

and



COLLECTIVE AGREEMENT

January 1, 2008 to December 31, 2011

14809 (01)

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COLLECTIVE AGREEMENT

Between

STRATHCONA COUNTY FIRE FIGHTERS UNION; LOCAL 2461, I.A.F.F.

(hereinafter referred to as "the Union"),

OF THE FIRST PART

AND

STRATHCONA COUNTY,

a Municipal Corporation (hereinafter referred to as "the County")

OF THE SECOND PART

1. <u>TERMS OF AGREEMENT</u>

- 1.01 This Agreement shall become effective upon the date that the said Agreement is duly executed by the proper officials of the County and the Union, and shall remain in force and effect beyond the expiration date from year to year thereafter, unless either party at any time in the last four (4) months of the term of the Agreement requires by notice in writing the other party to meet and bargain collectively.
- 1.02 If amendment is desired, the contents of the amendment shall be transmitted to the other party as specified under the terms of the Alberta Labour Relations Code. The existing Collective Agreement shall remain in force until the process of collective bargaining has been completed in accordance with the provisions of the Alberta Labour Relations Code. Changes in this 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.

Proposals shall be exchanged between the County and the Union at the first meeting unless otherwise mutually agreed to between both parties prior to the date of the meeting.

1.03 The duration of the Agreement shall be January 1, 2008 to December 31, 2011.

2. <u>SCOPE</u>

2.01 This Agreement shall apply to all members of the bargaining unit of the Union as defined by the Alberta Labour Relations Code.

3. DEFINITIONS

- 3.01 <u>Acting Officer:</u> The words "acting officer" when used in this Agreement shall mean a member who is designated to serve temporarily in an officer's position for which he is qualified.
- 3.02 <u>Branch:</u> The term "branch" means a grouping of positions, within a division, having similar, or closely related duties and responsibilities.
- 3.03 <u>Calendar Year:</u> The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing on January 1st and ending on December 31st.
- 3.04 <u>Call Out</u>: The words "call out" shall mean the summoning of a member to his place of work during his off-duty hours for the purpose of carrying out the duties of the Fire Department.
- 3.05 <u>Division</u>: The term "Division" means a grouping of positions having similar, or closely related, duties and responsibilities.
- 3.06 <u>Fire Fighters</u>: "Fire Fighters" means the employees, including officers and technicians, employed by the County and assigned exclusively to Fire Protection and Fire Prevention duties notwithstanding that those duties may include the performance of ambulance or rescue services.
- 3.07 <u>Gender:</u> Whenever male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.
- 3.08 <u>General Illness:</u> An illness of more than four (4) consecutive work days duration, resulting in the inability of a member to perform the duties of their position; a certificate signed by a qualified medical or dental practitioner is required.
- 3.09 <u>Initial Probation</u>: Initial probation when used in this agreement, shall mean the initial trial period of employment within the department for the initial employment period as set out in Section 12.01.
- 3.10 <u>Interpretation</u>: In this Agreement, unless the contrary intention appears, words in the singular shall include the plural, and words in the plural shall include the singular.

- 3.11 <u>Member:</u> Any full-time classification listed under Schedule of salaries, Appendix I, shall be considered a member covered by the collective agreement.
- 3.12 <u>Permanent Member</u>: The words "permanent member" when used in the Agreement shall mean any member who has successfully completed the required probationary period of a permanent position and has continued in the employment of the County.
- 3.13 <u>Promotion</u>: Promotion shall mean the advancement of a member to an officer position bearing higher wages than the position from which he came.
- 3.14 <u>Promotional or Reclassification Probation</u>: Promotional or reclassification probation when used in this agreement shall mean the initial trial period of a member transferred to an officer position bearing higher wages than the level from which he came or the initial trial period of a member who has changed job position as set out in Section 14.06.
- 3.15 <u>Quarterly Period</u>: The words "quarterly period" when used in this Agreement shall mean a calendar period of three months, of which there are four per year: first, January to March, inclusive; second, April to June, inclusive; third, July to September, inclusive; and fourth, October to December, inclusive.
- 3.16 <u>Rank</u>: The word "rank" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 3.17 <u>Regular Rate of Pay</u>: The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to a member specified for the rank of his position in Appendix I of this Agreement.
- 3.18 <u>Shift</u>: The word "shift" when used in this Agreement shall mean the daily hours of work assigned to a position as set out in this Agreement.
- 3.19 <u>Shift Schedule</u>: The words "shift schedule" when used in this Agreement shall mean a timetable of shifts assigned to a position, which includes one complete rotation of such shifts (see Appendix II and IIA).
- 3.20 <u>Working Days:</u> Consecutive days exclusive of Saturday, Sundays or holidays recognized by the County (applies to Clause 18.02).
- 3.21 Date of hire shall be referred to as "<u>anniversary date</u>," Date of hire is considered the first day of full-time employment with the County. This definition applies only to annual vacation leave clause 10.02.
- 3.22 "<u>Seniority</u>" referenced in clause 16.

- 3.23 "<u>Branch seniority</u>" reflects the actual time a Member has spent working in a Branch on a full-time basis. This definition is to be used for promotional purposes only.
- 3.24 "<u>Rank seniority</u>" is based on the date of promotion and actual time a member has spent in a specified officer rank. This definition is to be used for promotional purposes only.

4. MANAGERIAL RESPONSIBILITIES

- 4.01 The Union recognizes that it is the function of the County to exercise all of the regular and customary functions of management, including the right to direct the working forces of the County subject to the express terms of this Agreement. The question of whether any of these rights are expressly limited by this Agreement may be decided in accordance with the Grievance procedure.
- 4.02 The County will provide an up-to-date collective agreement in paper and electronic format to all members.

5. UNION RECOGNITION

5.01 <u>Recognition</u>

The County recognizes the Union as the exclusive bargaining agent of the members covered by this Agreement with respect to rates of pay, hours of work, pensions and other terms and conditions of employment or service.

5.02 Check-Off of Union Dues

The County agrees to deduct union dues from the wages of all members covered by this Agreement. Deductions shall be made from each pay cheque and forwarded to the Union, together with a list of members from whom deductions have been made.

5.03 <u>No Discrimination</u>

There shall be no discrimination or coercion against any member for reason of engaging in lawful activities in support of or as a member of the Union.

5.04 Union Executive Members shall suffer no loss of pay and be relieved from regular duties while attending meetings between employer and union, dealing with union business. A maximum of four (4) members will suffer no loss of pay during negotiations.

6. LIAISON COMMITTEE

- 6.01 The parties agree that there shall be a joint Union-Management Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The committee shall consist of not less than two (2) and not more than five (5) representatives from each of the Union and Management and will meet not less than once every month. Meetings may be waived by mutual consent. They shall establish their rules of procedure for the committee's operation. A County and a Union representative shall be designated as joint chairmen and shall alternate in presiding over meetings. Minutes of each meeting will be signed jointly by a representative of both groups and each group will receive a copy of the typed minutes prior to the next liaison meeting. Prior to any meeting of the committee, each party shall deliver to the other party an agenda of all items they intend to discuss. Union members will suffer no loss of pay and be relieved from regular duties while attending Union-Management Liaison Committee meetings.
- 6.02 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the County and does not have the power to bind the Union or its members or the County to any decisions or conclusions reached in their decisions. The Committee shall have the power to make recommendations to the Union and the County with respect to its discussions and conclusions.

7. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 7.01 Both the Union and the County agree that it is desirable to maintain high standards of health and safety in the Fire Department in order to eliminate to the extent possible, accidents and illnesses. Therefore, there shall be a joint advisory committee established for the purpose of achieving these objectives.
- 7.02 The Committee will be made up of a maximum of four (4) representatives from the Union and a maximum of four (4) members appointed by the Fire Chief notwithstanding that additional members may be appointed by mutual agreement of the committee members, the Fire Chief and responsible Deputy Chief.
- 7.03 An Annual Report of the activities of the Committee will be prepared by the Chairman, reviewed by the Committee and submitted to the Fire Chief and the Union in January of each year.
- 7.04 The Committee will be guided, but not limited, to the following activities:
 - a) The promotion and participation of departmental safety and wellness programs;
 - b) The immediate detailed investigation of departmental accidents, deaths, or injuries with the intent of determining fundamental causes but not legal liability;

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- c) The development of data and statistics to assist in the analysis of accident causes and injury rates in addition to work related sicknesses;
- d) The periodic inspection of Fire Department facilities and apparatus in order to detect possible hazardous conditions or unsafe work methods.
- e) The audit of training programs for: emergency responses, use of equipment, and the understanding of strategy and tactics, to ensure safe work practice through appropriate training and skills maintenance.
- 7.05 Based on investigation or study the committee shall include an objective target date for the abatement of such hazardous conditions as have been identified. All recommendations made by the committee shall include an objective target date for the abatement of such hazardous condition as have been identified.
- 7.06 Any dispute arising out of the activities of this committee and not resolved by the action of the committee itself shall be considered a proper subject to be dealt with and resolved under the grievance procedure.
- 7.07 The committee will meet quarterly or as requested by any two (2) members of the committee to deal with the business of the committee; or, as required to deal with immediate matters pertinent to the activities of the committee.
- 7.08 The committee shall be chaired by the Fire Chief or his designate.

8. WORKING CONDITIONS

- 8.01 <u>Reporting for Duty</u>
- 8.01.01 Members shall report for their regular hours of duty at the place directed by the person in charge and shall go to and from such place on their own time.
- 8.02 Hours of Work
- 8.02.01 The regular hours for the members of the Fire Suppression Branch shall be ten (10) hour and fourteen (14) hour shifts to average forty-two (42) hours per week in accordance with the shift schedule attached as Appendix II to this Agreement.
- 8.02.01.01 The regular hours for the members of the Communications Branch shall be ten (10) hour and fourteen (14) hour shifts to average forty-two (42) hours per week in accordance with the shift schedule attached as Appendix IIA to this Agreement.
- 8.02.02 The regular hours for the members of the Fire Prevention and Investigation Branch, Occupational Health, Safety & Training Branch and the Fire Fighter Paramedic Coordinator shall be eight (8) hours per day, five (5) days per week, Monday to Friday from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

The regular hours for the Communication Officer shall be eight (8) hours per day, five (5) days per week, Monday to Friday from 07:30 hours to 16:30 hours with one (1) hour off for lunch.

- 8.02.02.01 The regular hours of the Occupational Health & Safety and Training Branch may be adjusted at the discretion of the Fire Chief to accommodate the delivery of preplanned training sessions. The number of hours adjusted will not exceed 10% of the regular hours each year.
- 8.02.03 The hours specified in 8.02.01 and 8.02.02 may be adjusted at the discretion of the Fire Chief and in consultation with the member concerned, to accommodate courses, meetings, or seminars.
- 8.02.04 Notwithstanding Section 8.02.03 educational developmental opportunities may be provided to staff and remuneration for attendance at those functions shall be remunerated at the regular hourly wage rate. These activities include project team meetings, protocol meetings, OH&S meetings, Communication Operator meetings, training advisory committee meetings, officer meetings and other activities jointly agreed by the Union and the Fire Chief.
- 8.02.05 In the application of Clause 8.02.03, members will either receive one (1) shift in lieu of each scheduled day or be paid at straight time for time spent at courses or seminars, at the discretion of the Fire Chief. If members spend six (6) hours or less at a course or seminar, inclusive of travel time, they will be paid at straight time. If members spend more than six (6) hours at a course or seminar, inclusive of travel time, or be paid for twelve (12) hours at straight time. If applicable, the lieu shift(s) shall be scheduled off as soon as practical before or following the scheduled course at the discretion of the Fire Chief.
- 8.02.06 In the application of Clause 8.02.03 the following criteria shall apply:
 - a) The choice of members for developmental courses should be based on job seniority when ever possible, and continue in descending seniority until a member is selected, and in accordance with the Human Resource Development Policy;
 - b) Members may be selected out of seniority for remedial courses which are identified on a members performance evaluation;
 - c) Members who are qualified for a position shall not be eligible, except that members may request courses and his attendance may be approved for attendance at developmental courses for that position by the Fire Chief.
- 8.03 Overtime Work

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- 8.03.01 Where a member is required to work in excess of his shift, he shall be compensated at two (2) times his regular hourly rate. Compensable overtime shall be calculated on the basis of each thirty (30) minute period or portion thereof.
- 8.03.02 A member may be granted time off in lieu of pay for overtime worked, calculated in accordance with 8.03.01 and 8.04.01. The scheduling of time off will be by mutual agreement between the member and the Fire Chief.
- 8.04 Call-Out
- 8.04.01 All members shall be subject to call-out. A member called out for work outside of his regular shift shall be paid at the overtime rate for the period of call-out with a minimum period of two (2) hours. For all time worked beyond the two (2) hour minimum, compensation shall be calculated on the basis of each thirty (30) minute period or portion thereof.
- 8.05 Pay for Work on Statutory Holidays
- 8.05.01 A member required to work or be involved in department approved training on a statutory holiday, specified in this Agreement for which he is eligible, shall be paid at two (2) times his regular hourly rate of pay for each hour worked.
 Time in lieu as defined in 8.02.05 shall not apply on statutory holidays.
- 8.05.02 The premium rates of pay specified in this article shall apply to the Statutory Holidays specified in this Agreement and shall be paid only to those members who work on the actual calendar day established as the Holiday by legislation.
- 8.06 Relieving in Senior Positions, Extra Duties and Secondment
- 8.06.01 When a member is placed in a senior position in the Department for periods of five (5) or more consecutive hours the member shall receive pay for the next higher rank or pay level to his position while acting in such senior capacity.
- 8.06.02 Qualified Officer may only act as a Lieutenant, and a confirmed Lieutenant may only act as a Captain and an Assistant Platoon Chief may only act as a Platoon Chief.
- 8.06.03 Members may be seconded to other Divisions or Branches by written mutual agreement between the employee affected and the Fire Chief provided that the following terms are met:
 - a. The secondment written agreement shall contain duration of secondment, hours of work, remuneration, responsibilities and identification of a supervisor;
 - b. No member shall suffer a loss of wages due to a Secondment.

- c. The secondment written agreement shall be provided to the union no less than 14 calendar days prior to initiating the secondment.
- 8.06.04 Members may be requested to undertake an extra dutie(s) for the County by written mutual agreement between the employee affected and the Fire Chief provided that the following terms are met:
 - a. The extra duties written agreement shall contain duration of project, hours of work, specific tasks, remuneration, responsibilities and identification of a supervisor.
 - b. The extra duties written agreement shall be provided to the union no less than 14 calendar days prior to initiating the project.
 - c. Extra duties are duties not defined within a members' job description, not normally performed during regular scheduled work hours and will take more than 12 hours to complete.
- 8,07 <u>Committee Remuneration</u>
- 8.07.01 Designated committee work will paid at one and a half times (1.5) regular hourly rate.
- 8.08 Instructor Remuneration
- 8.08.01 Instructor classroom time will be paid at one and a half times (1.5) regular hourly rate.

9. <u>REMUNERATION</u>

- 9.01 <u>Wages</u>
- 9.01.01 The rates of pay as set out in Appendix I to this Agreement shall apply during the term of this Agreement.
- 9.02 <u>Service Pay</u>
- 9.02.01 Service Pay in the amount of .35 of 1% of a member's monthly salary shall be payable after completing five (5) consecutive years of service and an additional .35 of 1% of monthly salary shall be paid each month for each additional five (5) years of service as set out in Appendix III.
- 9.02.02 Service pay shall be pensionable earnings.
- 9.03 <u>Shift Differential</u>

9.03.01 A shift differential shall be paid for each hour worked on a regular shift between the hours of 18:00 and 08:00. The rate of the shift differential shall be \$.90 per hour effective January 1, 2008 and \$1.00 per hour effective January 1, 2009.

9.04 <u>Retroactivity</u>

Any member in the service from the expiry of the former Collective Bargaining Agreement shall receive a retroactive payment of the difference of any increase to the regular rate of pay back to the effective date of the current Collective Bargaining Agreement, based on their employment within the scope of this agreement. Regular rate of pay will include the member's regular pay, any overtime payments, statutory holiday pay, shift differential and acting pay unless otherwise indicated.

10. <u>BENEFITS</u>

10.01 <u>Statutory Holidays</u>

10.01.01The following days shall be recognized as Statutory Holidays for the purposes of this Agreement and all permanent members and probationary employees shall be entitled to the Holidays specified, namely:

New Year's DayFamily DayGood FridayEaster SundayVictoria DayCanada DayCivic DayLabour DayThanksgiving DayRemembrance DayChristmas DayBoxing DayChristmas FloaterFloater

- 10.01.02 All members working a ten (10) and fourteen (14) hour rotating shift schedule, whether at work on the Statutory Holiday or not, shall receive and bank in each calendar year thirteen (13) shifts representing the Statutory Holidays enumerated in Article 10.01.01 in accordance with the following:
 - a) All members shall have the option of taking seven (7) days in lieu as time off or pay. All members shall have six (6) days in lieu automatically paid.

At no time will any member be allowed to take pay in lieu of time off before the member earns such time or pay.

b) Banked shifts will be booked as time off on mutual agreement between the member and the Fire Chief, or his designate, and taken with no reduction in salary.

- d) Pay in lieu of time off shall be calculated at twelve (12) hours pay, per day at the member's regular hourly rate.
- e) A member working a ten (10) and fourteen (14) hours rotation shift schedule, on general sick leave and Long Term Disability will not receive or bank any lieu days.
- f) The Christmas Floater holiday shall be observed on December 24th from 12:00 hours to 00:00 hours and December 31st from 12:00 hours to 00:00 hours.
- 10.01.03 All members working an eight (8) hour day, forty (40) hour week schedule shall receive or be paid for the Statutory Holidays enumerated in Article 10.01 in accordance with the following:
 - a) All such members shall receive the recognized Statutory Holidays for which they are eligible, with pay, or other days with pay in lieu of such Statutory Holiday, or pay in lieu, providing they are available for work in accordance with the shift preceding, during and following the designated day for the holiday or on approved leave.
 - b) The following are deemed to be "approved leave":
 - 1. Vacation Leave;
 - 2. Compassionate Leave;
 - 3. Casual Illness, if accompanied by a medical certificate;
 - 4. Workers' Compensation;
 - 5. Approved Leave for a period of ten (10) working days or less;
 - 6. Scheduled days off.
 - c) Where the County designated a day in lieu of the actual Statutory Holiday for the majority of its employees, a member may be allowed off on such a day. In the event that this is not possible, the member may be allowed a day off in lieu of the Statutory Holiday at the time mutually agreed between the member and the Fire Chief.
 - d) If a day off cannot be provided prior to the end of the subsequent quarterly period, the member shall receive payment in lieu thereof.
 - e) Pay in lieu of time off for members working an eight (8) hour day, forty (40) hour work schedule shall be eight (8) hours pay at the members hourly rate.

- f) The Christmas Floater holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
 - (i) on December 24 when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
 - (ii) on December 27 when Christmas Day falls on a Monday or a Wednesday;
 - (iii) on December 28 when Christmas Day falls on a Sunday.

10.02 <u>Annual Vacation Leave</u>

10.02.01 The following provisions for annual vacation shall apply to all members covered by this Agreement.

10.02.01.01 TEN AND FOURTEEN HOUR SHIFT MEMBERS

10.02.01.01 TEN AND FOURTEEN HOUR SHIFT MEMBERS

- 1. Members who have completed less than one full year of service prior to vacation booking in December shall take vacation after their first anniversary date.
 - a. Vacation days are earned at 12 hours per month prior to completing six (6) years of continuous service.
 - b. Vacation will be taken in a 4 consecutive day block(s) (a tour).
 - c. Any accrued vacation unable to be taken in a 4 day block shall be taken based on the members' following two options:
 - i. be paid out at current hourly rate on, or after their anniversary date
 - ii. Or, taken as a vacation day(s) prior to the next calendar year. The extra day(s) shall be picked during vacation selection after 4 day blocks have been picked.
 - d. After a member has initiated their second calendar year of employment vacation shall be accrued from January to December of each year.
- 2. Members who are in the first (6) years of employment shall earn (12) hours a month or 12 shifts.
- Members who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service will be eligible to book vacation for their 7th calendar year at (16) shifts per year (equivalent to 16 hours per month).
- Members who have completed fifteen (15) years of continuous service or more will be eligible to book vacation for their 16th calendar year at the rate of twenty (20) shifts per year (equivalent to 20 hours per month).
- Members who have completed twenty-three (23) years of continuous service will be eligible to book vacation for their 24th calendar year at the rate of twenty-four (24) shifts per year (equivalent to 24 hours per month).

- 6. A year of continuous service is deemed to be a period of twelve (12) consecutive months of service which commences from the member's original date of employment.
- 7. Members that have vacation hours accrued that do not correspond with (4) day blocks due to anniversary date and calendar date off set shall have the options of using this time based on section 10.02.01.01 (c).
- 8. In the event that a member resigns or retires from Strathcona County and has used all their vacation to be earned prior to the end of their year of continuous service and there is a vacation-deficit owing to the County, the employer will recover this financial deficit through deductions on the members' final pay.

10.02.01.02 EIGHT HOUR PER DAY AND FORTY HOURS PER WEEK MEMBERS

- 1. Members who have completed less than six (6) years of continuous service will earn vacation at the rate of fifteen (10) days per year (equivalent to 10 hours per month).
- Members who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service will earn vacation at the rate of twenty (20) days per year (equivalent to 13.33 hours per month).
- 3. Members who have completed fifteen (15) years of continuous service or more, will earn vacation at the rate of twenty-five (25) days per year (equivalent o 16.67 hours per month).
- 4. Members who have completed twenty-three (23) years of continuous service, will earn vacation at the rate of thirty (30) days per year (equivalent to 20 hours per month), effective January 1, 2001.
- 5. A year of continuous service is deemed to be a period of twelve (12) consecutive months of service which commences from the members original date of employment.
- 10.02.02 A new member is not eligible to take their vacation allotment during their first year of employment. A member will be entitled to use only the amount of vacation earned in the prior calendar year for scheduling vacation the next calendar year.
- 10.02.03 It is understood that the pay for vacation shall be based on the regular rate of pay established in Appendix I for the rank of the position to which the member is confirmed or for which he is serving the required probationary period.
- 10.02.04 Members working ten (10) and fourteen (14) hour shifts may not take less than one (1) week or a complete shift rotation for any allotted vacation period. Members working eight (8) hour days (forty hours per week) may take less than one (1)

week or a complete shift rotation for any allotted vacation period with the approval of the member's direct supervisor.

- 10.02.05 A member who leaves the service before having completed one full year of service shall be entitled to vacation pay in accordance with the Alberta Employment Standards Act, and the Regulations thereunder.
- 10.02.06 Annual vacation shall commence on the first day when a member would have reported back to work following completion of a regular shift except as mutually agreed by the Fire Chief and the member concerned.
- 10.02.07 A member who has been on Leave of Absence without pay for thirty (30) or more consecutive calendar days shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that member worked with pay in the service of the County.
- 10.02.08 If a permanent member is unable to take the entitled vacation due to illness or an accident, the entitlement shall carry over to the following year.
- 10.02.09 In the event a member becomes ill while on annual vacation and the period of illness is in excess of four (4) days, then the period in excess of four (4) days shall be deemed to be sick leave. Such member shall be reimbursed the appropriate number of vacation days providing the period of illness can be corroborated with a certificate from a qualified medical doctor.
- 10.02.10 The Fire Chief has final authority in approving all vacation schedules.
- 10.02.11 After five (5) years of service, vacation entitlement of up to five (5) days or four (4) shifts (whichever is applicable) per year may be banked and taken in another year. A member's total vacation entitlement, banked and regular, shall not exceed thirty (30) days or twenty-four (24) shifts (whichever is applicable) in any one year.
- 10.02.12 A member who is on Long Term Disability shall not earn vacation during that period of absence. The member's continuous service calculation with the County shall be maintained during their absence on Long Term Disability.
- 10.03 Leave of Absence
- 10.03.01 <u>General</u>

The County may grant leave of absence without pay and without loss of seniority to any member requesting such leave for good and sufficient cause, such requests to be in writing and approved by the Fire Chief.

10.03.02 A member engaged in other employment for gain without the express written consent of the Fire Chief while on leave of absence shall be deemed to have automatically terminated his service with the County.

10.03.03 <u>Compassionate Leave</u>

- 10.03.03.01 Temporary leave of absence with pay shall be granted up to a maximum of four (4) shifts as required because of the critical illness or death of spouse, child, parent, brother, sister, mother-in-law, father-in-law or grandparent.
- 10.03.03.02 Additional compassionate leave of absence with pay due to exceptional circumstances, may be granted at the sole discretion of the Fire Chief.
- 10.03.03.03 Leave with pay to attend funeral services of persons more distantly related than those listed above may be granted at the discretion of the Fire Chief.
- 10.03.04 Maternity and Parental Leave
- 10.03.04.01 Maternity leave will be granted to a member in accordance with the Employment Standards Code. Members must have been employed with Strathcona County for 52 consecutive weeks. The maternity leave is not more than 15 weeks starting at any time during the 12 weeks immediately before the estimated date of delivery. The member must give six weeks written notice of the date she intends to begin leave and four weeks notice of the date she intends to return to active duty.
 - a) Health Related Portion of the Maternity Leave

During the two-week Employment Insurance waiting period, Strathcona County will top-up salary to 95% of the member's regular earnings. Verification that a member is in receipt of employment insurance benefits is necessary to provide the top-up benefit. A medical certificate must be provided to Emergency Services, confirming the date the child was born and the duration of the leave that the physician indicates is health related. During the health-related portion of the maternity leave Strathcona County will top-up salary to 95% of the members' regular earnings. The benefit coverage that the member has at the time of her leave will continue during the health related portion of the absence. At the end of this period, parental leave will commence, and benefit coverage will continue if the member pays both employer employee portions of the cost of the premiums.

b) When a pregnancy interferes with the performance of duties or the Administration has a concern for the member' s health, the Administration may reassign a member to duties at no loss of pay, or by notice in writing to the employee, require them commence to sick leave.

10.03.04.02 Parental Leave

a) A member who has been employed with Strathcona County for 52 consecutive weeks is entitled to parental leave without pay for a

maximum of 37 weeks. The member must give at least six weeks written notice of the date they intend begin parental leave and four weeks notice of the date they intend to return to full and active duty. During that time a member may receive benefit coverage by paying the employee and employer portions of the cost of the premiums.

b) A member wishing to return to work prior to the agreed return date may do so with two weeks' notice.

10.03.04.03 Adoption Leave

- a) The County will grant adoption leave to a member who is adopting a child. The member must have been employed with Strathcona County for 52 consecutive weeks. Written notice of leave must be provided to the Emergency Services Department at least two weeks before a member can reasonably expect to obtain custody of the child.
- b) Adoption leave consists of not more than 37 consecutive weeks of leave without pay within 52 weeks after the child is placed with the adoptive parents. During that time a member may receive benefit coverage by paying the employee and employer portions of the cost of the premiums.
- c) If a member cannot provide at least two weeks' written notice, they must notify the Emergency Services Administration immediately after receiving notice of the adoption.

Only one parent of a child referred to clause 10.03.04.03 (b) will be granted adoption leave.

10.03.04.04 Shared Leave

If both parents are employees of Strathcona County parental leave may be taken wholly by one of the employees or be shared by both. Only one parent will be granted parental leave at a time.

10.03.04.05 Anniversary Date

A member who has been on Maternity, Parental or Adoption Leave will have their anniversary date adjusted for evaluation purposes only. A member will not earn vacation leave during this period, the exception being for maternity health related reasons.

10.03.05 Paternity Leave

- 10.03.06 Absence for Union Business
- 10.03.06.01 Members shall suffer no loss of regular wages when they are required to attend authorized meetings of any form with official County representatives.
- 10.04 <u>Sick Leave</u>
- 10.04.01 The County provides sick leave for an illness or accident for which compensation is not payable under the Worker's Compensation Act.
- 10.04.02 A member shall be allowed a credit of sick leave computed from the date of employment at the rate of two and one half (2½) working shifts for each month of employment up to a maximum of sixty (60) working shifts or one hundred twenty (120) calendar days for General Illness and one and one half (1½) working shifts for each month of employment up to a maximum of eighteen (18) working shifts for Casual Sick Leave.

A member granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of shifts thus paid shall be deducted from the members' accumulated sick leave credits up to the total amount of the member's accumulated sick leave credits.

a) When a ten (10) and fourteen (14) hour shift member has accrued the maximum sick leave credit of sixty (60) working shifts or one hundred twenty (120) calendar days for General Illness or eighteen (18) working shifts for Casual Illness, the member shall no longer accrue sick leave credits until such time as the member's total accumulation is reduced below the maximum. At that time, the member shall commence accumulating sick leave credits for General Illness only. At the next calendar year the member will be credited with the maximum entitlement of sixty (60) working shifts or one hundred twenty (120) calendar days for General Illness and eighteen (18) working shifts for Casual Illness.

When a ten (10) and fourteen (14) hour shift member uses sick leave credits, they shall be reduced by twelve (12) hours per shift or the portion of the shift for which the member was absent.

- b) When an eight (8) hour per day and forty (40) hour per week member has accrued the maximum sick leave credit of eighty-five (85) working days or one hundred twenty (120) calendar days for General Illness or eighteen (18) working days for Casual Illness, the member shall no longer accrue sick leave credits until such time as the member's total accumulation is reduced
- c) below the maximum. At that time, the member shall commence accumulating sick leave credits for General Illness only. At the next calendar year the

member will be credited with the maximum entitlement of eighty-five (85) working days or one hundred twenty (120) calendar days for General Illness and eighteen (18) working shifts for Casual Illness.

When an eight (8) hour per day and forty (40) hour per week member uses sick leave credits, they shall be reduced by eight (8) hours per day or the portion of the day for which the member was absent.

10.04.03 Sick leave credits shall not accrue during any leave of absence, sick leave or Long Term Disability.

A member who does not qualify for Long Term Disability benefits or who exhausts their accumulated sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay and benefits during the duration of the illness. In order to remain on benefits the member must pay their portion of the benefit premiums.

- 10.04.04 Before any payment is made under the foregoing regulations, the member shall provide:
 - a) The member shall advise the appropriate Officer/Supervisor daily if he/she is unable to fulfill scheduled shift obligations for absences of four (4) days or less;
 - b) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of more than four (4) days. This certificate shall be submitted within 15 days of return to full-time duty. Non-compliance shall result in loss of salary for days absent;
 - c) A further medical certificate, if requested by the County, at the end of each month for the duration of the disability when the disability extends for a period of over one (1) month.
- 10.04.05 The Fire Chief and Union will have an Alternate Work Program Policy for members temporarily not able to perform their regular job duties due to a medical disability.
- 10.05 <u>Court Leave</u>
- 10.05.01 A member shall not lose regular wages as a result of being subpoenaed for jury duty, but any fees received, other than actual expenses, shall be paid to the County.
- 10.05.02 When a member is summoned or subpoenaed as a witness or a defendant to appear in court <u>in an official capacity</u> to give evidence or to produce County records, that member shall be allowed leave with pay, but any witness fee received shall be paid to the County.
- 10.05.03 Should the reason for attendance in court be job-related and due to the member's official capacity, then the overtime wage rate shall apply for off-duty hours.

- 10.05.04 When a member is subpoenaed as a witness in a <u>private capacity</u>, that member may be allowed leave with pay if authorized by the County, but any witness fees received shall be paid to the County.
- 10.05.05 When a member is required to appear in court to defend himself in his personal capacity, that member may be granted leave of absence without pay for the period of time required as approved by the Fire Chief.
- 10.06 Supplementation of Workers' Compensation Award
- 10.06.01 Subject to the provisions hereinafter set forth, if a member is unable to perform his regular duties due to an occupational accident or illness that occurred in the course of his work for the County and the accident or illness is recognized by the Workers' Compensation Board as compensable, the member shall, during the period of compensation payments, receive his regular rate of pay as set forth in Appendix I from the County and the member shall assign all Workers' Compensation payments to the County.
- 10.06.02 The member's regular rate of pay as set forth in Appendix I for the rank or the position to which the member was permanently confirmed or was serving the required probationary period shall be reduced by the normal deductions for Canada Pension Plan, Income Tax and such other deductions as may be appropriate.
- 10.06.03 The supplementation of Workers' Compensation Awards shall not be payable to any member entitled to compensation after pension age, if such a member is entitled to a pension or after the full age of sixty-five (65) years if such a member is not entitled to a pension.
- 10.06.04 The supplementation of Workers' Compensation Awards shall not be payable to a member when he is able to return to work or after he is granted a permanent pension by the Workers Compensation Board for either partial or total disability.
- 10.06.05 In no event shall the supplementation of Workers' Compensation Awards be paid to a member in excess of thirty (30) months supplementation.
- 10.07 Life Insurance, Long Term Disability and Medical Insurance Benefits
- 10.07.01 Alberta Health Care Insurance is compulsory for all members. Members may waive coverage through the County if they are covered by a spouse's plan. The County shall contribute 80% of the cost of the premiums for such insurance.
- 10.07.02 All members shall be eligible to participate in the Strathcona County Employee Benefit Plan from the date of hire.
- 10.07.03 <u>Life Insurance, Accidental Death and Dismemberment and Long Term Disability</u> <u>Group Plans</u>
- 10.07.03.01 Life Insurance and Accidental Death and Dismemberment Group Plans

- 10.07.03.01.01 It shall be a condition of employment that all permanent members participate in the Life Insurance, Accidental Death and Dismemberment Group Plans provided in the Strathcona County Employee Benefit Plan. The County shall pay 80% of the cost of the premiums for such insurance.
- 10.07.03.02 Long Term Disability Group Plan
- 10.07.03.02.01 It shall be a condition of employment that all permanent members participate in the Long Term Disability Group Plan provided in the Strathcona County Employee Benefit Plan. The member shall pay 100% of the cost of the premiums for such insurance.
- 10.07.04 The County shall pay 80% of the premium cost for each member participating in the Extended Health Care Option of the Strathcona County Employee Benefit Plan.
- 10.07.05 The County shall pay 80% of the premium cost for each member participating in the Dental option of the Strathcona County Employee Benefit Plan.
- 10.07.06 The County shall deduct from the monthly salary of each member enrolled in the Strathcona County Employee Benefit Plan, the member's premiums and shall remit payment for the premiums to the appropriate insurers. The benefits include:
 - a. Life Insurance, Accidental Death and Dismemberment, and Long Term Disability;
 - b. Extended Health Care;
 - c. Dental Health Care;
 - d. Alberta Health Care.
- 10.07.07 The County shall pay 100% of the premium to provide three hundred and fifty thousand dollars (\$350,000.00) of Accidental Death and Dismemberment Insurance Coverage (family or single) through the Strathcona County Group Accident Insurance Program effective July 1, 1986.
- 10.07.08 In the event that the County should undertake to transfer the Strathcona County Employee Benefit Plan from one carrier to another, it is agreed that the level of benefits will not decrease below the present level. The Fire Fighters Long Term Disability Plan changes will be in consultation with the Union.
- 10.07.09 Where the County requires members to be immunized or vaccinated, the County shall provide such vaccinations or immunizations at no cost to the member.
- 10.08 Local Authorities Pension Plan

- 10.08.01 All permanent members, after one year of continuous service, shall be enrolled in the Local Authorities Pension Plan. The member has the option of paying back their portion of the first year's pension contributions after enrolling in the Pension Plan. Contributions to the Plan shall be made by the County and the members in accordance with the regulations of the Plan.
- 10.09 In the event of a member line-of-duty death, the County shall provide financial contribution to the members' immediately family to cover memorial costs at the amount of two (2) months of a First class Fire Fighter's salary.

11. DRESS UNIFORM AND EQUIPMENT

- 11.01 Dress Uniform and Equipment Fire Suppression Branch
- 11.01.01 All members shall upon entering the service be issued a Dress Uniform and equipment as follows:
 - One (1) tunic;
 - One (1) dress coat;
 - Two (2) pair of dress pants with choice of material weight;
 - Two (2) white dress shirts (tailored);
 - Two (2) ties;
 - One (1) uniform cap complete with hat badge;
 - One (1) pair of winter dress gloves;
 - One (1) pair of dress shoes;
 - One medic pouch complete with scissors, stethoscope, flashlight
- 11.01.02 In addition to the first issue of clothing and equipment, each Fire Fighter shall be entitled to further issues of winter hats, ties, uniform caps, tunics, dress pants, dress shirts, dress coat, and dress shoes once every five (5) years, or in case of special circumstances (alterations, damage to uniform) the uniform article will be altered and/or replaced.
- 11.02 Dress Uniform Communications Branch
- 11.02.01 All members, upon entering the service, shall be issued a dress uniform as follows:
 - One (1) tunic;
 - One (1) dress coat;
 - Two (2) pair of dress pants or skirts with choice of material weight;
 - Two (2) white dress shirts (tailored);
 - Two (2) ties;
 - One (1) uniform cap complete with hat badge;
 - One (1) pair of dress shoes;
 - One (1) pair of dress gloves;

- 11.02.02 In addition to the first issue of dress uniform, each member shall be entitled to further issues of ties, uniform caps, tunics, dress pants, dress skirts, dress shirts, dress coat, dress shoes and sweaters and vests once every five (5) years, or in case of special circumstances (alterations, damage to uniform) the uniform article will be altered and/or replaced).
- 11.03 <u>Clothing and Equipment Fire Prevention and Investigation Branch & Occupational</u> Health & Safety and Training Branch
- 11.03.01.01 All members shall, upon entering the service, be issued clothing and equipment as follows:
 - Two (2) tunics;
 - One (1) dress coat;
 - Four (4) pairs of pants with choice of material weight;
 - Five (5) shirts (tailored with choice of long or short sleeves);
 - Two (2) ties;
 - One (1) uniform hat complete with hat badge;
 - One (1) uniform cap;
 - One (1) pair of winter dress gloves;
 - One (1) pair of dress shoes;
 - One (1) winter parka;
 - One (1) pair safety boots;
 - One (1) winter hat;
 - One (1) pair of insulated coveralls;
 - Two (2) pairs of coveralls;
 - One (1) pair of overshoes.
- 11.03.02 Twenty-four (24) months after the first issue of clothing and equipment and at twenty-four (24) month intervals thereafter, there shall be issued to each member:

Two (2) pairs of coveralls or one (1) pair of insulated coveralls; One (1) pair of safety boots or dress shoes (annual).

11.03.03 Twenty-four (24) months after the first issue of clothing and equipment and at twenty-four month intervals thereafter, there shall be issued to each member as follows:

Two (2) tunics; Four (4) pairs of pants choice of material weight; Five (5) shirts (tailored with choice of long or short sleeves); Two (2) ties;

One (1) pair winter dress gloves;

- One (1) pair of overshoes.
- 11.03.04 In addition to the first issue of clothing and equipment, each member shall be entitled to further issues of winter hats, ties, uniform caps, tunics, dress coats and

parkas as required.

- 11.04 Any member who through neglect or negligence, destroys, damages or loses any of the clothing issued to him by the County, shall pay for or replace the same.
- 11.05 <u>Safety Clothing Fire Suppression and Communications Branch</u>
- 11.05.01 The County shall ensure that all items of safety clothing to protect the members from injury and hazardous conditions are provided and maintained at no cost to the members.
- 11.05.02 The Safety Clothing Policy, including the base and scheduled issues within the Occupational Health, Safety & Training Standard Operational Procedures shall be considered part of the Collective Agreement.
- 11.05.03 The County shall establish a Safety Clothing Committee, as outlined in the Safety Clothing Policy, consisting of the following members:
 - One (1) member from Administration
 - One (1) member appointed by the Union
 - One (1) member from each platoon
 - One (1) member from the Communications Branch

The Safety clothing Committee will recommend any changes to the style, type of material and replacement cycle for all articles of safety clothing in the base and scheduled issues.

- 11.05.04 All recommendations from the Safety Clothing Committee shall require approval of both the Union and Fire Chief, prior to implementation. Approved changes shall be signed off by both parties. A sign off sheet shall accompany the policy.
- 11.06 The standards or quality of the Dress Uniform issued to members or changes in same, shall meet the standards as established and approved by the Liaison Committee.
- 11.07 If a uniform or article of required apparel supplied by the County is damaged or destroyed while on the job, the article shall be replaced by the employer, providing that the member produces the said article.
- 11.08 Any item that is to be issued will be in Department stock before the issue date.

12. <u>EMPLOYMENT</u>

12.01 Each member shall serve a probation period the length of which shall be twelve (12) months from the date of entering the service.

- 12.02 At any time while the member is on probation, he may be released should the Fire Chief so determine.
- 12.03 Supervision
- 12.03.01 A full-time officer of at least a Captain's rank, or a member qualified to act in a Captain's rank, shall be assigned to and in charge of each full-time station.
- 12.04 Residence within Strathcona County shall not be a condition of employment.
- 12.05 Medical examinations required by the County for permanent staff shall meet the approval of both Management and the Union and the physician shall be appointed by Management. Expenses of such medicals shall be borne by the County.
- 12.06 The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations within the bargaining unit.
- 12.07 In the event that the County creates a new rank or position, the rate of pay shall be negotiated with the Union.
- 12.08 All members covered by this Agreement shall retire from service at age sixty-five (65) years.

13. **PROMOTIONS**

- 13.01 All promotions shall be based on seniority, rank seniority qualifications as established in the department Human Resource Development Policy, and ability.
- 13.02 An officer's qualified list shall be established by the County and only those members of the Fire Department whose names appear on the said list, will be eligible for promotion to officers' rank. All promotions to officers' rank shall be made within a reasonable time of the occurrence of a vacancy in the position required to be filled.
- 13.03 Should a member elect to decline a promotion, the promotion will be offered to the next most qualified member. If this member accepts the promotion, the original member will permanently remain below the promoted member with regards to any future promotions, but will retain their seniority position with regards to all other clauses within this agreement.
- 13.04 Reclassification and Promotion Policy
- 13.04.01 A separate memorandum attached as Appendix IV between the two parties to this Agreement has established a Reclassification and Promotion Policy.

14. <u>DIVISIONS AND TRANSFERS</u>

- 14.01 In recognition of the job functions within the Fire Department, the Department shall be divided into Divisions as follows:
 - a) Emergency Operations
 - b) Support Services
- 14.02 Branches Within Divisions
- 14.02.01 The Emergency Operations Division of the Department shall be further divided into two (2) Branches as follows:
 - a) Fire Suppression
 - b) Communications
- 14.02.02 The Support Services Division of the Department shall be further divided into two (2) Branches as follows:
 - a) Fire Prevention & Investigation
 - b) Occupational Health, Safety & Training
- 14.03 In all Divisions, promotions shall be made in accordance with the Officers' Promotion Policy.
- 14.04 Notices of vacancies required to be filled will be posted in accordance with the provisions of Section 18 of the Agreement.
- 14.05 A member temporarily transferred from one (1) Division to another, shall not lose seniority standing in the Division transferred from, nor shall that member possess seniority standing within the division to which the member has been transferred on a temporary basis.
- 14.06 A member when promoted shall serve a promotional probation period of twelve (12) months but shall be exempt from Article 12.02 of the Collective Agreement.
- 14.07 A member promoted to a vacancy resulting from the promotion of a more senior member may be required to revert to his former position if the senior member requests a return to his former position during the one (1) year probationary period.
- 14.08 At any time while serving such a probation period, a member may choose to return or be returned by the Fire Chief to the member's previous position without penalty.
- 14.09 After the probationary period expires, members wishing to transfer back to their former Division Branch, or another position, shall apply to the Fire Chief in writing. Such applications will be honoured as vacancies permit. Such members will assume their former classification and seniority, and for a period of one (1) year following the date of transfer will not be eligible for promotion. After the one (1) year period expires, the member shall assume his proper seniority less the time spent in

the former Division or Branch. Seniority in a Division or Branch will be recognized for promotion within that Division or Branch.

- 14.10 Notwithstanding the conditions of 14.09 the Fire Chief may, at his discretion, require the person requesting a transfer to the member's former Division, Branch, or another position, to requalify via an examination and evaluation for the requested position. In addition, the Fire Chief may require the person to undergo a medical examination at the County's expense. The medical examination shall meet the approval of both Management, and Union, and the physician shall be appointed by the County.
- 14.11 All qualifying examinations shall be reasonable and relative to the position being filled.
- 14.12 A member requesting a transfer from the Support Services Division or a Communication Operator requesting a transfer to a position in Emergency Operations who has not previously served in that Division, shall be required to meet the minimum requirements of the Full-Time Staffing Policy.

15. LAYOFFS AND RECALLS

- 15.01 If any position to which a permanent member has been promoted is abolished or affected by reason of staff reduction, the member holding such position may, at his option, revert to the position formerly held within the branch of the department or will be given a general priority throughout the County service for any vacancy for which he is qualified.
- 15.02 If the permanent staff of the department, or branch thereof, is to be reduced, the members last appointed thereto, belonging to the rank to be so reduced, shall be the first discharged. The principle of valid performance records, where available, will be considered in contemplating layoffs and the union will be notified.
- 15.03 If the staff of the department, or branch thereof, is increased, permanent members formerly belonging to the class to be so increased who have been discharged solely by reason of previous reduction in such staff, shall, if available, be re-engaged according to the previous seniority standing held by them in preference to other applicants and if re-engaged within one (1) calendar year, shall retain the seniority and benefits provided in this Agreement and enjoyed before layoff.

16. <u>SENIORITY</u>

16.01 Establishing Seniority

16.01.01 A member's seniority shall commence with the first day of full-time employment within the Department. Where two or more persons begin employment with the

Department on the same day their seniority shall be established by the Selection Committee at the time of hiring prior to their start date.

- 16.02 A member shall not lose seniority rights if he is absent from work due to sickness, accident, lay-off or approved leave of absence.
- 16.03 A member shall lose his seniority in the event:
 - a) the member is discharged and is not reinstated;
 - b) the member resigns;
 - c) the member is laid off and fails to report for work within seven (7) days after being notified in writing by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the member to keep the County informed of his current address.
- 17. Grievance Procedure
- 17.01 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether the difference is arbitrable, shall be settled in accordance with the following procedures.
- 17.02 Grievances shall be initiated by the Union or the aggrieved member in writing to the union on a form provided by the County. The grievance, if accepted by the union, shall be initiated within thirty (30) days from the day that the incident giving rise to the grievance came to the attention of the Union or the aggrieved member. A grievance not filed within the said thirty (30) day period, will be deemed to have been abandoned.
- 17.03 The grievance shall be initiated with the Fire Chief and shall state the full particulars of the grievance.
- 17.04 Within ten (10) working days of the initiation of the grievance, the Fire Chief shall meet with the Union and endeavour to resolve the difference.
- 17.05 Within five (5) working days of the meeting between the Fire Chief and the Union, the Fire Chief shall provide the Union with a written decision on the grievance together with the reasons for the decision.
- 17.06 Unless the decision of the Fire Chief settles the grievance, the Union may, by

notice in writing and within ten (10) working days, refer the grievance to the Commissioner. Such notice shall contain a full statement of the particulars of the grievance.

17.07 After the grievance has been received by the Commissioner, and within twenty (20) working days, the appropriate representatives of the County shall meet with the

Union and endeavour to resolve the difference.

- 17.08 Within ten (10) working days of the meeting between the appropriate County representatives and the Union, the County shall provide the Union with a written decision on the grievance together with the reasons for the decision.
- 17.09 If the decision of the County does not settle the grievance, the Union may by notice in writing to the County and within thirty (30) days refer the grievance to arbitration. A grievance not referred to arbitration within the thirty (30) days, shall be deemed to have been abandoned. A notice of intent to refer the grievance to arbitration shall contain a full statement of the grievance and the name of the Union's nominee to an Arbitration Board. The County shall within five (5) working days inform the Union of its appointee to the Arbitration Board. The two nominees so selected shall, within five (5) working days of the appointment of the County nominee, appoint a third person who shall be the chairman of the Arbitration Board.
- 17.10 If the County fails to appoint a nominee within the time limited under Article 17.09 the appointment shall be made by the Minister of Labour upon the request of either party. If the two nominees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party.
- 17.11 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the Arbitration Board, but if there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the Board.
- 17.12 The Arbitration Board may quash or confirm any action taken by either party and may vary any action taken by either party respecting personal discipline.
- 17.13 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- 17.14 Each party appointing a nominee shall bear the expense of its respective nominee and shall bear one-half (1/2) the expenses of the Chairman of the Arbitration Board.

18. POSTING AND FILLING VACANCIES

- 18.01 Notices of vacancies required to be filled, shall be conspicuously posted for a period of thirty (30) calendar days in sufficient locations so that all members of the Union may be made aware of the vacancy. This notice may be waived by mutual agreement between the Union and the County.
- 18.02 All applications shall be addressed to the Fire Chief. A copy of all postings shall be sent to the Union. The Fire Chief shall notify the Union of the proposed appointee and the names of all members who are unsuccessful applicants, upon the

completion of the selection process. The Fire Chief shall also notify each member who was an unsuccessful applicant, of the name of the successful applicant. Such member shall have five (5) working days from the date of notification to initiate a grievance, if he has one, in accordance with the grievance procedure. The County shall appoint the selected applicant if no grievance has been initiated following the expiry of five (5) working days from the date the last member received notification from the County, and the appointment shall be final, subject to satisfactory completion of the probationary period.

- 18.03 Any vacancy required to be filled must be posted immediately. However, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment, which in no instance shall exceed one hundred & twenty (120) calendar days, may be made.
- 18.04 Appointments may be made by mutual agreement between the Union and County without posting.

19. MEMBER'S PERFORMANCE REVIEW AND MEMBER'S FILES

- 19.01 When a formal assessment of a member's performance is made, the member concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood.
- 19.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since any disciplinary action or subsequent disciplinary action was taken.
- 19.03 Upon request of a member, the personnel file of that member shall be made available for examination in the presence of an authorized representative of the County.

20. <u>GENERAL</u>

- 20.01 The County will indemnify and save harmless any member from any action, claim or cause or demand whatsoever that may be made or arise out of the member carrying out his duties of a member, except where the action of a member constitutes a gross disregard or neglect of his duty as a Fire Fighter.
- 20.02 All reasonable expenses and costs of a member with respect to any civil, quasicriminal, or criminal action taken against, or in respect to a member of the Union, arising out of such member's actions while engaged in his duties as a member, will be paid by the County, subject to the office of the County Solicitor approving the appointment and continued employment of the Union's choice of Legal Counsel. Such approval shall not be unreasonably withheld or withdrawn. This Clause shall not be construed to mean that the County shall pay any costs or expenses for a member of the Union incurred during the Department's internal

disciplinary proceedings against such member nor with respect to the processing of grievances.

- 20.03 The County shall make adequate provisions for supplying food and refreshments to members on emergency calls for continuous periods of over three (3) hours. The cost shall be limited to a maximum of \$12.00 per person.
- 20.04 Dry Cleaning
- 20.04.01 Members in the Fire Suppression Branch and the Communications Branch shall receive a dry cleaning allowance of eighty-five dollars (\$85.00) per year.
- 20.04.02 Members in the Fire Prevention & Investigation Branch and the Occupational Health, Safety & Training Branch shall receive a dry cleaning allowance of one hundred and seventy dollars (\$170.00) per year.
- 20.05 The County shall pay the cost of all registration fees and recertification fees for the Health Disciplines Board, Alberta College of Paramedics, the Advanced Cardiac Life Support Certification, and other required registrations and certification for members that the County requires to be certified, and/or required by the Health Disciplines Board.

21. <u>ADDITIONAL EMPLOYMENT</u>

21.01 It is agreed that if a member engages in additional employment, it shall not interfere with the work he is required to perform for the County.

22. <u>MEMORANDUM OF AGREEMENT</u>

22.01 All Memorandums of Agreement, attached as Appendix V, shall be valid only for the duration of the Collective Agreement. Upon re-signing of a new Collective Agreement, all Memorandums of Agreement must be re-signed.

23. DISCIPLINARY ACTION

- 23.01 Members will only be subjected to disciplinary action for cause.
- 23.02 The Union or a member subjected to disciplinary action believed to be unjust or unfair may file a grievance under the terms of this agreement.
- 23.03 Where a member is required to meet with representatives of the Department for the purpose of disciplinary action beyond a verbal warning, the member shall be entitled to Union representation to be present during such a meeting.
- 23.04 Where possible the member and the Union shall be provided with twenty-four (24)

hours notice of all such meetings. Where Union representation is not readily available Management shall not be prevented from proceeding with such meeting; however, the Union shall receive a copy of any notes or minutes taken of the meeting.

23.05 A member shall be entitled to have access to his personnel file at a time agreeable to the member and the County. He may reply in writing to any document contained in these files which reflect upon his work performance with the County and such reply shall become part of this permanent record.

SIGNED THIS	day of	2009 A.D.
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STRATHCONA COUNTY

STRATHCONA COUNTY FIRE FIGHTERS UNION LOCAL 2461, I.A.F.F.

MAYOR

PRESIDENT

MANAGER, LEGISLATIVE & LEGAL SERVICES

SECRETARY

CHAIRPERSON-NEGOTIATING COMMITTEE CHAIRPERSON-NEGOTIATING COMMITTEE

APPENDIX I

Schedule of Salaries January 1, 2008

	Index %	Monthly	Yearly	Hourly
Division Chief	135	8,313.17	99,758	45.68
Fire Marshal	135	8,313.17	99,758	47.96
Platoon Chief	135	8,313.17	99,758	45.68
Assistant Platoon Chief	127	7,820.58	93,847	42.97
Captain (Fire Prevention & Investigation)	122	7,512.67	90,152	43.34
Lieutenant (Fire Prevention & Investigation)	112	6,896.83	82,762	39.79
Division Chief (Occupational Health, Safety &				
Training)	135	8,313.17	99,758	47.96
Captain (Occupational Health, Safety & Training)	122	7,512.67	90,152	43.34
Lieutenant (Occupational Health, Safety & Training)	112	6,896.83	82,762	39.79
Captain (Fire Suppression)	122	7,512.67	90,152	41.28
Lieutenant (Fire Suppression)	112	6,896.83	82,762	37.89
Qualified Officer (Fire Suppression)	105	6,465.83	77,590	35.53
Senior Fire Fighter	103	6,342.67	76,112	34.85
1st Class Fire Fighter	100	6,157.92	73,895	33.83
2nd Class Fire Fighter	91	5,603.67	67,244	30.79
3rd Class Fire Fighter	83	5,111.08	61,333	28.08
4th Class Fire Fighter	78	4,803.17	57,638	26.39
Fire Prevention Inspector I	100	6,157.92	73,895	35.53
Fire Prevention Inspector II	91	5,603.67	67,244	32.33
Fire Prevention Inspector III	83	5,111.08	61,333	29.49
Fire Prevention Inspector IV	78	4,803.17	57,638	27.71
Captain (Communications)	122	7,512.67	90,152	43.34
Lieutenant (Communications)	112	6,896.83	82,762	37.89
Qualified Communications Officer	105	6,465.83	77,590	35.53
Senior Communications Operator	101	6,219.50	74,634	34.17
Communications Operator-1st Class	98	6,034.75	72,417	33.16
Communications Operator-2nd Class	91	5,603.67	67,244	30.79
Communications Operator-3rd Class	83	5,111.08	61,333	28.08
Communications Operator-4th Class	78	4,803.17	57,638	26.39
Firefighter Paramedic Coordinator	111	6,835.25	82,023	39.43

Schedule of Salaries January 1, 2009

	Index %	Monthly	Yearly	Hourly
Division Chief	135	8,521.00	102,252	46.82
Fire Marshal	135	8,521.00	102,252	49.16
Platoon Chief	135	8,521.00	102,252	46.82
Assistant Platoon Chief	127	8,016.00	96,192	44.04
Captain (Fire Prevention & Investigation)	122	7,700.42	92,405	44.43
Lieutenant (Fire Prevention & Investigation)	112	7,069.25	84,831	40.78
Division Chief (Occupational Health, Safety &				
Training)	135	8,521.00	102,252	49.16
Captain (Occupational Health, Safety & Training)	122	7,700.42	92,405	44.43
Lieutenant (Occupational Health, Safety & Training)	112	7,069.25	84,831	40.78
Captain (Fire Suppression)	122	7,700.42	92,405	42.31
Lieutenant (Fire Suppression)	112	7,069.25	84,831	38.84
Qualified Officer (Fire Suppression)	106	6,690.58	80,287	36.76
Senior Fire Fighter	104	6,564.33	78,772	36.07
1st Class Fire Fighter	100	6,311.83	75,742	34.68
2nd Class Fire Fighter	91	5,743.75	68,925	31.56
3rd Class Fire Fighter	83	5,238.83	62,866	28.78
4th Class Fire Fighter	78	4,923.25	59,079	27.05
Fire Prevention Inspector I	100	6,311.83	75,742	36.41
Fire Prevention Inspector II	91	5,743.75	68,925	33.14
Fire Prevention Inspector III	83	5,238.83	62,866	30.22
Fire Prevention Inspector IV	78	4,923.25	59,079	28.40
Captain (Communications)	122	7,700.42	92,405	44.43
Lieutenant (Communications)	112	7,069.25	84,831	38.84
Qualified Communications Officer	106	6,690.58	80,287	36.76
Senior Communications Operator	102	6,438.08	77,257	35.37
Communications Operator-1st Class	98	6,185.58	74,227	33.99
Communications Operator-2nd Class	91	5,743.75	68,925	31.56
Communications Operator-3rd Class	83	5,238.83	62,866	28.78
Communications Operator-4th Class	78	4,923.25	59,079	27.05
Firefighter Paramedic Coordinator	111	7,006.17	84,074	40.42

Appendix I

Schedule of Salaries July 1, 2009

	Index %	Monthly	Yearly	Hourly
Division Chief	135	8,734.08	104,809	47.99
Fire Marshal	135	8,734.08	104,809	50.39
Platoon Chief	135	8,734.08	104,809	47.99
Assistant Platoon Chief	127	8,216.50	98,598	45.14
Captain (Fire Prevention & Investigation)	122	7,893.00	94,716	45.54
Lieutenant (Fire Prevention & Investigation)	112	7,246.00	86,952	41.80
Division Chief (Occupational Health, Safety &				
Training)	135	8,734.08	104,809	50.39
Captain (Occupational Health, Safety & Training)	122	7,893.00	94,716	45.54
Lieutenant (Occupational Health, Safety & Training)	112	7,246.00	86,952	41.80
Captain (Fire Suppression)	122	7,893.00	94,716	43.37
Lieutenant (Fire Suppression)	112	7,246.00	86,952	39.81
Qualified Officer (Fire Suppression)	106	6,857.83	82,294	37.68
Senior Fire Fighter	104	6,728.42	80,741	36.97
1st Class Fire Fighter	100	6,469.67	77,636	35.55
2nd Class Fire Fighter	91	5,887.42	70,649	32.35
3rd Class Fire Fighter	83	5,369.83	64,438	29.50
4th Class Fire Fighter	78	5,046.33	60,556	27.73
Fire Prevention Inspector I	100	6,469.67	77,636	37.33
Fire Prevention Inspector II	91	5,887.42	70,649	33.97
Fire Prevention Inspector III	83	5,369.83	64,438	30.98
Fire Prevention Inspector IV	78	5,046.33	60,556	29.11
Captain (Communications)	122	7,893.00	94,716	45.54
Lieutenant (Communications)	112	7,246.00	86,952	39.81
Qualified Communications Officer	106	6,857.83	82,294	37.68
Senior Communications Operator	102	6,599.08	79,189	36.26
Communications Operator-1st Class	98	6,340.25	76,083	34.84
Communications Operator-2nd Class	91	5,887.42	70,649	32.35
Communications Operator-3rd Class	83	5,369.83	64,438	29.50
Communications Operator-4th Class	78	5,046.33	60,556	27.73
Firefighter Paramedic Coordinator	111	7,181.33	86,176	41.43

Schedule of Salaries January 1, 2010

	Index %	Monthly	Yearly	Hourly
Division Chief	136	9,018.75	108,225	49.55
Fire Marshal	136	9,018.75	108,225	52.03
Platoon Chief	136	9,018.75	108,225	49.55
Assistant Platoon Chief	127	8,421.92	101,063	46.27
Captain (Fire Prevention & Investigation)	122	8,090.33	97,084	46.68
Lieutenant (Fire Prevention & Investigation)	112	7,427.17	89,126	42.85
Division Chief (Occupational Health, Safety &				
Training)	136	9,018.75	108,225	52.03
Captain (Occupational Health, Safety & Training)	122	8,090.33	97,084	46.68
Lieutenant (Occupational Health, Safety & Training)	112	7,427.17	89,126	42.85
Captain (Fire Suppression)	122	8,090.33	97,084	44.45
Lieutenant (Fire Suppression)	112	7,427.17	89,126	40.81
Qualified Officer (Fire Suppression)	106	7,029.33	84,352	38.62
Senior Fire Fighter	104	6,896.67	82,760	37.89
1st Class Fire Fighter	100	6,631.42	79,577	36.44
2nd Class Fire Fighter	91	6,034.58	72,415	33.16
3rd Class Fire Fighter	83	5,504.08	66,049	30.24
4th Class Fire Fighter	78	5,172.50	62,070	28.42
Fire Prevention Inspector I	100	6,631.42	79,577	38.26
Fire Prevention Inspector II	91	6,034.58	72,415	34.81
Fire Prevention Inspector III	83	5,504.08	66,049	31.75
Fire Prevention Inspector IV	78	5,172.50	62,070	29.84
Captain (Communications)	122	8,090.33	97,084	46.68
Lieutenant (Communications)	112	7,427.17	89,126	40.81
Qualified Communications Officer	106	7,029.33	84,352	38.62
Senior Communications Operator	102	6,764.08	81,169	37.17
Communications Operator-1st Class	98	6,498.75	77,985	35.71
Communications Operator-2nd Class	91	6,034.58	72,415	33.16
Communications Operator-3rd Class	83	5,504.08	66,049	30.24
Communications Operator-4th Class	78	5,172.50	62,070	28.42
Firefighter Paramedic Coordinator	111	7,360.83	88,330	42.47

Schedule of salaries July 1, 2010

	Index %	Monthly	Yearly	Hourly
Division Chief	136	9,244.17	110,930	50.79
Fire Marshal	136	9,244.17	110,930	53.33
Platoon Chief	136	9,244.17	110,930	50.79
Assistant Platoon Chief	127	8,632.42	103,589	47.43
Captain (Fire Prevention & Investigation)	122	8,292.58	99,511	47.84
Lieutenant (Fire Prevention & Investigation)	112	7,612.83	91,354	43.92
Division Chief (Occupational Health, Safety &	100	0.044.47	440.000	50.00
Training)	136	9,244.17	110,930	53.33
Captain (Occupational Health, Safety & Training)	122	8,292.58	99,511	47.84
Lieutenant (Occupational Health, Safety & Training)	112	7,612.83	91,354	43.92
Captain (Fire Suppression)	122	8,292.58	99,511	45.56
Lieutenant (Fire Suppression)	112	7,612.83	91,354	41.83
Qualified Officer (Fire Suppression)	106	7,205.00	86,460	39.59
Senior Fire Fighter	104	7,069.08	84,829	38.84
1st Class Fire Fighter	100	6,797.17	81,566	37.35
2nd Class Fire Fighter	91	6,185.42	74,225	33.99
3rd Class Fire Fighter	83	5,641.67	67,700	31.00
4th Class Fire Fighter	78	5,301.75	63,621	29.13
Fire Prevention Inspector I	100	6,797.17	81,566	39.21
Fire Prevention Inspector II	91	6,185.42	74,225	35.69
Fire Prevention Inspector III	83	5,641.67	67,700	32.55
Fire Prevention Inspector IV	78	5,301.75	63,621	30.59
Captain (Communications)	122	8,292.58	99,511	47.84
Lieutenant (Communications)	112	7,612.83	91,354	41.83
Qualified Communications Officer	106	7,205.00	86,460	39.59
Senior Communications Operator	102	6,933.08	83,197	38.09
Communications Operator-1st Class	98	6,661.25	79,935	36.60
Communications Operator-2nd Class	91	6,185.42	74,225	33.99
Communications Operator-3rd Class	83	5,641.67	67,700	31.00
Communications Operator-4th Class	78	5,301.75	63,621	29.13
Firefighter Paramedic Coordinator	111	7,544.83	90,538	43.53

Schedule of Salaries January 1, 2011

	Index %	Monthly	Yearly	Hourly
Division Chief	136	9,706.33	116,476	53.33
Fire Marshal	136	9,706.33	116,476	56.00
Platoon Chief	136	9,706.33	116,476	53.33
Assistant Platoon Chief	127	9,064.00	108,768	49.80
Captain (Fire Prevention & Investigation)	122	8,707.17	104,486	50.23
Lieutenant (Fire Prevention & Investigation)	112	7,993.42	95,921	46.12
Division Chief (Occupational Health, Safety &	400	0 700 00	440 470	50.00
Training)	136 122	9,706.33 8,707.17	116,476 104,486	56.00 50.23
Captain (Occupational Health, Safety & Training)	122		95,921	46.12
Lieutenant (Occupational Health, Safety & Training)	112	7,993.42	95,921	40.12
Captain (Fire Suppression)	122	8,707.17	104,486	47.84
Lieutenant (Fire Suppression)	112	7,993.42	95,921	43.92
Qualified Officer (Fire Suppression)	106	7,565.25	90,783	41.57
Senior Fire Fighter	104	7,422.50	89,070	40.78
1st Class Fire Fighter	100	7,137.00	85,644	39.21
2nd Class Fire Fighter	91	6,494.67	77,936	35.68
3rd Class Fire Fighter	83	5,923.75	71,085	32.55
4th Class Fire Fighter	78	5,566.83	66,802	30.59
Fire Prevention Inspector I	100	7,137.00	85,644	41.18
Fire Prevention Inspector II	91	6,494.67	77,936	37.47
Fire Prevention Inspector III	83	5,923.75	71,085	34.18
Fire Prevention Inspector IV	78	5,566.83	66,802	32.12
Captain (Communications)	122	8,707.17	104,486	50.23
Lieutenant (Communications)	112	7,993.42	95,921	43.92
Qualified Communications Officer	106	7,565.25	90,783	41.57
Senior Communications Operator	102	7,279.75	87,357	40.00
Communications Operator-1st Class	98	6,994.25	83,931	38.43
Communications Operator-2nd Class	91	6,494.67	77,936	35.68
Communications Operator-3rd Class	83	5,923.75	71,085	32.55
Communications Operator-4th Class	78	5,566.83	66,802	30.59
Firefighter Paramedic Coordinator	111	7,922.08	95,065	45.70

FIRE SUPPRESSION BRANCH

4 PLATOONS - 2 SHIFTS

10 AND 14 HOUR WORK PERIODS

2 Days - 2 Nights - 4 Days Off

Schedule rotates every 8 weeks

SHIFT	SUN	MON	TUE	WED	THUR	FRI	SAT
8 AM - 6 PM	2	2	1	1	3	3	4
6 PM - 8 AM	4	4	2	2	1	1	3
8 AM - 6 PM	4	2	2	1	1	3	3
6 PM - 8 AM	3	4	4	2	2	1	1
8 AM - 6 PM	4	4	2	2	1	1	3
6 PM - 8 AM	3	3	4	4	2	2	1
8 AM - 6 PM	3	4	4	2	2	1	1
6 PM - 8 AM	1	3	3	4	4	2	2
8 AM - 6 PM	3	3	4	4	2	2	1
6 PM - 8 AM	1	1	3	3	4	4	2
8 AM - 6 PM	1	3	3	4	4	2	2
6 PM - 8 AM	2	1	1	3	3	4	4
8 AM - 6 PM	1	1	3	3	4	4	2
6 PM - 8 AM	2	2	1	1	3	3	4
8 AM - 6 PM	2	1	1	3	3	4	4
6 PM - 8 AM	4	2	2	1	1	3	3

COMMUNICATIONS BRANCH

8 Comm - 4 Shifts

10 AND 14 HOUR WORK PERIODS

2 days – 2 nights – 4 Days Off

Schedule rotates every 8 weeks

Comm 1 through Comm 4

SHIFT	SUN	MON	TUE	WED	THUR	FRI	SAT
8AM - 6PM	2	2	1	1	3	3	4
6PM - 8AM	4	4	2	2	1	1	3
8AM - 6PM	4	2	2	1	1	3	3
6PM - 8AM	3	4	4	2	2	1	1
8AM - 6PM	4	4	2	2	1	1	3
6PM - 8AM	3	3	4	4	2	2	1
8AM - 6PM	3	4	4	2	2	1	1
6PM - 8AM	1	3	3	4	4	2	2
8AM - 6PM	3	3	4	4	2	2	1
6PM - 8AM	1	1	3	3	4	4	2
8AM - 6PM	1	3	3	4	4	2	2
6PM - 8AM	2	1	1	3	3	4	4
8AM - 6PM	1	1	3	3	4	4	2
6PM - 8AM	2	2	1	1	3	3	4
8AM - 6PM	2	1	1	3	3	4	4
6PM - 8AM	4	2	2	1	2	3	2

COMMUNICATIONS BRANCH

8 Comm – 4 Shifts

10 AND 14 HOUR WORK PERIODS

2 days – 2 nights – 4 Days Off

Schedule rotates every 8 weeks

Comm A through Comm D

SHIFT	SUN	MON	TUE	WED	THUR	FRI	SAT
7:30 AM - 5:30 PM	C	A	A	D	D	B	B
5PM - 7AM	B	C	C	A	A	D	D
7:30 AM - 5:30 PM	C	C	A	A	D	D	B
5:30 PM - 7:30 AM	B	B	C	C	A	A	D
7:30 AM - 5:30 PM	B	C	C	A	A	D	D
5:30 PM - 7:30 AM	D	B	B	C	C	A	A
7:30 AM - 5:30 PM	B	B	C	C	A	A	D
5:30 PM - 7:30 AM	D	D	B	B	C	C	A
7:30 AM - 5:30 PM	D	B	B	C	C	A	A
5:30 PM - 7:30 AM	A	D	D	B	B	C	C
7:30 AM - 5:30 PM	D	D	B	B	C	C	A
5:30 PM - 7:30 AM	A	A	D	D	B	B	C
7:30 AM - 5:30 PM	A	D	D	B	B	C	C
5:30 PM - 7:30 AM	C	A	A	D	D	B	B
7:30 AM - 5:30 PM	A	A	D	D	B	B	C
5:30 PM - 7:30 AM	C	C	A	A	D	D	B

Service Pay January 1, 2008

		after 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$99,75 8	349.1 5	698.31	1,047.46	1,396.61	1,745.77
Fire Marshal Platoon Chief		29.10	58.19	87.29	116.38	145.48
Assistant Platoon Chief	\$93,84 7	328.4 6	656.93	985.39	1,313.86	1,642.32
		27.37	54.74	82.12	109.49	136.86
Captain	\$90,15 2	315.5 3	631.06	946.60	1,262.13	1,577.66
		26.29	52.59	78.88	105.18	131.47
Lieutenant	\$82,76 2	289.6 7	579.33	869.00	1,158.67	1,448.34
		24.14	48.28	72.42	96.56	120.69
Qualified Officer	\$77,59 0	271.5 7	543.13	814.70	1,086.26	1,357.83
Qualified Communications Officer		22.63	45.26	67.89	90.52	113.15
Senior Fire Fighter	\$76,11 2	266.3 9	532.78	799.18	1,065.57	1,331.96
		22.20	44.40	66.60	88.80	111.00
Senior Communications Operator	\$74,63 4	261.2 2	522.44	783.66	1,044.88	1,306.10
		21.77	43.54	65.30	87.07	108.84
1st Class Fire Fighter	\$73,89 5	258.6	517.27	775.90	1,034.53	1,293.16

		43 3				
		21.55	43.11	64.66	86.21	107.76
Communications Operator 1st Class	\$72,41 7	253.4 6	506.92	760.38	1,013.84	1,267.30
		21.12	42.24	63.36	84.49	105.61

Appendix III

Service Pay January 1, 2009

		after 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$102,25 2	357.8 8	715.76	1,073.65	1,431.53	1,789.41
Fire Marshal Platoon Chief		29.82	59.65	89.47	119.29	149.12
Assistant Platoon Chief	\$96,192	336.6 7	673.34	1,010.02	1,346.69	1,683.36
		28.06	56.11	84.17	112.22	140.28
Captain	\$92,405	323.4 2	646.84	970.25	1,293.67	1,617.09
		26.95	53.90	80.85	107.81	134.76
Lieutenant	\$84,831	296.9 1	593.82	890.73	1,187.63	1,484.54
		24.74	49.48	74.23	98.97	123.71
Qualified Officer	\$80,287	281.0 0	562.01	843.01	1,124.02	1,405.02
Qualified Communications Officer		23.42	46.83	70.25	93.67	117.09
Senior Fire Fighter	\$78,772	275.7 0	551.40	827.11	1,102.81	1,378.51
		22.98	45.95	68.93	91.90	114.88
Senior Communications Operator	\$77,257	270.4 0	540.80	811.20	1,081.60	1,352.00
		22.53	45.07	67.60	90.13	112.67
1st Class Fire Fighter	\$75,742	265.1	530.19	795.29	1,060.39	1,325.49

		45 0				
		22.09	44.18	66.27	88.37	110.46
Communications Operator 1st Class	\$74,227	259.7 9	519.59	779.38	1,039.18	1,298.97
		21.65	43.30	64.95	86.60	108.25

Service Pay July 1, 2009

		after 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$104,80 9	366.83	733.66	1,100.49	1,467.33	1,834.16
Fire Marshal Platoon Chief		30.57	61.14	91.71	122.28	152.85
Assistant Platoon Chief	\$98,598	345.09	690.19	1,035.28	1,380.37	1,725.47
		28.76	57.52	86.27	115.03	143.79
Captain	\$94,716	331.51	663.01	994.52	1,326.02	1,657.53
		27.63	55.25	82.88	110.50	138.13
Lieutenant	\$86,952	304.33	608.66	913.00	1,217.33	1,521.66
		25.36	50.72	76.08	101.44	126.81
Qualified Officer	\$82,294	288.03	576.06	864.09	1,152.12	1,440.15
Qualified Communications Officer		24.00	48.00	72.01	96.01	120.01
Senior Fire Fighter	\$80,741	282.59	565.19	847.78	1,130.37	1,412.97
		23.55	47.10	70.65	94.20	117.75
Senior Communications Operator	\$79,189	277.16	554.23	831.48	1,108.65	1,385.81
		23.10	46.19	69.29	92.39	115.48
1st Class Fire Fighter	\$77,636	271.73	543.43	815.18	1,086.90	1,358.63
		22.64	45.29	67.93	90.58	113.22
Communications Operator 1st Class	\$76,083	266.29	532.58	798.87	1,065.16	1,331.45

22.10	44.38	66.57	88.76	110.95
	11100	00.01	00110	110100

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Service Pay January 1, 2010

		after 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$108,22 5	378.7 9	757.58	1,136.36	1,515.15	1,893.94
Fire Marshal Platoon Chief		31.57	63.13	94.70	126.26	157.83
Assistant Platoon Chief	\$101,06 3	353.7 2	707.44	1,061.16	1,414.88	1,768.60
		29.48	58.95	88.43	117.91	147.38
Captain	\$97,084	339.7 9	679.59	1,019.38	1,359.18	1,698.97
		28.32	56.63	84.95	113.26	141.58
Lieutenant	\$89,126	311.9 4	623.88	935.82	1,247.26	1,559.71
		26.00	51.99	77.99	103.98	129.98
Qualified Officer	\$84,352	295.2 3	590.46	885.70	1,180.93	1,476.16
Qualified Communications Officer		24.6	49.21	73.81	98.41	123.01
Senior Fire Fighter	\$82,760	289.6 6	579.32	868.98	1,158.64	1,448.40
		24.14	48.28	72.42	96.55	120.69
Senior Communications Operator	\$81,169	284.0 9	568.18	852.27	1,136.37	1,420.46
		23.67	47.35	71.02	94.70	118.37
1st Class Fire Fighter	\$79,577					

		48 278.5 2	557.04	835.56	1,114.08	1,392.60
		23.21	46.42	69.63	92.84	116.05
Communications Operator 1st Class	\$77,985	272.9 5	545.90	818.84	1,091.79	1,364.47
		22.75	45.49	68.24	90.98	113.73

Service pay July 1, 2010

		after 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$110,93 0	388.26	776.51	1,164.77	1,553.02	1,941.28
Fire Marshal Platoon Chief		32.35	64.71	97.06	129.42	161.77
Assistant Platoon Chief	\$103,58 9	362.56	725.12	1,087.68	1,450.25	1,812.81
		30.21	60.43	90.64	120.85	151.07
Captain	\$99,511	348.29	696.58	1,044.87	1,393.15	1,741.44
		29.02	58.05	87.07	116.10	145.12
Lieutenant	\$91,354	319.74	639.48	959.22	1,278.96	1,598.70
		26.64	53.29	79.93	106.58	133.22
Qualified Officer	\$86,460	302.61	605.22	907.83	1,210.44	1,513.05
Qualified Communications Officer		25.22	50.44	75.65	100.87	126.09
Senior Fire Fighter	\$84,829	296.90	593.80	890.70	1,187.61	1,484.51
		24.74	49.48	74.23	98.97	123.71
Senior Communications Operator	\$83,197	291.19	582.38	873.57	1,164.76	1,455.95

		24.27	48.53	72.80	97.06	121.33
1st Class Fire Fighter	\$81,566	285.48	570.96	856.44	1,141.92	1,427.41
		23.79	47.58	71.37	95.16	118.95
Communications Operator 1st Class	\$79,935	279.77	559.55	839.32	1,119.09	1,398.86

Service Pay January 1, 2011

		After 5 years	after 10 years	after 15 years	after 20 years	after 25 years
Division Chief	\$116,47 6	407.67	815.33	1,223.00	1,630.66	2,038.33
Fire Marshal Platoon Chief		33.97	67.94	101.92	135.89	169.86
Assistant Platoon Chief	\$108,76 8	380.69	761.38	1,142.06	1,522.75	1,903.44
		31.72	63.45	95.17	126.90	158.62
Captain	\$104,48 6	365.70	731.40	1,097.10	1,462.80	1,828.51
		30.48	60.95	91.43	121.90	152.38
Lieutenant	\$95,921	335.72	671.45	1,007.17	1,342.89	1,678.62
		27.98	55.95	83.93	111.91	139.88
Qualified Officer	\$90,783	317.74	635.48	953.22	1,270.96	1,588.70
Qualified Communications Officer			52.96	79.44	105.91	132.39

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Senior Fire Fighter	\$89,070	311.75	623.49	935.24	1,246.98	1,558.73
		25.98	51.96	77.94	103.92	129.89
Senior Communications Operator	\$87,357	305.75	611.50	917.25	1,223.00	1,528.75
		25.48	50.96	76.44	101.92	127.40
1st Class Fire Fighter	\$85,644	299.75	599.51	899.26	1,199.02	1,498.77
		24.98	49.96	74.94	99.92	124.90
Communications Operator 1st Class	\$83,931	293.76	587.52	881.28	1,175.03	1,468.79
		24.48	48.96	73.44	97.92	122.40

STRATHCONA COUNTY EMERGENCY SERVICES RECLASSIFICATION AND PROMOTION POLICY

1. TERMS OF AGREEMENT

- 1.01 This agreement shall supersede all earlier promotional policies and agreements relating to promotional matters.
- 1.02 This agreement shall apply to members.

2. **PURPOSE OF THE POLICY**

2.01 To give all members of the Department a fair opportunity for reclassification and promotion in the service in the interests of efficiency, public protection and service.

3. **ADMINISTRATION**

3.01 This policy shall be administered by the Fire Chief.

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4. **DEFINITIONS**

- 4.01 "Eligibility" shall mean that the member has reached the level of 1st Class and is eligible to be evaluated for a qualified officer list through the examination process established in this Policy.
- 4.02 "Officer" shall mean all ranks within the Department above that of 1st Class and below that of Deputy Chief.
- 4.03 "Promotion" shall mean the advancement of a member to an officer position bearing higher wages than the level from which he came.
- 4.04 "Qualified" shall mean that the member meets all the qualifications to be promoted to a specific officer position.
- 4.05 "Reclassification" shall mean the transfer of a person from a position of equal salary or lesser salary and the progression through the classification steps listed within the Collective Agreement of;
 - 4th Class Fire Fighter to 1st Class Fire Fighter
 - 1st Class Fire Fighter to Senior Fire Fighter
 - Fire Prevention Inspector IV to Fire Prevention Inspector I
 - 4th Class Communications Operator to 1st Class Communications Operator
 - 1st Class Communications Operator to Senior Communications Operator

5. **RECLASSIFICATION**

- 5.01 Reclassification in the Emergency Operations Division
- 5.01.01 Within the Fire Suppression Branch, a member shall progress through the classifications from 4th Class Fire Fighter to 1st Class Fire Fighter at one (1) year intervals.
- 5.01.01.01 Within the Fire Suppression Branch, a member shall progress to the classification of Senior Fire Fighter following eight (8) years of continuous full-time service.
- 5.01.02 Within the Communications Branch, a member shall progress through the classifications from 4th Class Communications Operator to 1st Class Communications Operator at one (1) year intervals.
- 5.01.02.02 Within the Communications Branch a member shall progress to the classification of Senior Communications Operator following eight (8) years of continuous full-time service.
- 5.01.03 Subject to the successful completion of the probationary period, a member's reclassification progression is subject to three (3) conditions;

	 meeting the minimum time requirements for experience at each level. This time requirement shall be one (1) year at each level,
	 successful completion of the courses as defined in the Human Resource Development Policy,
	3) a satisfactory performance evaluation.
5.02	Reclassification for Support Services Division
5.02.01	Within the Fire Prevention & Investigation Branch, a member shall progress through the classification from Fire Prevention Inspector IV to Fire Prevention Inspector 1 at one (1) year intervals.
5.02.02	Subject to the successful completion of the probationary period, a member's reclassification progression is subject to three (3) conditions;
	 meeting the minimum time requirements for experience at each level. This time requirement shall be one (1) year at each level,
	 successful completion of the courses as defined in the Human Resource Development Policy,
	3) a satisfactory performance evaluation.
5.03	Members who have achieved the classification of 1 st Class Fire Fighter may qualify for positions within the Fire Prevention Branch up to the level of Fire Prevention Inspector I, without serving the one (1) year period at each level.
6.	PROMOTIONS

- 6.01 Promotions to all officer positions shall be made on the basis of promoting the most senior qualified member from the eligibility list of members who have qualified for that position.
- 6.01.01 Enrollment in the Platoon Chief Development Program will be offered to members in order of Seniority. If a Lieutenant is one of the four (4) senior members to enroll in the Platoon Chief Development Program he will be promoted to the rank of Captain. Vacancies for the position of Platoon Chief will be filled from the members enrolled in the Platoon Chief Development Program.
- 6.02 A member shall serve a one (1) year probationary period from the date of promotion to the new position. A member who is deemed to be unsatisfactory in the new position or through his own request may be

placed in the former position at any time during the probationary period and other member(s) shall revert to their previous position(s) should this be necessary.

- 6.03 A qualified officer list shall be maintained showing who has qualified for each officer position.
- 6.04 Should vacancies occur in any officer position within the Fire Department, candidates shall be selected in order of seniority from the list of the members qualified for the vacant position.
- 6.04.01 When it is necessary to fill a short term vacancy (less than one hundred and twenty-one (121) days) with a member in an "acting" capacity candidates shall be selected in order of seniority from the list of members qualified for the vacant position from their platoon.
- 6.04.02 When it is necessary to fill what is known or expected to be a long term vacancy (one hundred and twenty-one (121) days or more) with a member in an "acting" capacity candidates shall be selected in order of seniority from the list of members qualified for the vacant position from the department list.
- 6.05 Original eligibility will be the member's position on the Department list at the time of hiring, as established by the selection committee.

6.06 A member's position on the eligibility or qualified list may be lost or a member placed in a lower position on either list for cause.

Cause shall mean:

- 1) Poor performance in the position currently held,
- 2) Failure to qualify for the qualified list for an officer position.

7. QUALIFIED LISTS

- 7.01 The number of names on the officers qualified list(s) should not be less than the number of persons currently filling the position and not more than twice the number of persons currently filling the position(s) except for company officer where there shall be a minimum of four and a maximum of eight persons on the qualified list.
- 7.02 There shall be a qualified list for the following positions:

Company Officer - Emergency Operations Fire Marshal - Fire Prevention and Investigation

8. **PROMOTIONAL EXAMINATIONS**

- 8.01 The examination process shall consist of:
 - Written and practical examinations to be successfully completed at the end of each course within the Officer Development Program, as defined in the Human Resource Development Policy.
- 8.02 Members listed on the Officers eligibility list shall be eligible to apply for courses within the Officer Development Program, as defined in the Human Resource Development Policy.

9. **AMENDMENTS**

9.01 This agreement shall be in effect on the date of signing and shall be attached to the Collective Agreement.

Date Signed: _____

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee

1. Field Training Premium

Memorandum of Agreement

It is agreed that all members are eligible for the Field Training Premium provided they have met the following conditions:

- 1. Preparation: The member, in consultation with his or her direct supervisor, will submit a training plan that details the coordination and/or delivery of a training module by the member, and the competencies expected of participants.
- 2. Approval: The plan will be forwarded to the next level of supervision, for further approval by the Fire Chief or designate.
- 3. Delivery: The training will be delivered by the member to any member(s) or parttime employees of Strathcona County Emergency Services.
- 4. The preparation, approval and delivery of the training program qualifies the member for the Field Training Premium of one percent (1%) of the member's regular annual salary and shall be paid in total upon confirmation from the member's supervisor of completion of the above conditions.
- 5. Members may qualify for the Field Training Premium once each calendar year.
- 6. The Field Training Premium will be discontinued effective January 1, 2009.

Date signed:

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee

2. Committee formation

Memorandum of Agreement

The parties agree to form a committee consisting of Union and Management representatives. The committee will review the Collective Agreement with the potential to amend Appendix IV, Reclassification and Promotion Policy. Consideration shall be given to the potential impact for other related clauses.

By June 1, 2009, the committee will recommend whether or not to proceed with any changes to the collective agreement.

Date signed: May 27, 2008

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee

3. Wellness fitness program

Memorandum of Agreement

The parties agree to form a committee consisting of Union and Management representatives. The committee will review the ways and means of implementing a wellness fitness program based on the current IAFF/"IAFC Wellness Fitness Initiative.

By May 30, 2009, the committee will recommend whether or not to proceed with this program to provide local 2461 members the means to monitor their health, as well maintain and further develop wellness.

The program will be implemented as department policy.

Date signed: May 26, 2008

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee

4. **Carry over of classifications**

Memorandum of Agreement

It is agreed that any future members hired from departments where the individual held a classification of 4th class, 3rd class, 2nd class and 1st class will carry over their classification with regards to salary only, as outlined in Strathcona County's IAFF 2461 schedule of salaries. The individual hired must be a member in good standing with another IAFF local at the time of an employment offer with Strathcona County Emergency Services. Any members at date of ratification that currently hold a classification less than they previously held with their past IAFF employer will be moved to the appropriate corresponding classification salary.

Date signed: July 14, 2008.

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee

5. New positions - HRD

Memorandum of Agreement

It is agreed that the following three new positions be created and added to the Schedule of Salaries.

- 1. Lieutenant (Communications)
- 2. Captain (Occupational Health & Safety and Training)
- 3. Lieutenant (Occupational Health & Safety and Training)

It is agreed by the Union and the county to develop the HRD Policy as it would relate to the requirements of these positions.

It is further agreed that the rate of pay for the Lieutenant positions would be 112% and for the Captain position 122% of the 1st Class Firefighter rate of pay.

These positions will be filled at the discretion of the Fire Chief.

Date signed: May 30, 2008.

Peter Sikora Chairperson Strathcona County Fire Fighters Negotiating Committee