# 15<sup>th</sup> COLLECTIVE AGREEMENT

## **BETWEEN**

# THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION



AND

# THE REGIONAL MUNICIPALITY OF WOOD BUFFALO



This Agreement shall remain in effect from the date of ratification

By both parties from January 1, 2014 to December 31, 2016

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ARTICLES OF AGREEMENT MADE IN DUPLICATE THIS _	DAY OF _	A.D. 2014.
BETWEEN:		
THE REGIONAL MUNICIPALITY OF WOOD BUFFALO	O (herein after c	called the "Employer")
OF THE FIRST PART	•	

## - AND -

THE FORT MCMURRAY FIRE FIGHTERS ASSOCIATION LOCAL 2494 I.A.F.F., FORT MCMURRAY, ALBERTA (hereinafter call the "Union") OF THE SECOND PART.

# **PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain, encourage, and promote:

- a) Harmonious relations and the prompt and equitable settlement of conditions of employment between the Employer and the Union in accordance with the provisions of this Agreement, the cooperation and understanding between the Employer and its Employees.
- b) Joint discussions and negotiations on all matters pertaining to working conditions, employment and services;
- c) Safety, efficiency and the highest degree of public service possible among the work force in all areas;
- d) The morale, well-being and security of all Employees in the Bargaining Unit of the Union.

NOW, THEREFORE, it is agreed as follows:

# <u>ARTICLE 1 – DEFINITION AND INTERPRETATION</u>

01.01	In interpreting this Agreement, the masculine shall include the feminine, the singular shall include the plural and the plural shall include the singular.
01.02	"Call Back" shall mean summoning an Employee during his off-duty hours for the purpose of carrying out duties pertaining to the Fire Department.
01.03	"Day Work" shall mean the normally scheduled consecutive hours of work the Employee works for the Employer.
01.04	"E.M.S." shall mean Emergency Medical Services.
01.05	"Employee" means an individual who is employed full-time by the Employer to whom this Collective Agreement applies. [2014]
01.06	"Employer "shall mean the Regional Municipality of Wood Buffalo and its successors and is otherwise referred to as "RMWB" with the exception of the day-today operations of the Fort McMurray Fire Department when it shall mean the Fire Chief or his designate within the Department. [2014]
01.07	"Grievance Committee" means the Executive and two (2) Elected Members of the Fort McMurray Fire Fighters Association, Local 2494 I.A.F.F.

- 01.08 "Member" means a person to whom this Agreement applies. 01.09 "Permanent Employee" is an Employee who has completed his initial probationary training period as set out in Clause 26.01.01 and Article 25 and has been appointed to permanent status by the Fire Chief. 01.10 "Platoon" when used in this Agreement shall mean the total Members per shift as outlined in clause 13.01.01. 01.11 "Probationary Employee" is an Employee in training and evaluation for the period following his initial date of hire. 01.12 The word "Promotion" shall mean advancement of a Member to an officer rank bearing higher wages than the rank from which he came. 01.13 "Regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to a Member within the pay range specified for the rank of his position in Appendix 1 of this Agreement. 01.14 "Shift" when used in this Agreement, shall mean a scheduled period of work or duty as outlined in Article 13. 01.15 "Shift work" is a continuous operation covering twenty-four (24) hours as day, seven (7) days a week, consisting of a day shift and a night shift. 01.16 "Spouse" means a legal spouse or partner in marriage, civil union, domestic partnership or common-law marriage with whom you have cohabitated with for at least twelve (12) months. The term is gender neutral and may be used in both opposite-sex relationships and same-sex relationships. [2014] 01.17 "Tour of Duty" when used in this Agreement shall mean the total of four (4) shifts,(two [2] day shifts followed by two [2] night shifts) as described in Clause 13.01 and Appendix II. 01.18 "Rank seniority" is the position an Officer is placed on the Qualification List in any Branch based on his date of promotion to that particular rank. 01.19 "Branch seniority" reflects the actual time a Member has spent working in a Branch, on a full-time basis. 01.20 "Seniority" is defined as the length of continuous service in the Bargaining Unit. 01.21 "Station Officer" means and includes the ranks or equivalent ranks of Captain and Battalion Chief within the Operations Branch. [2014] **ARTICLE 2 – RECOGNITION** 02.01 This Agreement shall apply to all Members of the Bargaining Unit as defined in the Labour Relations Code as amended from time to time.
- O2.02 The Employer recognizes the Union as the exclusive bargaining agent of the Employees as defined by this Agreement with respect to rates of pay, hours worked, pensions, and other terms and conditions of employment or service.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

O3.01 The Union recognizes and agrees that the Employer reserves and retains, solely and exclusively, all rights to manage the Municipality and direct its work forces as to ensure that the Department is

effectively and efficiently operated, to maintain high standards of Fire Prevention, Suppression, Emergency Medical Services, Training, Communication, and Maintenance in accordance with its civic commitment and responsibilities.

## **ARTICLE 4 – RESPONSIBILITIES**

- A joint consultative committee shall be appointed, consisting of two (2) representatives from the Union and two (2) representatives from the Employer, and one (1) representative from Labour Relations, mutually acceptable to both parties. The five (5) representatives on the committee shall meet within two (2) weeks of written notice from either party for the purpose of discussion of all matters of mutual concern. The committee shall have the power to make recommendations to the Union and to the Employer. These recommendations shall not be binding on either of the parties to this Agreement and the committee's functions shall in no way infringe on any existing management rights, excepting decisions made or approvals given by this committee under Clause 25.03.02.
- O4.02 The Employer shall provide the Union with access to all Municipal or Department policies and procedures via the intranet. Where the Employer proposes to issue Standard Operation Guidelines and Administrative Directives affecting the Department employees, the Employer will consult the Union prior to issuing the same. [2014]
- 04.03 The Employer shall not change its policies to the following past practices and privileges without the consent of the union:
  - a) Free plug-ins at fire halls;
  - b) Kitchen and recreation facilities at fire halls;
  - c) Dormitory facilities at fire halls;
  - d) Access to fire hall tools, equipment, and facilities for personal use;
  - e) Use of fire halls for union meetings subject to operational requirements;
  - f) Union owned vending machines at fire halls;
  - g) Washing private vehicles during off duty hours.

The definition of "practice and privileges" is not meant to be restricted to only the above, but shall apply to similar facilities use.

O4.04 The parties agree to share the cost of printing this Agreement on a fifty-fifty (50/50) basis. The final draft and the type of booklet shall be approved by both Parties prior to printing.

## **ARTICLE 5 – NO DISCRIMINATION**

O5.01 The parties of this Agreement agree there shall be no discrimination or restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, political status, by reason of any protected grounds contained in the Canadian or Alberta Human Rights legislation, or by reason of his membership or activity in the Union.

## ARTICLE 6 - PAYROLL DEDUCTION OF DUES

- O6.01 The Employer agrees to deduct from the wages of all Members covered by this Agreement, Union dues bi-weekly, with a dollar value to be provided in writing by the Union.
- O6.02 The deductions shall be made from each cheque and shall be forwarded *electronically* to the Union *by the following week*, the dues deducted for the preceding *pay period* and a written statement of the name of the Employee for whom the deductions were made and of the amount. [2014]

- Where the Union indicates an alteration of the dues structure is required, the Union shall provide written notice to the Employer of the alterations desired not less than thirty (30) days prior to the desired implementation date.
- Where an employee or employees have been inadvertently overpaid, or wrongfully paid, or found to owe a sum of money, repayment will be made in the same format for which it was overpaid. If the payment was erroneously made in a lump sum, a reasonable time frame for repayment may be agreed to between the union and employer. Additionally, the employer will provide a minimum of 15 days' notice of commencement of the repayment schedule unless otherwise agreed to. [2014]

#### **ARTICLE 7 – UNION BUSINESS**

- O7.01.01 An Employee elected or appointed as a delegate or representative for Union business, shall be granted leave of absence and he shall continue to receive his regular pay and benefits. Notification of such leave shall be given to the Employer in advance of the leave.
- 07.01.02 a) An Employee elected or appointed as a delegate or representative to Union Conventions or Union Seminars or for Union business outside of the Municipality, shall be granted leave of absence and he shall continue to receive his regular pay and benefits.
  - b) The Union shall replace any absent Member with an appropriately qualified Member in accordance with Fire Departments, Mutual Shift Exchange Procedure. The salary payment for the replacement Member shall rest with the Union.
- O7.02.01 An Employee shall suffer no loss of regular pay for time spent during scheduled working hours at Collective Agreement negotiation meetings with the Employer.

However, circumstances may develop where the attendance of more than four (4) Employees in negotiations may be warranted to resolve an issue. Such attendance of Employees in excess of four (4) shall be by mutual agreement between the Employer and the Union and shall not be unreasonably denied and shall be at no cost to the Employer.

- 07.02.02 Two (2) Members of the negotiating team shall be excused from working their scheduled night shift, if they have attended a negotiation meeting during the same day or if they are to attend a negotiation meeting the following day and shall suffer no loss of regular pay for these excused shifts.
- O7.03 An Employee who has presented a grievance and his Union representative shall suffer no loss of regular pay for time spent during scheduled working hours by reason of their meeting with the Employer in an attempt to resolve the grievance.
- Off duty members appointed as representatives for Union Business shall be compensated at time in lieu, which shall be granted at a mutually agreeable time *as follows:* 
  - a) At one (1) hour off for each hour spent in attendance at voluntary meetings
  - b) At one and a half (1.5) hours off for each hour spent in attendance at mandatory meetings as established by the employer.

No more than (2) representatives (including representatives in training) shall be compensated for attending meetings [2014].

07.05 The Union shall immediately advise the Employer in writing of the names of the elected or appointed Employees and their alternates to the Negotiating and Grievance Committees.

## **ARTICLE 8 – WAGES**

- 08.01 The rates of pay established in Appendix I shall apply during the term of this Agreement.

  Members shall be paid every two (2) weeks.
- O8.02 The schedule of wages shall be adjusted by applying the negotiated changes to the annual salary of each category to the nearest dollar and broken down to the nearest dollar on the bi-weekly rate.
- O8.03 Should the Regional Municipality experience difficulty recruiting Employees for any position due to the rates of pay required by the marketplace, the Regional Municipality shall have the right to set "Out of Schedule rates" above the pay rates outlined in Appendix I for the position. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market will be moved up to the Out of Schedule wage rate. Increments, if applicable, will be earned in accordance with the schedule of wages.

## **ARTICLE 9 – ACTING PAY**

- 09.01 Whenever a Station Officer is absent and unavailable for duty, his position will be filled.
- 09.02 When an Employee works in an Officer's position and has assumed all of the responsibilities that the Officer would normally be responsible for, he shall be paid at the rate of pay for that position.
- 09.03 When an Employee is designated to assume all of the responsibilities that an absent Employee would normally be responsible for, he shall be paid at the rate of pay for that position.
- 09.04 Where the Fire Marshal is absent and unavailable for duty, for three (3) shifts or more, his position will be filled by the most senior qualified member. [2014]

#### **ARTICLE 10 – OVERTIME PAY**

- 10.01 Overtime shall be paid for all hours worked in excess of the Employee's regular scheduled shift, except where stated otherwise in this Agreement.
- 10.02 All overtime shall be paid at the rate of double time (2x) calculated to the nearest half hour.
- 10.03 Off duty Members attending meetings shall be compensated in the same manner as Clause 07.04.
- When a lieu time agreement is entered into between the Employer and the Employee, the Employee shall only be able to bank a maximum of one hundred and ninety two (192) hours per year. On pay period twenty five (25) of each year the Employee shall be paid out for banked hours in excess of forty-eight (48) hours in each of the two (2) lieu banks (Lieu Bank and Stat Lieu Bank). [2014]
- In the event an Employee is prevented from returning to Fort McMurray for extended periods of time (i.e., weathered out), while on duty.

The following principles shall be observed in determining such compensation:

a) An Employee shall suffer no loss of regular earnings;

- b) An Employee shall be reimbursed for reasonable, substantiated and itemized expenses; and
- c) An Employee's pay stops if and when an Employee must check into lodging for the night.
- 10.06 An Employee is on travel status while he is actively engaged in attempting to return to Fort McMurray. Time spent waiting for an anticipated departure, at an airport, is specifically included as travel time.
  - An Employee is expected to make arrangements that will minimize the time spent in travel status.
  - b) In such situations where the Employee is prevented from returning to Fort McMurray for extended periods of time, the Employer agrees to provide resources to ensure that the Employee shall be able to obtain items such as food, accommodations, fuel, repairs, etc., which shall be reasonable, substantiated and itemized expenses.
- 10.07 All employees required to use their own personal vehicle for the business of the employer during working hours and overtime hours relating to shifting halls, shall be reimbursed as per the Employers travel administrative directive. Travel as described in this article shall be calculated, submitted and paid as per the directive where an employee elects to submit a claim. [2014]
- 10.08 When the employer requests personnel to work in uniform outside of their regular scheduled shifts at events where the Employer is providing EMS/Fire coverage, over and above regular scheduled coverage, they shall be compensated at the rate of time and one half (1.5x) for all hours worked. [2014]

#### **ARTICLE 11 – CALL BACK**

- 11.01 All Employees shall be subject to Call Back. If an Employee is called back to work after he has completed his normal shift and such work is not appended to the start of his regular scheduled shift, he shall be entitled to the greater of:
  - a) Compensation at the applicable overtime rate for time worked, or
  - b) Compensation equivalent to two (2) hours pay at the applicable overtime rate.

This Clause will only come into effect once for any two (2) hour period. Under no circumstances will the Employer pay for the same hour twice. [2014]

11.02 All Employees covered by this Agreement shall respond in the event of an emergency declared by the Fire Chief, Deputy Fire Chief or, in their absence, the Senior Shift Officer. An Employee who is notified that his presence is required shall respond immediately upon such notification.

## **ARTICLE 12 – STANDBY PAY**

- 12.01 Any Employee requested to be available for off-duty hours shall be deemed to be on standby.
- An Employee who is on standby shall be paid *six dollars and fifty cents* (\$6.50) per hour for every hour *they are* on standby service, in addition to any monies *they* may be entitled to on call-back. For any period requested to be on standby, an Employee will be paid no less than five (5) hours, or the remainder of hours left on the normal shift duty, whichever is greater. [2014]

#### **ARTICLE 13 – HOURS OF WORK**

- 13.01.01 The Members of the Fire and Medical Services Branch and Communications Branch shall operate on a four (4) platoon two (2) shift forty-two (42) hour week system; one (1) shift shall work ten (10) consecutive hours during the day time (8:00 a.m. to 6:00 p.m.) for two (2) days and the other shift shall work fourteen (14) consecutive hours during the night time (6:00 p.m. to 8:00 a.m.) for two (2) nights, to comply to the schedule attached as Appendix II.
- Where an Employee wishes to change platoons, a formal request signed by the two parties and the Battalion Chiefs shall be presented to the Operations Branch Chief Officer for approval.
- 13.01.03 Operational requirements may necessitate transfers. Operational requirements would include filling vacancies for promotion, retirements, transfer to allow acting opportunities to senior employees, resignations, leaves, qualifications, secondments and temporary transfers.
- Transfers intended to be permanent (for the balance of the year) shall be reviewed with the union prior to being formalized.
- 13.01.05 Except when a Member personally requests a transfer, a member shall be paid double (2x) his regular rate of pay on his first scheduled day of work on his new platoon if he is not given fourteen (14) days notice and he is not provided with a minimum of three (3) days off between transfers (as a result of the fifty-six [56] day cycle calculations).
- Subject to operational needs, all other Members shall have the option of working the following:
  - a) five (5) day forty (40) hour week.
  - b) four (4) day forty (40) hour work week.
  - c) flex workweek allowing an earned day off every second week.
- 13.03 An Employee that works more than his scheduled shift due to daylight savings time adjustments will be paid straight time for hours in excess of his shift and Employees working less than their regular scheduled shift will not be docked the one (1) hour pay.

## **ARTICLE 14 – SHIFT DIFFERENTIAL**

- In addition to the established wages and rates of pay, an hourly premium equivalent to three point two percent (3.2%) of the hourly rate of pay of a First Class Fire Fighter, shall be paid to each Employee for each hour worked on the shift commencing at 6:00 p.m.
- Effective December 28, 2001, an hourly premium of thirty-six (\$0.36) cents per hour shall be paid to each Employee for regular hours worked on the day shift for Saturday and/or Sunday.
- 14.03 Members are not eligible for shift differential for hours worked at overtime rates.

#### **ARTICLE 15 – CLOTHING ALLOWANCE**

15.01 Each Employee covered by this Agreement shall be issued the items listed under Appendix IV. A committee made up of two members appointed by the Union and two members appointed by the

Employer will select the quality, style and material of said issue. This committee's decisions shall conform to CGSB, N.F.P.A. and C.S.A. standards where applicable prior to awarding tender.

- 15.02 All Employees who have been issued shirts and trousers as per Appendix IV shall receive a cleaning allowance of eighteen dollars (\$18.00) per month effective from date of issue. The allowance shall be paid in arrears on February 1st and August 1st of each year.
- 15.03 As required and upon inspection and approval by the Employer, any of the items of clothing found in Clause 15.01 shall be replaced. Any Employee has the right to appeal the decision of the Employer to the Human Resources Manager or his designate. Such decision shall be final.
- 15.04 The Employer will maintain an adequate supply of clothing for initial issue and replacement purposes. Shirts and trousers worn by Fire Fighters and Fire Fighter/Paramedics will be a Fire Retardant type of material.
- 15.05 Upon severance of the employment relationship, howsoever arising, an Employee shall return all items issued under Clause 15.01 except for boots and name plates. In the event an Employee fails to return any items hereunder, the Employee will be responsible for the replacement costs of such item(s). Without limiting the generality of the foregoing, the Employer is hereby authorised to deduct the replacement cost of the item(s) from the Employees pay to recover the replacement cost of any item(s).

## **ARTICLE 16 – MEAL ALLOWANCE**

- 16.01.01 The senior shift Officers are authorized to supply refreshments on an as needed basis during any fire or emergency.
- The senior shift Officers are authorized to supply food and/or refreshments on an as needed basis during any fire or emergency that requires Employees to work through and past their normal meal hours, i.e., one (1) fire or emergency call or a number of successive calls that would prevent the Employee access to refreshments or food for an unreasonable length of time.
- An Employee called back to work overtime without being given at least one (1) hours' notice shall be entitled to a meal allowance of fifteen dollars (\$15.00) if required to work for a period of five (5) consecutive hours and for any further consecutive periods of five (5) hours that he is required to work.
- 16.02.02 a) An Employee required to work in excess of one (1) hour immediately prior to the commencement of his regular hours of work on a day shift, shall be entitled to a meal allowance of thirty-two dollars (\$32.00) unless given at least one (1) hour's prior notice of being required to work.
  - b) An Employee required to work in excess of one (1) hour immediately prior to the commencement of his regular hours of work on a night shift, shall be entitled to a meal allowance of twenty-eight dollars (\$28.00) unless given at least one (1) hour's prior notice of being required to work.
- 16.02.03 An Employee required to work overtime following the completion of his regular hours of work on a shift which continues in excess of two (2) hours, shall be entitled to a meal allowance of fifteen

dollars (\$15.00) for such period and for any further consecutive intervals of five (5) hours he is required to work.

- 16.03 Should an Employee be required to perform an inter-hospital transfer outside of the Regional Municipality of Wood Buffalo the Employee will be reimbursed for any incidental expenses that occur during an inter-hospital transfer.
  - a) Meals will be remunerated as per 16.02.02
  - Members must provide the original receipts for hotel and fuel costs should they be required in order to be reimbursed.
- The Employer shall provide adequate arrangements for use by aero-medical and ground transport teams in the event that it is necessary to obtain fuel, meals, accommodations, repairs or supplies required in the performance of their duties.
- 16.05 Should an Employee be required to perform an inter-hospital transfer outside of the Regional Municipality of Wood Buffalo the Employee will be reimbursed for any incidental expenses that occur during an inter-hospital transfer.
  - a) Meals will be remunerated as per 16.02.02
  - b) Members must provide the original receipts for hotel and fuel costs should they be required in order to be reimbursed.

The employer shall provide adequate arrangements for use by aero-medical and ground transport teams in the event that it is necessary to obtain fuel, meals, accommodations, repairs, or supplies required in the performance of their duties. The employee will not normally be required to use personal funds for fuel or accommodation expenses outside of those listed above. [2014]

#### **ARTICLE 17 – SERVICE PAY**

- 17.01 Employees shall receive an additional eight dollars (\$8.00) per month upon completion of four (4) years employment and, thereafter, an increase of eight dollars (\$8.00) per month per year up to a total of ninety-six dollars (\$96.00) per month.
- 17.02 Fire Fighters, Fire Fighter/Paramedics, Dispatchers (5 Years)

Employees in the Operations and Communications branches who have completed five (5) years of service will be paid at 104% of the Fire Fighters 1st Class Rate. [2014]

17.03 <u>Fire Fighters, Fire Fighter/Paramedics, Dispatchers (9 Years)</u>

Employees in the Operations and Communication branches who have completed nine (9) years of service will be paid at 106% of the Fire Fighters 1<sup>st</sup> class rate.

17.04 <u>Fire Fighters, Fire Fighter/Paramedics, Dispatchers (15 Years)</u>

Employees in the Operations and Communications branches who have completed fifteen (15) years of services will be paid at 108% of the Fire Fighters 1st Class rate. [2014]

#### <u>ARTICLE 18 – STATUTORY HOLIDAYS</u>

18.01.01 The following holidays are those, which shall be recognized and observed:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Heritage Day

Labour Day

Fire Fighters Day of Remembrance (September 11<sup>th</sup>)

Thanksgiving Day

Remembrance Day

Christmas Day

**Boxing Day** 

Any other holiday declared by the Employer.

- a) All Employees covered under this agreement shall be entitled to one (1) personal floater day per year, as mutually agreed to between the Employee and Employer. Permanent Employees hired after June 30th will not be entitled to one (1) personal floater for the year. Personal floaters must be taken prior to Pay Period 26 each year and cannot be carried over. Personal floater days may be substituted for one (1) vacation day where a full tour of vacation has been requested and approved. [2014]
- In order to qualify for Statutory Holiday payment, an Employee must have been employed by the Municipality for at least twenty (20) working days during the twelve (12) months immediately preceding the holiday and must have worked his last regularly scheduled shift prior to and immediately after the holiday unless his absence was due to accident or illness, which was subsequently verified by a doctor's certificate or alternatively unless the absence was duly authorized in writing by the Employer.
- 18.02.01 All shift work Members shall receive twelve (12) hours at his regular rate of pay for each recognized and observed holiday.
- 18.02.02 All day shift Members shall receive either eight (8) or ten (10) hours at his regular rate of pay for each recognized and observed holiday depending on the work schedule approved as per Article 13.02.
- 18.02.03 Notwithstanding the provisions of Clauses 19.08.01 and 19.08.02, statutory payment as provided in 18.02.01 may be taken as time-in-lieu which shall be granted at a mutually agreeable time at one (1) hour off for each hour banked.
- 18.03.01 Employees scheduled to work on any holiday shall be paid a premium of one and three-quarter times (1 3/4x) their regular rate of pay for all hours worked in addition to the regular rate of pay referred to in Clause 18.02.01 above.

- 18.03.02 Should an Employee's regular shift begin at 1800 hours Christmas Eve and the Employee works the shift, he will receive six (6) hours at his regular rate of pay in addition to his regular pay.
- 18.04 All Employees not covered in Clause 18.02.01 shall receive a day off with regular pay, in lieu of any holiday, which falls on a regular day of work. If the holiday falls on a day of rest or the Employee's vacation, the day off in lieu will be designated by the Employer, but will normally be the working day immediately before or after the holiday or vacation.

## **ARTICLE 19 – VACATIONS**

19.01 All Employees covered by this Agreement shall accrue annual vacations with full pay as follows:

	<u>Shift Work</u>	<u>Day Shift</u>
Years of Service	<b>Employees</b>	<b>Employees</b>
Date of hire to one (1) year	8 shifts	2 weeks
Two (2) to four (4) years	12 shifts	3 weeks + 1 day
Five (5) to nine (9) years	16 shifts	4 weeks + 2 days
Ten (10) to fourteen (14) years	20 shifts	5 weeks + 2 days
Fifteen (15) to twenty (20) years	24 shifts	6 weeks + 3 days
Twenty-one (21) years and up	28 shifts	7 weeks + 3 days
[2014]		

- 19.02 Except unless otherwise agreed all annual vacations shall commence on the first working day of the Employee's work week or tour of duty except as mutually agreed by the Fire Chief or his designate and the Employee concerned, providing that a vacation not starting on the first working day shall not restrict another Employee from starting his vacation on the first working day of his tour of duty or work week.
- 19.02.01 Employees holiday bank shall be deducted in actual hours (8, 10, 14 hours) while on annual leave as per Articles 13.01.01 and 13.02.
- 19.03 For the purpose of calculating vacation entitlement, the anniversary date of the Employees shall be used. In the event that the Employee has worked less than a year, an Employee shall receive one-twelfth (1/12th) of the vacation entitlement for each month or major portion thereof that the Member has worked. A probationary Employee shall not take any vacation entitlement until he has been appointed to permanent status.
- 19.04 In addition to vacation accrual earned for time worked, a Member shall earn vacation entitlement:
  - a) While on vacation.
  - b) For the first sixty (60) consecutive calendar days of sick leave, combined sick leave and *Short Term Disability* or Workers' Compensation leave.
  - c) For the first thirty (30) consecutive calendar days of requested leave without pay where the leave requested does not exceed thirty (30) consecutive calendar days. Where the requested leave exceeds thirty (30) consecutive calendar days, there will be no accrual of

vacation leave for the full term of the leave, however, the provisions of Clause 19.03 dealing with the major portion of a month shall apply.

- 19.05 For the purpose of indicating vacation preference, a point system shall be used:
- 19.05.01 On January 1st, vacation points shall accumulate as outlined in the sequence below:
  - a) One (1) point shall be added to each Employee's accumulated total points.
  - b) One (1) bonus point will be given to each Employee who took two (2) days or less in prime time.
    - Prime time for vacation purposes shall be defined as July 1st to August 31<sup>st</sup> and December 20<sup>th</sup> to January 1st, inclusive.
    - ii. Employees shall not be entitled to a bonus point until they have completed one (1) year of service.
    - iii. Employees on leave shall not be entitled to a bonus point if their total vacation earned is two (2) days or less, as per Clause 19.04 (c).
  - c) Employees shall lose points on the total number of vacation days taken during prime time in the previous year as outlined below:
    - i. Three (3) to four (4) shifts / three (3) to five (5) days lose one (1) point.
    - ii. Five (5) to eight (8) shifts / six (6) to ten (10) days lose two (2) points.
    - iii. Nine (9) to twelve (12) shifts / eleven (11) to fifteen (15) days lose three (3) points.
    - iv. Thirteen (13) to sixteen (16) shifts / sixteen (16) to twenty (20) days lose four (4) points.
    - v. Seventeen (17) to twenty (20) shifts / twenty-one (21) to twenty-five (25) days lose five (5) points.
    - vi. Twenty-one (21) to twenty-four (24) shifts / twenty-six (26) to thirty (30) days lose six (6) points.
    - vii. Twenty-eight (28) shifts / thirty one (31) to thirty eight (38) days lose seven (7) points.
- 19.05.02 No Employee shall have his point total drop lower than zero (0).
- 19.05.03 Upon employment, each new Employee shall receive one (1) point less than the lowest Employee's point total as of January 1st of that year.
- 19.05.04 By November 1<sup>st</sup> of each year, the Employer shall post a list, which will indicate the number of vacation points and holidays allotted each Employee, has.

- 19.05.05 Employees with the most points shall select their vacation period first and so on down the line to the Employee with the least number of points.
- 19.05.06 If two (2) or more Employees have the same number of points, their seniority will determine who has the first choice of vacation.
- 19.05.07 a) A Member shall receive his annual vacation leave to which he is entitled in an unbroken period unless otherwise mutually agreed upon by the Members concerned and the Employer.
  - b) Employees wishing to split their vacation into more than one (1) period may select only one (1) first choice period initially on the basis of their points. Once all Employees have indicated their first choice period, selection of their remaining choice periods shall be made on the basis of their points as per Clauses 19.05.04 and 19.05.05.
    - i. Employees with eight (8) shifts/two (2) weeks entitlement may split their vacations into two (2) periods.
    - ii. Employees with twelve (12) shifts/three (3) weeks entitlement may split their vacation into three (3) periods.
    - iii. Employees with sixteen (16) or more shifts/four (4) weeks entitlement may split their vacations into four (4) periods.
    - iv. Employees with twenty (20) or more shifts/five (5) weeks entitlement may split their vacation into five (5) periods.
    - v. Employees with twenty-four (24) or more shifts/six (6) weeks entitlement may split their vacation into six (6) periods.
    - vi. Employees with twenty eight (28) or more shifts/seven (7) weeks entitlement may split their vacation into seven (7) periods.
  - c) Employees covered under 19.05.07 a), and b) wishing to take less than one (1) tour entitlement must have approval under 19.02 and 19.02.01 before being granted leave.
  - d) Vacation approved under article 19.05.07 c) shall not be considered a split in annual entitlement.
- 19.05.08 a) The process of vacation period selections will commence November 1st to facilitate the orderly placement of all first, second and subsequent choice periods by January 1st. A Member will be given a time slot during which he will be required to select a vacation preference. A Member may waive his time slot in writing (to the next time slots) to allow other Members to indicate their choice periods, but may not go back and bump these Members. Members shall indicate their selection periods in the sequence outlined:
  - i. First choice:

November  $1^{st}$  to December  $1^{st}$ : Top one-half  $(\frac{1}{2})$  of Platoon (based on points).

December 1<sup>st</sup> to 9<sup>th</sup>: (1)Waived first choice. (2) Bottom one-half (½) of Platoon (based on points). ii. Second choice (and all subsequent choices): December 10<sup>th</sup> to 24th: (1) Waived first choices. (2)Top one-half  $(\frac{1}{2})$  of Platoon (based on points). December 25<sup>th</sup> to 31<sup>st</sup>: (1) Waived first choice. (2) Waived second choices. (3) Bottom one-half ( $\frac{1}{2}$ ) of Platoon (based on points). b) By January 1st, any Employee who does not have his vacation preference marked down will have to fit his vacation into an empty slot. i. Seniority or points will not be a factor influencing the placement of vacation after the January 1st deadline. In December of each year, Employees will be paid out for hours in excess of (1) one year's 19.05.09 vacation entitlement except with prior permission of the Employer. 19.05.10 The Employer shall allow ten percent (10%) of the normal work force of each platoon or more if they see fit, to be on vacation at any one (1) time. Employees off due to any training, sick leave, leave of absence, disciplinary leave, a) bereavement leave or compassionate leave shall not be a factor influencing the Employee's right of having ten percent (10%) of each Platoon off on vacation at any one (1) time. b) Fractional number of men will be rounded to the whole number (example, one point four [1.4] equals one [1] man, one point five [1.5] equals two [2] men). 19.06 A Member who leaves the service before having completed one (1) full year of service shall be entitled to vacation pay in accordance with the Employment Standards Code and the regulations there under. 19.07.01 At the request of the Employee, the Chief or Deputy Chief may approve changes once a vacation has been agreed upon provided thirty (30) days written notice is provided.

mutually agree to such change.

In the event that an Employee wishes to change his vacation period, no other Employee's vacation period will be changed as a result, except where the Employees concerned and the Employer

19.07.02

- 19.07.03 In the event that an Employee's work schedule has been changed after the vacation list has been posted, the Employer agrees that the Employee will have the option of:
  - a) Taking his vacation as posted.
  - b) Changing his vacation to fit into the new schedule, i.e., if such vacation was to be taken in conjunction with four (4) normal days off on the old vacation schedule, the Employee may re-arrange his vacation to fit in conjunction with four (4) normal days off on the new schedule.
- 19.07.04 Where work schedule changes have occurred, no other Employee will be required to change his vacation due to such change.
- 19.08.01 If a recognized holiday occurs during a shift work Member's scheduled vacation leave, the Member shall have the option of receiving pay-in-lieu in accordance with Clause 18.02.01 or a shift-in-lieu at his regular rate of pay at a time mutually agreeable to him and the Employer.
- 19.08.02 If the Employee chooses a shift-in-lieu, the shift shall be treated as a vacation day in accordance with Article 19. These hours will be accrued in the vacation entitlement hours on the pay stub.
- 19.09 If an Employee is sick in excess of three (3) days while on his earned vacation, the days shall be deleted from accrued sick leave (if any) and will not be considered as vacation if he produces a medical certificate satisfactory to the Employer.

#### ARTICLE 20 – BEREAVEMENT LEAVE

When a death occurs in a *Permanent* Employee's, *which is an employee who has successfully completed probation*, or *the* spouse's family, that is; current spouse, child, grandchild, parent, grandparent, guardian, legal ward, brother, sister, niece, nephew, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, *step parent, step sibling, mother-in-law, father-in-law, grandparents of current spouse, common-law partner or related dependent*, the *Permanent* Employee, on request, shall be excused for up to four (4) working shifts or equivalent days without loss of pay to assist in funeral arrangements and/or attend the funeral. Such leave may extend past the day of the funeral if there is a demonstrated need for the leave. *[2014]* 

#### **ARTICLE 21 – LEAVE OF ABSENCE**

- 21.01.01 The Employer may grant leave of absence without pay and without loss of seniority to an Employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.
- 21.01.02 The Employer may grant leave of absence without pay and without loss of seniority to a permanent Employee requesting such leave to further his education in a job-related field in a recognized educational institution, such request to be in writing and approved by the Employer.
- An Employee engaged in other employment for gain without the express written consent of the Employer while on leave of absence, shall be deemed to have automatically terminated his service with the Employer.

21.03 a) Employees shall be allowed a maximum of four (4) working shifts or equivalent day's leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs.

Provision of this sick leave is for the purpose of addressing unexpected and emergency issues in which the employee is the only party available to respond. In such cases, the issue ceases to be an emergency as soon as alternate arrangements are in place and the employee must then return to work. [2014]

An Employee, whose application for leave of absence is refused, may appeal to the Human Resources Manager through the Union Local. The decision of the Human Resources Manager shall be communicated to the Union in writing and shall be final.

#### 21.05 <u>Self-funded Leave of Absence</u>

The self-funded leave of absence plan is designed to allow members to defer a portion of their salaries for the purposes of funding an unpaid leave of absence, which can be used for career development and personal growth opportunities.

a) Eligibility

All permanent employees who have a minimum of one (1) year of service are eligible to apply for participation in the plan.

## b) Contribution Period

Employees may defer receipt of up to 1/3 of their gross salary for a maximum period of six (6) years. The amount contributed may be adjusted once a year by written request to the plan administrator, but the length of the contributory period cannot be changed.

- i. The leave must be for at least six (6) consecutive months, but no more than twelve (12) months, and must begin within six (6) years of enrolment in the plan.
- ii. The employee must return to the Municipality for a period of time at least equal to the length of the leave. Employees are not eligible to apply if it is reasonably anticipated that they will retire prior to the commencement of the leave period.

## c) Approval

All applications must be approved by the Fire Chief or his designate, subject to the operational requirements of the Municipality.

## **ARTICLE 22 – SICK LEAVE**

- 22.01 For the purpose of this Article, illness will be defined as any illness, injury, quarantine restriction and includes any dental treatment involving an absence of one-half (½) day or longer which has been given prior authorization by the Employer, but does not include maternity leave.
- Any illness causing the absence of an Employee from duty must be reported to his Employer as soon as possible and, in any case, prior to the beginning of his regularly scheduled shift.

- 22.02.02
- a) Where the Employer has reason to believe an Employee is misusing sick leave privileges, the Employee will be notified upon return to work that he may be required to submit a Medical Assessment Form for any future period of absence for which sick leave is claimed. This directive to the Employee will be in writing and will not exceed a period of four (4) months from date of issue.
- b) If the sick leave occurs outside the Regional Municipality of Wood Buffalo, the absence must be reported in accordance with Municipal Policy and verified by a doctor's certificate.
- 22.03.01
- a) Employee is entitled to accrue sick leave at the rate of one and one-half (1½) days per month for each month or major portion thereof that the Employee works. Sick leave is accrued to a maximum of one hundred eighty (180) days and is used as required for any period of illness or medical treatment in accordance with clause 22.06.
- b) When no one other than the Employee can provide for the needs of an immediate family member who is ill, an employee is eligible to use a maximum of eight (8) days of sick leave annually to care for the immediate family member.

For the purpose of this article, "immediate family member" means: spouse or common law partner, child of the employee or employee's spouse or common-law partner and parent of the employee or parent of the spouse or common-law partner. [2014]

- 22.03.02 In addition to sick leave earned for time worked, a Member shall earn sick leave entitlement:
  - a) While on vacation.
  - b) For the first thirty (30) consecutive calendar days of sick leave, combined sick leave and *Short Term Disability* or Workers' Compensation leave.
  - c) For the first thirty (30) consecutive calendar days of requested leave without pay where the leave requested does not exceed thirty (30) consecutive calendar days. Where the requested leave exceeds thirty (30) consecutive calendar days, there will be no accrual of sick leave for the full term of the leave; however, the provisions of this Clause dealing with the major portion of a month shall apply.
- 22.04
- If an Employee has resigned, retired or been discharged and, after a lapse of time is re-employed, he is then deemed to be a new Employee for the purpose of this Article, except as provided by Article 27 or except where the Employee was discharged by reason of the abolition of his position, in either of which cases his sick leave entitlement that existed at the time his employment ceased, will be reinstated.
- 22.05
- Notwithstanding the provision of Clause 22.03, an Employee whose services are being continued after he has reached retirement age and who suffers any illness that causes him to be absent from duty for an extended period of time, is entitled to leave with pay until his accumulated sick leave has been depleted and, during the remainder of his absence, his pension, if any, shall be paid him.
- 22.06
- When an Employee is absent beyond seven (7) calendar days or four (4) working days whichever occurs first, the employee shall immediately apply for *Short Term Disability* with the Employer's assistance. If an illness is such that it requires an Employee to be off longer than one hundred and

twenty (120) consecutive calendar days, the Employee shall apply for Long Term Disability with the Employer's assistance. Allowance will be given for any extenuating circumstances medically or otherwise which prevent him from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms to the Employee in an expedient manner. [2014]

- a) i. An employee shall utilize accrued sick leave until the employee transfers to
  Group Insurance payments under the Family Medical Coverage program (Article
  24) for *Short Term Disability* and/or Long Term Disability.
  - ii. An Employee who no longer qualifies for *Short Term Disability* and/or Long Term Disability payments shall continue to utilize his accrued sick leave until he has been either redeployed in accordance with 22.09.03, or his accrued sick leave is depleted.
- b) The Employee shall receive, without interruption, his payment of all wages and benefits (reduced by his normal deductions) and he shall assign all Insurance wage loss payments to the Employer. While receiving full net take home pay from *Short Term Disability* and his sick leave accrual, the Employee's accumulated sick leave *credits shall be reduced by the proportional hours of a full day's sick leave for each work day's absence.* [2014]
- c) The Employer will pay for the costs of the initial medical certificates required by the Employer or Insurance Carriers. If subsequent medical documentation is required by the Insurer or the Employer, the cost of the report shall be paid by the Employer subject to prior authorization and approval of the Employer.
- d) Each permanent employee shall be entitled to apply for paid health recovery benefits in the amounts qualified in this article when, through illness, the employee is unable to perform work for the Employer. Illness means physical or mental condition resulting in diminished functional capabilities preventing the employee from carrying out the duties of his/her own position or modified duties provided by the Employer, or injury or accident for which payment is not received by the employee under The Workers Compensation Act because WCB determines it is not a workplace injury provided the employee has fully cooperated with WCB and the Employer in respect of any WCB claim. Sick leave will not be approved for employees whose WCB claims are not approved due to their failure to cooperate with WCB or the Employer in respect of their WCB claims. [2014]

Any employee shall be granted health recovery benefits for the first four (4) work days at the rate applicable to their primary classification when the employee is unable to perform his/her duties as indicated through submission of a functional abilities form satisfactory to the employer and provided the employee has the necessary health recovery credits. This rate of pay does not include premiums of top ups for special appointments. [2014]

An Employee who, after a period of leave on part pay or without pay, returns to duty on a Monday or a Tuesday following a Statutory Holiday, shall revert to full pay effective the preceding Sunday.

When a new Employee, whose appointment is probationary, is absent from duty through illness and subject to Clause 22.02.02, payment of his salary in respect of such absence may be withheld until at least one (1) week after his resumption of duty.

## 22.09 <u>Supplementation</u>

22.09.01

- a) If an Employee is killed on account of occupational accident or illness that occurs in the course of his work for the Employer and/or the accident or illness is recognized by the Workers' Compensation Board, the spouse and/or dependants who were covered by the Employee under the Family Medical Coverage (Clause 24.03) at the time of his death, may elect to continue the following; Alberta Health Care, Great West Life and Dental Care (maximum 24 months), such coverage pursuant to the terms of the plans under which coverage is retained, and 100% of the premium costs will be covered by the employer for the employee's spouse up to the age of 65.
- b) The spouse and/or dependants may continue the coverage for such period of time as the Workers' Compensation Board provides a pension to them or, in the event that it is a spouse pursuant to Clause 01.16, for such period of time as the Workers' Compensation Board would have provided a pension had the person been deemed to be dependant pursuant to their regulations.
- c) If an Employee is killed or an illness occurs that causes an employee's death that is deemed a non-occupational accident or illness, the spouse and/or dependants who were covered by the Employee under the Family Medical Coverage (Clause 24.03) at the time of his death, may elect to continue the following; Alberta Health Care, Great West Life Coverage and Dental Care (maximum 24 months), benefit coverage (1 month per year of service and 100% of the premium costs will be covered by the employer) and then may elect to continue such coverage pursuant to the terms of the plans under which coverage is retained.

22.09.02

- a) Subject to the provisions hereinafter set forth, while a Member is unable to perform his regular duties due to an occupational injury or illness that occurred in the course of his work for the Employer and the injury or illness is recognized by the Workers' Compensation Board as compensable, the Member shall receive, without interruption, his payment of all wages and benefits (reduced by his normal deductions) and he shall assign all Workers' Compensation wage loss payments to the Employer.
- b) The Member's full wages and benefits shall continue as above until such time as the Workers' Compensation Board adjudges him able to resume gainful employment or until such time as the Member is granted a permanent pension by the Workers' Compensation Board as a result of a total disability (benefits subject to Clause 24.06).

22.09.03

- a) Where an Employee who is unable, through injury or illness arising out of and during the course of his employment to permanently perform his normal duties, he shall be provided with suitable alternative employment, where such exists, at no lesser rate of pay, provided that no other Employee shall thereby be deprived of his job.
- b) An Employee unable to permanently perform his duties as a result of advancing years or due to illness or injury which is not job related, shall be provided with suitable alternative employment, where such exists, at the rate of pay for the job, but also provided that no other Employee shall be deprived of his job.

c) The aforesaid Employee shall be given a general employment priority throughout the civic service for any vacancy for which he is qualified, recognizing the provisions of the other civic Union agreements.

#### <u>ARTICLE 23 – PARENTAL LEAVE</u>

- Parental leave and *maternity leave* shall be granted by the Employer per the Employment Standards Code, except where superseded elsewhere in this Article. [2014]
- The total length of maternity leave and/or parental, adoption leave, except as noted in Clause 23.03, shall not exceed a duration of *fifty two (52) consecutive weeks [2014]*.
- 23.03 The mother may be granted after the 52 weeks maternity/parental/adoption leave a further leave of absence of up to one year with the Fire Chiefs approval.
- An Employee returning from parental leave shall be reinstated, in his or her former position, at the current rate of pay and without loss of seniority.
- On request, an Employee shall be granted one (1) day and may be granted up to an additional two (2) days leave of absence with pay to take custody of an adopted child or to attend the birth of his child. At the discretion of the Fire Chief or Deputy Fire Chief, unusual circumstances may warrant additional time be granted as outlined in the following sequence: lieu time; vacation; leave of absence.
- 23.06 Members taking maternity leave shall be provided with six (6) weeks total disability paid by Short

  Term Disability at two-thirds (2/3) up to the maximum limit provided by the insurer and topped

  up by the proportional hours from their available sick leave credits which equates to full pay and
  benefits (reduced by normal deductions). [2014]
- 23.07 Members who wish to return from parental leave must provide at least four (4) weeks written notice of their intent to return to work. In the event that the required notice is not provided it may result in the members return date being delayed. [2014]

## ARTICLE 24 – FAMILY MEDICAL COVERAGE PROGRAMS

- 24.01.01 The Employer will continue the existing Pension and Insurance Plans and will guarantee to maintain coverage at least equal to these plans.
- 24.01.02 The Employer shall furnish the Union with the most current copies of all insurance policies and benefits affecting the Union, and shall inform the Union of any proposed coverage and/or cost changes to the programs in Clause 24.03, within five (5) days of notification from the carrier(s).
- 24.02.01 Permanent employees, who have successfully completed probation, shall be eligible for and covered by the Local Authorities Pension Plan (LAPP). [2014]
- 24.02.02 The Employer will include remuneration for all pay excluding overtime, premium stat pay, and dry cleaning allowance, COLA allowance in the calculations for pension purposes.
- 24.03 Payment for the Family Medical Coverage program premium costs for all permanent Employees shall be as follows:

<u>Coverage</u>	Employers %	Employees %
Alberta Health Care	100	
Life Insurance	100	
Accidental Death and Dismemberment		100
Dental	100	
Sun-Life	60	40
Short Term Disability		100
Long Term Disability		100

24.04

An Employee on requested leave of absence without pay (includes maternity leave) in excess of thirty (30) consecutive calendar days, may continue his benefits under the Family Medical Coverage programs (Article 24), but will be required to pay one hundred percent (100%) of the premium costs of the benefits he elects to maintain. Where such leave is for educational purposes in accordance with Clause 21.01.02, the Employee shall be entitled to a credit upon his return to active employment with the Municipality following successful completion of his education program of one (1) month's coverage paid for one hundred percent (100%) by the Employer for each month of coverage maintained by the Employee while on educational leave.

24.05

When an Employee, pursuant to an insurance plan as provided for above, is in receipt of Long Term Disability payments, the Employer shall continue coverage under the Family Medical Coverage programs (Article 24) on the cost sharing ratio set out in Clause 24.03 for one (1) month for each year of service with the Employer and the former City of Fort McMurray. Thereafter, the Employee may continue his benefits under the Family Medical Coverage Program (Article 24), but will be required to pay one hundred percent (100%) of the premium costs of the benefits he elects to maintain.

24.05.01

When an Employee, pursuant to an insurance plan as provided for above, is in receipt of *Short Term Disability* payments, the Employer shall continue coverage under the Family Medical Coverage program (Article 24) on the cost sharing ratio set out in Clause 24.03.

24.06

An Employee while in receipt of Worker's Compensation payments shall be eligible to continue coverage under the Family Medical Coverage Programs (Article 24) until such time as a permanent pension is granted by the Workers' Compensation Board as a result of the most recent injury. An Employee, who is declared by the Workers' Compensation Board as permanently and totally disabled, may continue coverage under the above programs until age sixty-five (65). Payments for these programs shall be in accordance with Clause 24.03.

24.07.01

Sun-Life and Alberta Health Care Benefits conferred under Article 24, shall be extended to all employees with twenty-five (25) years or more service entitled to and receiving LAPP pension benefits, up to age sixty-five (65), with the cost share of employee at fifty (50%) percent and Employer at fifty (50%) percent.

24.08

The employer shall provide a supplemental pension plan in the form of a Registered Retirement Savings Plan (RRSP) and/or Non Registered Savings Plan (NRSP). An employee shall have the

right to contribute up to one point *eight* five percent (1.85%) of his or her regular earnings into the RRSP or NRSP. The Employer shall match the Employee's contributions into the RRSP *or NRSP*. [2014]

24.09 The Regional Municipality of Wood Buffalo agrees to provide the following Enhancements with payment for premium costs as noted in Clause 24.03:

Basic Life Insurance 300% of annual earning to a minimum of \$5,000 and to a maximum of \$500,000, reducing to \$5,000 at age 70.

Chronic Care, Global Medical Assistance and Out-of-Country Emergency Expenses 100%

\*Foot Orthotics (70% to a maximum of \$200.00 per Participant each benefit year)

\*Custom-fitted Orthopaedic Shoes (1 pair per Participant each Benefit year)

All other Healthcare expenses, including In-Canada Prescription Drug Expenses 100% Contract Maximum of \$1,000,000 (overall combined per Participant each Benefit year) Hospital Benefits (\$360.00 per Participant each Benefit year)

#### **Auxiliary Care**

Out of Province (Out Patient Expenses) (\$100.00 per day in an active treatment facility for non-emergent services)

#### Out of Canada

Expenses for non-emergency services to the maximum stated in the Alberta College of Physicians and Surgeons Schedule Medical Care (Outside Canada)

#### Vision care coverage

Eye Examinations

(\$100.00 every 24 months for Participant 19 and 64 yrs)

Glasses (frames and/or Lenses), Contacts, Intraocular Lenses and Safety Glasses

(\$500.00 every 12 months per Participant 15 yrs and under)

(\$500.00 every 24 months per Participant for all others)

Laser Eye Surgery

(\$1500.00 Lifetime per Participant)

#### Diabetic care coverage

Blood Testing Monitor (\$150.00 per Participant once in a 4 year period)

Needles, syringes and catheters

Insulin Infusion Pump (\$6500.00 Lifetime per Participant)

Insulin Infusion Pump Supplies No Maximum

#### Asthma care coverage (once per Participant in any 5 year period)

Nebulizer Compressor, Peak Flow Monitor,

Asthmatic Supplies includes masks, t-piece, filter, first aid system and aero chamber

#### Continuous Positive Airway Pressure (CPAP)

Machine (1 per Lifetime per Participant maximum \$2,500)

Replacement Mask (1 per Participant in 12 months)

#### \*Paramedical Practitioners

Massage Enhancements

(\$80/visit, maximum 20 visits/participant/practitioner per year, \$1600/benefit year cap)

Physiotherapist

Chiropractor

Speech Language Pathologist

Osteopath

Chiropodist/Podiatrist

(\$65/visit, maximum 20 visits/participant/practitioner per year)

Acupuncture

(\$50/visit, maximum 20 visits/participant/practitioner per year)

Homeopathy

Naturopathy

(\$35/visit, maximum 20 visits/participant/practitioner per year)

Psychologist/Social Workers

(\$1,000 per participant each Benefit year)

#### Dental Care

Basic Coverage 100% \$2,500 per benefit year Major Coverage 80% \$2,500 per benefit year Orthodontic Coverage 50% \$3,500 lifetime Accidental Dental Injury Coverage 100% Unlimited

See Sun-Life Summary of Benefits Group Policy No. Insured 101212 and Extended Health (ASO) 150212 for further information.

- The Employer will provide and maintain a cost effective process to monitor the health of members to minimize health risks and identify potential health risks. This program should be designed to fit in with the current modified work policy as well as assist the employee with sick time, *Short Term Disability (STD)*, Long Term Disability (LTD) and Worker's compensation Board (WCB) benefits programs.
- 24.11 The Employer shall maintain the Employee Assistance Program Policy. Prior to any changes in the policy, the Union shall be consulted for their agreement to the proposed changes.
- 24.12 The Employer shall maintain the I.A.F.F. Modified Work Policy. Prior to any changes in the policy, the Union shall be consulted for their agreement to the proposed changes.
- A Member's life insurance and accidental death and dismemberment benefits, as covered by the Employer's Benefits, are valid while a Member is performing both aero-medical and tactical emergency medical duties.

#### ARTICLE 25 – APPOINTMENTS, PROMOTIONS, PROGRESSION

- 25.01 The purpose of this policy is to give all Members of the Union a fair and equal opportunity for progression or promotion in the service and to establish and promote, from eligibility lists, those Members qualified for promotion. No Employee shall be bypassed for promotion because he lacks a qualification required by the Employer, and the Employer has not provided that Employee with the opportunity to obtain the training necessary to obtain the qualification required.
- Where a job vacancy occurs or a new job is created and is required to be filled, notice shall be posted within ten (10) working days, at appropriate locations, including all bulletin boards, for a minimum of ten (10) working days and a copy of the notice shall be sent to the Union. The notice shall set out the wage rate, job description and qualifications required by the job classification.

<sup>\*</sup> Benefits must be purchased on the written order of a Health Care Professional

- 25.02.02 Notwithstanding the above, vacancies in the Officer ranks shall be filled within twenty-five (25) working days.
- 25.03.01 In the event that the Employer creates a new rank, the rates of wages and working conditions of such new rank shall be negotiated by the Employer with the Union before advertising the position, in accordance with the posting procedures set forth in the Agreement.
- 25.03.02 If a change is proposed to the job qualifications or the job description of an Employee, Employee group or classification, the proposed change shall not take effect until it is approved pursuant to Clause 25.03.03 and, if necessary, Clause 25.03.04
- 25.03.03 The proposed change shall be submitted to the Committee described in Clause 04.01 and the Committee may decide to:
  - a) Approve all or part of the proposed change and determine when it is to be effective;
  - b) Recommend alternate proposals for change or consider alternate proposals for change;
  - c) Reject all or part of the proposed change.

The Committee shall base its decision on:

- i. The safety of Employees and others;
- ii. The efficient and effective conduct of the Employer's operations;
- iii. The morale, well-being and security of Employees;
- iv. The efficient and effective administration of this Agreement for the benefit of both parties.

The Committee shall consider all written information submitted to it when considering the proposed change and may request additional written information. It shall render its decisions, in writing, within thirty (30) days of the date the proposed change is submitted to it.

- In the event the Committee is unable to reach a decision as described in Clause 25.03.03, the proposed change may be submitted to The Chief Administrative Officer or his designate by either Party for final determination. Both Parties shall have the opportunity to present their respective positions to The Chief Administrative Officer or his designate prior to the determination of the matter. The Chief Administrative Officer or his designate shall base its determination of the matter on items 25.03.03 (i) through (iv) above.
- In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within twenty-five (25) working days of posting, to the senior qualified applicant, where not in conflict with the provisions of this Agreement.
- Ability to do the job means ability to perform the requirements of the job during the one (1) year training or trial period, following qualification for the job, as set out in this Article. The Employer may curtail the training or trial period for just cause before it has run its normal course. In the event the Employer determines the Employee is not able or the Employee does not wish to complete the training or trial period, he shall be returned to his former position, at the current wage and salary rate, without loss of seniority and any other Employee who has been promoted or

transferred because of the rearrangement of positions, shall be returned to his former position, at the current salary rate, without loss of seniority.

## 25.06 Transfers

25.06.03

25.06.01 Except as provided for in Clause 22.09.03 (a), (b) and (c), Members will not be eligible to transfer to another Branch of the Fire Department until they have completed a minimum of three (3) years of continuous service in the Branch they were hired into.

25.06.02 No Employee shall be transferred to another position within the Bargaining Unit without his consent.

- a) If a member voluntarily accepts a non-permanent position or acting opportunity that is for less than one hundred and eighty (180) days outside the bargaining unit they shall continue to maintain their seniority as provided under the collective agreement. The member may return to their permanent bargaining unit position with one (1) weeks' written notice to the Employer. [2014]
  - b) Should a member work beyond the (180) days in a three (3) year consecutive period, calculated from the first day the employee accepts the non-permanent or acting opportunity, as identified in (a) above, they will be considered out of the bargaining unit and lose all rights under the collective agreement. [2014]
- 25.06.04 a) Members and/or Officers requesting a reassignment or demotion to their former position after the expiration of the training or trial period, will be required to serve one (1) year in their former classification and position on the Eligibility List and will not be eligible for promotion during this period. After the one (1) year period expires, the Member shall assume his appropriate seniority. He shall be junior in rank to any other Members promoted prior to and during this period.
  - b) Transfers after the training or trial period will be made without prejudice as vacancies in their former position permit.

#### 25.07 Exceptions To Transfers

25.07.01 The following exceptions shall apply to Members transferring to another Branch:

- a) All Members transferring to other Branches, with no previous service in the Branch they are transferring into, shall be required to start at the applicable starting wage and classification in the particular Branch they are transferring into, except as provided for in Clause 22.09.03 and I.A.F.F. Modified Work Policy.
- b) All Employees, prior to transferring into the Fire and Medical Services Branch for the first time, must meet the medical/physical and aptitude test standards required for acceptance into the Fire and Medical Services Branch.
- c) All Employees, transferring back into the Fire and Medical Services Branch, must meet the medical/physical standards required for acceptance into the Fire and Medical Services Branch if they have been out of the Branch for longer than one (1) calendar year.

#### 25.08 **Grandfathering**

- 25.08.01
- a) All Employees hired after June 30, 1999, shall maintain their medical certification as a condition of employment. When the status of Captain is reached, medical certification may be dropped.
- b) Effective June 24, 2014, the following changes are agreed to:
  - All incumbent Fire Department Fire Lieutenant Officers will be provided with two (2) years from the signing date of this agreement to obtain the N.F.P.A.
     Standards or portions thereof, that are identified in the Job Description for Captain dated June 24, 2014. [2014]
  - ii) In the event that a Fire Lieutenant does not meet the qualifications of Captain in the two (2) year timeframe they will be demoted to the lower classification for which they are qualified. [2014]
- c)
- i) For the two (2) years following the signing date of this agreement, all incumbents on the former lieutenant qualification list are grandfathered to the captain qualification list.
- ii) In the event that a former acting Fire Lieutenant does not meet the qualifications of Captain in the two (2) year timeframe they will be removed from the acting captain list. [2014]

After this period, the qualifications required for the position being promoted into, must be attained prior to promotion. [2014]

#### Of This Agreement, The Fire Department Shall Be Divided Into The Following Promotional Branches

#### 25.09.01 Fire and Medical Services Branch:

- a) Battalion Chief
- b) Captain
- c) Fire Fighter (15 Years)
- d) Fire Fighter (9 Years)
- e) Fire Fighter (5 Years)
- f) Fire Fighter (Probationary to First Class)
- g) Fire Fighter/Paramedic (15 Years)
- h) Fire Fighter/Paramedic (9 Years)
- i) Fire Fighter/Paramedic (5 Years)
- j) Fire Fighter/Paramedic (Probationary to First Class). [2014]

#### 25.09.02 Communications Branch:

- a) Dispatch Supervisor
- b) Communications Dispatcher (15 Years)
- c) Communications Dispatcher (9 Years)
- d) Communications Dispatcher (5 Years)
- e) Communications Dispatcher (Probationary to First Class). [2014]

## 25.09.03 Fire Prevention Branch:

a) Fire Marshal

- b) Senior Fire Inspector/Investigator II
- c) Fire Inspector II
- d) Fire Investigator II
- e) Fire Inspector I
- f) Fire Investigator I
- g) Safety Codes Officer
- h) Public Education/Information Officer.

#### 25.09.04 Training Branch:

- a) Training Officer I
- b) Fire Training Officer II
- c) Fire Training Officer III
- d) Fire Training Officer IV
- e) Medical Training Officer II
- f) Medical Training Officer III
- g) Medical Training Officer IV
- h) Rural Training Officer II
- i) Assistant Training Officer. (Temporary Assignment)

## 25.09.05 Apparatus Maintenance Branch:

- a) Emergency Apparatus Technician I
- b) Emergency Apparatus Technician II
- c) Inventory Control / Breathing Apparatus (BA) Technician
- d) Emergency Apparatus Technician. (Apprentice)
- 25.09.06 The above classifications, a number of which are not now filled, are agreed upon with the understanding they may eventually be filled by the Employer.

#### 25.10 Administration

- 25.10.01 The Fire Department shall allow the Union Representatives on the Promotion Board any time necessary from their regular duties to carry out their responsibilities as a Board Member.
- 25.10.02 To establish an Officer's Qualification List. When a Member or a group of Members pass a promotional examination, such Members shall be placed on the list of Members eligible for promotion according to their appropriate seniority. (Clause 25.12). The maximum number of members on the Officer's Qualifications List shall be as follows:
  - a) Captain –twenty four (24) Members (subject to Clause 25.12.01(a)i).
  - b) *Battalion Chief twelve (12)* Members.
- 25.10.03 In the event that any question arises as to whether or not any examination is appropriate to the positions for which it is designed or whether or not those involved in the examination procedure have properly carried out their responsibility under this Agreement, such questions shall be *subject* to arbitration in accordance with the Grievance Procedure. [2014]
- 25.10.04 The term Station Officer, as used in this Agreement, means and includes the ranks or equivalent

ranks of Fire Captain and Battalion Chief within the Operations Branch. [2014]

- 25.10.05 Should vacancies occur in any of the above ranks within the respective branches, candidates shall be selected, *according to rank seniority from highest to lowest* from the current qualification list within the respective branch of the members in the next lower rank. [2014]
- 25.10.06 Should the senior qualified Member of the Fire Department in the Branch concerned decline or refuse to accept a promotion that is offered to him in writing, he shall be deemed to be junior to the Member promoted to the position, but shall retain his seniority and shall be eligible for subsequent promotions.
- 25.10.07 A Member may be temporarily placed in a lower eligibility position for any of the following reasons:
  - a) Proven poor performance in the rank currently held.
  - b) Proven poor performance in the rank that he is acting in (subject to the provisions of Clause 25.05).

## 25.11 For Promotion Or Transfer To The Training Branch

- 25.11.01 a) Members eligible to apply for the position of Fire Training Officer II or Medical Training Officer II shall qualify as follows:
  - i. A minimum of six (6) years continuous service in the Fort McMurray Fire Department.
  - ii. The qualifications as outlined in the job description.
  - iii. The senior Member will be appointed from those qualifying above.
  - b) The requirements to ascend to Training Officer I shall be to obtain the qualifications as outlined in the job description and to serve a period of two (2) years as a Fire Training Officer II or Medical Training Officer II and there is a vacancy for the Fire Training Officer I position. [2014]
  - c) The requirements to ascend to Fire or Medical Training Officer II shall be to obtain the qualifications as outlined in the job description and to serve a period of two (2) years as a Fire or Medical Training Officer III.
  - d) The requirements to ascend to Fire or Medical Training Officer III shall be to obtain the qualifications as outlined in the job description and to serve a period of one (1) year as a Fire or Medical Training Officer IV.
- 25.11.02 Members shall be subject to special assignment to the Training Branch in accordance with the following terms and conditions:
  - a) Must have accrued a minimum of one (1) year of service and normally will have three (3) years service with the Fire Department.

- b) Must be qualified in a specific field that, in the opinion of the Deputy Chief of Training, requires further development or instruction or training within the Fire Department.
- c) Shall be assigned by the Deputy Chief of Training on the basis of (a) and (b) above being the major consideration, but also subject to seniority and desire to fill the position.
  - i. The postings, to provide twenty (20) calendar days lead time by way of regular distribution to all Fire Stations, shall set out all the specifics of the assignment.
- d) Benefits for any Officers on special assignment to the Training Branch shall be:
  - i. The pay rate of any Officer shall be one (1) rank higher or 10%, above their own shift rate or day rate, as applicable, as well as benefits and rank, as provided for in this Collective Agreement.
  - ii. Special assignment postings shall be as per Clauses 13.01.01 or 13.02.
- e) Members who are not Officers who are on special assignment to the Training Branch, shall receive the benefits, rank and the pay rate of an Assistant Training Officer (one hundred and fifteen percent [115%] shift rate or day rate, as applicable) and shall be subject to the same terms and conditions as a Station Officer assigned under Clauses 25.11.02 (d) (ii) and (f).
- f) Additionally, all shift Employees assigned to temporary/special assignment training positions on day work, shall be treated as per Clause 18.02.02 on Statutory Holidays.

## 25.12 **Promotion To The Rank Of Station Officer Shall Be Made As Follows**

- 25.12.01 a) Members eligible to qualify for a position on the *Captain* eligibility lists must have obtained the qualifications as outlined in the job description and as follows:
  - i. A minimum of six (6) years seniority in the Fire and Medical Services Branch for *Captain*.
  - Members must successfully complete all processes outlined in the IAFF Promotional Board Process.
- 25.12.02 a) Senior Captain Premium As a requirement of the staffing of fire halls, and excluding the fire hall where a Battalion Chief is present, the Senior Captains on their respective shift will be given a premium of two percent (2.0%) of the captain base hourly rate.

  [2014]
  - b) Members maintaining their position on a Qualification list within the Fort McMurray Fire Department and who have attained the qualifications without grandfathering, for the respective job descriptions shall receive bi-weekly, an additional three percent (3%) of the bi-weekly regular rate of pay of the Member's pay class (Subject to Clause 25.10.07). A Member receiving this pay may be required to move up when requested by the Employer. If the employee chooses not to move up the member will not receive the additional three percent (3%) of his bi-weekly rate. *Those members who are fulfilling a higher classification in an acting capacity are not eligible to receive Qualification Pay.* [2014]

- 25.12.03 Members promoted to the rank of *Captain* will be placed in their relative eligibility position for promotion to the rank of *Battalion Chief*. [2014]
- 25.13 **Appointment To Or Promotion Within The Fire Prevention Branch**
- 25.13.01 A qualified Member may be appointed to the position of Safety Codes Officer (as per Clause 25.11.01 (a) (ii), (iii) and (iv)), provided he has a minimum of three (3) years continuous service in the Fort McMurray Fire Department.
- 25.13.02 Requirements to ascend to Fire Investigator or Inspector I shall be to obtain the qualification as outlined in the job description and to serve a period of three (3) years as a Safety Codes Officer I.
- 25.13.03 Requirements to ascend to Fire Investigator or Inspector II shall be to obtain the qualification as outlined in the job description and to serve a period of four (4) years in the Branch.
- 25.13.04 Requirements to ascend to Senior Fire Inspector/Investigator II shall be to obtain the qualification as outlined in the job description and to serve a period of seven (7) years in the Branch.
- 25.13.05 Members eligible to apply for the position of Fire Marshal shall be those Members who have obtained the qualifications as outlined in the job description and who have attained the position of Senior Fire Inspector/Investigator II and served a minimum of seven (7) years in the Branch, and there is a vacancy for the Fire Marshal. If no applications are received from Members of this rank, then the position will be open to Members holding the rank of Fire Investigator or Inspector II.
  - a) As per Clause 25.11.01 (a) (iii).
- 25.13.06 a) Officers or Members who have obtained as a minimum the qualifications as outlined in the job description of the Safety Codes Officer may be temporarily transferred to the Fire Prevention Branch subject to the following:
  - i. Ensure that the Member has a minimum of two (2) years' service with the Fort McMurray Fire Department.
  - ii. Clauses 25.05, 25.06.02 and 33.02.
  - b) Benefits for Station Officers temporarily transferred to the Fire Prevention Branch shall be:
    - i. Their equivalent pay rate and benefits.
    - ii. As per Clauses 13.02 and 25.11.02 (d), (f).
  - c) Benefits for Members who are not Officers who are temporarily transferred to the Fire Prevention Branch shall be:
    - i. The equivalent pay rate and benefits of a Safety Codes Officer.
    - ii. As per Clauses 13.02 and 25.11.02 (f), (g)

#### 25.14 For progression to Emergency Apparatus Technician I:

A Member shall have a minimum of eighteen (18) months service as an Emergency Apparatus Technician II and there is a vacancy for Emergency Apparatus Technician I position. [2014]

25.14.01 For appointment to Emergency Apparatus Technician II, a candidate shall first possess a journeyman mechanic certificate and have the ability to specialize in Fire Apparatus.

#### 25.14.02 **Apprentice Emergency Apparatus Technicians:**

- a) That upon completion of the full program, and the additional training required to reach the Emergency Apparatus Technician II level, the apprentice will receive pay as per the collective agreement article 25.14.01 provided that he/she agrees to perform the duties of the emergency apparatus technician for 15 hours per tour, call volume and shift requirements permitting.
- b) Should the Emergency Apparatus Technician I position become vacant, and the employee possesses all of the qualifications as per collective agreement article 25.14, the senior most qualified individual will ascend to the position.

## 25.15 **Progression Within The Fire And Medical Services Branch Shall Be Made As Follows**

- 25.15.01 Requirements to ascend from Probation to Fourth Class in the Fire and Medical Services Branch shall be:
  - a) To serve a period of six (6) months as a Probationary Fire Fighter or Fire Fighter/Paramedic.
    - i. Successful completion of minimum basic training. Part's S200, S300, S401, S500, S700, S900a, S900b S1100a, 1051-and Q brake endorsement.
  - b) To serve a period of six (6) months as a Fourth Class Fire Fighter or Fire Fighter/ Paramedic.
    - i. Successful completion of minimum basic training. S800 and class 3 driver's license.
  - c) To serve a period of twelve (12) months as a Third Class Fire Fighter or Fire Fighter/Paramedic.
    - Successful completion of minimum basic training, Part's S1000b, S1200, SCOTI Program, Survival Training (as provided by CARES or equivalent), In-house Pump Operator.
  - d) To serve a period of twelve (12) months as a Second Class Fire Fighter or Fire Fighter/Paramedic.
    - Successful completion of minimum basic training NFPA 1001 Level II
       Certification, ICS 100, In-house Aerial & Bronto Operator and all training required or referenced in the Job Description.

Members desiring promotion to the following shall:

- e) Requirements to ascend to Captain Qualification List:
  - i. Obtain the following qualifications, 25.12.01 a i 25.15.01 d i, and to obtain the qualifications outlined in the job description. [2014]
- f) Requirements to ascend to Battalion Chief Qualification List:
  - i. Obtain the following qualifications 25.15.01 g i, and to obtain the qualifications outlined in the job description, and as outlined in 25.12.04. [2014]
- 25.15.02 Members noted in clauses 25.15 who are not provided with the opportunity to obtain any qualifications identified as a requirement in the Member's job description (subject to Clause 33.02) shall ascend to his next classification retroactive to the date of meeting the time requirements.
- 25.16 <u>Progression and Promotion Within The Communications Branch Shall Be Made As Follows</u>
- 25.16.01 Requirements to ascend in the Communications Branch shall be:
  - a) A period of six (6) months as a Probationary Dispatcher. Successful completion of minimum basic training, (Emergency Medical Dispatch certification (EMD) and Emergency Fire Dispatch certification (EFD)
  - b) A period of six (6) months as a Fourth Class Dispatcher.
  - c) A period of twelve (12) months as a Third Class Dispatcher.
  - d) A period of twelve (12) months as a Second Class Dispatcher

Members desiring promotion to the following shall:

Requirements to ascend to Dispatch Supervisor shall be:

- i. Obtain the qualifications outlined, six (6) years seniority in the Communications Branch and the qualifications outlined in the job description.
- ii. Examination process will be as per IAFF Promotion Board Process.
- 25.16.02 Members noted in clauses 25.16 who are not provided with the opportunity to obtain any qualifications identified as a requirement in the Member's job description (subject to Clause 33.02) shall ascend to his next classification retroactive to the date of meeting the time requirements.

## 25.17 **Seniority**

- a) Rank seniority is the position an Officer is placed on the Qualification List in any Branch based on his date of promotion to that particular rank.
- b) Branch seniority reflects the actual time a Member has spent working in a Branch, on a full-time basis.

- c) Due to Clause 25.06.03 being a training or trial period, seniority loss will not occur provided Clause 27.05 is adhered to.
- d) When a member passes a promotional examination such member shall be placed on the list of members eligible for promotion according to their branch seniority at that writing. Once a member has been qualified to sit on the Officers Qualification List he shall only be bumped by members who have branch seniority and write at a later date as per article 25.17 (f).
- e) Officers residing on a Qualification List, for the next rank, shall not be bumped by senior members who qualify at a later date.
- f) Those members taking an approved Paramedic program shall be given up to a two (2) year grace period in order to qualify, write and maintain their branch seniority for the Fire and/or Medical qualification list, as outlined in article 25.12.01 a), (i), and (ii). The grace period shall be determined by time spent while employed by the Municipality until the date of graduation from that program.
- g) Any member promoted to the position of a Captain must serve a minimum of one (1) year in that position and meet the requirements as per Article 25.15.01 (f) in order to be promoted to the rank of Battalion Chief. [2014]

## **ARTICLE 26 – HIRING OF PERSONNEL**

- 26.01.01 All Employees hired by the Employer shall serve a six (6) month probationary period, which may be extended for a maximum three (3) calendar months by mutual agreement between the Employer and the Union.
- 26.01.02 Normally, a probationary employee will receive an evaluation. The evaluation forms and process shall be agreed upon between the Employer and the Union.
- 26.01.03 The Employer may, at its discretion, terminate a probationary employee at any time during the probationary period if, in its sole judgment, the employee is unsuitable for continuing employment.
- 26.01.04 Notwithstanding any other provisions of the agreement, a probationary employee who is terminated may submit a grievance in accordance with the grievance procedure, but the answer given at stage 1 of the grievance procedure shall be final, binding and conclusive for all purposes.
- 26.01.05 The Employer shall not hire personnel to serve as part-time Fire Fighters or Fire Fighter/Paramedics.
- 26.01.06 The Union shall appoint one of its members to sit on the hiring board for all job postings/positions covered within the bargaining unit.

## ARTICLE 27-SENIORITY – LAY-OFFS AND REHIRING

27.01 Seniority is defined as the length of continuous service in the Bargaining Unit and shall commence to accrue on the date that the Employee is hired as a permanent full-time Employee. New recruits within a recruitment class will have their starting date and placement on the seniority list determined by their final mark on the entrance exam process.

- 27.02 The Employer shall maintain a seniority list showing the date, which each Employee's full-time service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by January 15th of each year.
- 27.03 In the event of a lay-off, Employees shall be laid off in the reverse order of their branch seniority. Employees shall be recalled in the order of their branch seniority. No new Employees will be hired until those laid off have been given an opportunity of recall.
- 27.04 The Union shall be notified forthwith of all appointments (Progression, Promotions and Temporary Assignments), transfers, hiring's, lay-offs, requested leaves of absence without pay, recalls and terminations within the Bargaining Unit. Failure to do so shall in no way prevent the Employer from taking any of the above actions.
- An Employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An Employee shall only lose seniority in the event:
  - a) He is discharged for just cause and is not reinstated.
  - b) He resigns.
  - c) He is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - d) He fails to return to work within seven (7) calendar days following a lay-off and after being notified by double registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
  - e) He is laid off for a period longer than one (1) year.
  - f) He fails to pay the Union the dues established in Clause 06.01 that have not been deducted bi-weekly by the Employer due to an absence from work.
- In the case of a lay-off, which is anticipated to be in excess of two (2) weeks duration, the Employer shall notify the Employees who are about to be laid off ten (10) full working days prior to the effective date of lay-off. If the Employee, in such a case, has not had the opportunity to work ten (10) full days after notice of lay-off, he shall be paid in lieu of work for that part of ten (10) days during which work was not made available.
- When position is rendered redundant or an employee is displaced from his job as a result of lay-off, they shall have an opportunity to fill any vacancy for which he is qualified and has seniority within their current or another branch.

#### **ARTICLE 28 – JURY DUTY AND COURT APPEARANCES**

An Employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during his regular hours of work, shall be allowed the required time off without loss of pay, at his regular rate of pay.

- An employee who is subpoenaed to appear in Court as a witness (on his regular time off) due to any incident occurring during the Employee's performance of his or her duties, shall be paid at the rate of two times (2x), for no less than two (2) hours for each day required to attend the hearing. [2014]
- 28.03 If the Court appearance referred to in article 28.02 is in a jurisdiction other than Fort McMurray, the period of time spent attending the hearing will be deemed to be *eight* (8) hours at the rate of two times (2x) for each day that the employee must appear. [2014]
- 28.04 Clauses 28.02 and 28.03 are subject to the following conditions:
  - a) The Employee, at the time of such incident, was acting within the scope and course of his employment with the Department.
  - b) The appearance is a direct result of the Employee's performance of his duties.
- 28.05 Any monies paid to the Employee by the Court for an appearance are to be given to the Employer.

#### **ARTICLE 29 – MEDICAL FITNESS**

- 29.01 It shall be a condition of employment with the Employer that all Employees shall be medically fit for the duties to which they are appointed.
- 29.02 The Municipality will maintain as a minimum standard the IAFF/IAFC Wellness and Fitness program, for all members covered under this agreement, with exceptions as outlined in the Terms of Reference. [2014]
- 29.03 A committee will be made up of a representative from the association membership, a management representative, and additional members may be appointed by mutual agreement between the Fire Chief and IAFF 2494 President. The parties agree to allow the committee to write mutually agreeable "Terms of Reference" [2014]

#### ARTICLE 30 – GRIEVANCE AND ARBRITRATION PROCEDURE

- A grievance is defined as a violation or alleged violation of the Collective Agreement and shall be subject to the grievance and arbitration procedure set out herein. Any complaint, which does not fall under the definition of a grievance, may be processed in a manner similar to a grievance except that the decision of the Fire Chief shall be final and shall not be subject to arbitration.
- 30.02 Grievance properly arising under this Agreement must be processed in the following manner:

#### Stage 1

The Employee may submit his grievance, in writing, to the Deputy Fire Chief or, in his absence, to the Acting Deputy Fire Chief. The written grievance must be initiated in this stage within ten (10) working days of the time the Employee became aware or reasonably should have become aware of the circumstances giving rise to the grievance. A grievance, in order to be processed, must state, in writing, the section(s) of the Agreement allegedly violated and relief sought by the Employee. The grievance must bear the signature of the Employee. The Deputy Fire Chief or, in his absence, the Acting Deputy Fire Chief, shall meet with the grievant, and shall respond in writing to the grievant,

within ten (10) working days from the date he receives the written grievance. Failing such answer or if such answer is unsatisfactory, the grievance may be processed to the next stage of the grievance procedure.

#### Stage 2

30.03

Failing resolution of the grievance in Stage 1, the aggrieved Employee, within ten (10) working days of the date he receives or should have received the answer of the Deputy Fire Chief or, in his absence, the Acting Deputy Fire Chief, was or should have been given, shall submit the grievance, in writing, to the Fire Chief. The Fire Chief shall meet with the grievant and shall respond, in writing to the grievant, to the grievance within ten (10) working days of receipt of the grievance.

- It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure all stages thereof and within the applicable time limits set out, failing which the grievance shall be considered to be settled and at an end. If the Employer fails to comply with the applicable stages and time limits set out above, the grievant shall be at liberty to proceed according to the required time limits to the next succeeding stage of the grievance procedure.
- At any meeting that may occur in the resolution of a complaint or grievance, the Employee affected shall have the right to have a Union representative present.
- An allegation by the Union that the Employer has violated this Agreement may be lodged, in writing, to the Fire Chief within ten (10) working days of the discovery of the circumstances giving rise to the grievance. The Fire Chief shall meet with the Union and shall respond in writing to the Union within ten (10) working days of receipt of the grievance. Failing a satisfactory settlement of the grievance, the Union may submit the grievance to the Chief Administration Officer and to arbitration pursuant to Clause 30.08. The grievance shall be deemed to have been processed at Stage 2 of the Employee Grievance Procedure.
- 30.06 It is the intention of the parties that the procedure provided under Clause 30.05 for the Union to file a grievance shall be reserved for grievances of a general policy nature affecting a group of Employees in the Bargaining Unit.
- 30.07 No matter may be submitted to arbitration as provided in the arbitration provisions heretofore, unless settlement thereof has been attempted through all of the stages of the grievance procedure provided above.

#### 30.07.01 Stage 3

Failing resolution of the grievance in Stage 2, the aggrieved Employee, within ten (10) working days of the date he receives or should have received the answer of the Fire Chief or, in his absence, the Acting Fire Chief, was or should have been given, shall submit the grievance, in writing to the Director of Human Resources or in his absence, the Acting Director of Human Resources. The Director of Human Resources shall meet with the grievant and shall respond, in writing to the grievant within ten (10) working days of receipt of the grievance.

#### 30.08 Stage 4

The grievant shall, within ten (10) working days of the date the reply of Stage 3 of the grievance procedure was or should have been received, notify the Grievance Committee, in writing, of his desire to submit the matter to the Chief Administration Officer and the Board of Arbitration. It shall be the sole right of the Grievance Committee to determine whether a grievance shall proceed to arbitration.

- Within twenty (20) working days of receipt of written notice required in Clause 30.08, the Grievance Committee shall notify the Employer, in writing, of their desire to submit the matter to a Board of Arbitration and, subject to Clause 30.10, shall in such notice name their representative on a three (3) man Board of Arbitration. Within ten (10) working days of receipt of such notice, the Employer shall respond, in writing, indicating the name of its representative on the Board. The two (2) representatives so named shall, within ten (10) working days of the appointment of the second of them, meet and select a third person to act as Chairman of the Board and, in default of their so doing, the Minister of Labour for the Province of Alberta, upon application of either party to the grievance, may appoint such third person to act as impartial Chairman.
- 30.10 If the parties agree on the appointment of a single arbitrator, the entire provision of this Article shall likewise apply to such single arbitration.
- 30.11 Each of the parties to the grievance shall bear the cost of the arbitrator appointed by it or any witnesses required by it and shall jointly bear the expense of the Chairman of the Arbitration Board or of a single arbitrator.
- The Board of Arbitration shall not be authorized to make any decision inconsistent with the provision of this Agreement, not to alter, modify, add to or amend any part of the Agreement.
- 30.13 The decision of the majority of the Board of Arbitration shall be the decision of the Board and where there is no majority decision, the decision of the Chairman shall be the decision of the Board. Such decision shall be final and binding and enforceable on the parties to the arbitration and this Agreement.
- Time limits under this Article may be extended only by written agreement between the parties.
- 30.15 For the purpose of the Article, working days shall exclude Saturdays, Sundays and Statutory Holidays. With respect to timelines the end of a working day shall be 1630hrs.
- 30.16 Copies of all grievances replies shall be provided to the Union.

#### **ARTICLE 31 – SAFETY**

- Members in the Fire and Emergency Services Branch with twenty (20) years or longer of service shall have the opportunity to work as a Permanent Fire Suppression Apparatus Operator provided they have the training and the ability to meet all requirements in the job description. When more than one permanent Operator per platoon is requested, members shall apply to the Chief for such designation.
- Officers with twenty (20) years or longer of service desiring Permanent Fire Suppression Apparatus Operator status must take a voluntary demotion to Senior Fire-fighter.

## **ARTICLE 32 – DISCIPLINE**

- The Employer will meet with any Employee suspected of warranting an investigation, prior to the commencement of any official investigation. When the Employer has reason to believe that it may be necessary to discipline an Employee, he shall inform the Employee and the Union within five (5) working days of the committing of an act or of such act coming to the attention of the Employer, or the beginning of an investigation into an action, that the matter is to be investigated. The Employer will render his decision within a further twenty (20) working days. Time lines may be extended by mutual agreement between the Employer and the Union.
- 32.02.01 An Employee shall be entitled to have his Union representative present at any discipline meetings.
- 32.02.02 Employees requested to attend any meetings noted above, on days, which they are not on duty, shall be compensated as is set out in Clause 33.04.
- 32.03.01 The Employer shall not discharge or otherwise discipline an Employee for other than just cause.

  An Employee who feels he has been unfairly disciplined, shall be entitled to lodge a grievance and, if unresolved, to refer it to arbitration.
- 32.03.02 Should an Employee grieve disciplinary action, the Employer shall be limited to the grounds specified in the written disciplinary notice.
- 32.04 The record of an Employee shall not be used for disciplinary purposes at any time after two (2) years since a disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

#### **ARTICLE 33 – TRAINING**

- The Employer and the Union shall establish and maintain a training program to meet the operational requirements of a professional Fire Department. The Employer and the Union shall meet not less than once a year to review the training program.
- The Training program will be subject to the following:
  - a) The development, implementation and administration of this program will be subject to the needs of the department. By November 1<sup>st</sup> of each year, the Employer shall post the training calendar which will indicate the training for the following year.
  - b) Training opportunities will be allocated in a fair and equitable manner among qualified employees to increase their knowledge, skills and abilities and to enable them to improve their job performance and to apply for vacancies in a higher or different job qualification.
  - c) It is the Employee's responsibility to be familiar with the training program and their own training development.
  - d) Employees must make themselves available to attend training opportunities offered by the Employer and must give at least thirty (30) days' notice if they are unable to attend a training opportunity. In addition to any other means of redress, Employees who fail to give the required notice may be denied subsequent opportunities to attend the training opportunity within the training year.

- e) The Employer shall pay all necessary fees and expenses required to obtain any qualifications identified as a requirement in the Member's job description, to maintain certification with the Health Disciplines Board or any other certification required in a Member's job description and to obtain any training required by the Employer.
- f) Employees may be required to provide advance notice of the training opportunities he is interested in pursuing.
- For the purpose of courses under the training program identified in clause 33.01 and 33.02, when a training facility outside the Fort McMurray Fire Department accepts or rejects an Employee for a course, the Employer shall not withhold the acceptance or rejection from the Employee. The Employer shall inform that member forthwith with a copy to their immediate supervisor.
- When an Employee is required by the Employer or by Legislation to attend training during any hours in excess of the Employee's regularly scheduled shift, the Employee shall receive time and one half (1.5x) pay for all hours spent in training or may, by agreement, take time in lieu which shall be granted at a mutually agreeable time at one (1) hour off for each hour spent in training.

  [2014]
- In order to provide the training required as a result of the qualifications identified in a Member's job description, an Employee's normal scheduled hours of work may be modified, to approximate the hours the Employee would have worked within the relevant pay cycle had he not been rescheduled for training, provided of course, that his bi-weekly shift pay is not reduced. The provisions of Clause 33.04 will apply if the hours worked still exceed a Member's regular scheduled hours.
  - a) Should a member be scheduled to instruct who is not a member of the Training Branch, an Employee's normal scheduled hours of work may be modified, to approximate the hours the Employee would have worked within the relevant pay cycle had he not been rescheduled to teach, provided of course, that his bi-weekly shift pay is not reduced in accordance with Articles 25.11.02 d) and e). If the hours worked still exceed a Member's regular scheduled hours, these hours shall be paid at the rate of double time (2x).
- An Employee desiring to upgrade himself to increase his job performance or for promotional purposes may have his normal scheduled hours of work modified, by being relieved of duty to attend a course but shall not be eligible for the extra pay provided for in Clause 33.04.
- When an Employee has met the qualifications on the Officer's Qualification List for the next level of promotion, an Employee desiring to enhance their ability to qualify for a position above that next level shall, with the agreement of the Employer, be relieved of duty to attain professional development which may include post-secondary course work, seminars, conferences or conventions which are aligned with the corporate policies.
- Notwithstanding the provisions of Clauses 33.02 and 33.04, the Employer will not be required to pay the fees and expenses necessary to repeat a failed course. As well, a probationary Employee who fails a course that is required to complete probation will be required to repeat the course at no further cost to the Employer and notwithstanding the provisions of Clause 19.03 may use his vacation entitlement to procure the time off that may be required.

- Tuition fees will be paid and required texts will be supplied by the Employer for first time training and subsequent recertification or maintenance training, for Employees registered and working in the following branches
  - a) Fire and Medical Services Branch
  - b) Communications Branch
  - c) Fire Prevention Branch
  - d) Training Branch
  - e) Apparatus Maintenance
- The Employer agrees to make available to the Members referred to in the Article, programs, training, drills, tasks and duty time on the ambulance, as deemed necessary by the Employer, to aid the Employee in maintaining the Member's license.
- 33.09 a) All courses required for progression shall be offered in a classroom setting when available, in consultation with IAFF 2494 President, and according to article 25.17. [2014]
  - b) If a member elects to take an employer approved correspondence course, that is offered in the classroom setting, for progression he/she shall do so on their own time and have said course paid for by the Employer including tuition and associated books. [2014]

# **ARTICLE 34 – LETTERS OF INTENT**

34.01 The following Letters shall be honoured, implemented and maintained by both parties as if they were a part of this Agreement:

Letter of Intent dated *June 24*, 2014 re: Cost of Living/Travel Allowance.

Letter of Intent dated *June 24*, 2014 re: Non Fire Fighter Paramedic Employment.

Letter of Intent dated June 24, 2014 re: Grandfathering of Those Members Employed as Medical Lieutenants-

Letter of Intent dated June 24, 2014 re: Grandfathering of Those Members Employed as Training Officer I

Letter of Intent dated June 24, 2014 re: Grandfathering of Those Members Employed as Emergency Apparatus Technician I

Letter of Intent dated June 24, 2014 re: Promotional Process for Battalion Chief.

Letter of intent dated June 24, 2014 re: Seniority Protection for Officers and Qualified Officers.

#### **ARTICLE 35 – EDUCATION PAY**

- 35.01.01 A Member who is registered through ACP (Alberta College of Paramedics) and the Health Disciplines Board as an Emergency Medical Technologist Paramedic shall receive, bi-weekly, an additional five percent (5%) of the bi-weekly regular rate of pay of the Member's pay class.
- 35.01.02 A Member who is registered through ACP (Alberta College of Paramedics) and the Health Disciplines Board as an Emergency Medical Technician Ambulance, shall receive, bi-weekly, an additional three percent (3%) of the bi-weekly regular rate of pay of the Member's pay class.
- A Member who is registered through ACP (Alberta College of Paramedics) and the Health Disciplines Board as an Emergency Medical Responder, or as a EMD or EFD Dispatcher through an approved National Academy of Emergency Medical/Fire Dispatch shall receive, bi-weekly, an additional one and one-half percent (1 ½ %) of the bi-weekly regular rate of pay of the Member's pay class.
- A Member who is registered through ACP, (Alberta College of Paramedics) that accepts a student shall be entitled to preceptor pay. Preceptor pay shall be one (1) pay level above the employee's regular rate of pay as outlined in Appendix I.
- 35.04 Senior Paramedic Premium A premium of up to ten percent (10%) of the fire fighter first class base hourly rate will be paid to the senior paramedic on each platoon to assume the role of Senior Paramedic. [2014]

Paramedics will not be eligible for Senior Paramedic Premium unless they are working on an ambulance. [2014]

# **ARTICLE 36 – INDEMNIFICATION**

- A Member of the Fire Department, acting in good faith and without malice for the municipality in the discharge of his duties, shall not hereby render himself liable personally and he is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or by reason of any act or omission in the discharge of his duties.
- The defence of any proceeding for damages brought against a Member of the Fire Department, because of an act or omission performed by him in the discharge of his duties, shall be the legal and financial responsibility of the Regional Municipality of Wood Buffalo and its insurer throughout and including final determination of the proceedings.

#### **ARTICLE 37 – TECHNOLOGICAL CHANGE**

- 37.01 An Employee classified, as a permanent Employee shall be considered affected by Technological Change if the Technological Change would result in a new or different way of operating that would adversely affect the Employee.
- 37.02 The Employer agrees to notify the Union six (6) months before the introduction of Technological Change, as defined in Clause 37.01, with sufficient information to enable the affected Employees to prepare for the change.

- 37.03 An Employee who is rendered redundant or displaced from his job as a result of Technological Change shall have an opportunity to fill any vacancy for which he is qualified and has seniority.
- The Employer agrees that whenever possible, no Employee shall lose employment because of Technological Change and, therefore, agrees that a reasonable period should be provided in order that they may take advantage of all available re-training and other internal employment opportunities.
- 37.05 In the event it is not possible to re-assign the Employee to other viable employment in the Municipality, then on severance resulting from Technological Change, the Employee will receive severance pay based on the greater of:
  - a) Two (2) months' pay; or
  - b) One (1) month's pay for each year of service with the Employer and former City of Fort McMurray.

#### **ARTICLE 38 – DEPARTMENT POLICY**

38.01 The following Department Policies shall not be amended without the consent of both parties:

- a) Mutual Shift Exchanges, June 24, 2014
- b) Uniform Dress, June 24, 2014
- c) Minimum Manning Before Interior Attack, June 24, 2014
- d) Time Off While Attending Training Courses Policy, June 24, 2014
- e) IAFF Promotion Board Process, June 24, 2014
- f) LODD Funeral Protocol, June 24, 2014

#### ARTICLE 39 – FIRE DEPARTMENT TOOL POLICY

Fire Department Mechanics will be required to supply a set of personal hand tools for their use in the performance of their duties as a Mechanic. Mechanics will be paid a sum equal to ten percent (10%) of the value of these tools per year for worn, broken and lost tools. Personal hand tools will be evaluated each year to determine amount of tool allowance. The evaluation will be done by the Deputy Chief, Mechanic and an independent person such as a qualified tool salesperson. The allowance shall be made on a separate lump sum cheque. Evaluation will be done each September.

## <u>ARTICLE 40 – AMENDMENTS AND DURATION</u>

- 40.01 This Agreement shall be binding and remain in effect from the date of ratification by both parties to **December 31, 2016**, and shall continue from year to year thereafter unless either party gives notice, in writing, to bargain under Clause 39.02. [2014]
- Either party desiring to propose changes or amendments to the Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of

the Collective Agreement, give notice, in writing, to the other party of the change or amendments proposed.

- Where notice to bargain is given, the terms of this Collective Agreement shall remain in full force and effect until a new Agreement is concluded in accordance with the Labour Relations Code as amended from time to time.
- 40.04 Changes in the Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties of the Agreement.
- 40.05 Employees in the service as of the date of signing of this Agreement shall be eligible for retroactive payment of wages paid to the Employee for regular and overtime hours, qualification pay, shift differential, medical education pay, acting capacity pay, vacation pay and statutory holiday pay, paid at Appendix I rates, during the period from *January 1, 2014*, to the date of implementation of this Agreement.
- 40.06 Retired Employees who served in the department from *January 1, 2014*, shall be eligible for retroactive payment of regular hours only, until the date of their retirement.

## Benefit and Binding

This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

In witness thereof the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the day and year first above-mentioned.

IN WITNESS WHEREOF the Regional Municipality of Wood Buffalo has here unto caused its corporate seal to be affixed under the hands of its duly authorized Officers and the Union has caused this instrument to be executed by its Proper Officers hereunto authorized, the day and year written below.

SIGNED, SEALED AND DELIV	ERED	) REGIONAL MUNICIPALITY OF WOOD
in the presence of:		) BUFFALO
		)
		) Per:
		) MAYOR
		)
	-	) Per:
WITNESS		) CHIEF LEGISLATIVE OFFICER
		)
		) FORT MCMURRAY FIRE FIGHTERS
		ASSOCIATION, LOCAL 2494
		)
		)
		) Per:
		) PRESIDENT
		)
		) Per:
WITNESS		RMWB UNIT CHAIR
SIGNED THIS	DAY OF_	, 2014

# APPENDIX I WAGES

# <u>EFFECTIVE</u>, January 1, 2014 - 1.5% applied to hourly base wage <u>Day Staff</u>

(Day Staff forty (40) hour week)

	%			
	70	ANNUAL	BI-WEEKLY	HOURLY
POSITION OR RANK	DIFF.			
Fire Marshal	139	\$143,503.19	\$5,498.21	\$68.73
Training Officer I	134	\$138,341.21	\$5,300.43	\$66.26
Senior Fire Inspector/Investigator II				
Emergency Apparatus Technician I				
Fire Training Officer II	125	\$129,049.63	\$4,944.43	\$61.81
Medical Training Officer II				
Rural Fire Training Officer II				
Fire Inspector II				
Fire Investigator II				
Emergency Apparatus Technician II				
Dispatch Supervisor				
Fire Training Officer III	115	\$118,725.66	\$4,548.88	\$56.86
Medical Training Officer III				
Fire Inspector I				
Fire Investigator I				
Inventory Control / BA Technician				
Fire Training Officer IV	108	\$111,498.88	\$4,271.99	\$53.40
Medical Training Officer IV				
Safety Codes Officer				
Public Education / Information Officer	100	\$103,239.71	\$3,955.54	\$49.44
* Assistant Training Officer	115	\$118,725.66	\$4,548.88	\$56.86

\*Denotes Shift Worker

## **WAGES**

# <u>EFFECTIVE, January 1, 2014 - 1.5% applied to hourly base wage</u> <u>Shift Staff</u>

(Shift Staff forty two (42) hour week)

	%	ANNUAL	BI-	HOURLY
POSITION OR RANK	DIFF.	ANNUAL	WEEKLY	HOURLY
Battalion Chief	139	\$143,504.72	\$5,498.27	\$65.46
Captain	125	\$129,051.01	\$4,944.48	\$58.86
Firefighter 15 Years	108	\$111,500.07	\$4,272.03	\$50.86
Firefighter/Paramedic 15 Years				
Dispatcher 15 Years				
Firefighter 9 Years	106	\$109,435.26	\$4,192.92	\$49.92
Firefighter/Paramedic 9 Years				
Dispatcher 9 Years				
Firefighter 5 Years	104	\$107,370.44	\$4,113.81	\$48.97
Firefighter/Paramedic 5 Years				
Dispatcher 5 Years				
Fire Fighter 1st. Class	100	\$103,240.81	\$3,955.59	\$47.09
Fire Fighter/Paramedic 1st. Class				
Dispatch 1st. Class				
Fire Fighter 2nd. Class	95	\$98,078.77	\$3,757.81	\$44.74
Fire Fighter/Paramedic 2nd. Class				
Dispatch 2nd. Class				
Fire Fighter 3rd. Class	90	\$92,916.73	\$3,560.03	\$42.38
Fire Fighter/Paramedic 3rd. Class				
Dispatch 3rd. Class				
Fire Fighter/Paramedic 4th. Class	88	\$90,851.91	\$3,480.92	\$41.44
Fire Fighter 4th. Class	85	\$87,754.69	\$3,362.25	\$40.03
Dispatch 4th. Class				
Fire Fighter/Paramedic Probationary	86	\$88,787.10	\$3,401.80	\$40.50
Fire Fighter Probationary	80	\$82,592.65	\$3,164.47	\$37.67
Dispatch Probationary				

#### Notes:

<sup>1)</sup> Wages depict a 1.5% increase applied effective January 1, 2014 to the hourly base wage for Fire Fighter 1st Class. Annual wages displayed are based on 26.1 pay periods.

# APPENDIX I WAGES

# <u>EFFECTIVE, July 1, 2014 - 1.5% applied to hourly base wage</u> <u>Day Staff</u>

(Day Staff forty (40) hour week)

(Day Stall forty (40) flour week)					
	%	ANNUAL	BI-WEEKLY	HOURLY	
POSITION OR RANK	DIFF.				
Fire Marshal	139	\$145,655.74	\$5,580.68	\$69.76	
Training Officer I	134	\$140,416.33	\$5,379.94	\$67.25	
Senior Fire Inspector/Investigator II					
Emergency Apparatus Technician I					
Fire Training Officer II	125	\$130,985.38	\$5,018.60	\$62.73	
Medical Training Officer II					
Rural Fire Training Officer II					
Fire Inspector II					
Fire Investigator II					
Emergency Apparatus Technician II					
Dispatch Supervisor					
Fire Training Officer III	115	\$120,506.55	\$4,617.11	\$57.71	
Medical Training Officer III					
Fire Inspector I					
Fire Investigator I					
Inventory Control / BA Technician					
Fire Training Officer IV	108	\$113,171.37	\$4,336.07	\$54.20	
Medical Training Officer IV					
Safety Codes Officer					
Public Education / Information Officer	100	\$104,788.30	\$4,014.88	\$50.19	
* Assistant Training Officer	115	\$120,506.55	\$4,617.11	\$57.71	

<sup>\*</sup>Denotes Shift Worker

# **WAGES**

# <u>EFFECTIVE, July 1, 2014 - 1.5% applied to hourly base wage</u> <u>Shift Staff</u>

(Shift Staff forty two (42) hour week)

	%	ANINIIIAI	BI-	HOURLY
POSITION OR RANK	DIFF.	ANNUAL	WEEKLY	HOURLY
Battalion Chief	139	\$145,657.30	\$5,580.74	\$66.44
Captain	125	\$130,986.78	\$5,018.65	\$59.75
Firefighter 15 Years	108	\$113,172.57	\$4,336.11	\$51.62
Firefighter/Paramedic 15 Years				
Dispatcher 15 Years				
Firefighter 9 Years	106	\$111,076.79	\$4,255.82	\$50.66
Firefighter/Paramedic 9 Years				
Dispatcher 9 Years				
Firefighter 5 Years	104	\$108,981.00	\$4,175.52	\$49.71
Firefighter/Paramedic 5 Years				
Dispatcher 5 Years				
Fire Fighter 1st. Class	100	\$104,789.42	\$4,014.92	\$47.80
Fire Fighter/Paramedic 1st. Class				
Dispatch 1st. Class				
Fire Fighter 2nd. Class	95	\$99,549.95	\$3,814.17	\$45.41
Fire Fighter/Paramedic 2nd. Class				
Dispatch 2nd. Class				
Fire Fighter 3rd. Class	90	\$94,310.48	\$3,613.43	\$43.02
Fire Fighter/Paramedic 3rd. Class				
Dispatch 3rd. Class				
Fire Fighter/Paramedic 4th. Class	88	\$92,214.69	\$3,533.13	\$42.06
Fire Fighter 4th. Class	85	\$89,071.01	\$3,412.68	\$40.63
Dispatch 4th. Class				
Fire Fighter/Paramedic Probationary	86	\$90,118.90	\$3,452.83	\$41.11
Fire Fighter Probationary	80	\$83,831.54	\$3,211.94	\$38.24
Dispatch Probationary				

#### Notes:

<sup>1)</sup> Wages depict a 1.5% increase applied effective July 1, 2014 to the hourly base wage for Fire Fighter 1st Class. Annual wages displayed are based on 26.1 pay periods.

# WAGES

# EFFECTIVE, January 1, 2015 - 3% applied to hourly base wage Day Staff

(Day Staff forty (40) hour week)

	%	ANNUAL	BI-WEEKLY	HOURLY
POSITION OR RANK	DIFF.			
Fire Marshal	139	\$150,025.41	\$5,748.10	\$71.85
Training Officer I	134	\$144,628.81	\$5,541.33	\$69.27
Senior Fire Inspector/Investigator II				
Emergency Apparatus Technician I				
Fire Training Officer II	125	\$134,914.94	\$5,169.15	\$64.61
Medical Training Officer II				
Rural Fire Training Officer II				
Fire Inspector II				
Fire Investigator II				
Emergency Apparatus Technician II				
Dispatch <b>Supervisor</b>				
Fire Training Officer III	115	\$124,121.74	\$4,755.62	\$59.45
Medical Training Officer III				
Fire Inspector I				
Fire Investigator I				
Inventory Control / BA Technician				
Fire Training Officer IV	108	\$116,566.51	\$4,466.15	\$55.83
Medical Training Officer IV				
Safety Codes Officer				
Public Education / Information Officer	100	\$107,931.95	\$4,135.32	\$51.69
* Assistant Training Officer	115	\$124,121.74	\$4,755.62	\$59.45

<sup>\*</sup>Denotes Shift Worker

# **WAGES**

# <u>EFFECTIVE, January 1, 2015 - 3% applied to hourly base wage</u> <u>Shift Staff</u>

(Shift Staff forty two (42) hour week)

(Crimit Ottan 101	%		BI-	
POSITION OR RANK	DIFF.	ANNUAL	WEEKLY	HOURLY
Battalion Chief	139	\$150,027.01	\$5,748.16	\$68.43
Captain	125	\$134,916.38	\$5,169.21	\$61.54
Firefighter 15 Years	108	\$116,567.75	\$4,466.20	\$53.17
Firefighter/Paramedic 15 Years Dispatcher 15 Years				
Firefighter 9 Years Firefighter/Paramedic 9 Years Dispatcher 9 Years	106	\$114,409.09	\$4,383.49	\$52.18
Firefighter 5 Years Firefighter/Paramedic 5 Years Dispatcher 5 Years	104	\$112,250.43	\$4,300.78	\$51.20
Fire Fighter 1st. Class Fire Fighter/Paramedic 1st. Class Dispatch 1st. Class	100	\$107,933.10	\$4,135.37	\$49.23
Fire Fighter 2nd. Class Fire Fighter/Paramedic 2nd. Class Dispatch 2nd. Class	95	\$102,536.45	\$3,928.60	\$46.77
Fire Fighter 3rd. Class Fire Fighter/Paramedic 3rd. Class Dispatch 3rd. Class	90	\$97,139.79	\$3,721.83	\$44.31
Fire Fighter/Paramedic 4th. Class	88	\$94,981.13	\$3,639.12	\$43.32
Fire Fighter 4th. Class Dispatch 4th. Class	85	\$91,743.14	\$3,515.06	\$41.85
Fire Fighter/Paramedic Probationary	86	\$92,822.47	\$3,556.42	\$42.34
Fire Fighter Probationary Dispatch Probationary	80	\$86,346.48	\$3,308.29	\$39.38

#### Notes:

1) Wages depict a 3.0% increase applied effective January 1, 2015 to the hourly base wage for Fire Fighter 1st Class. Annual wages displayed are based on 26.1 pay periods.

# APPENDIX I WAGES

# <u>EFFECTIVE</u>, January 1, 2016 - 2% applied to hourly base wage <u>Day Staff</u>

# (Day Staff forty (40) hour week)

	%	ANNUAL	BI-WEEKLY	HOURLY		
POSITION OR RANK	DIFF.					
Fire Marshal	139	\$153,025.92	\$5,863.06	\$73.29		
Training Officer I	134	\$147,521.39	\$5,652.16	\$70.65		
Senior Fire Inspector/Investigator II						
Emergency Apparatus Technician I						
Fire Training Officer II	125	\$137,613.24	\$5,272.54	\$65.91		
Medical Training Officer II						
Rural Fire Training Officer II						
Fire Inspector II						
Fire Investigator II						
Emergency Apparatus Technician II						
Dispatch Supervisor						
Fire Training Officer III	115	\$126,604.18	\$4,850.73	\$60.63		
Medical Training Officer III						
Fire Inspector I						
Fire Investigator I						
Inventory Control / BA Technician						
Fire Training Officer IV	108	\$118,897.84	\$4,555.47	\$56.94		
Medical Training Officer IV						
Safety Codes Officer						
Public Education / Information Officer	100	\$110,090.59	\$4,218.03	\$52.73		
* Assistant Training Officer	115	\$126,604.18	\$4,850.73	\$60.63		

<sup>\*</sup>Denotes Shift Worker

# **WAGES**

# <u>EFFECTIVE, January 1, 2016 - 2% applied to hourly base wage</u> <u>Shift Staff</u>

(Shift Staff forty two (42) hour week)

(Gillit Stall 101	%		BI-	
POSITION OR RANK	DIFF.	ANNUAL	WEEKLY	HOURLY
Battalion Chief	139	\$153,027.55	\$5,863.12	\$69.80
Captain	125	\$137,614.71	\$5,272.59	\$62.77
Firefighter 15 Years	108	\$118,899.11	\$4,555.52	\$54.23
Firefighter/Paramedic 15 Years Dispatcher 15 Years				
Firefighter 9 Years Firefighter/Paramedic 9 Years Dispatcher 9 Years	106	\$116,697.27	\$4,471.16	\$53.23
Firefighter 5 Years Firefighter/Paramedic 5 Years Dispatcher 5 Years	104	\$114,495.44	\$4,386.80	\$52.22
Fire Fighter 1st. Class Fire Fighter/Paramedic 1st. Class Dispatch 1st. Class	100	\$110,091.77	\$4,218.08	\$50.22
Fire Fighter 2nd. Class Fire Fighter/Paramedic 2nd. Class Dispatch 2nd. Class	95	\$104,587.18	\$4,007.17	\$47.70
Fire Fighter 3rd. Class Fire Fighter/Paramedic 3rd. Class Dispatch 3rd. Class	90	\$99,082.59	\$3,796.27	\$45.19
Fire Fighter/Paramedic 4th. Class	88	\$96,880.75	\$3,711.91	\$44.19
Fire Fighter 4th. Class Dispatch 4th. Class	85	\$93,578.00	\$3,585.36	\$42.68
Fire Fighter/Paramedic Probationary	86	\$94,678.92	\$3,627.54	\$43.19
Fire Fighter Probationary Dispatch Probationary	80	\$88,073.41	\$3,374.46	\$40.17

#### Notes:

<sup>1)</sup> Wages depict a 2.0% increase applied effective January 1, 2016 to the hourly base wage for Fire Fighter 1st Class. Annual wages displayed are based on 26.1 pay periods.

# APPENDIX I WAGES

# <u>EFFECTIVE, July 1, 2016 - 2.5% applied to hourly base wage</u> <u>Day Staff</u>

(Day Staff forty (40) hour week)

(25) com receip						
	%	ANNUAL	BI-WEEKLY	HOURLY		
POSITION OR RANK	DIFF.					
Fire Marshal	139	\$156,851.57	\$6,009.64	\$75.12		
Training Officer I	134	\$151,209.43	\$5,793.46	\$72.42		
Senior Fire Inspector/Investigator II						
Emergency Apparatus Technician I						
Fire Training Officer II	125	\$141,053.57	\$5,404.35	\$67.55		
Medical Training Officer II						
Rural Fire Training Officer II						
Fire Inspector II						
Fire Investigator II						
Emergency Apparatus Technician II						
Dispatch Supervisor						
Fire Training Officer III	115	\$129,769.28	\$4,972.00	\$62.15		
Medical Training Officer III						
Fire Inspector I						
Fire Investigator I						
Inventory Control / BA Technician						
Fire Training Officer IV	108	\$121,870.28	\$4,669.36	\$58.37		
Medical Training Officer IV						
Safety Codes Officer						
Public Education / Information Officer	100	\$112,842.86	\$4,323.48	\$54.04		
* Assistant Training Officer	115	\$129,769.28	\$4,972.00	\$62.15		

<sup>\*</sup>Denotes Shift Worker

## **WAGES**

# <u>EFFECTIVE, July 1, 2016 - 2.5% applied to hourly base wage</u> <u>Shift Staff</u>

(Shift Staff forty two (42) hour week)

(Office Staff For	%		BI-	
POSITION OR RANK	DIFF.	ANNUAL	WEEKLY	HOURLY
Battalion Chief	139	\$156,853.24	\$6,009.70	\$71.54
Captain	125	\$141,055.07	\$5,404.41	\$64.34
Firefighter 15 Years	108	\$121,871.58	\$4,669.41	\$55.59
Firefighter/Paramedic 15 Years Dispatcher 15 Years				
Firefighter 9 Years Firefighter/Paramedic 9 Years Dispatcher 9 Years	106	\$119,614.70	\$4,582.94	\$54.56
Firefighter 5 Years Firefighter/Paramedic 5 Years Dispatcher 5 Years	104	\$117,357.82	\$4,496.47	\$53.53
Fire Fighter 1st. Class Fire Fighter/Paramedic 1st. Class Dispatch 1st. Class	100	\$112,844.06	\$4,323.53	\$51.47
Fire Fighter 2nd. Class Fire Fighter/Paramedic 2nd. Class Dispatch 2nd. Class	95	\$107,201.86	\$4,107.35	\$48.90
Fire Fighter 3rd. Class Fire Fighter/Paramedic 3rd. Class Dispatch 3rd. Class	90	\$101,559.65	\$3,891.17	\$46.32
Fire Fighter/Paramedic 4th. Class	88	\$99,302.77	\$3,804.70	\$45.29
Fire Fighter 4th. Class Dispatch 4th. Class	85	\$95,917.45	\$3,675.00	\$43.75
Fire Fighter/Paramedic Probationary	86	\$97,045.89	\$3,718.23	\$44.26
Fire Fighter Probationary Dispatch Probationary	80	\$90,275.25	\$3,458.82	\$41.18

#### Notes:

<sup>1)</sup> Wages depict a 2.5% increase applied effective July 1, 2016 to the hourly base wage for Fire Fighter 1st Class. Annual wages displayed are based on 26.1 pay periods.

# APPENDIX II SHIFT SCHEDULE

# <u>4 Platoons – 2 Shifts – 10 and 14-Hour Work Periods</u>

# 2 Days - 2 Nights - 4 Days Off

# **SCHEDULE ROTATES EVERY EIGHT (8) WEEKS**

SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
8 A.M 6 P.M.	A	A	B	B	C	C	D
6 P.M 8 A.M.	D	D	A	A	B	B	C
8 A.M 6 P.M.	D	A	A	B	B	C	C
6 P.M 8 A.M.	C	D	D	A	A	B	B
8 A.M 6 P.M.	D	D	A	A	B	B	C
6 P.M 8 A.M.	C	C	D	D	A	A	B
8 A.M 6 P.M.	C	D	D	A	A	B	B
6 P.M 8 A.M.	B	C	C	D	D	A	A
8 A.M 6 P.M.	C	C	D	D	A	A	B
6 P.M 8 A.M.	B	B	C	C	D	D	A
8 A.M 6 P.M.	B	C	C	D	D	A	A
6 P.M 8 A.M.	A	B	B	C	C	D	D
8 A.M 6 P.M.	B	B	C	C	D	D	A
6 P.M 8 A.M.	A	A	B	B	C	C	D
8 A.M 6 P.M.	A	B	B	C	C	D	D
6 P.M. – 8 A.M.	D	A	A	B	B	C	C

# **APPENDIX III**

# **BENEFITS SUMMARY**

		VACATION CREDIT ACCRUAL (CLAUSE 19.04)	SICK LEAVE CREDIT ACCRUAL (CLAUSE 22.03)	EMPLOYER CONTRIBUTION OF BENEFITS (ARTICLE 24)
Requested Leave Without Pay	Less Than 30 Days	Yes	Yes	Yes
1 ay	30 or More Days	No (See Clause 19.03 for Part Month)	No (Full Term)	No Employee Pays 100% (Clause 24.04)
Education Leave	Less Than 30 Days	Yes	Yes	No While Off Reimbursement of 100%
	30 or More Days	No (Full Term) (See Clause 19.03 for Part Month)	No (Full Term)	For Reciprocal Period of Time (Clause 24.04)
Vacation		Yes	Yes	Yes
Workers' Compensation	Short Term	Yes 1 - 60 Consecutive Calendar Days	Yes 1 - 30 Consecutive Calendar Days	Yes
	Long Term	No Past 60 Calendar Days	No Past 30 Calendar Days	Until Permanent Pension is Granted or Until 65 (if Employee is Declared Totally Disabled) (Clause 24.06) (for Spouse and Dependants see Clause 22.09)
Sick Leave	Short Term	Yes 1 - 60 Consecutive Calendar Days	Yes 1 - 30 Consecutive Calendar Days	Yes
	Long Term	No Past 60 Calendar Days	No Past 30 Calendar Days	Yes
Short Term Disability		Ceases After 60 Calendar Days Including Sick Leave	Ceases After 30 Calendar Days Including Sick Leave	Yes
Long Term Disability		No	No	Yes 1 Month Paid for Each Year of Service; Employee Pays 100% Thereafter (Clause 24.05)
Maternity		No	No	No Employee Pays 100% (Clause 24.04)

# APPENDIX IV – CLOTHING ISSUE

	Operations Branch	Communications Branch	Maintenance Branch	Training Branch	Fire Prevention Branch
Dress Uniform					
Tunic	1	1	1	1	1
Dress Shirt	1	1	1	1	1
Dress Trouser	1	1	1	1	1
Tie	1	1	1	1	1
Summer Cap	1	1	1	1	1
Oxford Dress Shoe (uniform 1)	1	1	1	1	1
Belt and Buckle	1	1	1	1	1
Name Tags	2	2	2	2	2
I.D. Photo and Badge	1	1	1	1	1
White Dress Uniform Gloves	2	2	2	2	2
Work Uniform	<u> </u>				-1
Work Shirt (5)	4	2	4	4	4
Work Pant (5)	4	2	4	4	4
T-shirt	4	4	4	4	4
Black work socks	4	4	5	5	5
Patrol Jacket	1 (S)	1 (S)	1 (S)	1 (S)	1 (S)
Coveralls	1 (15)	0	5	0	1 (5)
Winter Gloves (leather) or Winter Mitt	1 (S)	1 (S)	1 (S)	1 (S)	1 (S)
(only 1 will be provided) Winter Toque/Hat	1 (S)	1 (S)	1 (S)	1 (S)	1 (S)
Sweater (Upon Request)	1 (6)	1 (6)	1 (6)	1 (6)	1 (6)
T-Shirt Mock (Upon Request)	2	2	0	2	2
Ball Cap (Upon Request)	2	1	1	1	1
Winter Parka ¾ Length (Upon Request)	1 (S)	1 (S)	1 (S)	1 (S)	1 (S)
Winter Boots (3) (Upon Request)	1 (S)	1 (S)	1 (S)	1 (4)	1 (4)
Hall Shoe (9) (Upon Request)	1	1 (11)	1	1	1
Safety Clothing					-
Leather Work Boot Mechanics	0	0	1	0	0
Bunker Bag	1	0	0	1	1
Fire fighter helmet with visor and liner	1 (13)	0	0	1 (13)	1 (14)
Bunker coat with liner	1 (13)	0	0	1 (13)	1 (14)
Bunker pants with liner and suspenders	1 (13)	0	0	1 (13)	1 (14)
Pair of fire fighter boots (bunker)	1 (13)	0	0	1 (13)	1 (14)
NFPA fire fighter boot (tech/rescue)	1 (10)	0	0	1 (10)	1 (10)
Pair of fire fighter safety gloves	1 (13)	0	0	1 (13)	1 (14)
Balaclava	1 (13)	0	0	1 (13)	1 (14)
Rescue Gloves	1	0	0	0	0
Pair of safety glasses	1	0	1	1	1
Hearing protection device	0	0	1	1	1

[New 2014]

#### APPENDIX IV - CLOTHING ISSUE INDEX OF TERMS

S = Seasonal

(3) = High-top Snow boot -

Klondike Felt Pac Boot - C.S.A. Grade 1. Steel toe/steel plate. Shock resistant, Designed for oil workers. Upper made of heavy-duty neoprene coated nylon. Bottoms are neoprene also. Inner boot is 3/8" Thermo-Plus lining. Comes in black, Rated for -64 C.

- (4) = Over-boot and Toe Rubbers
- (5) = Fire Retardant Type of Material and conforming to NFPA 1975 Standard on Station/Work Uniforms for Fire and Emergency Services, 1999 edition.
- (6) = Fire retardant ¼ zip pull over or fleece jacket
- (9) = 5 Eye Tie Blucher Worklytes -

Cement construction, padded collar, Cambrelle cushioned heel pad, outside counter. Sole:High abrasion, lightweight, oil resistant polyurethane sole with air flow/shock absorption system. Colour: Black

(10) = TECH/RESCUE Boot. - with zipper speedlace that meets or exceeds the following:

NFPA 1951: STANDARD Protective Ensembles for Technical Rescue Incidents

NFPA 1977: STANDARD Wildland Fire Fighting

NFPA 1992: STANDARD Liquid Chemicals

NFPA 1999: STANDARD Emergency Medical (Blood Borne Pathogens Resistant)

- (11) = Department will supply up to \$100.00 shoe allowance –Dispatchers
- (13) = All Employees that require "Bunker Gear" will be issued Protective Clothing for protection against heat and flame, which meets the minimum requirements of the Canadian General Standards Board where applicable.
- (14) = All Employees that require "Safety Gear" will be issued Protective Clothing, which meets the minimum requirements of the Canadian General Standards Board where Applicable.
- (15) = Forestry Coveralls (Yellow) Fire Retardant Type of Material and conforming to NFPA 1975 Standard on Station/Work Uniforms for Fire and Emergency Services, 1999 edition.





## **LETTER OF INTENT**

#### **BETWEEN**

#### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

#### **AND**

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

#### LOCAL 2494 I.A.F.F.

#### **RE: COST OF LIVING/TRAVEL ALLOWANCE**

Permanent Employees will be paid a cost of living/travel allowance in the amount noted below. A portion of this will be paid as a travel allowance. If you travel outside of the Region, you are eligible to claim travel expenses against this travel allowance.

Employees are responsible for acting in accordance with Revenue Canada rules when they claim this exemption. For example, while you are not required to submit travel expenses with your income tax return, you must keep receipts for expenses in case Revenue Canada asks to see them.

Effective the signing of this collective agreement, on a bi-weekly basis, all permanent full time Employees will receive:

\$480.00

This letter shall remain in effect until the end of the current collective agreement.

Regional Fire Chief Regional Municipality of Wood Buffalo President Local 2494 Fort McMurray Fire Fighters Association





### LETTER OF INTENT

#### **BETWEEN**

#### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

#### **AND**

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

#### LOCAL 2494 I.A.F.F.

#### **RE: Non Firefighter Paramedic Employment**

The Regional Emergency Services intends to recruit paramedics without firefighter qualifications within the Operations Branch.

The Non-Firefighter Paramedic employed under this agreement will be required to pass a specific paramedic physical fitness assessment as well as a medical aptitude examination.

The employee is not required to train as a firefighter and is not required to pass the firefighter physical testing or aptitude test to qualify for this position.

A Job Description unique to the position will outline the duties and expectations.

### **Seniority**

The Non-Firefighter Paramedic shall maintain both department and branch seniority for a period of twenty-four (24) months. Should the employee choose not to train as a Firefighter Paramedic during the twenty-four months they will cease to accrue seniority within the fire and medical services branch after the twenty four months.

## **Progression to Firefighter Paramedic**

The Non-Firefighter Paramedic will have the opportunity to progress to the Firefighter Paramedic position at any time during their employment. To qualify, the employee must pass the firefighter physical fitness and aptitude testing and must complete six (6) months of assessment as a Firefighter Paramedic.

Should the employee be unsuccessful they will remain in their current Non-Firefighting Paramedic position.

# **Compensation**

Compensation will reflect the current IAFF Collective Agreement, however, Fire and Medical Officer qualifications will only be attained based on time as a qualified Firefighter as outlined in the Collective Agreement and attainment of all necessary courses.

The Non-Firefighter Paramedic will continue to be compensated up to the level of a Senior Firefighter Paramedic

#### Layoffs

In the event that the Regional Emergency Services no longer provides Emergency Medical Services to the region, Non-Firefighting Paramedics may be subject to lay-off. However, they will be given an opportunity to pass the firefighter physical fitness, aptitude testing and pursue initial firefighter training within six (6) months upon potential layoff notification.

Should layoffs occur within the Fire and Medical Services Branch the Non-Firefighting paramedics regardless of their department seniority shall be laid off first.

Regional Fire Chief Regional Municipality of Wood Buffalo President Local 2494 Fort McMurray Fire Fighters Association





# LETTER OF INTENT

### **BETWEEN**

### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

#### **AND**

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

#### LOCAL 2494 I.A.F.F.

## RE: GRANDFATHERING OF THOSE MEMBERS EMPLOYED AS MEDICAL LIEUTENANTS

For the purpose of compensation and for those members employed in the Medical Lieutenants classification on the date of the signing of this agreement those members will be grandfathered in the classification until such time as they leave the classification or organization. Once the member leaves the classification the Medical Lieutenant position will no longer exist and will not be filled by another member.

Members employed in the classification of Medical Lieutenant that are the senior paramedic on shift will not be eligible or receive a senior paramedic premium when employed as the senior paramedic.

Members currently employed as Medical Lieutenant:

Dennis Radke Mark Howdle Max Cowan Regis Chevalier [2014]

Regional Fire Chief Regional Municipality of Wood Buffalo President Local 2494 Fort McMurray Fire Fighters Association





# LETTER OF INTENT

#### **BETWEEN**

#### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

**AND** 

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

LOCAL 2494 I.A.F.F.

## RE: GRANDFATHERING OF THOSE MEMBERS EMPLOYED AS TRAINING OFFICER I

For the purpose of compensation and for those members employed in the Training Officer I classification on the date of the signing of this agreement those members will be grandfathered in the classification with pay until such time as they leave the classification or organization.

Members currently employed as Training Officer I:

Terry Stauffer Tom Klein Gary Mushtuk [2014]

Regional Fire Chief Regional Municipality of Wood Buffalo President Local 2494 Fort McMurray Fire Fighters Association





# LETTER OF INTENT

#### **BETWEEN**

#### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

**AND** 

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

LOCAL 2494 I.A.F.F.

# RE: GRANDFATHERING OF THOSE MEMBERS EMPLOYED AS EMERGENCY APPARATUS TECHNICIAN I

For the purpose of compensation and for those members employed in the Emergency Apparatus Technician I classification on the date of the signing of this agreement those members will be grandfathered in the classification with pay until such time as they leave the classification or organization.

Members currently employed as Emergency Apparatus Technician I:
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Randy Billard

Jason Thomas [2014]

Regional Fire Chief Regional Municipality of Wood Buffalo

President Local 2494 Fort McMurray Fire Fighters Association





#### LETTER OF INTENT

#### **BETWEEN**

#### THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

#### **AND**

## THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

#### LOCAL 2494 I.A.F.F.

#### **RE: PROMOTIONAL PROCESS FOR BATTALION CHIEF**

The Regional Municipality of Wood Buffalo and the IAFF Local 2494 agree to establish a joint committee with equal representation with the following terms of reference:

- 1. Review existing practices for members promoted to Battalion Chief.
- 2. Without binding either party to a specific outcome or limiting either's rights, consider options for addressing any viable improvements in future negotiations.
- 3. The Committee shall convene its first meeting on or before September 1, 2014 and shall make every reasonable effort to conclude its review by January 31, 2015.

This letter will expire upon the settlement of collective bargaining anticipated to begin in 2017 and will be reviewed as part of that bargaining process.

Regional Fire Chief
Regional Municipality of
Wood Buffalo

President Local 2494
Fort McMurray Fire Fighters
Association

Manager, Labour Relations
Regional Municipality of
Wood Buffalo

Wood Buffalo





# LETTER OF INTENT

### **BETWEEN**

## THE REGIONAL MUNICIPALITY OF WOOD BUFFALO

#### **AND**

#### THE FORT McMURRAY FIRE FIGHTERS ASSOCIATION

#### LOCAL 2494 I.A.F.F.

## RE: SENIORITY PROTECTION FOR OFFICERS AND QUALIFIED OFFICERS

All members who currently sit on the Officer Qualification list, at the signing of this agreement will have the time to qualify for the ranks of Captain and Battalion Chief. During the grandfathering period members will be slotted into their appropriate rank based on the current qualification list. This will not allow for the "bumping" of members already qualified or those that sit on a current Officer Rank list.

members already qualified or those that sit on a current Officer Rank list.
For Battalion Chief:
Gordon Thompson Dave Maki
For Captain:

Jed Antony Kevin McNiff Sean Thomas Dennis Eckford

For Acting Captain:

Curtis Selinger Keith Parker Dennis Radke Brad Harding Lana Harding Mark Howdle Nathan Cseke Tyler Carnochan Regis Chevalier Darcy Saby Kris Solbak Scott Germain Max Cowan David Oger James Walker Adam Bugden Shawn Mydan Randy Hoggarth Deryck Mills Jeremy Hebert

Regional Fire Chief Regional Municipality of Wood Buffalo President Local 2494 Fort McMurray Fire Fighters Association





### **POLICY**

TITLE:	MUTUAL SHIFT EXCHANGES
<b>BRANCH:</b>	RES – ALL BRANCHES

#### **STATEMENT**

The purpose of this document is to provide guidance on Mutual Shift Exchanges.

#### **SCOPE**

All staff covered by the IAFF Collective Agreement

#### **DETAILS**

- Employees with compatible qualifications shall be allowed shift exchanges, provided no overtime is foreseen (those employees who are EMT's must replace themselves with EMT's, excepting when they are scheduled to work as a pump operator).
- Mutuals not approved on the previous tour, shall require verbal notification to the Battalion Chief (or his designate)/ Supervisor, from the originator of the mutual. This shall be done preferably one (1) hour prior to shift commencement. Shift exchange application forms shall be signed by the employees and the duty Battalion Chief/Supervisor involved before the shift is due to commence.
- Due to circumstances beyond his control the employee may obtain a verbal approval from the Battalion Chief/Supervisor to have another employee work for him.
- An employee unable to honour an approved shift exchange, due to extenuating circumstances, i.e. sick, must replace him/herself with an employee of compatible qualifications and must have the approval of the Battalion Chief/Supervisor.
- A Mutual shall not be granted:
  - o If it would result in working two (2) full consecutive shifts
  - o To accept an overtime shift
  - o For the purpose of moonlighting
  - o If it would result in missing a scheduled training course
  - o To probationary employees

- One half (1/2) a shift following or preceding the work shift may be allowed. An employee working over on a mutual shift shall inform the person he is to relieve if he suspects a delay in normal relief.
- Mutual exchanges for two (2) hours or less may be approved verbally by the Battalion Chief (or Captain on duty)/Supervisor. The Captain shall inform the Battalion Chief of any mutuals he has approved.
- The employee working the mutual shift exchange shall lose his/her pay for the shift in question when that employee fails to report for duty. Should overtime be required to fill the position the employee shall be required to pay the municipality back at their overtime rate.

Failure to comply with these guidelines will result in the employee losing all shift exchange privileges; the employee shall lose his/her mutual privileges for a period of one (1) year.

#### REFERENCES

• Current IAFF Collective Agreement

#### **REVISION HISTORY**

- July 6, 2010
- June 24, 2014

Regional Fire Chief	Manager, Human Resources	IAFF Union President
Date	Date	Date





TITLE:	UNIFORM DRESS
<b>BRANCH:</b>	RES – ALL BRANCHES

#### **STATEMENT**

This Directive is to advise personnel of the appropriate dress for uniformed personnel in the performance of their duties.

#### RESPONSIBILITIES

# All Uniformed Personnel

- Uniforms shall be kept neat and clean.
- Care of clothing is the responsibility of the member to whom it was issued.

## **DETAILS**

## **Uniform Regulations**

- Members shall wear their work uniform while on duty.
- The following personnel will wear navy collared work shirts or issued T-Shirts and navy work pants for general department duties:
  - o Fire fighters
  - o Fire fighter/paramedics
  - o Fire apparatus technician
- The following personnel in direct contact with the public will wear collared work shirts:
  - Officers
  - o IAFF day staff
- Civilian clothing may be worn to and from work, but shall not be worn with Fire Department issue except as noted:
  - Motorcycle or bicycle helmets are acceptable with uniform when travelling to and from work or approved functions.
  - O Sweat suits or gym shorts may be worn for exercising and may be allowed to be worn in the lounge/kitchen area for the purpose of answering a phone call or getting a drink of refreshment while on work-out exercise.

- o Notwithstanding the above, clothing regulations will be waived in an emergency call-back. Full or partial uniform is strongly encouraged in this situation.
- O Notwithstanding the above, significant inclement weather in emergency situations may warrant utilizing non-department issued clothing.
- The following issue shall be worn as noted:
  - o Shoes must be black, shine able, hard toe.
  - o Leather boots must be black, hard toe and shall be worn for fire ground training, drill, bush fires, or at emergency scenes if rubber steel toed boots are not worn.
  - o Epaulets/rank insignia to be worn on:
    - Patrol jackets
    - Work shirts
    - Dress Shirts
  - o Name tags shall be worn on tunics and patrol jackets over the right breast pocket.
  - O Shoulder flashers shall be attached to all sleeves, 5/8" down from the shoulder seam and centered on the sleeve. For more than one flasher, a 5/8" separation between them.
  - O Blue or Yellow coveralls may be worn as required to perform duties that will damage or soil uniforms and may be left on to respond to an emergency incident. Personnel assigned to primary ambulance duties when responding on ambulance calls will not be allowed to wear coveralls. Dates will be determined from year to year as to when coveralls can be worn in place of uniform, for members assigned to firefighting duties during peak bush fire periods.

### Parade Dress

- Parade dress shall be worn for special formal occasions such as Fallen Fire Fighters Memorial, Award Presentations, Balls, appearances before Boards, Funerals, Remembrance Day, and may include other special functions pending approval by the Fire Chief or his designate.
- Parade dress shall consist of the following items:
  - o Tunic
  - o Patrol jacket
  - o Summer cap
  - o Dress shirt
  - Dress pants
  - o Tie
  - o Black (polished) shoes
  - o Black socks
  - o Issued service epaulets, medals, pins, collar dogs
- During the hours of 2300 to 0700 hours the Uniform Dress Directive may be relaxed with the exception of any public contact off Fire Department property or specially convened meetings.

# Use of Uniform Off-Duty

Use of any issued clothing worn off duty must be approved by the Fire Chief or his designate.

# Service Badges

- To be worn on lower part of left sleeve 1/4" above the rank markings on Tunics (centre outside) and on lower part of left sleeve 5" above edge of sleeve on Patrol Jacket (centre outside).
  - o All time accumulated in a bonafide fire and/or ambulance service either on a voluntary or full-time basis will be acknowledged.
  - o For accumulated service other than the Fort McMurray Fire Department, documentation will be required stating bonafide fire or ambulance service and the length of service.
  - o Exemplary Service Medals may be worn (above the left breast pocket) on tunics and patrol jacket.

# Replacement of Uniforms

- Apparel that has excessive wear or is damaged shall be replaced by the departments clothing quartermaster.
- Members must return worn or damaged clothing to the quartermaster in order to receive replacement uniforms.
- Lost uniform items shall be replaced at the expense of the employee.

### **REFERENCES**

- Professional Appearance Policy
- Municipal Dress Policy
- Current IAFF Local 2494 Collective Agreement Appendix IV

### **REVISION HISTORY**

- May 22, 1997
- February 4, 2008
- January 10, 2012
- October 21, 2013
- June 24, 2014

Regional Fire Chief	Manager, Human Resources	IAFF Union President
 Date	Date	Date





TITLE:	MINIMUM MANNING BEFORE INTERIOR ATTACK
<b>BRANCH:</b>	RES – ALL BRANCHES

# **STATEMENT**

In order to ensure the safety of Fire Department personnel there shall be four (4) Fire Fighters and a Fire Officer assembled at the scene before interior attack on a structure fire.

# **REVISION HISTORY**

- January 09, 2006
- June 24, 2014

Regional Fire Chief	Manager, Human Resources	IAFF Union President
Date	Date	Date





TITLE:	TIME OFF WHILE ATTENDING TRAINING COURSES
<b>BRANCH:</b>	RES – ALL BRANCHES

### **STATEMENT**

This Policy directs staff when required to attend training courses provided by the Regional Municipality of Wood Buffalo (RMWB).

#### **DETAILS**

- Training and/or other special assignment that is scheduled, the employee will be transferred to a new schedule of work.
- One (1) shift equals Ten (10) hours.
- Each day assigned to training shall consist of a ten (10) hour day from 08:00 until 18:00. If course material is completed prior to 18:00, the remainder of the time will be filled with additional training. If the course material is completed before 12:00 all members will complete the day on-shift with the current platoon that is working.
- Any on-duty member working overtime at the time the course is complete will be relieved of duty by qualified members from the training course.
- Employees are expected to follow their regular shift schedule before and after the training and/or special assignment.
- If a regular scheduled shift occurs prior to a training day the employee is expect to report to duty. With exception of night shift immediately preceding the training day, employee will be relieved of duty.
- If a regular scheduled shift occurs the after the training course is complete the employee is expected to report to duty. Exception, when a night shift falls on the same day of the last day of training, employee will be relieved of duty.
- When a member is required to travel outside the Municipality, members shall be given time off from 08:00 the day of the travel day to 08:00 of the day following the conclusion of the course.
- Time entry will occur upon completion of the training allowing for any calculation adjustments.
- Employees will be advised as to any training lieu days owed to them when the training is complete.

#### Calculation

• Assess the numbers of days off to the number of days worked, shift for shift.

- First day back to work after a complete four (4) days off prior to going on training and/or other special assignment until the conclusion of 4 days off following the training.
- Subtract number of days worked and training days from not worked and then divided by two (2).
- If the number is positive, then the RMWB owes the employee that number of days or the employee shall bank the additional time at one times (1.0x) rates.
- If the number is negative, no Lieu days are owed and the employee is not expected to repay the time.
- If the training lieu is not taken within 90 days from the completion of the training, the employee will be paid at one point five (1.5x) rates.
- Training Lieu time is to be taken no later than 90 days after the training course following the Operations Staffing directive.
- Sick time taken during a training day will be considered a day off and calculated accordingly.
- Sick time taken during regular shift occurring within the training calculation period requires a Doctor's note. If a Doctor's note is provide the shift will be considered a day off sick with no adjustment to the training calculation. If a Doctor's note is not provided the day will be considered a day off and calculation adjusted accordingly.

#### REFERENCES

Date

- Current IAFF Collective Agreement
- Operational Staffing Directive

### **REVISION HISTORY**

January 01, 2008 June 24, 2014

Regional Fire Chief	Manager, Human Resources	IAFF Union President

Date

Date





TITLE:	IAFF PROMOTION BOARD PROCESS
<b>BRANCH:</b>	RES – ALL BRANCHES

#### **STATEMENT**

The purpose is to give all Members of the Union a fair and equal opportunity for progression or promotion in the service and to establish and promote, from eligibility lists, those Members qualified for promotion.

#### **DETAILS**

The Promotion Board shall have the authority to administer, organize, implement and conduct all affairs with respect to the Promotional Policy. Decisions will be made by consensus and include qualification and promotion up to and including the following Officer Rank(s) as per Article 25.09 The Regional Fire Chief and Union President respectively shall select or remove members of the promotions board.

When required the Promotion Board shall consist of:

Two (2) Employer's Representatives.

Two (2) Union Representatives.

One (1) Training Branch member (none voting member)

Board Members shall choose their own Chair, who may delegate certain responsibilities to one or more Board Member(s). Board Members must be in the same or higher Rank than those being examined. No Member of the Board on either side shall have any direct family relationship to candidate(s) participating in the examination process.

The board shall meet a minimum of four (4) times a year.

Examination shall be based on the training received in or from the Regional Emergency Services (Fort McMurray Fire Department) and may include rules and regulations, procedures, general orders, Municipal Fire By-Laws, Union Agreement, Regional Emergency Services (Fort McMurray Fire Department) Training Manual or I.F.S.T.A. manual, Officer Development Program and supervisory responsibilities.

Personal assessment will be conducted by an interview. The interview will be behaviour based associated with personal experiences during their career and mentorship.

All promotional information will be posted on the RES Intranet site. All information is testable up until the date of the exam.

All candidates intending to participate in the promotional exam process shall participate in the Officer Development program including command courses.

Mark promotional examinations and personal assessment (each candidate shall be interviewed by the Board to assess qualities and abilities such as leadership, communication and relative interpersonal skills) impartially and average all four board members marks. (Rounded up to the nearest whole number)

- o Written exam requires a pass mark of 70%
- o Personal Assessment requires a pass mark of 70%
- o An overall pass mark of 70% must be achieved

If there is a request agreed to by the employer and union for any additional promotional exam writings in the same calendar year. Qualified candidates will be given 120 days' notice prior to the commencement of the Promotional exam and provided opportunity to participate in the Officer Development program.

If there is more than one (1) promotional exam in the same calendar year, for the purposes of seniority on the qualification list, they shall be considered one (1) exam writing.

Should a Member fail to qualify on the examination, he may compete again at the next examination.

# **Appeal Process**

- Any appeal regarding the Written Examination mark(s) shall be submitted in writing to the Promotion Board within five (5) working days after being informed of their failure in the process.
- The Promotion Board shall reconvene and review the concerns addressed in the appeal. Within one (1) calendar month of appeal, the Promotion Board shall inform the Employee, in writing, of any adjustments to his marks or as to his success or failure in the appeal process.
- Failure to reach consensus or uncertainty relating to the Policy, the Regional Fire Chief and President of the Union will be asked to settle the matter. If the matter can not be settled in this manner, other remedies as outlined in the Collective Agreement shall be utilized.
- Should the employee be successful with their appeal, they will be given the
  opportunity to write the exam and take the interview for that promotional exam at
  the earliest convenience of the Promotion Board. If successful, they will be placed in
  the appropriate position based on Branch Seniority retroactive to when they would
  have become qualified.
- If an additional writing is required due to an appeal, once the Board receives notification of the members results and they are successful the applicant(s) will be give a minimum of one (1) months notice to prepare for the exam.

#### RESPONSIBILITY

#### **Promotions Board**

- Post the minimum number of positions on any Qualification List(s) as required by Departmental and collective agreement language as per Article 25.
- Conduct promotional examinations within the first week of December each year.
- Compile, maintain and post (Officer's Qualifications List) for promotion to Officer Rank.

#### Candidate for Promotion

- Those members wishing to participate in the examination shall inform the Promotions Board by March 1<sup>st</sup> of each year and must provide a letter from the Training Branch by July 1<sup>st</sup> verifying that they have the required qualifications.
- If a candidate becomes aware that he/she will not be able to participate in the examination, he/she shall immediately notify the Promotion Board who may reschedule the examination. If the examination is not rescheduled, a Member shall be permitted to undertake the examination within thirty (30) days of his return to work, provided his absence was due to illness substantiated by a medical certificate or other approved leave.
- If the candidate is unsuccessful in any course that is required for promotional purposes and their appeal will not allow them to participate in that current writing. Due to circumstances beyond their control, they have not received their mark(s) in time for the writing.
- Initiate the promotion exam appeal process

#### Training Branch member of the Promotion Board

- Examination material shall be drawn from a question bank compiled by the Promotion Board. Examination questions shall be chosen to measure the candidate's knowledge and must be relevant as applied to the rank for which he is attempting to qualify.
- Inform the Member of their success or failure, review the examination with them and confirm in writing their individual results.
- Code promotional examinations to ensure that the identification of the employee is not possible; keep the contents of the promotional examination papers confidential.
- That where the examination is, in the opinion of the Promotion Board, of a specialized nature, they may require that the examination be set by a person not on, but approved by, the Board.

### Chair of the Promotion Board

- Shall regularly provide updates to the Union and Chief Officers or as requested by the parties.
- Compile, monitor and post annually by Feb 1st, a list of those Members that would be qualified to participate (by time and qualification in branch(s) only) in any promotional examination in that year.
- Post by September 1<sup>st</sup> each year, the number of positions to be competed for.
- Identify and post by September 1<sup>st</sup> each year any subject material to be included in the examination.
- Make examination papers available to an Arbitration Board constituted to hear such grievances.

#### Timeline

February 1<sup>st</sup> - List of Qualified members with time served

➤ March 1<sup>st</sup> - Member individual indicate their intention to participate in the promotional process

➤ July 1<sup>st</sup> - Officer Mentorship begin on shift pending proof of Qualifications

➤ Sept 1<sup>st</sup> - 120 day Notification of Exam (Communicated by the promotion board)

➤ Nov 15<sup>th</sup> - Letter from the Training Branch verifying qualifications

Nov - Officer Development Program

➤ Dec 1<sup>st</sup> week - Promotional Exam

### **DEFINITIONS**

### **Mentorship**

- Candidate will be given the opportunity to perform in the role of an Officer while on shift under the direct supervision of a Qualified Officer. Time spent will vary depending on the candidates comfort level and progress in an Officer position based on direct feedback from the Battalion Chief.
- During the Mentorship the candidate shall complete a competency based evaluation to ensure the candidate is self-aware of their positive attributes and areas for development in becoming a successful and suitable officer.
- Requirements
  - An Officer Evaluation form shall be complete every tour through face to face discussions.
  - o Complete the 'Officer Development Workbook' submits to the Promotion Board for review prior to the Officer Development Program.
  - o Battalion Chief's final sign off.

## **Officer Development Program**

 3-4 week training course administered by the RES Training Branch. Candidates are removed form shift and participate in both theory knowledge and practical skills of an Officer for Regional Emergency Services.

### **Behavior based interview**

• Is based on specific employment related situations.

# REFERENCES

• Current IAFF Collective Agreement

# **REVISION HISTORY**

June 5, 2008

Date
 June 24, 2014

Regional Fire Chief
 Manager, Human Resources
 IAFF Union President

Date

Date





TITLE:	FUNERAL PROTOCOL		
<b>BRANCH:</b>	RES – ALL BRANCHES		

### **STATEMENT**

The following protocol is to assist Regional Emergency Services in the event of a line-of-duty death, or a death other than line-of-duty.

#### **SCOPE**

All Staff of Regional Emergency Services.

#### **DETAILS**

Please see the Regional Municipality of Wood Buffalo Fort McMurray Fire Department Line Of Duty Death Operational Procedure.

# • Death in the Line of Duty

- o The Municipal Flag at Municipal Buildings shall be lowered to half-mast when the notification of death is received. The flag shall remain at half-mast each day, up to and including the day of the funeral. Flags shall remain at half-mast at all fire stations for 30 days passed the day of the funeral.
- o RES shall provide a Canadian Flag that shall be draped over the casket, amazing grace shall be played during removal and folding of the flag by the Honor Guard and after the funeral the Flag shall be presented to the family.
- o Regional Emergency Services will cover all costs associated with respect to the funeral service, to a maximum of two (2) month of a first class (1<sup>st</sup>) firefighters rate of pay.
- o Should a member of Local 2494 die in the line of duty The Fort McMurray Fire Fighters Association, will cover all costs associated with the reception after the funeral.

# REFERENCE

• Regional Municipality of Wood Buffalo Line of Duty Death Operational Procedure August 18, 2010

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- January 1, 2011June 24, 2014

Regional Fire Chief	Manager, Human Resources	IAFF Union President
Date	Date	Date