



**AGREEMENT BETWEEN
THE CITY OF ST. ALBERT**

and

**THE ST. ALBERT
FIRE FIGHTERS UNION**



**JANUARY 1, 2006
to
DECEMBER 31, 2008**

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MEMORANDUM OF AGREEMENT

Between:

The Corporation of the City of St. Albert hereinafter referred to as "The City"

Of the First Part

- and -

The St. Albert Fire Fighters Union on behalf of the members thereof employed by the Corporation of the City of St. Albert hereinafter referred to as "The Union"

Of the Second Part

1. TERM OF AGREEMENT

- 1.01** The term of the Agreement shall be two years, beginning on January 1, 2006 and ending December 31, 2008 and will remain in force thereafter until such time as a new Agreement is signed.
- 1.02** Should the City and the Union enter into a Letter of Understanding regarding an issue, the Letter of Understanding shall be attached to, and become a part of the Collective Agreement, and will remain in effect for the life of the Agreement, or until such date as the parties agree it shall terminate. The Letter of Understanding may be incorporated into successive Agreements with mutual agreement of The City and the Union.

2. FAILURE TO MAKE A NEW AGREEMENT

- 2.01** In the event of the parties hereto failing to negotiate a new Agreement within the period referred to in clause 1.01 hereof (unless such period is extended by mutual consent) the parties agree to allow the dispute to be dealt with under the provision and in accordance with the terms of the Labour Relations Code or any successor legislation, including any amendments which may be made to the Code during the life of this Agreement.
- 2.02** If any provisions of this Agreement, or the application of such provisions, should be modified, rendered, or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

3. RECOGNITION

- 3.01** The City recognizes the Union as the exclusive bargaining agent of the employees covered by this Agreement with respect to rates of pay, hours of work, pensions and other terms and conditions of employment or service.
- 3.02** The employer agrees to check off Union Dues under the Rand formula. These dues shall be forwarded to the Union at the end of the first pay period of each month, together with a list of employees from whom the deductions have been made.
- 3.03** All employees of the St. Albert Fire Department excluding the Chief, the Deputy Fire Chief(s) and the Fire Department Administrative Resources Coordinator shall seek and obtain membership into the St. Albert Firefighters Union as a condition of employment within one (1) month following satisfactory completion of the probationary period.

4. MANAGERIAL RESPONSIBILITIES

- 4.01** The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City in a fair and reasonable manner, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

5. DISCRIMINATION

- 5.01** The City and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to an employee in the matter of race, national or ethnic origin, colour, religion, age, sexual orientation, political affiliation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted, nor by reason of his/her membership or non culpable activity in a labour organization.
- 5.02** When an employee who is an authorized representative of the Union attends a meeting between the City and the Union on Union business, the employee shall suffer no loss of pay.

6. PAY DAYS

- 6.01** The City shall pay wages bi-weekly. On each pay day each employee shall be provided with an itemized statement of his wages and deductions in a confidential manner.

7. WORKING HOURS AND CONDITIONS

- 7.01** The Department shall operate according to the conditions outlined in the Labour Relations Code.
- 7.02**
- a) Emergency Services Personnel and Emergency Services Dispatchers shall work shift work within the Department and shall be scheduled according to the four platoon system. Normal hours of work shall be a ten (10) hour day, fourteen (14) hour night, forty-two (42) hour week, and a rotation of an eight (8) week cycle, as in Appendix "B".
 - b) The Emergency Medical Services Coordinator's hours of work will be four (4) ten (10) hour shifts Monday to Thursday inclusive 0800 hours to 1800 hours each day. For the purposes of using all forms of leave, the EMSC's shift shall be 10 hours. The EMSC shall accrue all forms of leave at the shift employee rate.
 - c) Nothing in this Agreement inhibits the right of the Fire Chief or his designate to temporarily assign the E.M.S.C. to work on a platoon where Paramedic skills are required.
 - d) Unless specified elsewhere in this agreement, any person other than the E.M.S.C. required to perform day work within the Department shall work seventy-two (72) hours over the course of a two-week cycle. Actual hours of work will be arranged as per Article 33.01. Where applicable, the employee will be deemed to be a day work employee for the purposes of applying other provisions of the Collective Agreement.
 - e) The Temporary Training Officer's hours of work will be five(5) eight(8) hour days Monday to Friday inclusive, 0800 hours to 1700 hours each day with one (1) hour off for lunch for a total of forty(40) hours per week. These hours may be adjusted at the discretion of the Fire Chief in consultation with the Temporary Training Officer to accommodate training needs.

- f) The Fire Prevention Officer's hours of work will be seventy-two (72) hours bi-weekly consisting of eight (8) hours per day, and nine (9) working days in each two-week period. These employees will receive one regular day off (Friday or Monday) bi-weekly. There may be occasions where the scheduled hours of work need to be adjusted to accommodate job requirements such as but not limited to working evenings or weekends. When adjustments are necessary the incumbent will be given no less than forty eight (48) hours notice of such adjustment, and such adjustments will be compensated for with equal time off during the regularly scheduled hours of work so as not to normally exceed seventy-two (72) hours of work per pay period. Any hours worked in excess of seventy-two (72) hours per pay period will be compensated for at overtime rates as set out in the collective agreement between the City and the Union. Any call – ins for duty during normal time off such as but not limited to fire investigation requirements shall be compensated for at the call – in rates as set out in the collective agreement between the City and the Union
- g) An employee shall receive at least forty-eight (48) hours' notice of a platoon transfer. If the employer initiates the change, the disparity of hours worked shall be in favour of the employee.
- h) Providing Public Relations events have been authorized and pre-approved by the Fire Chief, personnel who receive approval from the Fire Chief to participate in those events during their regular time off, will be paid at their regular hourly rate of pay, (straight time pay) for all off duty hours spent actually performing public relations duties. Straight time pay will not be used to augment staffing levels.

7.03 When a member works during other than his regularly scheduled hours he shall be paid at twice his regular hourly rate for all hours he actually works.

- 7.04**
- a) The minimum pay for any call-in shall be two (2) hours at the applicable overtime rate in clause 7.03. Where an employee accepts a call-in he shall remain on duty until released by the officer in charge. Excepting the following provision, all additional hours shall be paid at the rates of pay for overtime in the Agreement.
 - b) The City shall pay each member the sum of five (\$5.00) dollars per call-out during the period between October 1 and March 31 inclusive where the member uses his/her private vehicle to respond on a call-out.

7.05 The provisions of clause 7.04 may be pyramided with other forms of compensation except for the following provisions:

- a) If a member is in the station off-duty awaiting the commencement of his regularly scheduled shift, and is requested to go on duty, that member shall be paid overtime as per clause 7.03 of the Collective Agreement for the time worked prior to the commencement of his regularly scheduled shift.
- b) If a member is requested to report for duty early with no less than eight (8) hours notice and that member accepts such a request, then he shall be paid overtime as per clause 7.03 of the Collective Agreement for the time worked prior to the commencement of his regularly scheduled shift.
- c) All other requests to report for duty during a member's regular time off shall be considered a call-in and the call-in provisions as contained herein shall apply.
- d) The decision to accept a call-in is voluntary at all times.

7.06 Where a regularly scheduled shift is scheduled to end and an employee is required to remain on duty beyond the end of the shift:

- a) Any time worked for the first one-half (1/2) hour shall be compensated at overtime rates for the time actually worked rounded up to the nearest one-quarter (1/4) hour.
- b) Any time worked between the first one-half (1/2) hour and the end of the first hour shall be considered as an additional one-half (1/2) hour at the overtime rate.
- c) Any additional overtime worked beyond the first hour will be compensated for the time actually worked at the overtime rate rounded up to the nearest one-quarter (1/4) hour.

7.07 All overtime shall be paid on the pay period following that in which it was earned.

7.08 No Fire Department employee shall be assigned to work in the service of another employer or any other City Department, for the purpose of fulfilling the duties normally performed by an employee of that employer, or Department when the employee of that employer or other City Department is involved in a strike or lock-out. This clause in no way precludes the duty of a Fire Department employee to provide the normal services of the Fire Department as directed by the Fire Chief.

7.09 The City agrees that it will advise the Union if it plans to introduce significant technological change and will request input from the Union regarding any concerns that it may have on behalf of the membership. In the event that the aforementioned change will result in the lay off of a member or members, the Union shall be advised of such change at least thirty (30) days in advance of the effective date of the change.

8. SERVICE PAY

8.01 As of January 1st 2005 all employees shall be entitled to receive service pay according to the following formula:

After 5 years of service and employee shall receive 0.4% of their annual salary each year. At the commencement of each 5-year period thereafter, the yearly amount shall increase by 0.4 of the employees' annual salary at that time. The annual amount of the service pay shall be divided by the number of pay periods during the year and then paid regularly on each pay date. Subject to Pension Plan regulations this pay shall be included in the calculation of a member's pensionable salary.

9. SENIOR PAY

9.01 Any First Class Emergency Services Personnel who have completed 10 years of service will be entitled to a senior rate of pay in accordance with the Ratio of Salaries to Base list, attached to this collective agreement.

10. STATUTORY OR DECLARED HOLIDAYS

10.01 The following days shall be recognized as Statutory and Declared Holidays for the purpose of this Agreement:

- | | | |
|----------------|--------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Family Day | Canada Day | Remembrance Day |
| Good Friday | Heritage Day | Christmas Day |
| Easter Sunday | Labour Day | Boxing Day |

- 10.02** All shift work members shall receive 5.54 hours on each pay date to compensate them for non-worked statutory or declared holiday. This pay shall be included in the calculation of a member's pensionable salary. Members who are required to be on duty on a statutory or declared holiday shall receive an additional one-half (1/2) day's pay which will not be considered pensionable salary.
- 10.03** The provisions for payment in lieu of a statutory or declared holiday shall be based on a twelve (12) hour day.
- 10.04** The payments provided for by clause 10.02 and 10.03 shall be for the actual day of the holiday and on the pay date as soon as possible following the statutory or declared holiday in question.
- 10.05** Employees assigned to day work and the EMSC shall not normally be required to work on the statutory or declared holidays noted above and shall receive the time off with no reduction in his/her regular salary. Where the holiday falls on his/her regular day off or during vacation leave the employee shall receive one (1) additional day off immediately prior to or after his/her regular days off or vacation leave. Where an employee in this category is requested and agrees to work on the statutory or declared holiday he/she shall be paid in addition to his/her regular days pay, twelve (12) hours of pay at his/her regular rate.

11. VACATION LEAVE

- 11.01** An employee terminating his service with the City during his first year of employment shall be paid vacation pay in accordance with the provisions of the Employment Standards Code.
- 11.02** On completion of one (1) continuous year of service with the City every shift employee shall be entitled to twelve (12) shifts annual vacation with pay.
- 11.03** On completion of ten (10) continuous years of service with the City every shift employee shall be entitled to sixteen (16) shifts annual vacation with pay.
- 11.04** On completion of eighteen (18) continuous years of service with the City every shift employee shall be entitled to twenty (20) shifts annual vacation with pay.
- 11.05** On completion of twenty four (24) continuous years of service with the City every shift employee shall be entitled to twenty four (24) shifts annual vacation with pay.
- 11.06** Day work employees with one (1) continuous year of service with the City shall be entitled to fifteen (15) days; with ten (10) continuous years twenty (20) days; with twenty (20) continuous years twenty-five (25) days annual vacation with pay. Vacation leave shall be charged against the vacation accruals of such employees as specified in the attached definitions.
- 11.07** Vacation leave for members of the Department will be allocated via seniority as per the Vacation Seniority list. The Union will create and ensure that a first and second choice vacation request schedule is posted by January 1st of each year. The schedule will cover the period from **April 1 of the current year to March 31** of the following year.
- 11.08** An application for leave form shall be submitted with the request. This application for leave form shall not be considered received by the Fire Chief or his designate until all time limits have expired.
- 11.09** Vacation leave is subject to the approval of the Fire Chief or his designate. When approving vacation leave, the Chief or his designate shall have the authority to ensure that the vacation requests granted therein do not deplete the manpower levels on regular

shifts to an insufficient level. The City will not take into consideration the absence of any member (s) on LTD, WCB, or other extended medical absences when approving vacation requests for the first and second choice schedule(s) only.

11.10 Upon approval of vacation leave no cancellation or substitution will be permitted without joint agreement of the Fire Chief or his designate and the individual requesting such change.

Vacation Schedule cancellations during prime time shall be offered to the next person on the Vacation Schedule who did not receive their maximum allotment in prime time. In the case where everyone has their maximum allotment in prime time or has refused the option, openings shall be offered in order of seniority.

Vacation schedule cancellation outside of prime time shall be offered to the members in order of placement after the cancellation.

11.11 A member may apply for a first choice of vacation (complete tours only) from one of the following provisions:

- a) One choice to a maximum of 2 consecutive tours during prime time **or**
- b) Two choices of 1 tour **or**
- c) One consecutive block of tours to a maximum of your full annual allocation out of prime time

Prime time is June 15 to September 15 and December 15 – January 15. Should any part of a tour fall out of prime time, that tour will be considered to be out of prime time.

Once each member of the department has made their first choice of vacation, a second choice will follow. A member may apply for a second choice of vacation in one continuous block of tours only. The second choice will also be allocated according to seniority.

This will take place on each platoon's next complete tour after the cut off date as per 11.13. Each platoon will have only two (2) tours to complete the second choice vacation schedule.

11.12 Timelines for each member choosing first choice vacation will be as follows:(deadline for choosing is 1200 hours (noon) on each given day)

- Position 1 – January 15
- Position 2 – January 17
- Position 3 – January 19
- Position 4 – January 21
- Position 5 – January 23
- Position 6 – January 25
- Position 7 – January 27
- Position 8 – January 29
- Position 9 – January 31
- Position 10 – February 2
- Position 11 – February 4
- Position 12 – February 6
- Position 13 – February 8
- Position 14 – February 10
- Position 15- February 12
- Position 16- February 14th
- Position 17- February 16th

Position 18- February 18th
Position 19- February 20th
Position 20-February 22nd

This timeline will be adjusted as manpower levels increase. Once the timeline has expired, the Fire Chief will process these requests within seven (7) days.

- 11.13** Timelines for each member for choosing second choice vacation will be as follows: (deadline for choosing is end of shift on each given day)

Position 1 - Day 1	Position 2 – Day 1
Position 3 – Day 2	Position 4 – Day 2
Position 5 – Day 3	Position 6 – Day 3
Position 7 – Day 4	Position 8 – Day 4
Position 9 – Day 5	Position 10 – Day 5
Position 11 – Day 6	Position 12 – Day 6
Position 13 – Day 7	Position 14 – Day 7
Position 15 – Day 8	Position 16 – Day 8
Position 17 – Day 9	Position 18 – Day 9
Position 19 – Day 10	Position 20 – Day 10

This timeline will be adjusted as manpower levels increase. Once the timeline has expired, the Fire Chief will process these requests within seven (7) days.

- 11.14** After the second choice schedule has been completed, any days, which are open, may be applied for on a first come basis. This is when you may apply for 1, 2, or 3 days off or any unused vacation time, which you have accumulated. It is incumbent upon all members who are applying for leave to be aware of and comply with any relevant Standard Operating Guidelines and/or City Policies that may be in effect at the time.
- 11.15** The maximum number of vacation leave days, which may be accumulated by an employee, is limited to the number, which he/she can accrue in sixteen (16) months of continuous service.
- 11.16** Continuous prior service with the City as a permanent employee before being employed in the bargaining unit shall be recognized for the purposes of vacation entitlement.
- 11.17** All applications for vacation leave not covered by the first and second choice schedules shall be processed within two (2) weeks of being received by the Fire Chief or his designate, providing the vacation request does not contravene the dates outlined in 11.08.

12. LEAVE OF ABSENCE

- 12.01** The City may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, subject to the approval of the Fire Chief.
- 12.02** The Fire Chief shall, subject to job requirements, grant two (2) duly accredited delegates to any Fire Fighters Convention leave of absence without pay for the purpose of attending the conventions.
- 12.03** Employees with a minimum of four (4) years of service are eligible to apply for a deferred salary leave of absence as detailed in Appendix D.

13. SPECIAL LEAVE POLICY

13.01 General Policy

Employees covered under this Agreement shall accumulate special leave credits at the rate of one-half (1/2) shift for each completed month of continuous service up to the maximum of twenty (20) shifts. For the purpose of this clause a shift shall be twelve (12) hours.

- a) A member, not on leave of absence without pay or another approved leave and scheduled to work, may be granted on application, special leave with pay at his regular basic rate of pay.
- b) A member requesting special leave shall make his application in writing to the Fire Chief at least one (1) week in advance of the proposed date for special leave.
- c) In circumstances of an emergency nature the period of notice referred to in clause 12.01(b) will not apply but the member shall in all such cases make a reasonable effort to request such leave in advance. Where circumstances do not permit a request being made in advance, the member shall submit his request for approval as soon as possible upon his return to work.
- d) Temporary day work employees shall accumulate special leave at the same rate as shift employees.
- e) In all cases involving disputes as to the interpretation of this Policy, the granting of leave, or approving leave with pay under this clause after the fact where necessary, the Fire Chief shall have final authority.
- f) In exceptional circumstances, the Fire Chief will, at his discretion, advance special leave credits to a maximum of four (4) shifts to an employee who has insufficient credits to cover the period of special leave requested. Advance credits shall be recovered from the special leave credits, which are subsequently earned by the employee.

13.02 Leave Provisions

There are certain situations where employees will require time away from work due to special circumstances. Special leave is meant to protect an employee's wage in some unforeseen, unfortunate circumstances. It is not an entitlement nor is it meant to cover every eventuality that could befall an employee. The circumstances under which special leave may be granted and the corresponding maximum number of shifts are as follows:

- a) Leave with pay because of illness in the family, may be granted to a maximum of twenty (20) shifts. The employee must establish that there are no other alternatives available to him but to be present. Consideration will also be given where, because of the critical condition of the patient, the employee is requested by the doctor in attendance to be with the patient. The provisions of this clause are to accommodate emergency situations involving the critical illness of a family member. It does not include situations such as a child being ill and the employee not being able to arrange babysitting.

For the purposes of 13.02 (a) family is interpreted as Parent, Child and Spouse only.

- b) An employee may use up to two of the special leave shifts per year for dependent school age children that are sick. The employee must establish that there are no other alternatives available to him.

- c) When death occurs in the employee's immediate family, leave with pay to a maximum of four (4) shifts may be granted for purposes of attending the funeral. Additional time to a maximum of four (4) shifts may be granted where the employee establishes that lengthy travel time was involved in attending.

For the purposes of 12.02 (b) above "family" is interpreted as father, mother, brother, sister, spouse, child of the employee or employee's spouse, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents.

- d) A male employee shall be granted special leave with pay to a maximum of two (2) shifts to be present:
 - i) At the birth of his child,
 - ii) At adoption proceedings,
- e) Leave with pay to a maximum of three (3) shifts may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty such as, but not limited to, the burning of an employee's home or a flood.
- f) Leave with pay may be granted to an employee who is placed under quarantine by order of a medical health officer owing to illness in his household. Paid leave granted under this article may not exceed the employee's accumulated special leave credits. Where quarantine is on account of the illness of the employee, the absence is charged to sick leave.
- g) Leave with pay to a maximum of one (1) shift per subject may be granted to an employee to write an examination for an employer approved course at an accredited school, or other course, provided the employee has demonstrated that the examination to be written relates to a course of study which is directly related to the employee's duties and will improve his qualifications and ability to perform those duties.
- h) Special leave with pay to a maximum of one (1) shift may also be granted to any employee for the purpose of receiving a degree or a diploma at a school, technological institute or university convocation or to receive special honor at a meeting of a professional society.
- i) Leave with pay to a maximum of one (1) shift may be granted in order to be present to receive a provincial or national honor or citation.
- j) Any member who has been subpoenaed to appear in Court as a witness or a juror on a working day, during his normal hours of work, shall be allowed the required time off without loss of pay, provided that any monies paid to the member for this appearance are given to the City.
- k) Any member who is subpoenaed to appear in Court on a day that is his regular time off (the "Day Off") due to any Incident ("Incident") that occurred during and that arose out of the member's performance of his duties, shall be paid overtime as per the rates set out in clause 7.03 based on the time that the member is actually required by the Court to be present at court on his Days Off or two hours, whichever is greater, and provided that at the time of the Incident the member was acting within the scope and course of his employment with the City and the member was not personally charged in the Incident or a party to the court proceeding arising from the Incident. No payment will be made for traveling time to or from the courthouse, unless otherwise approved by the Fire Chief or his designate. The member shall reimburse the City in the amount of any monies that may be paid to the member for making the court appearance.

14. MATERNITY/ADOPTION LEAVE

- 14.01** a) A member requiring adoption leave shall be granted leave without pay according to the Adoption Leave Policy contained in the City of St. Albert Human Resources Administrative Policies.
- b) Members covered under this agreement shall be entitled to receive the maternity and parental benefits contained in the City of St. Albert Human Resources Administrative Policies.

15. DENTAL PLAN

- 15.01** All members covered under this Agreement shall be entitled to receive the benefits contained in the dental plan currently in use by the City. Cost of the plan shall be shared in the ratio of seventy-five (75%) percent by the employer and twenty-five (25%) percent by the employee. This plan may be changed from time to time with the mutual agreement of the parties.

16. MEDICAL LEAVE

- 16.01** All Fire Department employees covered by this Agreement shall be allowed to accumulate eighteen (18) working shifts per year accumulative sick leave.
- 16.02** The employee shall be allowed to accumulate the unused portion of each years' sick leave from year to year to a maximum of one hundred and twenty (120) working shifts. It is recognized that accumulation of sick leave should be for such period of time not covered by the provision of an Income Replacement Plan in effect with the City.
- 16.03** a) An employee who is sick or ill for more than three (3) consecutive work days shall produce a certificate from a qualified medical practitioner certifying that such employee was unable to carry out his/her duties due to illness.
- b) An employee who is sick or ill on their vacation leave may apply to have their vacation leave converted to sick leave. This conversion will only be applied in case of 4 or more consecutive work days/shifts of medically certified illness.
- c) Notwithstanding the terms of clause 16.03(a), an employee may be required to produce certification for any future absence due to illness and for a recent absence where abuse may be indicated.
- d) Employees who abuse sick leave or who submit a false sick leave claim will be disciplined for such action subject to the discipline procedure contained in this Agreement.
- 16.04** a) The confidentiality of an employee's health and medical information is recognized by the City and the Union, and as such, representatives who have access to such information shall maintain this confidentiality as required by FOIPP legislation.
- b) Medical information concerning an employee shall not be divulged to a third party without his/her consent.
- 16.05** The designated duty officer shall be notified of an employees' illness prior to the commencement of the days' work on the first day of illness or the employee shall lose the first day's pay. If the designated duty officer is not available to receive the call, notifying the Emergency Services Dispatcher shall be sufficient notice. Wherever possible the employee shall give one (1) hour notice prior to commencement of shift.

- 16.06** Sick leave shall not be paid for leave resulting from intentionally self inflicted injury, injury sustained while working for an employer other than the City of St. Albert if the employee is covered by WCB or an income replacement plan approved by the Employment Insurance Commission, or injury sustained during the commission of a criminal activity.
- 16.07** An employee may be disqualified from receiving benefits under this article if he/she refuses to accept work within the parameters of the Department Attendance Management Program for which he/she is capable and qualified to perform and if in the opinion of his/her physician is medically and physically fit to perform.
- 16.08** The City and the Union agree to maintain an Attendance Management Program

17. SUPPLEMENTARY MEDICAL INCOME REPLACEMENT PLAN

- 17.01** In the event that a permanent employee becomes ill and his accrued sick leave is insufficient to cover the period of illness, the City shall provide short term income protection to that employee as described in the following clause:
- 17.02** Beginning thirty (30) calendar days after the commencement of illness or on the day following the expiry of accumulated sick leave, whichever comes later, and ending upon the commencement of coverage under the existing long term disability plan or one hundred and twenty (120) calendar days, whichever is earlier, the employee shall be entitled to a payment of two-thirds (2/3) of his daily base salary at the time of illness for each day that he is certifiably ill.

18. ALBERTA HEALTH CARE INSURANCE PLAN SUNLIFE EXTENDED HEALTH CARE OR SIMILAR PLAN

- 18.01** Permanent and probationary employee's participation in the hospitalization and medical plans shall be in accordance with the plans, which are in effect from time to time. The City's and the employees' contribution to the hospitalization and medical plans shall be paid for in the proportion of seventy-five (75%) percent by the employer and twenty-five (25%) percent by the employee. These plans may be changed from time to time with the mutual agreement of both parties. The City agrees to keep a copy of these plans on file at all times and they may be inspected by an accredited member of the Union at any time upon application. The Sunlife Plan shall include a Vision Care option with a reimbursement level of \$350.00, subject to the terms and conditions of that plan.

19. PENSION and RETIREMENT BENEFIT

- 19.01** The City agrees to continue to provide the benefits of the Local Authorities Pension Plan, as covered in the Local Authorities Pension Act
- 19.02** The Sunlife Extended Health Care and Vision, Alberta Health Care and Dental benefits shall be extended to all employees with 20 or more years of service and a minimum age of fifty-five (55), retiring after January 1, 2000 up to age sixty-five (65) with a cost share of twenty five (25%) percent employer and seventy-five (75%) percent employee paid.

20. DEATH OR DISABILITY BENEFIT

- 20.01** a) If an employee, or probationary employee, is disabled on account of an occupational accident or illness that occurs in the course of his/her work for the City and the accident is recognized by the Workers' Compensation Act, the employee or probationary employee shall receive the regular rate of pay established in Appendix "A" in this Agreement and subsequent Agreements for the position to which he/she

was permanently confirmed or serving the required probationary period thereof until such time as the Workers' Compensation Board certifies the employee or probationary employee is able to return to work or until he/she is granted a permanent pension by the Workers' Compensation Board, whichever may be sooner. In order for an employee or probationary employee to continue to receive his/her regular rate of pay, he/she shall assign his/her compensation monies to the City.

- b) In the event of a WCB recognized line of duty death that occurs in the course of his/her work for the City the employee or probationary employee's estate shall continue to receive that members regular rate of pay established in Appendix "A" in this agreement and subsequent agreements to a maximum of 2 years from his/her death. In order for an employee's estate to continue to receive his/her regular rate of pay the estate shall assign all monies received from the Workers' Compensation Board to the City. This does not include any funeral or burial related expenses that may be paid to the estate by Workers Compensation Board

20.02 Employees covered by this Agreement shall be entitled to a life insurance plan in the amount of three (3) times their annual salary (the resulting figure being rounded off to the next highest one thousand [\$1,000.00] dollars) in case of death by natural causes, and the payout doubled in circumstances of accidental death as per the Accidental Death and Dismemberment Plan .The cost for this insurance will be paid at the ratio of seventy-five (75%) percent by the employer and twenty-five (25%) percent by the employee.

20.03 The City agrees to provide the benefits of a Long Term Disability plan. The City will advise the Union of any change to the Long Term Disability plan prior to implementation. The Long Term Disability premium will be paid seventy-five (75%) percent by the employer and twenty-five (25%)percent by the employee.

20.04 All members covered under this agreement shall have the option to enroll in the Group Optional Life Plan provided in conjunction with the City's Group Life Insurance Plan. The optional Life Plan will be administered by the City and the employee shall pay one hundred (100%) percent of the premiums for this plan.

21. CLOTHING

21.01 NFPA 1975 Station wear standards will apply for station wear including shirts, pants, and coveralls. NFPA 1971 standard applies to all protective clothing. The most current version of each standard shall apply for clothing at time of purchase and issue.

Emergency Services Dispatchers are not required to have fire resistant uniforms or leather safety boots.

21.02 Immediately upon employment all members of the Fire Department will be issued the following items:

- a) Protective clothing to be issued to members engaged in emergency response field activities or fire investigation activities:

- 2 pair of Fire Resistant coveralls with flashes
- 1 pair fire resistant trousers
- 2 navy fire resistant shirts with flashes
- 1 SCBA face piece
- 1 firefighting helmet
- 1 firefighting bunker coat
- 1 firefighting bunker pant
- 1 pair of structural fire fighting boots

- 1 pair of approved safety boots
- 1 balaclava
- 1 pair of lined firefighting gloves
- 1 toque

b) Emergency Services Dispatchers:

- 4 navy shirts with flashes
- 2 trousers or skirts
- 1 pair of black dress shoes
- 1 black leather belt

21.03 Upon finishing probation all members will be issued the following items:

a) Dress Uniform

- 1 tunic
- 2 white dress shirts with flashes
- 1 dress trouser or skirt
- 1 pair of dress shoes
- 1 summer hat with badge
- 1 winter hat with badge
- 2 ties

b) Station Uniform

i) For members engaged in emergency response field activities or fire investigation activities:

- 1 pair of fire resistant trousers
- 2 navy fire resistant shirts with flashes
- 1 pair of approved safety boots
- 1 pair of light work gloves
- 1 I.D. card with photo
- 1 black leather belt
- 1 all season jacket
- 1 sweater
- 1 pair mitts
- 1 gear bag

Members may exchange 2 fire resistant shirts for 1 pair of fire resistant trousers upon ordering issue.

ii) Emergency Services Dispatchers:

- 1 black/navy uniform sweater with flashes
- 4 navy blue shirts with flashes
- 2 pair of trousers or skirts
- 1 pair of black leather dress shoes
- 1 all season jacket

21.04 Each permanent member shall thereafter receive:

a) Yearly

- 4 navy fire resistant shirts with flashes
- 2 pair of fire resistant trousers
- 2 pair of trousers or skirts (Emergency Services Dispatchers only)
- 4 navy shirts with flashes (Emergency Services Dispatchers only)
- 1 pair of black leather dress shoes (Emergency Services Dispatchers only)

- b) Two Years
 - 1 pair of approved safety boots
- c) As required with proof of need
 - 1 pair of fire resistant coveralls but not more than one in three years
 - 1 all season jacket but not more than one in four years
 - 1 leather belt
 - 1 black/navy uniform sweater but not more than one in three years
 - Any items of dress uniform
 - 1 toque
 - 1 gear bag

22. CLOTHING ISSUE CONDITIONS

- 22.01** a) All reasonable efforts shall be made to ensure orders for all clothing shall be placed by February 1st of each year.
- b) Consideration will be given to timelines as related to proven manufacturing and shipping delays.
- 22.02** Under any and all circumstances, departing members of the Department shall be required to return their identification card and hat badges.
- 22.03** All articles issued under this section shall be worn in accordance with the rules and regulations governing the operation of the Department.
- 22.04** The City shall provide a lump sum payment of \$145.00 per year cleaning allowance payable on the first pay period of March to members who have been issued dress uniforms. In order to be entitled to this payment the member must be employed on the payment date.

23. REFRESHMENTS

- 23.01** Any person covered under this Agreement who is required to be on duty at the scene of a fire or other emergency situation for a period of three (3) hours or more shall be provided with adequate refreshments. The cost of such refreshments shall be limited to ten (\$10.00) dollars per person per meal.

24. EMPLOYMENT

- 24.01** Persons hired prior to January 1, 2000 in the Fire Suppression or Ambulance Branches shall be grandfathered into the Emergency Services Branch with their former Fire Suppression and Ambulance duties. Alarm Room Operators prior to January 1, 2000 shall be grandfathered into the Communications Branch as Emergency Services Dispatchers. Administration shall maintain its right with no restrictions on the temporary usage of manpower to fulfill operational needs of the Emergency Services and Communications Branches.

Fire Prevention Branch employees will not work in the Emergency Services Branch or Communications Branch.

- 24.02** a) Individuals who were engaged in Fire Suppression duties or Ambulance duties prior to January 1, 2000 may apply to provide Emergency Services duties. Such individuals shall, at minimum, maintain the level of medical certification that they possessed prior to their application for Emergency Services duties. In order to be accepted, individuals must meet the minimum physical qualifications for a

firefighter as set by an accredited examination organization if this has not already been achieved. The City will reimburse the employee the cost of one (1) medical and one (1) physical test upon successful completion of both.

- b) All confirmed captains with existing medical certification must maintain a minimum of EMR certification.
- c) Personnel who are accepted or hired for Emergency Services duties must receive basic fire fighting training in order to be functional when assigned to fire fighting duties. It is further agreed that an acceptable level of training for such personnel to be considered functional as fire fighters would be the completion of NFPA training as contained in the Fire etc. curriculum as "S" series modules 200,300,400,500,700.

24.03 No person shall be employed in an emergency services capacity until certified as medically fit by the medical officer for the City. The medical exam shall include a chest x-ray. Persons must also be certified as physically fit by an accredited examination organization.

- 24.04**
- a) A person hired into the Department shall serve a twelve (12) month probationary period and, if acceptable, shall proceed to the first year category of their classification and proceed annually thereafter on the grid until they reach the maximum for that particular classification, as per wage scale Appendix "A".
 - b) Notwithstanding the preceding, a person hired for Emergency Services duties after January 1, 1990 shall be required to successfully maintain the requirements for the Emergency Medical Technician - Ambulance (EMT-A) certificate. The City shall ensure that the member is aware of his obligation to apply for registration and maintain certification, and shall assist the member with the application procedures if requested. Effective January 1, 2000 a person hired into the department shall maintain the level of medical certification they had upon commencing employment. If an employee upgrades their medical certification to a higher certification, they shall maintain that higher certification as required by the Fire Chief. Failure to maintain these requirements shall constitute cause for discharge.
 - c) All new hires with the same date of hire will have seniority determined with an examination process. The examination process will consist of two parts.
Part One: Mid term examination at approximately six months will be weighted at 20% of total mark (midterm percentage multiplied by 0.2)
Part Two: Final examination prior to end of twelve month probationary period weighted at 80% of total mark (final examination percentage multiplied by 0.8)
Seniority will be determined by the overall mark. In the event of a tie, the candidate with the highest mark on the final exam will be declared senior.
 - d) All persons hired into the Emergency Services Branch of the Department shall undergo a Recruit Program of 4-8 weeks in duration. The Recruit Program is designed to familiarize them with St. Albert Fire Department's operations, organization, and structure. The specific content and duration of the Recruit Program shall be developed by the Chief Training and Safety Officer and approved by the Fire Chief. The program content and duration will be reviewed by the Chief Training and Safety Officer prior to the hiring of each new recruit class, updated as needed and submitted to the Fire Chief for approval before presentation.
 - e) All persons who are hired outside of a structured Recruit Program, prior to being operational, will receive a minimum of a Basic Orientation program. The basic Orientation Program will be developed by the Chief Training and Safety Officer and approved by the Fire Chief. The member may also be required to attend some or all of a Recruit Program.

- f) No employee hired into the Fire Suppression Branch prior to January 1, 1990 who was hired without Emergency Medical Technician – Ambulance (EMT-A) as a prerequisite qualification, shall suffer a loss of pay, be demoted or be laid off specifically as a result of not obtaining an Emergency Medical Technician – Ambulance (EMT-A) qualification.
- 24.05**
- a) Where the City has a requirement for additional personnel in a Branch, an employee may be eligible to transfer from another Branch provided:
- i) They have successfully completed their probationary period, and
 - ii) They meet the recruitment requirements for that position, and
 - iii) Any department member who transferred branches prior to January 1, 2000 shall maintain Emergency Medical Technician – Ambulance (EMT-A) certification at a minimum)
- b) In the event of a transfer, seniority at the time of transfer shall be retained for all purposes other than promotion.
- c) Where an employee applies for a vacancy and is successful, the employee shall retain his/her existing rate of pay until such time as the rate of pay for the new position equals or surpasses that level, at which time he/she shall progress on the pay scale for the new position.
- d) Where the transfer is in accordance with (a) iii) above or because of inability to perform present duties because of a disability, an employee shall retain his/her existing rate of pay until such time as the rate of pay for the new position equals or surpasses that level, at which time he/she shall progress on the pay scale for the new position.
- e) A successful applicant shall be placed on a twelve (12) month trial period. Conditional upon satisfactory service during the trial period, employees shall be confirmed in the new position. An employee, who proves unsatisfactory during the trial period or finds they are unable to perform the duties of the new position, shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the staff change shall also be returned to their former position and salary without loss of seniority.
- 24.06** If after the trial period expires and the member wishes to transfer back to his/her former branch he/she may apply to the Fire Chief in writing. Such applications will be honored as vacancies permit, providing the employee meets the current qualifications of the position. On transferring back after the trial period, a member who was an officer or an officer candidate in his/her former branch will assume the position of junior officer candidate. On transferring back after the trial period, a member who was not an officer or an officer candidate will be reinstated into his/her former branch with the branch seniority that the member held in the former branch at the time of the original transfer. In all other respects, the provisions of Article 26.01 shall apply.
- 24.07** The City agrees to pay cost of membership in ACP, NAED.
- 24.08** Tuition fees will be paid and required texts will be supplied by the City for re-certification or maintenance training, for members registered in ACP, this shall include ACLS, BTLS, PALS and CPR and NAED programs, this shall include EFD, EMD and CPR.
- 24.09** The City agrees to make available to members the necessary programs, training, drills, tasks and duty time on the ambulance, to aid the member in maintaining the member's license.

24.10 Emergency Services personnel may, as part of their normal duties, be required to supervise students from the Emergency Medical Technician Programs, Paramedic Programs, and Emergency Services Technician Programs during the students' practicum's.

25. TRAINING

25.01 Both the Union and the City recognize the important role that training plays in the job performance, ability and the career development of members of the Department. Training may include technical training or leadership development programs, dependent upon the position within the department. Training programs will be determined by the Chief Training and Safety Officer and be approved by the Fire Chief . Employees shall be required to participate in these programs to be adequately trained and sufficiently experienced to perform their duties.

25.02 For employees hired after Jan 1, 1990, it is the member's responsibility to maintain the necessary skills sets related to their ACP certification. Employees will review their medical competency self-assessments with the Deputy Chief EMS and determine any development needs. In co-operation with the Deputy Chief EMS the employee is responsible for ensuring that the development needs are met in a reasonable timeframe.

25.03 a) When an employee is required by the City to attend training sessions and employees attending training to achieve NFPA 1001 Level 2 and NFPA 1021 at a time other than when he/she is scheduled to be at work the employee will be paid at their regular hourly rate of pay for all hours spent in training.

b) When a full day (minimum 6 scheduled hours) of required training sessions are to be conducted for a period of 3 days or less; an employee taking the training shall not be required to work the shift during the twelve (12) hour period immediately prior to or following that session. For periods of more than three (3) days the employee shall not be required to work the shift during the twenty-four (24) hour period immediately prior to or following that session. When a shift off is given prior to or after the training session additional training pay as indicated in 7.08a) will not apply.

c) If travel is involved to attend any training sessions, and the employee is required to use their personal vehicle, the City shall compensate the employee for mileage in accordance with the City Policy. All daily expenses during training including meals and accommodations will be covered according to City Policy. When more than one member attends a session, which requires travel, the Fire Chief, will determine travel efficiencies, taking into consideration any special circumstances.

25.04. The City and the Union recognize the importance of "in-house" training and that certain aspects of in-house training should be delivered in a consistent manner to all department members. It is also recognized that some in-house training is of a level of sophistication that merits it being presented by qualified instructors. Such training may include, but is not limited to, refresher courses for ice/water rescue, refresher courses for dangerous goods operations, and recruit orientation programs.

25.05 a) It is therefore agreed that a temporary Training Officer position should be established and filled on an as needed basis to accommodate extraordinary in-house training requirements. The Training Officer's position will be filled at the discretion of the Fire Chief for purposes and durations determined by him/her. A pool of qualified instructors will be developed through an annual process that involves a letter of commitment from qualified members.

- b) As long as the Training Officer position remains temporary, appointments to it shall be from existing department members who have, at a minimum, NFPA 10- 41, Level 2 certification. Members who have committed, shall not refuse such appointments unless they can provide good and substantial reason for such refusal. Members whose temporary appointment to the Training Officer position conflicts with their normal work schedule shall continue to accrue all benefits in accordance with their normal work schedule. Such members shall be given reasonable notice which shall be no less than 30 days, of an appointment and shall be paid at the agreed upon wage rate for the Training Officer position, for the duration of their appointment to the position. If there is more than one member qualified for temporary appointment to the Training Officer position, the Fire Chief will have discretion to choose the member he believes to be most suited to do the course.

25.06 When training occurs at a location (such as Fire etc.) that requires accommodation there will be no requirement for SAFD employees to share accommodations with personnel from other departments. When an even number of SAFD members attend the same training location at the same time they will be required to share accommodation on a two per room basis unless gender prevents this from happening.

26. SENIORITY

26.01 Promotional Seniority is defined as the length of continuous employment in any Branch of the Department. Promotional Seniority shall commence to accrue when an employee becomes permanent. Probationary service immediately prior to becoming permanent shall be included as part of Promotional seniority. Prior continuous service with other departments within the City or the Fire Department shall be recognized for all purposes other than Promotional seniority in the Branch concerned within the Department. In the event of a members transfer from one Branch of the Department to another, employment seniority at the time of the transfer shall be retained for all purposes other than promotion. For the purpose of promotions seniority shall commence to accrue upon the date of the members' transfer. A transferred member shall automatically be deemed to be junior to all members holding the same position within the Branch to which the transfer is made.

26.02 The City shall maintain a seniority list showing the date upon which each employee's service commenced in that particular Branch. An up-to-date vacation seniority list shall be sent to the Union in December and posted on all bulletin boards

26.03 All promotions, staff changes, layoffs and rehiring shall be based on seniority and ability. In the event of a layoff, permanent employees shall be laid off in reverse order of seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. No new employees will be hired until those laid off have been given an opportunity of re-employment. The City shall notify employees who are to be laid off eight (8) working shifts before the lay-off is effective or pay said employee eight (8) shifts pay in lieu if immediately laid off. In the event that layoffs occur as a result of a discontinuance of a service provided by a Branch or part of a Branch, Departmental seniority shall only be observed where, by mutual agreement, seniority is deemed to be applicable.

26.04 The Union shall be notified of all appointments, hirings, layoffs, transfers, shift changes, recalls and terminations within the bargaining unit.

26.05 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the City. An employee shall only lose his seniority in the event:

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns.

- c) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current address.
- d) He/she is laid off for a period of longer than one (1) year.

27. PROMOTIONS

Officer Candidate:

27.01 The Fire Department shall, as required, establish and maintain an Officer Candidate list for each Branch of the Department where promotional opportunities exist.

A member shall be eligible to become an Officer Candidate when:

- a) The member achieves First Class status
- b) The member has completed five (5) years of service within the Branch concerned.
- c) The member successfully completes an Officer Candidate screening process.
- d) Individuals who were members of the Fire Suppression and Ambulance Branches that existed prior to January 1, 2000 shall not be denied promotional opportunities within the Emergency Services Branch specifically as a result of not obtaining and EMT-P or EMT-A, with the exception of promotions to the EMSC position.

27.02 For promotional seniority in the Emergency Services branch the following will apply:

- a) For Officer positions (excluding the EMSC position):

Former Fire Suppression branch seniority
Emergency Services duties
Fire Suppression duties

- b) For EMSC position:

Former Ambulance branch seniority
Emergency Services duties
Ambulance duties

Emergency Services duties start date was January 1, 2000 for employees who applied prior to June 20, 2001. After June 20, 2001, any individuals who apply and are accepted for emergency services duties, will have their start date commence on their acceptance date.

27.03 For promotional seniority in the Communications Branch the following will apply:

Promotional seniority as per date of hire.

Officer Candidate Screening:

- 27.04** The Officer Candidate screening process shall be developed by Fire Department Administration with input from confirmed officers from within the Branch for which the candidates are being screened.
- 27.05** The purpose of the screening shall be to fairly test the applicant's knowledge of matters relevant to the position, the Branch for which the screening is being prepared, and the department in general, and to assess abilities and suitability to function as an officer in the Branch concerned. The screening shall consist of a written component, an oral component, an interview and a review of the applicant's performance appraisals and career record. All questions shall be relevant to the position sought, the Fire Department and the Branch concerned.
- 27.06** A mark of seventy-five (75%) percent shall be considered a pass mark and shall qualify the applicant as an Officer Candidate.
- 27.07** Notice of Officer Candidates screening process shall be posted on the Fire Department bulletin boards at least sixty (60) calendar days prior to the date the screening is to be held. This notice shall designate the Branch for which Officer Candidates are required and a list of members who are expected to participate in the screening in descending order of their seniority within the Branch concerned. These members shall be notified in writing by the Fire Chief.
- 27.08** A Board shall be constituted and it shall be their responsibility to conduct the screening process. The Board shall consist of the Fire Chief, or his designate, which will be a senior officer in the Fire Department, another senior member of the Fire Department appointed by the Fire Chief, and one member appointed by the Union; both of the latter shall be confirmed officers in the Fire Department and preferably from the Branch for which the screening is being conducted. The written component shall be coded and the anonymity of the member writing shall be, as far as possible, concealed.
- 27.09** Each member of the Board shall fairly and impartially mark each written component. The marks given by each member of the Board to each member who has completed the screening process shall be totaled and an average taken; this average shall be the member's mark. In due course and as quickly as possible, each member of the Department who has completed a screening process shall be informed in writing of his marks.
- 27.10** If a member fails to pass an Officer Candidate screening process, that member shall maintain his/her seniority and be given first opportunity to participate in the future. A member shall have the right to decline participation in any Officer Candidate screening processes. When a member or group of members pass the Officer Candidate screening process, such persons shall have priority (according to their established seniority) over any other member who passes at a future date in being assessed for and promoted to a Lieutenant's position.

Officer Candidate Training Program:

- 27.11** The Fire Department shall develop, maintain and administer a training program for Officer Candidates. Content will be developed by Fire Department Administration with input from confirmed officers. The program will provide training to enhance the skills and abilities necessary to effectively function as an officer in the Branch concerned. As far as practical the City shall provide equal access to the standardized instruction courses and training material that make up the Officer Candidate Training Program.

An Officer Candidate shall commit to and participate in this training program which when completed, will qualify the Officer Candidate for assessment for promotion to a Lieutenant's position.

Officer Assessments:

27.12 Upon completion of the Officer Candidates training program, Officer Candidates shall be assessed for promotion.

The purpose of the assessment shall be to fairly test the applicant's knowledge of matters relevant to the position sought, the Branch for which the assessment is being prepared, and the department in general, and to assess skills, abilities, and suitability to function as an officer in the Branch concerned.

27.13 The assessment shall consist of the following components with weighted value as indicated:

	Component	Weighted Value
a)	Examination (written & oral)	50%
b)	Assessment of career record and history	20%
c)	Assessment of promotional potential	30%

27.14 A minimum over all score of seventy-five (75%) percent must be achieved with a minimum score of seventy (70%) percent in each component in order for an applicant to be successful.

27.15 The criteria for the assessment of promotional potential and career history shall be developed by a task committee composed of two members of the Fire Department Administration and two members of the Union who hold the rank of Officer. In the case of promotion for the EMSC position the City's Medical Director may be requested for input. Where a consensus cannot be achieved by the committee, the decision of the Fire Chief shall be the decision of the committee.

27.16 Notice of Officer eligibility assessments shall be posted on Fire Department bulletin boards at least sixty (60) calendar days prior to the date the assessment is to be held. The notice shall designate the Branch for which the applicants are required and a list of members who are eligible to participate, in order of their seniority within the Branch concerned. These members shall also be notified in writing of their eligibility to be assessed.

27.17 An Assessment Board shall be constituted and it shall be their responsibility to mark written examinations and perform the necessary assessments. The Board shall consist of the Fire Chief, or his designate, which will be a senior officer of the Fire Department, another senior member of the Fire Department appointed by the Fire Chief, and one member appointed by the Union, both of the latter whom shall be confirmed officers in the Fire Department and preferably from the Branch for which the assessment is being conducted. All written examinations shall be coded and the anonymity of the member writing it shall be, as far as possible, concealed. A mutually agreed upon person from the Human Resource Services Department may be selected to act as facilitator during the examination process.

27.18 Each member of the Assessment Board shall fairly and impartially determine assessment scores. The marks given by each member of the Board to each member who has completed an assessment shall be totaled and an average taken and this average shall be the member's mark. In due course and as quickly as possible, each member of the Department who has completed an assessment shall be informed in writing of his individual marks.

27.19 If any member of the Fire Department who has completed an assessment does not meet the requisite pass mark, the Assessment Board shall forthwith and before the identity of the member is known, review the assessment in committee of the whole. If upon consideration of the committee of the whole, it is determined that an adjustment should be made, the mark shall be adjusted accordingly. Otherwise the original marks shall stand.

- 27.20** Any member not meeting the requisite mark on any or all components of the assessment may appeal to the Assessment Board for an oral review of the assessment. Any member desiring a review must request a meeting with the Assessment Board within ten (10) days of receiving notification of his/her examination mark.
- 27.21** If an Officer Candidate does not successfully challenge the assessment process for promotion, he/she shall be deemed to be junior to the Officer Candidates who are successful in the assessment process. He shall maintain his standing and seniority as an Officer Candidate, be required to participate in future Officer Candidate training, and be entitled to participate in future assessments.
- 27.22** When a Lieutenant's position is required to be filled, the senior Officer Candidate within the Branch concerned who has successfully challenged the Fire or Emergency Services assessment process shall be promoted. Should the Officer Candidate decline or refuse to accept a promotion that is offered to him/her in writing, he shall be deemed to be junior to the Officer Candidate(s) who accept(s) the promotion, and he will be required to undergo the promotional assessment process again before being offered a future promotion. If such an individual is promoted in the future, he shall be junior to members holding similar Officer positions.
- 27.23** In the event that a Lieutenant's position requires to be filled before any Officer Candidates have completed the Officer Candidate training program, the most senior Officer Candidate within the Branch concerned shall be assessed for promotion to the position. If such a promotion occurs, the Department shall insure that the promoted Officer Candidate completes the required training as soon as possible.
- 27.24** Promotions to Officer positions higher than that of Lieutenant shall be made from confirmed Officers who are one rank below the required position within the Branch concerned in order of their seniority.

Acting Provisions:

- 27.25** In the event that a Lieutenant is absent, the senior Officer Candidate on that shift in the Branch concerned shall act in the capacity of Lieutenant.
- 27.26** In order to be eligible to act in the capacity of Lieutenant, a member must have attained the status of Officer Candidate.
- 27.27** In the event that the City and the Union, through mutual agreement, determine that a Lieutenant is expected to be absent for a period of eight (8) working tours, excluding vacation, the senior Officer Candidate within the branch concerned shall be promoted to Lieutenant for the duration of the absence. The time served in the position of Lieutenant up to a maximum of six (6) months shall be credited towards the trial period of the Lieutenant when a permanent position becomes available.
- 27.28** In the event that a Captain is absent, the shift Lieutenant shall act in his capacity and the senior Fire or Emergency Services Officer Candidate on that shift shall act in the capacity of Lieutenant.
- 27.29** The City will make every reasonable effort to ensure there will be an officer in charge of each scene and in charge of a standby crew.
- 27.30** In the event that the City and the Union, through mutual agreement, determine that a Captain is expected to be absent for a period of eight (8) working tours, excluding vacation, the senior Lieutenant shall be promoted to Captain for the duration of the absence. The time served in the position of Captain up to a maximum of six (6) months shall be credited towards the trial period of the Captain when a permanent position becomes available.

27.31 An employee acting in a higher position will be paid at the rate of pay for the position in which he is acting for the time in which he serves in that capacity.

27.32 All Officer Candidates promoted to Lieutenant and all Officers promoted to a higher rank shall serve a trial period of twelve (12) months to prove his efficiency in their new position, during which time the newly promoted Officer shall undergo a performance review at four (4) month intervals. During the trial period, the Officer may elect to revert to his former position, or may be reverted for cause by the Fire Chief. Where possible, all newly promoted Officers shall serve their trial period at the headquarters Fire Station.

27.33 A member who is promoted to an Officer position that would not be covered by the Collective Agreement may elect to revert to his former position or may be reverted for cause by the Fire Chief for a period of time equivalent to the trial period for the position to which he was promoted.

E.M.S.C. (Emergency Medical Services Coordinator):

27.34 In the event that the E.M.S.C. is absent for an extended period of time and it becomes necessary to fill the position, the senior E.M.S.C. or Emergency Services Officer Candidate who is certified as a registered E.M.T./P shall assume the schedule of the E.M.S.C. and shall act in that capacity.

27.35 When the E.M.S.C.'s position is required to be filled, the senior E.M.S.C. or Emergency Services Officer Candidate who is certified as a registered E.M.T./P who has successfully challenged the assessment process shall be promoted. Should the Officer Candidate decline or refuse to accept a promotion that is offered to him/her in writing, he/she shall be deemed to be junior to the Officer Candidate(s) who accept(s) the promotion, and he/she will be required to undergo the promotional assessment process again before being offered a future promotion. If such an individual is promoted in the future, he/she shall be junior to members holding similar Officer positions.

27.36 In the event that the E.M.S.C.'s position requires to be filled before any officer Candidates have completed the Officer Candidate training program, the most senior Officer Candidate who is certified as a registered E.M.T./P shall be assessed for promotion to the position. If such a promotion occurs, the Department shall ensure that the promoted Officer Candidate completes the required training as soon as possible.

27.37 A member appointed to the E.M.S.C. position, either on a permanent or a temporary basis, shall maintain their qualifications at the E.M.T./P. level for the duration of their appointment to the position.

Grandfathering:

27.38 The provisions and conditions contained in Article 26 of this agreement do not apply to members that have been promoted or qualified for promotion under conditions and/or Collective Agreements in force prior to the implementation of this Agreement.

28. DISCIPLINE

The City and the Union agree to utilizing progressive discipline whenever appropriate.

28.01 When any recorded disciplinary action is initiated against an employee covered by this Agreement:

- a) The employee shall have the right to Union representation should he or she so desire to a maximum of one (1).
- b) A member of the Union Executive will be present at the hearing.

- c) With as much notice as possible, the Fire Chief will personally inform the Union Executive and the member of a disciplinary hearing and will also provide a written letter to each party in advance of the hearing. The Union Executive will be informed prior to the member notwithstanding clause 27.02. If the Union and the Fire Chief agree that the Union notify the member, then such notice constitutes notification under this clause.
- d) Within 5 days of the above hearing the employee and the Union shall receive a written notice as to the result of the hearing.
- e) Time limits specified above may be extended upon mutual consent of all parties

28.02 Notwithstanding clause 28.01, where the situation instigating discipline requires an immediate response and Union representation is not immediately available, the disciplinary action shall proceed and the Union shall be notified of the proceedings as soon as is practical. Failure to interpret properly whether the circumstances apply to clause 28.01 or 28.02 shall not prejudice the merits of the action taken should a grievance result.

28.03 No member may be disciplined or discharged for disciplinary reasons without just cause.

28.04 An employee's official Human Resources File shall be cleared of discipline under the following guidelines:

- a) Upon written request to Human Resources, the Fire Chief and the Union written reprimands will be removed after thirty six (36) consecutive months, if no further discipline has occurred during the thirty six (36) consecutive months.
- b) Upon written request to Human Resources, the Fire Chief and the Union, discipline resulting in suspension, will be removed after forty eight (48) consecutive months if no further discipline has occurred during the forty eight (48) consecutive months.

29. GRIEVANCE PROCEDURE

29.01 a) A grievance is defined as any difference between the parties or persons bound by this Agreement concerning the application, operation, or any alleged violation of this Agreement. A dispute as to whether any such difference is arbitrable is an arbitrable grievance.

b) "Days" means consecutive calendar days exclusive of Saturdays, Sundays and designated holidays.

29.02 The City shall ensure that there will be no loss of straight time pay for a maximum of two (2) representatives of the Union, or the grievor, where resolution of a grievance requires their absence from their regularly scheduled shift.

29.03 Statement of Intent

The City and the Union jointly recognize the desirability of resolving differences by joint consultation and discussion. Both parties will attempt to resolve such differences through informal means before proceeding to formal process.

29.04 Step I

The employee and the Union shall within eight (8) days of becoming aware (or reasonably should have become aware) of the occurrence, attempt to resolve the matter through informal discussion.

29.05 Step II

Where the parties to the difference are unable to resolve it, the employee or the Union shall within three (3) days of the end of informal discussions, submit a grievance to the Fire Chief. The grievance shall be in writing with a copy to the Human Resources Department and the General Manager of Community & Protective Services. The grievance shall stipulate the nature of the grievance, the article(s) of this Agreement, which is (are) alleged to have been violated, and the remedy sought.

29.06 The Fire Chief or his designate shall meet with the employee and the Union and within ten (10) days of receipt of the grievance shall provide the other party(s) with a written decision and the reasons therefore within four (4) days of the meeting.

29.07 Step III

If the decision of the Fire Chief or his designate does not settle the grievance, the employee or the Union shall, within five (5) days from the day the decision was delivered to the employee or the Union, refer the grievance to the General Manager, Community & Protective Services, with a copy to the Human Resources Department.

29.08 The General Manager, Community & Protective Services, or his designate shall meet with the employee and the Union within ten (10) days of receipt of the grievance and shall provide the other party(s) with a written decision and the reasons therefore within four (4) days of the meeting.

29.09 Step IV

Failing a satisfactory settlement being reached at Step III, the Union may, within seven (7) days of receiving the reply at Step III, refer the matter to arbitration. The notice shall be addressed to the General Manager of Community and Protective Services with a copy to the Human Resources Department and contain the name of the Unions' appointee to an Arbitration Board.

The City shall forward the name of the City's appointee to the Arbitration Board to the union within seven (7) days of the receipt of the name of the Union's appointee. If the City fails to appoint an appointee within the time limit the appointment shall be made by the Director of Mediation Services upon the request of either party

29.10 If the recipient of the notice fails to appoint an arbitrator within the time limit the appointment shall be made by the Director of Mediation Services upon the request of either party. If the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Director of Mediation Services upon request of the parties.

29.11 The Grievance 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 Grievance Arbitration Board, but if there is no majority, the decision of the Chairman governs, and it shall be deemed to be the award of the Board.

29.12 The Grievance Arbitration Board may quash or confirm any action taken by either party and may vary any action taken by either party, but shall not impose an action contrary to the agreement nor alter the agreement.

29.13 The Grievance Arbitration Board by its decision shall not alter, amend or change the terms of the Collective Agreement.

29.14 Each party to the difference shall bear the expense of its respective appointee to the Grievance Arbitration Board and the two (2) parties shall bear equally the expense of the Chairman.

29.15 A probationary employee shall not have access, nor be entitled to, the arbitration process in the event that his/her employment is terminated.

29.16 Policy Grievance

Where a difference of a general nature arises regarding the application, operation or alleged violation of this Agreement, and the parties cannot resolve the matter by informal discussion, the Union or the City shall have the right to process the matter as a policy grievance through the above mentioned procedures commencing with the representatives of the parties who would be involved in the resolution of a grievance at Step III.

The grievance shall be submitted in writing within ten (10) days from the date the grievor became aware, or should reasonably have become aware, of the incident prompting the grievance, and stipulate the nature of the grievance, the article(s) of this Agreement which is (are) alleged to be violated, and the remedy sought. If the parties should fail to resolve the matter at this level, the normal grievance procedure shall continue at Step IV.

29.17 Time limits specified above may be extended upon mutual consent of all Parties.

30. UNION MANAGEMENT RELATIONS

30.01 The City and the Union shall jointly appoint representatives to a Labour/Management Committee, which shall be established for purposes of ensuring continuing dialogue. A maximum of five (5) representatives may attend on behalf of each party and by mutual consent either party may send observers. The committee will hold meetings at times agreed upon by both parties but will endeavor to meet at least monthly. The meetings are to be considered a forum for discussing matters of mutual concern in an effort to find solutions to minor problems that have arisen since the last meeting, and to recommend solutions to the Union and the City. For the purpose of this clause, "minor problems" refers to an issue for which the implementation of the grievance procedure may be postponed pending resolution in the Labour/Management Committee and shall apply to all matters, which the committee mutually agrees to refer to the committee. Where the resolution of a problem cannot be obtained at the committee level the time limits of any possible grievances will not commence until after a meeting has been concluded. The meetings shall not constitute any part of the formal grievance procedure nor shall they compromise the right of the Union to the grievance procedure.

30.02 In order to better facilitate the collective bargaining process, the following procedures and practices will apply:

St Albert Fire Fighter Union members who have been identified by the Union Executive as members of the Union's Collective Bargaining Committee shall be excused (to a maximum of four (4) members) from their regular scheduled duty to attend collective bargaining sessions with the City. If a scheduled bargaining session with the City concludes during an excused bargaining committee member's regularly scheduled shift, the excused member will not be required to return to duty for the remainder of the hour during which the session concluded plus one additional hour. On duty staffing levels will be allowed to drop to the established minimum requirements to permit bargaining committee members to attend bargaining sessions with the City. If such attendance will cause the on duty staffing levels to drop below the established minimum requirements, off duty personnel are to be called in at the applicable overtime rates to achieve minimum staffing requirements. The above leave replacement and overtime provisions will apply only to scheduled collective bargaining sessions involving City and Union representatives.

They will not apply to bargaining committee strategy meetings or preparation time, or any other bargaining unit activities. Any replacement or compensation respecting Union activities not addressed in this guideline shall remain the responsibility of the bargaining unit.

31. SAFETY

31.01 The City and the Union places primary importance on the safety and health of the employee and is committed to a strong safety program that will protect its staff, its property, and the public. The City will maintain safe working conditions at all locations, comply with all Health and Safety legislation, and ensure its equipment and premises are safe.

The City and the Union shall establish a joint work site Health and Safety committee. The committee shall consist of not more than six (6) or less than (2) union members and not more than six (6) or less than (2) city members. The committee shall be co-chaired by a union appointed representative and city appointed representative. The union co-chair shall ensure that copies of the minutes are recorded and posted in the workplace. The employer and union also agree to pursue the implementation of mutually agreed recommendations of the joint work site Health and Safety Committee. The employer shall provide committee members with all employer information regarding health, safety, and work environment issues.

The committee, or their designates, in addition to duties under government laws and regulation shall:

- Establish and introduce mutually agreed upon Health and Safety programs and training programs.
- Conduct workplace inspections in order to identify hazards in the workplace.
- Investigate all accidents, dangerous occurrences or near misses and known or suspected occupational illnesses or diseases and ensure that recommendations are made to prevent reoccurrences.
- Review any plans for new technology, equipment, personal protective equipment, supplies, processes, materials, systems, or procedures before implementation in the workplace.
- Implement hazard prevention procedures for every hazard identified in the workplace using the following hierarchy: elimination of hazard, reduction of exposure to hazard and finally control measures including use of personal protective equipment.
- Review on an ongoing basis the required personal protective equipment used by employees to ensure that it meets all applicable standards, fits, and is effective in its use within the workplace.

When a disagreement between the Employer and the Union members of the Health and Safety committee occurs on any matter, or either party fails to abide by any of the health and safety clauses in this Collective Agreement, the matter shall be referred to the grievance procedures as defined elsewhere in this Collective Agreement.

32. CIVIL ACTIONS

32.01 The City shall pay all reasonable expenses and costs with respect to any civil Court action arising out of any incident involving a member of the Fire Department, provided the member at the time of such incident was acting within the scope and course of his/her employment with the City and the incident was not as a result of the gross negligence of the member.

33. PYRAMIDING

33.01 In instances of leave, vacation or training, a member shall only be entitled to receive the payment or benefit applied for. Where more than one (1) payment or benefit may apply in any given case, only one (1) payment or benefit shall be paid; should the payments or benefits differ in amount, the greater shall apply.

34. CLASSIFICATION

- 34.01**
- a) Where the employer proposes to establish a new classification within the bargaining unit, the rate of pay and other related matters specifically pertinent to that classification but not covered by the Collective Agreement shall be negotiated between the employer and the Union.
 - b) In the event that the parties fail to reach agreement within thirty (30) days of the date that the employer presents the Union with its proposal, the employer shall have the right to implement its proposal and the City and the Union may continue to negotiate or refer the differences between the parties to the Grievance Procedure commencing at Step III.
 - c) Any subsequent adjustment in wage rates shall be retro-active to the date of the implementation of the employer's proposal.

35. SALARIES

- 35.01**
- (a) Effective January 1, 2006 a two decimal five zero (2.50%) percent increase to the base rate of the First Class Emergency Service Personnel classification. Effective July 1, 2006 a two decimal zero (2.0%) percent increase to the base rate of the First Class Emergency Services Personnel classification. All salaries for other classifications to be adjusted as per percentage differentials.
 - (b) Effective January 1, 2007 a two decimal one (2.1%) percent increase to the base rate of the First Class Emergency Service Personnel classification. effective July 1, 2007 a two decimal zero (2.0%) percent increase to the base rate of the First Class Emergency Services Personnel classification. All salaries for other classifications to be adjusted as per percentage differentials
 - (c) Effective January 1, 2008 a four decimal zero (4.0%) percent increase to the base rate of the First Class Emergency Service Personnel classification. All salaries for other classifications to be adjusted as per percentage differentials

36. SHIFT DIFFERENTIAL

- 36.01** (a) Effective January 1, 2006, A shift differential of 75¢ per hour shall be paid for hours worked between 6:00 p.m. and 8:00 a.m. Shift differential will not be paid for hours worked at premium rates including overtime and the "stat" pay premium. Shift differential will increase to 80¢ per hour effective January 1, 2007.

37. PAY ADJUSTMENT

37.01 The City pays members of this bargaining unit bi-weekly. This pay system consists of twenty-six (26) pay dates per year. Once every eleven (11) years, there are twenty-seven (27) pay dates. Bi-weekly pay on the years that there are twenty-seven (27) pay dates is calculated by dividing the annual salary as prescribed by this Agreement by twenty-six (26), and paying that amount on each of the twenty-seven (27) pay dates.

38. CHANGE OF EMPLOYER

38.01 If during the term of this Agreement a change occurs which would in any way create or constitute a new employer to govern the employees of this bargaining unit, the provisions of this Agreement shall be binding upon the new employer with respect to employees under this Agreement. In the event that any of the other employees of the new employer are represented by another union, the representation rights and status quo of this Union shall be maintained until a final determination is made under the Alberta Labour Relations Code as to the proper representation and working conditions of the proper representation and working conditions of the combined group.

In witness whereof the City has caused to be sealed with the common seal of the City of St. Albert and signed by the Mayor and Rachel Vincent acting as Municipal secretary of the City and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year below written.

Sealed with the common seal of the
City of St. Albert and signed by:

Date:

Paul Chalifoux
(MAYOR)

Date:

D. Bruinooge
(DIRECTOR OF HUMAN RESOURCES)

The corporate seal of the St. Albert
Firefighters Union was hereunto
affixed in the presence of:

Date:

Kim Smyth
(PRESIDENT)

Date:

Sean Richards
(SECRETARY)

RATIOS OF SALARIES TO THE BASE RATE
FROM JANUARY 1, 2006 TO DECEMBER 31, 2008

	Jan 1st, 2006	Jan 1st, 2007	Jan 1st, 2008
EMERGENCY SERVICES BRANCH			
Chief Training and Safety Officer	130%	130%	130%
Captain	122%	122%	122%
Emergency Medical Services Coordinator	127%	127%	127%
Temporary Training Officer	122%	122%	122%
Lieutenant	111%	111%	111%
Senior First Class Emergency Services Personnel	NA	101%	101%
First Class Emergency Services Personnel	100%	100%	100%
2nd Year Emergency Services Personnel	91%	91%	91%
1st Year Emergency Services Personnel	83%	83%	83%
Probationary (12 months)	78%	78%	78%
First Class E.M.T./A (Advanced)	90%	92.25%	92.25%
COMMUNICATIONS BRANCH			
First Class Emergency Services Dispatcher	93%	94%	95%
3 rd Year Emergency Services Dispatcher	85%	85%	85%
2 nd Year Emergency Services Dispatcher	80%	80%	80%
1 st Year Emergency Services Dispatcher	75%	75%	75%
Probationary (12 months)	70%	70%	70%
FIRE PREVENTION BRANCH			
Fire Marshall	127%	127%	127%
Fire Prevention Officer 1 –	110%	110%	110%
Fire Prevention Officer 2 –	120%	120%	120%
Fire Prevention Officer Probationary	105%	105%	105%

Appendix "A"
Effective January 1st 2006

	Annual	Bi-Weekly	Hourly
		(/26)	(/2184)
Emergency Services Branch			
Chief Training and Safety Officer	82,478.66	3,172.26	37.76
Captain	77,403.05	2,997.04	35.44
Emergency Medical Services Coordinator	80,575.30	3,099.05	36.89
Lieutenant	70,424.08	2,708.62	32.25
Senior First Class Emergency Services Personnel	NA	NA	NA
Temporary Training Officer	77,403.05	2,997.04	35.44
First Class Emergency Services Personnel	63,445.12	2,440.20	29.05
2nd Year Emergency Services Personnel	57,735.06	2,220.58	26.44
1st Year Emergency Services Personnel	52,659.45	2,025.36	24.11
Probationary (12 months)	49,487.19	1,903.35	22.66
* First Class E.M.T./A. (Advanced)	58,528.12	2,251.08	26.80
Communications Branch			
First Class Emergency Services Dispatcher	59,003.96	2,269.38	27.02
3rd Year Emergency Services Dispatcher	53,928.35	2,074.17	24.69
2nd Year Emergency Services Dispatcher	50,756.10	1,952.16	23.24
1st Year Emergency Services Dispatcher	47,583.84	1,830.15	21.79
Probationary (12 months)	44,411.58	1,708.14	20.33
Fire Prevention Branch			
Fire Marshall	80,575.30	3,099.05	43.04
Fire Prevention Officer 2	76,134.14	2,928.24	40.67
Fire Prevention Officer 1	69,789.63	2,684.22	37.28
Fire Prevention Officer Probationary	66,617.38	2,562.21	35.59

* In order to maintain eligibility for this classification the member shall maintain their qualification as per Department policy.

Appendix "A"
Effective July 1st 2006

	ANNUAL	BI-WEEKLY	HOURLY
Emergency Services Branch		(÷26)	(÷2184)
Chief Training and Safety Officer	84,128.23	3,235.70	38.52
Captain	78,951.10	3,036.58	36.15
Emergency Medical Services Coordinator	82,186.81	3,161.03	37.63
Lieutenant	71,832.56	2,762.79	32.89
Temporary Training Officer	78,951.10	3,036.58	36.15
Senior 1 st Class Emergency Services Personnel			
First Class Emergency Services Personnel	64,714.02	2,489.00	29.63
2nd Year Emergency Services Personnel	58,889.76	2,264.99	26.96
1st Year Emergency Services Personnel	53,712.64	2,065.87	24.59
Probationary (12 months)	50,476.94	1,941.42	23.11
* First Class E.M.T./A. (Advanced)	59,698.68	2,296.10	27.33
Communications Branch			
First Class Emergency Services Dispatcher	60,184.04	2,314.77	27.56
3rd Year Emergency Services Dispatcher	55,006.92	2,115.65	25.19
2nd Year Emergency Services Dispatcher	51,771.22	1,991.20	23.70
1st Year Emergency Services Dispatcher	48,535.52	1,866.75	22.22
Probationary (12 months)	45,299.81	1,742.30	20.74
Fire Prevention Branch			
Fire Marshal	82,186.81	3,161.03	43.90
Fire Prevention Officer 2	77,656.82	2,986.80	41.48
Fire Prevention Officer 1	71,185.42	2,737.90	38.03
Fire Prevention Officer Probationary	67,949.72	2,613.45	36.30

* In order to maintain eligibility for this classification the member shall maintain their qualification as per Department policy.

Appendix "A"
Effective January 1st 2007

	ANNUAL	BI-WEEKLY	HOURLY
Emergency Services Branch		(÷26)	(÷2184)
Chief Training and Safety Officer	85,894.91	3,303.65	39.33
Captain	80,609.07	3,100.35	36.91
Emergency Medical Services Coordinator	83,912.72	3,227.41	38.42
Lieutenant	73,341.04	2,820.81	33.58
Temporary Training Officer	80,609.07	3,100.35	36.91
Senior 1 st Class Emergency Services Personnel	66,733.74	2,566.68	30.56
First Class Emergency Services Personnel	66,073.01	2,541.27	30.25
2nd Year Emergency Services Personnel	60,126.44	2,312.56	27.53
1st Year Emergency Services Personnel	54,840.60	2,109.25	25.11
Probationary (12 months)	51,536.95	1,982.19	23.60
* First Class E.M.T./A. (Advanced)	60,952.35	2,344.32	27.91
Communications Branch			
First Class Emergency Services Dispatcher	62,108.63	2,388.79	28.44
3rd Year Emergency Services Dispatcher	56,162.06	2,160.08	25.72
2nd Year Emergency Services Dispatcher	52,858.41	2,033.02	24.20
1st Year Emergency Services Dispatcher	49,544.76	1,905.95	22.69
Probationary (12 Months)	46,251.11	1,778.89	21.18
Fire Prevention Branch			
Fire Marshall	83,912.72	3,227.41	44.83
Fire Prevention Officer 2	79,287.61	3,049.52	42.35
Fire Prevention Officer 1	72,680.31	2,795.40	38.82
Fire Prevention Officer Probationary	69,376.66	2,668.33	37.06

In order to maintain eligibility for this classification the member shall maintain their qualification as per Department policy.

Appendix "A"
Effective July 1st 2007

	ANNUAL	BI-WEEKLY	HOURLY
Emergency Services Branch		(÷26)	(÷2184)
Chief Training and Safety Officer	87,612.81	3,369.72	40.12
Captain	82,221.25	3,162.36	37.65
Emergency Medical Services Coordinator	85,590.98	3,291.96	39.19
Lieutenant	74,807.86	2,877.23	34.25
Temporary Training Officer	82,221.25	3,162.36	37.65
Senior 1 st Class Emergency Services Personnel	68,068.41	2,618.02	31.17
First Class Emergency Services Personnel	67,394.47	2,592.10	30.86
2nd Year Emergency Services Personnel	61,328.97	2,358.81	28.08
1st Year Emergency Services Personnel	55,937.41	2,151.44	25.61
Probationary (12 months)	52,567.69	2,021.83	24.07
* First Class E.M.T./A. (Advanced)	62,171.40	2,391.21	28.47
Communications Branch			
First Class Emergency Services Dispatcher	63,350.80	2,436.57	29.01
3rd Year Emergency Services Dispatcher	57,285.30	2,203.28	26.23
2nd Year Emergency Services Dispatcher	53,915.58	2,073.68	24.69
1st Year Emergency Services Dispatcher	50,545.85	1,944.07	23.14
Probationary (12 months)	47,176.13	1,814.47	21.60
Fire Prevention Branch			
Fire Marshall	85,590.98	3,291.96	45.72
Fire Prevention Officer 2	80,873.36	3,110.51	43.20
Fire Prevention Officer 1	74,133.92	2,851.30	39.60
Fire Prevention Officer Probationary	70,764.19	2,721.70	37.80

Appendix "A"
Effective Jan 1st 2008

	ANNUAL	BI-WEEKLY	HOURLY
Emergency Services Branch		(÷26)	(÷2184)
Chief Training and Safety Officer	91,117.33	3,504.51	41.72
Captain	85,510.11	3,228.85	39.15
Emergency Medical Services Coordinator	89,014.62	3,423.64	40.76
Lieutenant	77,800.18	2,992.31	35.62
Temporary Training Officer	85,510.11	3,288.85	39.15
Senior 1st Class Emergency Services Personnel	71,141.60	2,736.22	32.57
First Class Emergency Services Personnel	70,090.25	2,695.78	32.09
2nd Year Emergency Services Personnel	63,782.13	2,453.16	29.20
1st Year Emergency Services Personnel	58,174.91	2,237.50	26.64
Probationary (12 months)	54,670.40	2,102.71	25.03
* First Class E.M.T./A. (Advanced)	64,658.26	2,486.86	29.61
Communications Branch			
First Class Emergency Services Dispatcher	66,585.74	2,560.99	30.49
3rd Year Emergency Services Dispatcher	59,576.71	2,291.41	27.28
2nd Year Emergency Services Dispatcher	56,072.20	2,156.62	25.67
1st Year Emergency Services Dispatcher	52,567.69	2,021.83	24.07
Probationary (12 months)	49,063.18	1,887.05	22.46
Fire Prevention Branch			
Fire Marshall	89,014.62	3,423.64	47.55
Fire Prevention Officer 2	84,108.30	3,234.93	44.93
Fire Prevention Officer 1	77,099.28	2,965.36	41.19
Fire Prevention Officer Probationary	73,594.76	2,830.57	39.31

*In order to maintain eligibility for this classification the member shall maintain their qualification as per Department policy.

APPENDIX "B"

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	1	A B	A B	C A	C A	D C	D B C D
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	2	B D	A B	A B	C A	C A	D D C C
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	3	B D	B D	A B	A B	C A	C D A C
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	4	D C	B D	B D	A B	A B	C C A A
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	5	D C	D C	B D	B D	A B	A C B A
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	6	C A	D C	D C	B D	B D	A A B B
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	7	C A	C A	D C	D C	B D	B A D B
8 A.M. - 6 P.M. 6 P.M. - 8 A.M.	8	A B	C A	C A	D C	D C	B B D D

APPENDIX "C"

DEFINITIONS

1. **EMPLOYEE:** A person employed in the City of St. Albert Fire Department who falls under the provisions of this Agreement.
2. **MEMBER:** A person employed in the City of St. Albert Fire Department who belongs to the St. Albert Fire Fighters Union.
3. **PROBATIONARY EMPLOYEE:** Those persons employed in the City of St. Albert Fire Department who are in their first twelve (12) months of employment.
4. **PERMANENT EMPLOYEE:** Those persons employed in the City of St. Albert Fire Department who have successfully completed the probationary period and who occupy a permanent position.
5. **TRIAL PERIOD: (Officer):** The trial period for promoted employees at or above the rank of Lieutenant shall be twelve (12) months. The trial period will re-occur upon each subsequent promotion awarded that employee.
6. **QUALIFIED OFFICER CANDIDATE:** Those employees in the City of St. Albert Fire Department who have successfully completed the qualifying examinations for officer status and are thereby qualified to act in the capacity of an officer as outlined in this Agreement.
7. Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the interpretation of the clause would not imply otherwise.
8. Where the word "shall" appears with a mandatory or directory interpretation, it shall have the same meaning as the word "will", and the converse.
9. Where the term Director of Fire Services is used it shall have the same meaning as Fire Chief.
10. For vacation and special leave purposes day workers will be assessed at 8 hours for each day of vacation or special leave taken.
11. For vacation and special leave purposes shift workers will be assessed at 12 hours for each day of vacation or special leave taken.

APPENDIX "D"

Deferred Salary Leave Plan

This deferred salary leave plan has been developed to allow an eligible staff member the opportunity to finance a one (1) year leave of absence without compensation by deferring a portion of his regular salary to finance the year of leave. It is the intent that this plan will be of no major cost, or cause any undue hardship to the City.

1. Definitions

- “Union” means the St. Albert Fire Fighters Union.
- “City” means the City of St. Albert.
- “Current Compensation Amount” means base salary rate less the Deferred Amount.
- “Deferred Amount” is the portion of the Current Salary Amount retained by the City and invested with an Eligible Investor for the participant.
- “Eligible Investor” means a Canadian Chartered bank, Investment firm, Treasury Branch, or any Credit Union authorized to do business in the Province of Alberta as arranged by the participant.
- “Eligible Staff Member” means a full time employee with first class status.
- “His” and “he” are used in place of “his/her” and “he/she” for the sake of brevity.
- “Individual Agreement” means the deferred salary leave plan agreement signed by both the Eligible Staff Member and the City
- “LOA” means the twelve (12) month leave of absence taken in accordance with clause 4 and commencing on May 1st of the year of leave.
- “Participant” means an Eligible Staff Member whose application for participation in the plan has been approved by the City in accordance with clause 2.3 and has completed an individual agreement.
- “Plan” means the deferred salary leave plan.

2. Application

- 2.1. In order to enroll in the Plan, an Eligible Staff Member must apply in writing to the Fire Chief on or before November 1st, at least six (6) months prior to their projected start date. The application must state the date when the employee wants to participate in the plan and the year in which the leave is to be taken.
- 2.2. The approval of each application made under clause 2.1 shall rest solely with the City. The Fire Chief shall by December 31st of that year advise each applicant of the City’s approval or disapproval of his/her application, and if the latter, an explanation shall be provided. A copy of the Chief’s decision shall be forwarded to the Union
- 2.3. If the City gives its approval in accordance with clause 2.2, the participation of the Eligible Staff Member in the Plan will become effective May 1st, of the year following approval. Alternatively, the City and the Eligible Staff Member may agree to another start date.
- 2.4. An Eligible Staff Member must complete and sign an Individual Agreement by January 31st following the City’s approval of the Eligible Staff Member into the plan.

3. Funding for LOA

Funding for the LOA shall be as follows:

- 3.1. During each year prior to the LOA, the Participant, for a maximum of six (6) years, will receive his/her Current Compensation Amount, less the Deferred Amount determined under clause 3 of the Individual Agreement, for the year in question which is retained by

the City. The Deferred Amount will be retained by the City and be invested in accordance with Clause 3.2. The Participant is not permitted to have a percentage of his base salary withheld which is in excess of the percentage obtained when 100% is divided by the number of years the Participant specifies he wishes to be in the Plan, including the LOA year. Nor is it permitted to withhold an amount in excess of 33 1/3% of the base salary.

- 3.2. The Deferred Amount in accordance with clause 3.1 shall be invested by the City in trust with the Eligible Investor that the Participant has organized. In consideration of the administrative services performed by the City, the Participant shall indemnify the City against any expense(s), claim(s), or liability(ies) arising out of such investments.
- 3.3. The Amount of income tax to be deducted is dependent upon the City receiving a ruling to the satisfaction of its solicitor from Revenue Canada that the Deferred Salary Leave Plan contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of income tax to be deducted may be computed on the actual salary received by the Participant during each of the calendar years he is enrolled in the Plan.
- 3.4. The City shall on the following dates pay to the Participant the accrued interest on his Deferred Amount:
 - (a) On December 31st in each year the participant has Deferred Amounts with the Eligible Investor; and
 - (b) the last day of the LOA, or when the City makes a payment due to deferral or withdrawal from the Plan or death of the Participant.

4. Taking of LOA

The Taking of a LOA shall be governed by the following provisions:

- 4.1. The LOA shall be for a period of twelve (12) months and shall occur according to, and be governed by, policy of the City.
- 4.2. The manner of payment to the Participant during the LOA shall be in 26 equal biweekly payments calculated biweekly, based on the Deferred Amount remaining with the Eligible Investor. These payments will be less the amount of any deductions made by the City under clause 5.2 and any monies required by law to be paid by the City for, or on behalf of the Participant.
- 4.3. If the City is unable to obtain a suitable replacement for a Participant by January 31st for the period of LOA, the City may in its discretion, defer the LOA for a number of months to a maximum of one (1) year. In such case, the Participant may choose to remain in the Plan or he may withdraw from the Plan, in which case the City shall pay the Participant the Deferred Amount in one lump sum payment no later than 60 days from withdrawal. Where the deferral is at the request of the City and the deferral extends the period beyond the 6 year limit, the City agrees to reimburse the Participant any additional income tax which becomes payable by the Participant as a direct result of said deferral by the City.
- 4.4. A Participant during the year of LOA under the plan shall not accumulate nor be entitled to the following:
Statutory holiday pay, shift differential pay, service pay, vacation pay, maternity, sick or any other leaves and promotion.
- 4.5. The City will place the Participant, upon return from his LOA, into a position equivalent to that which they held prior.
- 4.6. The period of LOA shall not interrupt the continuity of the Participant's service with the City. The Participant will be reinstated with the same level of experience that he had when he left on the LOA. After participation in the Plan, the Participant's salary and benefits will be

as set out in the collective agreement in force between the City and the Union governing such matters at that time.

- 4.7. Notwithstanding the date shown in paragraph 4 of the Individual Agreement for a requested LOA, a Participant may request postponement of such LOA for one (1) year. This request must occur at least six (6) months prior to the scheduled LOA.
- 4.8. A Participant shall return to their regular employment on expiry of the LOA and provide service for a period at least equal to the LOA.
- 4.9. Should a Participant fail to report as required in clause 4.8, such Participant shall be deemed to have abandoned both the position and his contract of employment with the City. The City may then with one (1) week notice to the Union fill the position with someone other than the Participant. The City shall not be responsible for any income tax or other consequences of the Participant's failure to return to work pursuant to clause 4.8.

5. Fringe Benefits

- 5.1. While a Participant is enrolled in the Plan, all applicable health and welfare benefits for a Participant shall be structured according to the Current Compensation Amount.
- 5.2. The City will continue paying its share of applicable health and welfare benefits for a Participant during the non-LOA years of the Plan.
- 5.3. The City will maintain applicable health and welfare coverage for a Participant during the year of LOA under the Plan, provided such Participant assumes the full responsibility of paying the total costs for said benefits except: The employer's portion of Canada Pension Plan, Local Authorities Pension, and Employment Insurance.
- 5.4. A Participant may not receive wages or salary from the City, or from any other person or partnership with whom the City does not deal at arm's length, during the LOA except for the amounts contemplated by the plan.

6. Withdrawal

- 6.1. A Participant who ceases to be employed by the City must withdraw from the Plan. Within sixty (60) days the City shall pay to the Participant the Deferred Amount and any interest accrued.
- 6.2. A Participant may apply to the City to withdraw from the Plan at any time up to at least six (6) months prior to commencing the LOA. The City will approve the request to withdraw from the Plan. Within sixty (60) days of approval by the City of the withdrawal request, the City will pay to the Participant the Deferred Amount and any interest accrued.
- 6.3. Should a Participant die, the City will within sixty (60) days of notification of such death pay the Deferred Amount and any interest accrued to the Participant's estate, subject to the City receiving any necessary clearances and proofs normally required for payment to estates.
- 6.4. In event of withdrawal, the City will deduct from the Deferred Amount any withdrawal fee as established by the Eligible Investor.

7. Suspension from Financial Participation in the Plan

- 7.1. A Participant may give notice to the City stating that he wishes to suspend his participation in the Plan for one (1) year effective the next May 1st. After the following May 1st the City will pay the employee his base salary without deducting the Deferred Amount for one (1) year. All previously Deferred amounts will remain invested with the Eligible Investor until the Participant withdraws from the Plan or takes his LOA.

- 7.2. A Participant who has given notice in accordance with clause 7.1 may give notice to the City that he wishes to become reinstated in the Plan. In which case, on May 1st immediately following such notice, the Participant will participate in the Plan for the remaining years.
- 7.3. A Participant may not suspend their participation more than once.
- 7.4. Suspension of participation under clause 7.1 will not change the year established for the LOA, unless notice is given to the Fire Chief six (6) months prior to the intended LOA.

8. Six Year Maximum on Deferral

Any deferral, postponement, or suspension of taking the LOA as described and set out in any clauses of the Plan which extends the deferral beyond the six years requires the City to pay to the Participant all amounts held under the Plan. This payment will occur no later than the end of the first taxation year which commences after the end of the six year deferral.

9. Termination or Amendment of Plan

- 9.1. The Plan may be amended or terminated by the City only after consultation with the Union. Any amendment(s) will be binding upon all present and future Participants.
- 9.2. No amendment(s) will be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**DEFERRED SALARY LEAVE PLAN
INDIVIDUAL AGREEMENT**

This Agreement is made in duplicate on this _____ day of _____, 20 ____.

BETWEEN:

The City of St. Albert
(hereinafter referred to as the "City")

AND:

(hereinafter referred to as the "Staff Member")

WHEREAS pursuant to the Deferred Salary Leave Plan contained in the collective agreement between the City of St. Albert and St. Albert Fire Fighters Union an Eligible Staff Member may apply prior to November 2nd, provided the Staff Member enters into an agreement to comply with the conditions and terms set out in said Plan.

AND WHEREAS the Staff Member has applied to participate in said Plan on the terms and conditions set out therein and the City has agreed to approve the participation of the Staff Member hereinafter set out.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS herein contained:

The City and the Staff Member covenant and agree as follows:

1. This Agreement shall not be construed as a contract of employment.
2. Enrolment in the Plan shall become effective commencing May 1st, 20____.
3. During the _____ years from May 1, 20____ to April 30, 20____, the Staff Member will work for the City at the regular salary to which the Staff Member would otherwise be entitled to less the percentage amounts set out in this clause to finance the leave period, subject to the terms and conditions set out in said Plan.

First year	May 1, 20__ to April 30, 20__	_____ %
Second year	May 1, 20__ to April 30, 20__	_____ %
Third year	May 1, 20__ to April 30, 20__	_____ %
Fourth year	May 1, 20__ to April 30, 20__	_____ %
Fifth year	May 1, 20__ to April 30, 20__	_____ %
Sixth year	May 1, 20__ to April 30, 20__	_____ %

The following percentages apply for the purposes of calculating the maximum to be withheld from the Base Salary Rate:

Numbers of Years Deferred	Year in Which Leave to be Taken	Maximum Percentage Annual Deferral
1	2	33.33%
2	3	33.33%
3	4	25.00%
4	5	20.00%
5	6	16.67%
6	7	14.29%

4. The leave period shall commence May 1, 20__ and end April 30, 20__, subject to the terms and conditions set out in said Plan.

5. The provisions of the Deferred Salary Leave Plan, a copy of which is attached hereto, as amended from time to time, shall be deemed to be part of this agreement and are hereby incorporated by reference.

6. The Staff Member to indemnify the City against any and all liability, loss, damages, costs or expenses which it may hereafter incur, suffer, or be required to pay as a result of participation of the City in said Plan.

7. Accrued interest shall be paid to the Staff Member by December 31st of each year in which the Staff Member is a Participant in the Plan.

8. The Staff Member agrees that the City can open and maintain a savings or other investment account in trust on his/her behalf with an Eligible Investor as defined in the Deferred Salary Leave Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE CITY OF ST. ALBERT

 (Authorized signature for The City of St. Albert)

STAFF MEMBER

 (Signature of Staff Member)

LETTER OF UNDERSTANDING
BETWEEN
THE ST. ALBERT FIRE FIGHTERS UNION
AND
THE CITY OF ST. ALBERT
CONCERNING
STAFFING OF EMSC POSITION

The St. Albert Fire Fighters Union acknowledges that the City of St. Albert's intention is to leave the position of EMSC (referred to in the Collective Agreement) vacant until such time that both parties deem it necessary to be staffed once again. This agreement in no way prohibits either party from pursuing a case to have the EMSC position staffed.

The St. Albert Fire Fighters Union and the City of St. Albert agree that the members who have successfully challenged the EMSC screening process will not have their status as EMSC Candidates revoked or altered for a period of five (5) years from the date of signing this agreement.

The status of these members will also be accepted for all future advancements to the Emergency Medical Sector of the St. Albert Fire Department for a period of five (5) years. Their status, however, shall **not** be accepted for any advancement in the Emergency Services Branch of the St. Albert Fire Department for the same period of time.

Kim Smyth, President
I.A.F.F. Local 2130

F.W. [Rick] Brick
Director of Human Resources
City of St. Albert

Date December 9th 2002

**Letter of Understanding
Between
The City of St. Albert
And
The St. Albert Firefighters Union I.A.F.F. Local 2130
Concerning
Employee Fitness and Wellness, Claims Management and Attendance Management**

Effective: April 3, 2006

The City of St. Albert and the St. Albert Firefighters Union agree that a joint committee be established with a mandate to recommend for approval a program which will deal with fitness and wellness referring to the Fire Service Joint Labour Management Wellness Fitness Initiative (2nd Edition). The committee is also mandated to review the claims management and attendance management programs.

The goal of this committee will be to bring forward a comprehensive report outlining all known costs, operational impacts, infrastructure needs, employee impact assessments and viability related to implementation.

The overall goal of these programs is to be proactive in fitness and wellness in order to reduce risk of injury, illness and lost time and also to effectively manage any situations of lost time with the goal of having the employee return to work as soon as medically possible. The initiatives will raise the profile of wellness, fitness, attendance and claims management.

Both parties agree these initiatives are very important and agree the committee will include, but not be limited to, the Fire Chief, Director of Human Resources, and the Union President. If feasible, this committee will prepare recommendations on the programs with the intent to put forward a business case for funding for the 2007 fiscal year.

Dan Bruinooge
Director of Human Resources

Kim Smyth
President, I.A.F.F.
Local 2130

Date _____

**LETTER OF UNDERSTANDING
BETWEEN
THE ST. ALBERT FIRE FIGHTERS UNION
AND
THE CITY OF ST. ALBERT
CONCERNING
Staffing Communications Office**

The St. Albert Fire Fighters Union and the City of St. Albert recognize and agree to the need to assign Emergency Services Personnel to cover shifts in the communications office when permanent Emergency Services Dispatchers are absent.

The St. Albert Fire Fighters Union and City of St. Albert agree that coverage by Emergency Services Personnel in the communications office is intended to deal with scheduled leave and day to day vacancies by permanent Emergency Services Dispatchers. Coverage by Emergency Services Personnel is not intended to deal with vacancies of a long-term nature such as long term disability, maternity leave or deferred salary leave.

The St. Albert Fire Fighters Union and City of St. Albert agree to the need to provide training and information necessary to those Emergency Services Personnel who will be assigned to duty in the communications office to enable them to function effectively in that capacity. We further agree that a communication office orientation program will be developed and presented consistently to all department members at least once per calendar year.

The St. Albert Fire Fighters Union and the City of St. Albert agree that Fire Department Administration will select a maximum of three [3] Emergency Services Personnel from each platoon to be trained with a minimum EMD certification to function in the communications office. Emergency Services Personnel who are selected for training and assignments agree that they will maintain any certifications or competencies resulting from such training.

The St. Albert Fire Fighters Union and the City of St. Albert agree that the viability of having Emergency Services Personnel cover shifts in the communications office will be continually monitored and formally reviewed within a 24 month period and that both parties will discuss any issues or concerns.

Kim Smyth, President
I.A.F.F. Local 2130

F.W. [Rick] Brick
Director of Human Resources
City of St. Albert

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. ALBERT
AND
THE ST. ALBERT FIRE FIGHTERS UNION
CONCERNING
Attendance Management Program**

The St. Albert Fire Department and St Albert Firefighters Union is committed to taking every possible action to promote the health and wellness of its members. As such, we are going to introduce an Attendance Management program incorporating a recuperative duties procedure. We are all aware that any absence from duty has a negative impact on all personnel, none more so than unexpected or lengthy absence due to illness or injury. We, as the St. Albert Fire Department undertake to provide a consistent means of measuring absence due to illness and, where possible, to provide meaningful employment on a light duty basis, to assist the member to return to work. This program is not meant to deal with the short-term absences all employees experience (e.g. colds, flu etc.) except for recording purposes.

The purposes of the program can be summarised as follows;

- To promote attendance.
- To encourage member awareness that sick leave is not earned, but granted by the employer in specific circumstances.
- To ensure those who are ill are looked after properly, and to maintain contact with the member.
- To provide support for crew members by utilising members in valuable light duty roles.

Human psychology dictates that the longer a member is away from the workplace the less likely they are to return. Employer intervention reduces isolation and reverses that pattern. In matters relating to crisis intervention it can be vital for the long term well being of the individual. In such times where maximising our human resources is essential to our service, we have established position descriptions that can be altered to fit the recuperative requirements of the individual. The use of recuperative duties is a short term, temporary program of work to enable those recovering from long term illness or injury to progress towards full duties. It will only be considered when significant progress towards recovery could be expected.

This process will establish documented communication between the station officer (or appropriate manager) and the member when they are absent from work, due to illness or injury. When appropriate, the member will be requested to furnish the details of their inability to perform regular duties, from their doctor and authorise their release of job pertinent information. The Fire Department shall, with the advice of the medical professional, establish a suitable return to work program. Research shows the single most significant factor affecting the length and duration of illness is the relationship between the employee and the workplace. It has shown that communication between the employee and their manager produces results in facilitating a return to work. The earlier an employee is invited to the workplace to participate in their return to work plan, the earlier they return. (Within the first week of absence is recommended)

The process of attendance management and recuperative duties has obvious benefits for the Department as well as the member and fellow team members. We expect you to be at work and will do all we can to help you to be there. The emphasis on personal accountability is increased, as is the commitment of management to care for their employees. All recognized parties, The City, the Union, and the member have a duty to accommodate to the point of undue hardship. The process will be reviewed and re-signed on a yearly basis.

The Fire Chief has the right to request that the returning employee go through a reorientation process to ensure their operational knowledge remains current.

This Attendance Management Program has been prepared and agreed by the St. Albert Fire Department and the St. Albert Fire Fighters Union. It works in conjunction with the roster program and the SAFFU Collective agreement This process applies to all members of the Fire Department and must be followed in a consistent, fair and appropriate manner.

Kim Smyth, President
I.A.F.F. Local 2130

F.W. [Rick] Brick
Director of Human Resources
City of St. Albert

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. ALBERT
AND
THE ST. ALBERT FIRE FIGHTERS UNION, LOCAL 2130 I.A.F.F.
REGARDING
THE ESTABLISHMENT OF THE POSITION OF
CHIEF TRAINING AND SAFETY OFFICER

The City of St. Albert (the City) and the St. Albert Fire Fighters Union, Local 2130 I.A.F.F. (the Union) agree to the following conditions concerning the establishment of the position of Chief Training and Safety Officer within the City of St. Albert Fire Department.

- The Chief Training and Safety Officer will be a senior position within the St. Albert Fire Department that will report to the Fire Chief. The incumbent will be identified by three 3/8th inch gold stripes on uniform clothing and a white helmet on emergency / operational scenes. The incumbent will have full authority in areas of training and safety as prescribed by the Fire Chief.
- The incumbent will be responsible to develop and ensure the delivery of training programs to department personnel as delegated and authorized by Department Administration, provide input on employee evaluations with respect to training activities, ensure that all department personnel meet the standards and levels of training as prescribed by Department Administration. The incumbent will be responsible for maintaining all applicable training records and reports.
- The incumbent will function as the department's safety officer and corporate safety representative, and as such will ensure compliance with applicable corporate, provincial and federal safety requirements, and act as safety officer as required during emergency operations. The incumbent will be responsible for maintaining all applicable safety records and reports and providing input on employee evaluations with respect to safety awareness and practices.
- The base salary for the position of Chief Training and Safety Officer shall be:
 - Probationary (12 months) — 123% of 1st Class ESP annual base salary
 - Permanent appointment (after probation) — 130% of 1st Class ESP annual base salary.

- The minimum criteria and qualifications for the position of Chief Training and Safety Officer shall be:
 - Certification as a Level 2 Fire Service Instructor through recognized industry agencies such as NFPA or Pro Board at minimum.
 - Credentials and capability to instruct and certify department members to NFPA 1001 and 1021 standards at minimum.
 - Valid Class 3 operators license (with Q endorsement)
 - Valid Basic Cardiac Life Support (CPR) Certification
 - Advanced Computer skills
 - Ability to clearly communicate in verbal and written forms.
 - Knowledge and ability with respect to adult learning techniques.

- The hours of work for the position of Chief Training and Safety Officer shall normally be forty (40) hours per week, Monday to Friday, 0800 hours to 1700 hours with one (1) hour off for lunch. There may be occasions where the scheduled hours of work need to be adjusted to accommodate job requirements such as but not limited to working evenings or weekends. When adjustments are necessary the incumbent will be given no less than forty eight (48) hours notice of such adjustment, and such adjustments will be compensated for with equal time off during the regularly scheduled hours of work so as not to normally exceed eighty (80) hours of work per pay period. Any hours worked in excess of eighty (80) hours per pay period will be compensated for at overtime rates as set out in the collective agreement between the City and the Union. Any call — ins for duty during normal time off such as but not limited to emergency scene requirements shall be compensated for at the call — in rates as set out in the collective agreement between the City and the Union

- Incumbents in the Chief Training and Safety Officer position shall receive uniform and protective clothing issues in accordance with the provisions governing Emergency Services Personnel as set out in the collective agreement between the City and the Union.

- Incumbents in the Chief Training and Safety Officer position shall be considered as Day Work employees as defined in the collective agreement between the City and the Union, and with the exception of the hours of work as noted above, shall be subject to the conditions concerning Day Work employees as stipulated in the collective agreement between the City and the Union.

- As there will be occasions where incumbents in the Chief Training and Safety Officer position are required to use their personal vehicles for City business, they will be paid mileage as set out in the applicable City of St. Albert policy for actual miles driven in the conduct of City business, with the exception of those driven traveling to and from work. Incumbents in the Chief Training and

Safety officer position shall also be reimbursed for the business portion of their personal vehicle insurance in accordance with applicable City policy.

I.A.F.F. Local 2130

City of St. Albert

Date

