AND

COLLECTIVE AGREEMENT

January 1, 2017
to
December 31, 2019
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COLLECTIVE AGREEMENT

Between

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

OF THE FIRST PART

AND

STRATHCONA COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION;
LOCAL 2461, I.A.F.F.
(hereinafter referred to as "the Association"),

OF THE SECOND PART

1. TERMS OF AGREEMENT

1.01 This Agreement shall become effective upon the date that the said Agreement is duly executed by the proper officials of the County and the Association, and shall remain in force and effect beyond the expiration date from year to year thereafter, unless either party at any time in the last four (4) months of the term of the Agreement requires by notice in writing the other party to meet and bargain collectively.

1.02 If amendment is desired, the contents of the amendment shall be transmitted to the other party as specified under the terms of the Alberta Labour Relations Code. The existing Collective Agreement shall remain in force until the process of collective bargaining has been completed in accordance with the provisions of the Alberta Labour Relations Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties of the Agreement.

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

1.03 The duration of the Agreement shall be January 1, 2017 to December 31, 2019.

2. SCOPE

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

3.01 **Acting Officer**: The words "acting officer" when used in this Agreement shall mean a member who is designated to serve temporarily in an officer's position for which he is qualified.

3.02 Date of hire shall be referred to as “anniversary date”. Date of hire is considered the first day of full-time employment with the County. This definition applies only to annual vacation leave Section 10.02.

3.03 **Association**: refers to the elected board representatives of Strathcona County Professional Fire Fighters Association, International Association of Fire Fighters Local 2461.

3.04 **Calendar Year**: The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing on January 1st and ending on December 31st.

3.05 **Call Out**: The words "call out" shall mean the summoning of a member to his place of work during his off-duty hours for the purpose of carrying out the duties of Emergency Services.

3.06 **Casual Illness**: An illness of four (4) or less consecutive work days in duration, resulting in the inability of a member to perform the duties of their position.

3.07 **Confirmed**: Shall mean an Officer who has successfully completed their probationary period.

3.08 **Division**: The term "Division" means a grouping of positions having similar, or closely related, duties and responsibilities.

3.09 **Division Seniority**: reflects the actual time a Member has spent working in a Division on a full-time basis. This definition is to be used for promotional purposes only.

3.10 **Earnings**: A definition of earnings as per each benefit provider will be made available electronically to members.

3.11 **Emergency Communications Operators**: The full time employees employed by the County and assigned to duties within the Communications Division.

3.12 **Fire Fighters**: The full time employees employed by the County and assigned to fire suppression, emergency medical services, rescue or other duties within the Fire Suppression Division.

3.13 **Fire Prevention and Investigation staff**: The full time employees employed by the County and assigned to fire prevention, inspection and investigation duties within the Fire Prevention & Investigation Division.
3.14 **Gender:** Whenever male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

3.15 **General Illness:** An illness of more than four (4) consecutive shifts/work days duration, resulting in the inability of a member to perform the duties of their position; a certificate signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources is required.

3.16 **Initial Probation:** Initial probation when used in this Agreement, shall mean the initial trial period of employment within the department as set out in Section 12.01.

3.17 **Interpretation:** In this Agreement, unless the contrary intention appears, words in the singular shall include the plural, and words in the plural shall include the singular.

3.18 **Member:** Any full-time classification listed under Schedule of Salaries, Appendix I, shall be considered a member covered by the Collective Agreement.

3.19 **Occupational Health, Safety and Training staff:** The full time employees employed by the County and assigned to the Occupational Health, Safety & Training Division.

3.20 **Past Precedent:** means any act, decision, or case that serves as a guide or justification for subsequent decisions.

3.21 **Permanent Member:** The words "permanent member" when used in the Agreement shall mean any member who has successfully completed the required probationary period of a permanent position and has continued in the employment of the County.

3.22 **Promotion:** Promotion shall mean the advancement of a member to an officer position bearing higher wages than the position from which he came.

3.23 **Promotional or Reclassification Probation:** Promotional or reclassification probation when used in this Agreement shall mean the initial trial period of a member transferred to an officer position bearing higher wages than the level from which he came or the initial trial period of a member who has changed job position as set out in Section 16.04.

3.24 **Quarterly Period:** The words "quarterly period" when used in this Agreement shall mean a calendar period of three months, of which there are four per year: first, January to March, inclusive; second, April to June, inclusive; third, July to September, inclusive; and fourth, October to December, inclusive.
3.25 Rank: The word "rank" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.26 Rank Seniority: is based on the date of promotion and actual time a member has spent in a specified officer rank. This definition is to be used for promotional purposes only.

3.27 Regular Rate of Pay: The words "regular rate of pay" when used in this Agreement shall mean the rate of pay assigned to a member specified for the rank of his position in Appendix I of this Agreement.


3.29 Shift: The word "shift" when used in this Agreement shall mean the daily hours of work assigned to a position as set out in this Agreement.

3.30 Shift Extension: Where a member is required to extend his regular hours of work.

3.31 Shift Schedule: The words "shift schedule" when used in this Agreement shall mean a timetable of shifts assigned to a position, which includes one complete rotation of such shifts (see Appendix II and Appendix IIA).

3.32 Standby Pay: is paid when members are designated and scheduled outside of their regularly scheduled hours of work to be immediately available to attend work to provide emergency services or other activities related to their position. Those receiving standby pay shall be immediately available for call out.

3.33 Step Up Increment: shall be granted when a member moves to a non-officer rank with a higher salary than the rank from which he came providing the member’s current salary is less than the salary for the next level rank. Eligibility for Step Up Increments is based on the anniversary date.

3.34 Working Days: Consecutive days exclusive of Saturday, Sundays or holidays recognized by the County.

4. MANAGERIAL RESPONSIBILITIES

4.01 The Association recognizes that it is the function of the County to exercise all of the regular and customary functions of management, including the right to direct the working forces of the County subject to the express terms of this Agreement. The question of whether any of these rights are expressly limited by this Agreement may be decided in accordance with the grievance procedure.

4.02 The County will provide an up-to-date electronic copy of the Collective Agreement on the County’s website in an electronic format. Paper copies will be available upon request.
4.03 The County will provide all Local 2461 members with a wallet-sized plasticized shift calendar in December of the preceding year.

5. ASSOCIATION RECOGNITION

5.01 Recognition

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

5.02 Check-Off of Association Dues

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

5.03 No Discrimination

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

5.04 Association Executive members shall suffer no loss of pay and be relieved from regular duties while attending meetings between the County and Association dealing with Association business such as but not limited to contract negotiations or grievance procedure meetings with County Representatives.

a) A maximum of four (4) members will suffer no loss of pay during contract negotiations.

5.05 The County will allow Association Members to complete Association business at no cost to the County.

a) The County will allow qualified members to Act up in rank to enable non rank holding members to relieve Local and Provincial Executive board members.

b) The County may invoice the Association for costs incurred for members acting up in rank.

6. COMMITTEES

6.01 Liaison Committee

6.01.01 The parties agree that there shall be a joint Management-Association Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of not less than two (2) and not more than five (5) representatives from each of Management and Association and will meet not less than once every month. Meetings may be
waived by mutual consent. They shall establish their rules of procedure for the Committee’s operation. A County and an Association representative shall be designated as joint chairmen and shall alternate in presiding over meetings. Minutes of each meeting will be signed jointly by a representative of both groups and each group will receive a copy of the typed minutes prior to the next liaison meeting. Prior to any meeting of the Committee, each party shall deliver to the other party an agenda of all items they intend to discuss. Association members will suffer no loss of pay and be relieved from regular duties while attending Management-Association Liaison Committee meetings.

6.01.02 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the County or the Association and does not have the power to bind the County, Association or its members to any decisions or conclusions reached in their decisions. The Committee shall have the power to make recommendations to the County and Association with respect to its discussions and conclusions.

6.02 Occupational Health and Safety Committee

6.02.01 Both the County and the Association agree that it is desirable to maintain high standards of health and safety in the Fire Department in order to eliminate to the extent possible, accidents and illnesses. Therefore, there shall be a joint advisory committee established for the purpose of achieving these objectives.

6.02.02 The OHS Committee will include, as representatives of the Association, the Division Chief (Occupational Health, Safety and Training), four (4) representatives from Fire Suppression, one (1) representative from Communications and one (1) representative from Fire Prevention and Investigation. Additional members may be appointed by the Fire Chief.

a) The Committee shall establish their Rules of Procedure for the Committee’s operation. A minimum of two (2) County and two (2) Association representatives shall be present for a quorum. Minutes will be provided to the Committee members, Deputy Chief and Association Executive. Prior to any meeting of the Committee, the Committee members shall attempt to distribute agenda items they intend to discuss to the Chairperson.

6.02.03 An Annual Report of the activities of the Committee will be prepared by the Chairman, reviewed by the Committee and submitted to the Fire Chief and the Association in January of each year.

6.02.04 The Committee will be guided, but not limited, to the following activities:

a) The promotion of, and participation in, departmental safety and wellness programs; and
b) The audit of training programs for: emergency responses, use of equipment and the understanding of strategy and tactics, to ensure safe work practice through appropriate training and skills maintenance.

6.02.05 Based on investigation or study the Committee shall include an objective target date for the abatement of such hazardous conditions as have been identified. All recommendations made by the Committee shall include an objective target date for the abatement of such hazardous conditions as have been identified.

6.02.06 Any dispute arising out of the activities of this Committee and not resolved by the action of the Committee itself shall be considered a proper subject to be dealt with and resolved under the grievance procedure.

6.02.07 The Committee will meet quarterly or as requested by any two (2) members of the Committee to deal with the business of the Committee; or, as required to deal with immediate matters pertinent to the activities of the Committee.

6.02.08 The Committee shall be chaired by the Fire Chief or his designate.

6.03 Health and Wellness Committee

6.03.01 The Committee will be made up of representatives from the Association membership, a management representative and additional members may be appointed by mutual agreement between Fire Chief and Association President.

6.03.02 Meetings shall take place at least two times per year, and may be waived by mutual consent. The Committee shall establish their rules of procedure for the Committee’s operation. A minimum of one (1) County and two (2) Association representatives shall be present for a quorum. Minutes of each meeting will be signed jointly and provided to the committee members, responsible Deputy Chief and Association executive. Prior to any meeting of the Committee, committee members shall attempt to distribute agenda items they intend to discuss to the Chairman.

6.03.03 Approved fitness activities conducted while on duty are considered part of a member’s duties.

6.03.04 It is the Committee’s responsibility to ensure that all members of the department have adequate resources to maintain a healthy physical and mental state of being.

7. **REMNUNERATION**

7.01 Wages

7.01.01 The rates of pay as set out in Appendix I to this Agreement shall apply during the term of this Agreement.
7.02 Service Pay

7.02.01 Service Pay in the amount of .35 of 1% of a member's monthly salary shall be payable after completing five (5) consecutive years of service and an additional .35 of 1% of monthly salary shall be paid each month for each additional five (5) years of service as set out in Appendix III.

7.02.02 Service pay shall be pensionable earnings.

7.03 Shift Differential

7.03.01 A shift differential shall be paid for each hour worked on a regular shift between the hours of 18:00 and 08:00. The rate of the shift differential shall be $1.00 per hour.

7.04 Retroactivity

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

8. WORKING CONDITIONS

8.01 Reporting for Duty

8.01.01 Members shall report for their regular hours of duty at the place directed by the person in charge and shall go to and from such place on their own time.

8.02 Hours of Work

8.02.01 The regular hours of work for the members of the Fire Suppression Division on the platoon rotation shall be ten (10) hour and fourteen (14) hour shifts to average forty-two (42) hours per week in accordance with the shift schedule attached as Appendix II to this Agreement.

8.02.02 A member directed by the Fire Chief to change platoons shall be given a minimum of twelve (12) shifts or twenty one (21) calendar days written notice to allow for significant change in the member’s work schedule. Less time shall be provided in exceptional circumstances. Scheduled vacation time will be honoured.

8.02.03 The regular hours of work for the members of the Communications Division shall be as follows:
a) The Division Chief (Communications) shall work eight (8) hours per day, five (5) days per week, from 07:30 hours to 16:30 hours with one (1) hour off for lunch.

b) The Captain, Lieutenants and members of the Communications Division on the platoon rotation shall work ten (10) hour and fourteen (14) hour shifts to average forty-two (42) hours per week in accordance with the shift schedule attached as Appendix II of this Agreement.

8.02.04 Members of the Communications Division working a 40 hour work week as per 8.02.03 may suggest alternative work schedules. The schedule must be approved by the Fire Chief and meet the following criteria:

a) must equal 2080 hours per year

b) hours worked in excess of ten (10) hours per day or 40 hours per week, will be considered overtime and remunerated as such

c) all regular scheduled hours shall be worked Monday – Friday between 0700 – 1800 hours

8.02.05 The regular hours of work for the members of the Fire Prevention & Investigation (FPI) Division shall be as follows:

a) The Fire Marshal shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

b) The Captain (FPI) shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

c) The Lieutenant(s) (FPI) on the day rotation shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

d) The Lieutenant(s) on the platoon rotation shall work four (4) eleven point zero eight (11.08) hour days followed by four (4) days off to average thirty-eight point seven-eight (38.78) hours per week. Hours of work shall be 07:30 hours to 18:30 hours.

e) The Fire Prevention Inspectors on the day rotation shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

f) The Fire Prevention Inspectors on the platoon rotation shall work four (4) eleven point zero eight (11.08) hour days followed by four (4) days off to average thirty-eight point seven-eight (38.78) hours per week. Hours of work shall be 07:30 hours to 18:30 hours.
Members of the Fire Prevention & Investigation Division working a 40 hour work week as per 8.02.05 may suggest alternative work schedules. The schedule must be approved by the Fire Chief and meet the following criteria:

a) must equal 2080 hours per year

b) hours worked in excess of ten (10) hours per day or 40 hours per week, will be considered overtime and remunerated as such

c) all regular scheduled hours shall be worked Monday – Friday between 07:00 – 18:00 hours

The regular hours of work for the members of the Occupational Health, Safety & Training (OHST) Division shall be as follows:

a) The Division Chief (OHST) shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

b) The Captain (OHST) shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

c) The Lieutenant(s) (OHST) on the day rotation shall work eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

d) The Lieutenant(s) (OHST) on the platoon rotation shall work four (4) eleven point zero eight (11.08) hour days followed by four (4) days off to average thirty-eight point seven-eight (38.78) hours per week. Hours of work shall be as per Appendix IIA.

Members of the Occupational Health, Safety & Training Division working a 40 hour work week as per 8.02.07 may suggest alternative work schedules. The schedule must be approved by the Fire Chief and meet the following criteria:

a) must equal 2080 hours per year

b) hours worked in excess of ten (10) hours per day or 40 hours per week, will be considered overtime and remunerated as such

c) all regular scheduled hours shall be worked Monday – Friday between 07:00 – 18:00 hours

The regular hours for the Staff Lieutenant(s) shall be eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours with one (1) hour off for lunch.

Staff Lieutenants working a 40 hour work week as per 8.02.09 may suggest alternative work schedules. The schedule must be approved by the Fire Chief and meet the following criteria:
a) must equal 2080 hours per year

b) hours worked in excess of ten (10) hours per day or 40 hours per week, will be considered overtime and remunerated as such

c) all regular scheduled hours shall be worked Monday – Friday between 07:00 – 18:00 hours

8.02.11 The hours of work specified in 8.02.01, 8.02.03, 8.02.05, 8.02.07 and 8.02.09 may be adjusted at the discretion of the Fire Chief and in consultation with the member to accommodate courses contained within the Employee Development Policy. Education days in lieu will be booked as part of annual leave management.

8.02.12 Education or training taken as part of employment will be identified in the Employee Development Policy and broken down into the following categories:

a) Career development courses: refers to courses which are required for reclassification or promotion.

b) Mandatory courses: refers to courses that are required to maintain employment.

c) Optional personal development courses: refers to courses that are not required to maintain employment.

8.02.13 Additional developmental opportunities may be provided and staff shall suffer no loss in pay by participating in those functions. Those activities may include meetings and other activities jointly agreed to by the Fire Chief and the Association. To be considered a work-related activity, the activity shall be pre-approved in writing.

8.02.14 Courses required to be taken while not on shift shall be paid at the overtime rate identified in 8.03.

8.02.15 Courses identified in the Employee Development Policy and taken through an alternative delivery model (online) shall qualify the member for one (1) shift off in lieu per month for each three (3) credit course. There is a maximum of four (4) shifts in lieu for each three (3) credit course for the semester. Additional shifts in lieu may be granted by the Fire Chief for extenuating circumstances associated with completing the course.

8.02.16 The choice of members for career development courses as per 8.02.12(a) shall be based on department, Division and rank seniority and continue in descending seniority until a member is selected. Members may be selected out of seniority for remedial courses which are identified on a member’s performance review.
Members who have qualified for a position and been promoted to a rank are not required to take additional courses as per 8.02.12(a) for that rank unless identified at the time of promotion. Members may request additional courses at or below the particular rank. Approval shall be at the discretion of the Fire Chief.

For training outside the Capital Region, members will at the Fire Chief’s discretion, receive either one (1) shift in lieu, or be paid for up to ten (10) hours for hours inclusive of course time, travel time from point of departure to point of arrival, wait times, consultation with other representatives or any other hours related to the requirement to travel to the specified location.

Members that are requested to address approved department matters while off duty shall be remunerated on the basis of each thirty (30) minute period or portion thereof in accordance with 8.03.01.

Overtime Work

Where a member is required to work in excess of his shift, he shall be compensated at two (2) times his regular hourly rate. Compensable overtime shall be calculated on the basis of each thirty (30) minute period or portion thereof.

A member may be granted time off in lieu of pay for overtime worked, calculated in accordance with 8.03.01. The scheduling of time off will be by mutual agreement between the Fire Chief or designate and the member.

Standby Pay

Standby pay is by the 24 hour period, whether on a regularly scheduled shift or regularly scheduled day off.

When a member responds to standby call back, 8.05.01 shall apply with regards to remuneration.

If a member fails to respond to standby call back, the member shall not be paid the standby rate for the period assigned.

Members on standby for a 24 hour period to be determined at the start time of each shift will be remunerated at one (1) hour of their regular hourly rate of pay for a regularly scheduled day of work and two (2) hours of pay for a scheduled day off.

Call-Out

All members shall be subject to call-out. A member called out for work outside of his regular shift shall be paid at the overtime rate for the period of call-out with a minimum period of two (2) hours. For all time worked beyond the two (2) hour
minimum, compensation shall be calculated on the basis of each thirty (30) minute period or portion thereof.

8.05.02 Strathcona County acknowledges that members may, if they choose, utilize their personally paid mobile device as a means to be contacted for emergency call back by the employer.

8.05.03 Members choosing to use their personal device as a means to be contacted shall be paid $13 per month.

8.06 Pay for Work on Statutory Holidays

8.06.01 A member required to work or be involved in department approved training on a statutory holiday, specified in this Agreement for which he is eligible, shall be paid at two (2) times his regular hourly rate of pay for each hour worked. Time in lieu as defined in 8.02.11 shall not apply on statutory holidays.

8.06.02 The premium rates of pay specified in this article shall apply to the Statutory Holidays specified in this Agreement and shall be paid only to those members who work on the actual calendar day established as the Holiday by legislation.

8.07 Relieving in Senior Positions, Extra Duties and Secondment

8.07.01 In the event a member is acting in a senior position in the Department, the member shall receive pay for that position in thirty (30) minute increments.

8.07.02 A Qualified Officer may only act as a Lieutenant, a confirmed Lieutenant may only act as a Captain, and an Assistant Platoon Chief may only act as a Platoon Chief.

8.07.03 Members may be seconded to other Divisions by written mutual agreement between the employee affected and the Fire Chief provided that the following terms are met:

a) The Secondment written agreement shall contain duration of secondment, hours of work, remuneration, responsibilities and identification of a supervisor;

b) No member shall suffer a loss of wages due to a secondment.

c) The Secondment written agreement shall be provided to the Association seven (7) calendar days prior to the initiation of the secondment.

8.07.04 Members requested to undertake extra duties for the County by written mutual agreement between the employee affected and the Fire Chief provided that the following terms are met:
a) The Extra Duties written agreement shall contain duration of project, hours of work, specific tasks, remuneration, responsibilities and identification of a supervisor.

b) The Extra Duties written agreement shall be provided to the Association seven (7) calendar days prior to the initiation of the Extra Duties agreement.

c) Extra duties are duties not defined within a member’s job description, not normally performed during regular scheduled work hours and will take more than 12 hours to complete.

8.08 Committee Remuneration

8.08.01 Staff shall suffer no loss in pay for participation in designated committee work.

8.08.02 When designated committee work is in excess of regular hours of work, a member shall be compensated at one and a half times (1.5) regular hourly rate.

8.09 Instructor Remuneration

8.09.01 Members not within the Training Division who are utilized as Instructors within their regular hours of work shall be compensated at their regular hourly rate of pay.

8.09.02 Members utilized as Instructors outside their regularly scheduled hours of work shall be paid in accordance with the overtime rate designated in 8.03.

8.09.03 For each course contained within the Employee Development Policy, members utilized as Instructors shall receive two (2) hours of prep time per day at their regular hourly rate of pay.

8.10 Exceptional Duties

8.10.01 Nothing in this Agreement shall prevent the County from requesting or requiring an employee to perform as a condition of the employee’s job as a Fire Fighter, any work or duty in connection with exceptional circumstances including a state of emergency or, natural catastrophe or other similar circumstance.

8.10.02 In the event members are requested to attend emergency incidents outside of Strathcona County, the terms of the Collective Agreement stand.

8.10.03 Whenever possible, a deployment plan will be established by Management and the Association as soon as practical.

9. BENEFITS

9.01 Employee Benefit Plan

9.01.01 All members shall be eligible to participate in the Strathcona County Employee Benefit Plan from the date of hire.
The County shall deduct from the monthly salary of each member enrolled in the Strathcona County Employee Benefit Plan, the member's premiums and shall remit payment for the premiums to the appropriate insurers. The benefits include:

a) Life Insurance, Accidental Death and Dismemberment, and Long Term Disability;

b) Extended Health Care;

c) Dental Health Care;

d) Alberta Health Care.

**Life Insurance and Accidental Death & Dismemberment Group Plans**

**9.02.01** It shall be a condition of employment that all permanent members participate in the Life Insurance and Accidental Death & Dismemberment Group Plans provided in the Strathcona County Employee Benefit Plan. The County shall pay 80% of the cost of the premiums for such insurance.

a) Basic Life three (3) times annual base salary – maximum $1,000,000 combined with any employee Optional Life Insurance elected.

b) Basic Accidental Death and Dismemberment two (2) times annual base salary – maximum $500,000.

**Long Term Disability Group Plan**

**9.03.01** It shall be a condition of employment that all permanent members participate in the Long Term Disability Group Plan provided in the Strathcona County Employee Benefit Plan. The member shall pay 100% of the cost of the premiums for such insurance.

a) 66.7% on first $3,000 of monthly insurable earnings;

b) 55.0% on next $3,000 of monthly insurable earnings;

c) 50.0% on balance of monthly insurable earnings

Maximum: $10,000/month

**9.04** **Premiums**

**9.04.01** The County shall pay 80% of the premium cost for each member participating in the Extended Health Care option of the Strathcona County Employee Benefit Plan.

**9.04.02** The County shall pay 80% of the premium cost for each member participating in the Dental Health Care option of the Strathcona County Employee Benefit Plan.
Alberta Health Care Insurance is compulsory for all members. Members may waive coverage through the County if they are covered by a spouse's plan. The County shall contribute 80% of the cost of the premiums for such insurance.

9.05 **Supplemental Accidental Death and Dismemberment**

9.05.01 The County shall pay 100% of the premium for the Fire Fighters Supplemental Accidental Death and Dismemberment Insurance. The policy provides at a minimum, the following:

a) $350,000 for employee

b) $175,000 for an eligible Spouse if no eligible dependent children

c) $140,000 for an eligible Spouse if there is at least one eligible dependent child

d) $25,000 per eligible dependent child if there is an eligible spouse

e) $50,000 per eligible dependent child if there is no eligible spouse

9.06 **Local Authorities Pension Plan**

9.06.01 All permanent members, after one year of continuous service, shall be enrolled in the Local Authorities Pension Plan. The member has the option of paying back their portion of the first year's pension contributions after enrolling in the Pension Plan. Contributions to the Plan shall be made by the County and the members in accordance with the regulations of the Plan.

9.07 **Line of Duty Death**

9.07.01 In the event of a member line-of-duty death, the County shall provide financial contribution to the member’s immediate family to cover memorial costs at the amount of two (2) months of a First Class Fire Fighter’s salary.

9.08 Applicable contracts, legislation and pension plan rules govern definitions of "insurable" or "pensionable" earnings. A plain language interpretation will be available electronically.

9.09 Where the County requires members to be immunized or vaccinated, the County shall provide such vaccinations or immunizations at no cost to the member.

9.10 The County will contract carriers for various benefit and insurance plans. The participation, policies and criteria for eligibility shall be governed by the plans or Collective Agreement. Any claims, adjudications or appeals under the terms and conditions of the benefit or insurance plans will be subject to the procedures provided with those plans, policies or administration contracts and will not be subject to the grievance procedure.
The County shall provide to the Association current copies of all insurance plans, contracts, policies and documents to which the County is a signatory and that relate to provisions of group benefits provided under terms of this Collective Agreement. A synopsis of any intended/required changes to the contracts/policies will be provided forty-five (45) calendar days prior to their implementation.

In the event that the County should undertake to transfer the Strathcona County Employee Benefit Plan from one carrier to another, it is agreed that the level of benefits will not decrease below the present level. The Fire Fighters Long Term Disability Plan changes will be in consultation with the Association.

10. **LEAVE OF ABSENCE**

10.01 **Statutory Holidays**

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

- New Year's Day
- Good Friday
- Victoria Day
- Civic Day
- Thanksgiving Day
- Christmas Day
- Christmas Floater
- Family Day
- Easter Monday
- Canada Day
- Labour Day
- Remembrance Day
- Boxing Day

b) In the event the federal or provincial governments enact a new statutory holiday, the new holiday will be recognized in the above list.

10.01.02 All members working a ten (10) and fourteen (14) hour or eleven point zero eight (11.08) hour platoon schedule, whether at work on the Statutory Holiday or not, shall receive and bank in each calendar year thirteen (13) shifts representing the Statutory Holidays enumerated in Article 10.01.01 in accordance with the following:

a) All members shall have the option of taking seven (7) days in lieu as time off or pay. All members shall have six (6) days in lieu automatically paid.

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

c) Banked shifts will be booked as time off on mutual agreement between the member and the Fire Chief, or his designate, and taken with no reduction in salary.
d) Any lieu day booked as time off is to be considered taken. Members may only cancel booked lieu days with mutual agreement between the member and the Fire Chief, or his designate. The Fire Chief or designate may cancel any lieu day with a minimum of 48 hours’ notice.

e) For members working a ten (10) and fourteen (14) hour platoon rotation pay in lieu of time off shall be calculated at twelve (12) hours pay, per day at the member’s regular hourly rate.

f) For members working an eleven point zero eight (11.08) hour platoon rotation pay in lieu of time off shall be calculated at eleven point zero eight (11.08) hours pay, per day at the member’s regular hourly rate.

g) A member working a ten (10) and fourteen (14) hour or eleven point zero eight (11.08) hour platoon rotation, on general illness leave or Long Term Disability will not receive or bank any lieu days.

h) A member working a ten (10) and fourteen (14) hour or eleven point zero eight (11.08) hour platoon rotation on casual illness for more than one half of the shift will not receive or bank any lieu days.

i) The Christmas Floater holiday shall be observed on December 24th from 12:00 hours to 00:00 hours and December 31st from 12:00 hours to 00:00 hours.

10.01.03 All members working an eight (8) hour day, forty (40) hour week schedule shall receive or be paid for the Statutory Holidays enumerated in Article 10.01.01 in accordance with the following:

a) All such members shall receive the recognized Statutory Holidays for which they are eligible, with pay, or other days with pay in lieu of such Statutory Holiday, or pay in lieu, providing they are available for work in accordance with the shift preceding, during and following the designated day for the holiday or on approved leave.

b) The following are deemed to be "approved leave":

1. Vacation Leave;
2. Compassionate Leave;
3. Casual Illness, if accompanied by a medical certificate;
4. Workers’ Compensation;
5. Approved Leave for a period of ten (10) working days or less;
6. Scheduled days off.

c) Where the County designated a day in lieu of the actual Statutory Holiday for the majority of its employees, a member may be allowed off on such a day. In the event that this is not possible, the member may be allowed a day off
in lieu of the Statutory Holiday at the time mutually agreed between the member and the Fire Chief.

d) If a day off cannot be provided prior to the end of the subsequent quarterly period, the member shall receive payment in lieu thereof.

e) Pay in lieu of time off for members working an eight (8) hour day, forty (40) hour work schedule shall be eight (8) hours pay at the member’s hourly rate.

f) The Christmas Floater holiday shall be observed to give five (5) consecutive days off including the weekend as follows:

(i) on December 24 when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday;
(ii) on December 27 when Christmas Day falls on a Monday or a Wednesday;
(iii) on December 28 when Christmas Day falls on a Sunday.

10.02 Annual Vacation Leave

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

10.02.01.01 Ten and Fourteen Hour Shift Members

1. Members who have completed less than one full year of service prior to vacation booking in December shall take vacation after their first anniversary date.

   a) Vacation days are earned at 12 hours per month prior to completing six (6) years of continuous service.

   b) Vacation will be taken in a 4 consecutive day block(s) (a tour).

   c) Any accrued vacation unable to be taken in a 4 day block shall be taken based on the member’s following two options:

      i. Be paid out at current hourly rate on, or after their anniversary date, or

      ii. Taken as a vacation day(s) prior to the next calendar year. The extra day(s) shall be picked during vacation selection after 4 day blocks have been picked.

   d) After a member has initiated their second calendar year of employment vacation shall be accrued from January to December of each year.
2. Members who are in the first (6) years of employment shall earn (12) hours a month or 12 shifts.

3. Members who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service will be eligible to book vacation for their 7th calendar year at (16) shifts per year (equivalent to 16 hours per month).

4. Members who have completed fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service will be eligible to book vacation for their 16th calendar year at the rate of twenty (20) shifts per year (equivalent to 20 hours per month).

5. Members who have completed twenty-three (23) years of continuous service will be eligible to book vacation for their 24th calendar year at the rate of twenty-four (24) shifts per year (equivalent to 24 hours per month).

6. A year of continuous service is deemed to be a period of twelve (12) consecutive months of service which commences from the member’s original date of employment.

7. Members that have vacation hours accrued that do not correspond with (4) day blocks due to anniversary date and calendar date off set shall have the options of using this time based on section 10.02.01.01 (c).

8. In the event that a member resigns or retires from Strathcona County and has used all their vacation to be earned prior to the end of their year of continuous service and there is a vacation-deficit owing to the County, the employer will recover this financial deficit through deductions on the member’s final pay.

10.02.01.02. Eleven Point Zero Eight Shift Members

1. Members who have completed less than one full year of service prior to vacation booking in December shall take vacation after their first anniversary date.

   a) Vacation days are earned at 11.08 hours per month prior to completing six (6) years of continuous service.

   b) Vacation will be taken in a 4 consecutive day block(s) (a tour).

   c) Any accrued vacation unable to be taken in a 4 day block shall be taken based on the member’s following two options:

      i. Be paid out at current hourly rate on, or after their anniversary date, or
ii. Taken as a vacation day(s) prior to the next calendar year. The extra day(s) shall be picked during vacation selection after day blocks have been picked.

d) After a member has initiated their second calendar year of employment vacation shall be accrued from January to December of each year.

2. Members who are in the first (6) years of employment shall earn (11.08) hours a month or 12 shifts.

3. Members who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service will be eligible to book vacation for their 7th calendar year at (16) shifts per year (equivalent to 14.774 hours per month).

4. Members who have completed fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service will be eligible to book vacation for their 16th calendar year at the rate of twenty (20) shifts per year (equivalent to 18.467 hours per month).

5. Members who have completed twenty-three (23) years of continuous service will be eligible to book vacation for their 24th calendar year at the rate of twenty-four (24) shifts per year (equivalent to 22.16 hours per month).

6. A year of continuous service is deemed to be a period of twelve (12) consecutive months of service which commences from the member’s original date of employment.

7. Members that have vacation hours accrued that do not correspond with (4) day blocks due to anniversary date and calendar date offset shall have the options of using this time based on section 10.02.01.01 (c).

8. In the event that a member resigns or retires from Strathcona County and has used all their vacation to be earned prior to the end of their year of continuous service and there is a vacation-deficit owing to the County, the employer will recover this financial deficit through deductions on the member’s final pay.

10.02.01.03. Eight Hour Per Day and Forty Hours Per Week Members

1. Members who have completed less than six (6) years of continuous service will earn vacation at the rate of fifteen (15) days per year (equivalent to 10 hours per month).
2. Members who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service will earn vacation at the rate of twenty (20) days per year (equivalent to 13.33 hours per month).

3. Members who have completed fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service, will earn vacation at the rate of twenty-five (25) days per year (equivalent to 16.67 hours per month).

4. Members who have completed twenty-three (23) years of continuous service, will earn vacation at the rate of thirty (30) days per year (equivalent to 20 hours per month), effective January 1, 2001.

5. A year of continuous service is deemed to be a period of twelve (12) consecutive months of service which commences from the member’s original date of employment.

10.02.02 A new member is not eligible to take their vacation allotment during their first year of employment. A member will be entitled to use only the amount of vacation earned in the prior calendar year for scheduling vacation the next calendar year.

10.02.03 It is understood that the pay for vacation shall be based on the regular rate of pay established in Appendix I for the rank of the position to which the member is confirmed or for which he is serving the required probationary period.

10.02.04 Members working ten (10) and fourteen (14) hour or eleven point zero eight (11.08) hour platoon rotation may not take less than one (1) week or a complete platoon rotation for any allotted vacation period. Members working eight (8) hour days (forty hours per week) may take less than one (1) week or a complete shift rotation for any allotted vacation period with the approval of the member’s direct supervisor.

10.02.05 A member who leaves the service before having completed one full year of service shall be entitled to vacation pay in accordance with the Alberta Employment Standards Act, and the Regulations thereunder.

10.02.06 Annual vacation shall commence on the first day when a member would have reported back to work following completion of a regular shift except as mutually agreed by the Fire Chief and the member concerned.

10.02.07 A member who has been on Leave of Absence without pay for thirty (30) or more consecutive calendar days shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that member worked with pay in the service of the County.
10.02.08 If a permanent member is unable to take the entitled vacation due to illness or an accident, the entitlement shall carry over to the following year.

10.02.09 In the event a member becomes ill while on annual vacation and the period of illness is in excess of four (4) days, then the period in excess of four (4) days shall be deemed to be general illness leave. Upon written request, such member shall be reimbursed the appropriate number of vacation days providing the period of illness can be corroborated with a certificate signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources is required.

10.02.10 The Fire Chief has final authority in approving all vacation schedules.

10.02.11 After five (5) years of service, vacation entitlement of up to five (5) days or four (4) shifts (whichever is applicable) per year may be banked and taken in another year. A member's total vacation entitlement, banked and regular, shall not exceed thirty (30) days or twenty-four (24) shifts (whichever is applicable) in any one year.

10.02.12 A member who is on Long Term Disability shall not earn vacation during that period of absence. The member’s continuous service calculation with the County shall be maintained during their absence on Long Term Disability.

10.03 Unpaid Leave of Absence

10.03.01 The County may grant leave of absence without pay for up to one (1) year to any member requesting such leave for good and sufficient cause. Such requests are to be in writing and approved at the sole discretion of the Fire Chief. At minimum, unpaid leaves of absence will be granted in accordance with the Alberta Employment Standards Code. Seniority may be affected according to clause 13.03.

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

10.04 Compassionate Leave

10.04.01 Temporary leave of absence with pay shall be granted up to a maximum of four (4) shifts as required because of the critical illness or death of a spouse (includes common-law), child, parent, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, guardian, legal ward, niece, nephew, aunt, uncle, related dependent, or grandparent.

10.04.02 Additional compassionate leave of absence with pay due to exceptional circumstances may be granted at the sole discretion of the Fire Chief.
Leave with pay to attend funeral services of persons more distantly related than those listed above may be granted at the discretion of the Fire Chief.

Maternity and Parental Leave

Maternity leave will be granted to a member in accordance with the Employment Standards Code. Members must have been employed with Strathcona County for 90 days of continuous employment. The maternity leave is not more than 16 weeks starting at any time during the 13 weeks immediately before the estimated date of delivery. The member must give six weeks’ written notice of the date she intends to begin leave and four weeks’ notice of the date she intends to return to active duty.

a) Health Related Portion of the Maternity Leave

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

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

Parental Leave

a) A member who has been employed with Strathcona County for 90 days of continuous employment is entitled to parental leave without pay for a maximum of 62 weeks. The member must give at least six weeks’ written notice of the date they intend to begin parental leave and four weeks’ notice of the date they intend to return to full and active duty. During that time a member may receive benefit coverage by paying both the employee and employer portions of the cost of the premiums.

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

10.07.01  a) The County will grant adoption leave to a member who is adopting a child. The member must have been employed with Strathcona County for 90 days of continuous employment. Written notice of leave must be provided to the Emergency Services Department at least two weeks before a member can reasonably expect to obtain custody of the child.

b) Adoption leave consists of not more than 62 consecutive weeks of leave without pay within 78 weeks after the child is placed with the adoptive parents. During that time a member may receive benefit coverage by paying both the employee and employer portions of the cost of the premiums.

c) If a member cannot provide at least two weeks’ written notice, they must notify the Emergency Services Administration immediately after receiving notice of the adoption.

Only one parent of a child referred to in clause 10.07.01(b) will be granted adoption leave.

10.08    Shared Leave

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

10.09    Anniversary Date

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

10.10    Paternity Leave

10.10.01  Upon request, a parent shall be given one (1) day leave of absence with pay, with the option of attending the delivery or attending the release from hospital of their spouse who has given birth. It is understood that this provision will only apply on a member's regularly scheduled work day.

10.11    Absence for Committee Work

10.11.01  Members may be relieved of regular duties and be remunerated at regular wage when they are required to attend authorized meetings with official County representatives.
Members required to attend official or ad hoc committees may be relieved, if manning allows, from regular duty to attend.

Illness Leave

The County Provides Illness Leave for an illness or injury for which compensation is not payable under the Workers’ Compensation Act.

Casual Illness: An illness of four (4) or less consecutive work days in duration, resulting in the inability of a member to perform the duties of their position.

<table>
<thead>
<tr>
<th>10 and 14 Hour Shift Members</th>
<th>11.08 Hour Shift Members</th>
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<tbody>
<tr>
<td>Upon commencement of employment, members shall be granted an initial Casual Illness bank of 24 hours and shall accrue Casual Illness leave at the rate of 18 hours (12hrs x 1.5) per month to a maximum of 216 hours. No further accruals shall occur during the year.</td>
<td>Upon commencement of employment, members shall be granted an initial Casual Illness bank of 22.16 hours and shall accrue Casual Illness leave at the rate of 16.62 hours (11.08hrs x 1.5) per month to a maximum of 199.44 hours. No further accruals shall occur during the year.</td>
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8 Hour Shift Members

Upon commencement of employment, members shall be granted an initial Casual Illness bank of 16 hours and shall accrue Casual Illness leave at the rate of 12 hours (8hrs x 1.5) per month to a maximum of 144 hours. No further accruals shall occur during the year.

General Illness: An illness of more than four (4) consecutive shifts/work days duration resulting in the inability of a member to perform the duties of their position; a certificate signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources is required.
### 10 and 14 Hour Shift Members

Upon commencement of employment, members shall be granted an initial General Illness bank of **60** hours and shall accrue General Illness leave at the rate of **30** hours (12hrs x 2.5) per month to a maximum of **720** hours.

Once maximum accrual has been reached, on January 1st of each subsequent year, members’ General Illness banks shall be topped up to **720** hours, providing the member is not on an unpaid leave of absence, illness leave or Long Term Disability at the time. No further accruals shall occur during the year until such time as the bank drops below the maximum.

### 11.08 Hour Shift Members

Upon commencement of employment, members shall be granted an initial General Illness bank of **55.4** hours and shall accrue General Illness leave at the rate of **27.7** hours (11.08hrs x 2.5) per month to a maximum of **664.8** hours.

Once maximum accrual has been reached, on January 1st of each subsequent year, members’ General Illness banks shall be topped up to **664.8** hours, providing the member is not on an unpaid leave of absence, illness leave or Long Term Disability at the time. No further accruals shall occur during the year until such time as the bank drops below the maximum.

### 8 Hour Shift Members

Upon commencement of employment, members shall be granted an initial General Illness bank of **40** hours and shall accrue General Illness leave at the rate of **28.33** hours per month to a maximum of **680** hours.

Once maximum accrual has been reached, on January 1st of each subsequent year, members’ General Illness banks shall be topped up to **680** hours, providing the member is not on an unpaid leave of absence, illness leave or Long Term Disability at the time. No further accruals shall occur during the year until such time as the bank drops below the maximum.
10.12.04 Application of Illness Leave

a) Illness leave will be paid at the member’s regular rate of pay.

b) Illness hours granted shall be paid and deducted from the applicable illness bank at the actual hours utilized.

c) Illness credits shall not accrue during any periods of an unpaid leave of absence or illness leaves or Long Term Disability.

d) Illness credit shall accrue while on WCB for a maximum of two (2) years.

e) Members on an illness leave for their first shift(s) in January will continue to have access to the balance of the preceding year’s illness banks only, until such time as they return to work on a regular schedule. In the case of General Illness Leave or Long Term Disability, their ability to return to work on a regular schedule must have been confirmed by the Disability Management Supervisor/Human Resources. Following their return to work, they will be credited with the applicable allotments for the current year, or the resumption of accrual, as applicable to their length of service.

f) A member who, during the course of an illness, has exhausted his available illness leave and who does not qualify for Long Term Disability or Workers’ Compensation, shall be considered to be on leave of absence without pay or benefits. In order to remain on group benefits, the member must pay their portion of the benefit premiums. The member may choose to apply for Employment Insurance (EI) Sickness Benefits through Service Canada.

g) A member who, during the course of an illness, has exhausted his available general illness leave but has not yet completed the Long Term Disability elimination period and who has been considered to be on leave of absence without pay, but who is subsequently approved for Long Term Disability benefits upon completion of the elimination period, may request that any remaining casual illness credits be applied against the unpaid leave days. (If the member is in receipt of EI Sickness Benefits, he may be required to report the earnings to EI.)

h) Before any payment is made under the foregoing regulations, the member shall provide:

i. Notice to the appropriate Officer/Supervisor daily if member is unable to fulfill scheduled shift obligations for absences of four (4) or less days;

ii. A certificate signed by a qualified physician, dental practitioner or other professional as deemed appropriate by the Disability Management Supervisor/Human Resources is required where the
absence is for a period of more than four (4) days. This certificate shall be submitted within 15 days of return to full-time duty. Non-compliance shall result in loss of salary for days absent;

iii. A further medical certificate, if requested by the County, at the end of each month for the duration of the disability when the disability extends for a period of one (1) month or longer.

i) In order to lessen the possibility of a delay in adjudication, once a member has been absent from work due to illness for a period of six (6) weeks; or, if from the onset the period of disability is anticipated to be greater than one hundred and twenty (120) days; the member will be requested to complete an application for Long Term Disability (LTD) benefits. If a member declines to apply for LTD benefits when requested to do so by the County’s Disability Management office, or if the application process has not been completed within fourteen (14) days of the request, Illness pay may be suspended until such time as the application has been submitted. Failure to comply with the request at that time may result in a period of no income once General Illness leave is exhausted.

j) With appropriate medical clearance, modified work placements will be considered based on suitable duties available. Modified work placements are approved and established in consultation with the Disability Management Supervisor/Human Resources and Deputy Chief/designate.

10.13 Court Leave

10.13.01 A member shall not lose regular wages as a result of being subpoenaed for jury duty, but any fees received, other than actual expenses, shall be paid to the County.

10.13.02 a) On-duty Court Appearances

An employee while on duty who is required to appear in Court to provide evidence that was acquired by such employee in the performance of their duties with Strathcona County shall be granted leave of absence with pay for such purposes. Any remuneration received for such duty from the Court on any date or days when the employee would normally be on duty shall be remitted to Strathcona County. An employee while on duty who is required to appear in Court to provide evidence that was acquired by the employee outside of their duties with Strathcona County shall be granted a leave of absence without pay.

b) Off-duty Court Appearances

An employee who is not on duty and who is required to appear in Court to provide evidence that is acquired by such employee in the performance of
their duties with Strathcona County shall be compensated in accordance with the following schedule:

i. For attendance at Court on the day of the first night shift, the member shall receive the first night shift off if the Court appearance extends beyond twelve noon of that day.

ii. For attendance at Court on the day between night shifts, the member shall receive the night shift off prior to the appearance and the second night shift off if the Court appearance extends beyond twelve noon of that day.

iii. For attendance at Court on a day off, the member shall be compensated with two hours of pay for each hour the member is required to be in Court.

10.13.03 An employee not on duty who is required to appear in Court to provide evidence that was acquired by the employee outside of their duties with Strathcona County shall not be eligible for compensation from Strathcona County.

10.13.04 When a member is subpoenaed as a witness in a private capacity, that member may be allowed leave with pay if authorized by the County, but any witness fees received shall be paid to the County.

10.13.05 When a member is required to appear in Court to defend himself in his personal capacity, that member may be granted leave of absence without pay for the period of time required as approved by the Fire Chief.

10.14 Supplementation of Workers' Compensation Award

10.14.01 Members who sustain an occupational injury or illness while at work for the County and the accident or illness is accepted and compensable under Workers' Compensation Board (WCB) shall receive, as permitted under WCB legislation, his regular rate of pay as set forth in Appendix I in addition to service pay, night shift differential, lieu days and statutory holiday pay for regularly scheduled shifts. All regular pay deductions shall apply.

a) Members shall assign all WCB benefits to the County.

b) Members on WCB shall earn vacation entitlement only during the months of supplementation of WCB up to a maximum of thirty (30) months.

c) As per WCB legislation, the County shall extend all related WCB approved benefits to the employee and/or surviving beneficiary.

10.14.02 The member's regular rate of pay as set forth in Appendix I for the rank or the position to which the member was permanently confirmed or was serving the required probationary period shall be reduced by the normal deductions for
Canada Pension Plan, Income Tax and such other deductions as may be appropriate.

10.14.03 The supplementation of Workers' Compensation Awards shall not be payable to any member entitled to compensation after pension age, if such a member is entitled to a pension, or after the full age of sixty-five (65) years if such a member is not entitled to a pension.

10.14.04 The supplementation of Workers' Compensation Awards shall not be payable to a member when he is able to return to work or after he is granted a permanent pension by the Workers’ Compensation Board for either partial or total disability.

10.14.05 In no event shall the supplementation of Workers' Compensation Awards be paid to a member in excess of thirty (30) months supplementation.

11. **DRESS UNIFORM AND EQUIPMENT**

11.01 All members upon entering the service shall be issued a dress uniform, duty uniform, Personal Protective Equipment and personal equipment appropriate to their Division of service, as listed within the Uniform and Personal Equipment Policy.

11.02 In addition to the initial issue, each member shall receive replacement uniforms and equipment items in accordance with the schedule listed in the Uniform and Personal Equipment Policy.

11.03 The County shall ensure that all items of safety clothing to protect the members from injury and hazardous conditions are provided and maintained at no cost to the members.

11.04 Administration, Association and all members share in the responsibility to ensure safe and healthy conditions for the protection of members. Additionally, any member who through neglect or negligence destroys, damages or loses any of the clothing issued to the member by the County shall pay for or replace the same.

11.05 The County shall establish and maintain a Clothing Committee consisting of a minimum of the following members:

- One (1) member from Administration
- One (1) member appointed by the Association
- One (1) member from each platoon
- One (1) member from Communications
- One (1) member from Occupational Health and Safety or Fire Prevention and Investigation

11.06 Additional committee members may be approved by the Fire Chief.
11.07 The Clothing Committee may amend the Uniform and Personal Equipment Policy (available electronically) by making recommendations to the Fire Chief. Approved changes shall be signed off by the Fire Chief or designate and a designate appointed by the Association.

11.08 If an issued item of uniform or equipment is damaged or destroyed in the performance of a member’s duties, the article shall be replaced by the County, providing that the member produces the said article.

11.09 Dry Cleaning

11.09.01 The County will provide dry cleaning for dress uniforms at the provider(s) selected by the County.

12. **EMPLOYMENT**

12.01 Probation

12.01.01 Each member shall serve an Initial probation period, the length of which shall be twelve (12) months from the date of entering the service.

12.01.02 The employer shall automatically extend the Initial probation period due to a member’s general illness or absence greater than thirty (30) days.

12.01.03 At any time while the member is serving his Initial probation, he may be released should the Fire Chief so determine.

12.01.04 A member serving his Initial probationary period may grieve a dismissal, but the answer provided by the Chief Commissioner or his designate, shall be final and binding upon the parties hereto, with no recourse to the arbitration process.

12.02 Supervision

12.02.01 A full-time officer of at least a Captain’s rank, or a member qualified to act in a Captain’s rank, shall be assigned to and in charge of each full-time station.

12.02.02 At each full-time station, a Lieutenant, or member qualified to act as a Lieutenant shall be on duty where there are on duty Fire Fighters to deploy more than one (1) fire apparatus.

12.02.03 No more than fifty percent (50%) of Captains, or fifty percent (50%) of Lieutenants on duty shall be in an acting role.

12.02.04 A Platoon Chief, or a member qualified to act as a Platoon Chief shall be on duty at all times and shall oversee the Fire Suppression Division.

12.03 Residency

12.03.01 Residence within Strathcona County shall not be a condition of employment.
12.04 Medical Examinations

12.04.01 Medical examinations required by the County, or where the County has reason to believe that a member is unable to return to, or continue to perform, the duties of their positions, the member may be required to submit to an Independent Medical Examination (IME) or a Functional Capacity Evaluation (FCE). The County’s decision to request an IME or FCE shall not be made arbitrarily or in bad faith and shall only be requested after the employee has had an opportunity to seek and submit a medical opinion from a medical practitioner of their choice.

12.04.02 The IME or FCE will be conducted by a physician or health professional selected by the County. The County will be responsible for the cost of the IME or FCE. Members will be responsible for expenses of any missed appointments.

12.04.03 The County will consider the findings and results of the IME or FCE in determining the status of the member, including any reasonable job modifications or other accommodation measures. The parties involved shall make an effort to place a member in suitable alternate employment within the bargaining unit or within the County (which may include a resultant change in wages).

12.04.04 Upon the request of the member, the Association will be notified of the IME and/or FCE request.

12.05 Changes in Employment Status

12.05.01 The Association shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations within the bargaining unit.

12.06 Wellness Fitness Initiative

12.06.01 The County shall provide all the provisions as recommended by the Health and Wellness Committee and as set out in the most recent IAFF/IAFC Wellness Fitness Initiative for any member(s) wishing to take part. The County and the Association shall ensure employee confidentiality through the utilization of a certified occupational physician.
12.07 Exposure Reporting and Record Keeping

12.07.01 The County shall keep records of employees who are exposed to contaminants during their employment. Records shall be kept, easily accessible. At the time of retirement, records shall be provided to the employee. Employees shall be responsible to report incidents of exposure in accordance with County policy.

12.08 Retirement Age

12.08.01 All members covered by this Agreement shall retire from service at age sixty-five (65) years.

13. SENIORITY

13.01 Establishing Seniority

13.01.01 A member's seniority shall commence with the first day of full-time employment within the Department.

13.01.02 Where two or more persons begin employment with the Department on the same day their initial seniority shall be established by the Selection Committee at the time of hiring prior to their start date. Initial seniority applies only during the probation period.

13.01.03 Seniority shall be re-evaluated prior to the end of the probationary period and permanent seniority shall be established based on probationary performance. Assessment of seniority shall consist of the following weighting:

a) 25% - Hiring competition  
b) 25% - Probationary performance assessments  
c) 25% - Probationary step up examination  
d) 25% - Probationary skills assessment

13.01.04 The process outlined in 13.01.03 shall be approved by the Liaison Committee and department seniority shall be established.

13.02 Except during initial probation, a member shall not lose seniority rights if he is absent from work due to illness, accident, layoff or approved leave of absence.

13.03 A member shall lose his seniority in the event:

a) the member is discharged and is not reinstated;  
b) the member resigns;  
c) the member is laid off and fails to report for work within seven (7) days after being notified in writing by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the member to keep the County informed of his current address.
d) the member requests an unpaid leave of absence for the sole purpose of engaging in other employment for gain, and is approved for that leave; seniority will not accrue during the period of time away.

14. **PROMOTIONS**

14.01 A separate memorandum attached as Appendix IV between the two parties to this Agreement has established the Reclassification and Promotion Policy.

14.01.01 The County shall maintain an accurate list documenting the date of promotion for all officer positions.

14.02 All promotions to officer rank shall be made within a reasonable time of the occurrence of a vacancy in the position required to be filled.

14.03 Should a member elect to decline a promotion, the promotion will be offered to the next member on the eligibility list. If this member accepts the promotion, the original member will permanently remain below the promoted member with regards to any future promotions, but will retain their seniority position with regards to all other clauses within this Agreement.

15. **EMPLOYEE DEVELOPMENT POLICY**

15.01 The Employee Development Policy (EDP) shall be established and maintained as a jointly developed Management and Association policy. In the event the policy requires modifications, approved changes shall be signed off by both parties. A sign-off sheet shall accompany the policy.

16. **DIVISIONS AND TRANSFERS**

16.01 In all Divisions, promotions shall be made in accordance with the Officers' Promotion Policy.

16.02 Notices of vacancies required to be filled will be posted in accordance with the provisions of Section 18 of the Agreement.

16.03 A member temporarily transferred from one (1) Division to another, shall not lose seniority standing in the Division transferred from, nor shall that member possess seniority standing within the Division to which the member has been transferred on a temporary basis.

16.04 A member when promoted shall serve a promotional probation period of twelve (12) months.

16.05 A member promoted to a vacancy resulting from the promotion of a more senior member may be required to revert to his former position if the senior member requests a return to his former position during the one (1) year probationary period.
16.06 At any time while serving such a probation period, a member may choose to return or be returned by the Fire Chief to the member's previous position without penalty.

16.07 After the probationary period expires, members wishing to transfer back to their former Division, or another position, shall apply to the Fire Chief in writing. Such applications will be honoured as vacancies permit. Such members will assume their former classification and seniority, and for a period of one (1) year following the date of transfer will not be eligible for promotion. After the one (1) year period expires, the member shall assume his proper seniority less the time spent in the former Division. Seniority in a Division will be recognized for promotion within that Division.

16.08 Notwithstanding the conditions of 16.09 the Fire Chief may, at his discretion, require the person requesting a transfer to the member's former Division or another position, to re-qualify via an examination and evaluation for the requested position. In addition, the Fire Chief may require the person to undergo a medical examination at the County's expense. The medical examination shall meet the approval of both Management, and the Association, and the physician shall be appointed by the County.

16.09 All qualifying examinations shall be reasonable and relative to the position being filled.

16.10 A member requesting a transfer from the Occupational Health, Safety & Training or Fire Prevention & Investigation or Communications Division to a position in the Fire Suppression Division who has not previously served in that Division, shall be required to meet the minimum requirements of the Full-Time Staffing Policy.

17. **NEW CLASSIFICATIONS**

17.01 The County agrees to notify the Association in writing upon the establishment of new or revised job classifications and rate of pay. The two parties shall meet within ten (10) working days to resolve the following:

a) Joint discussion on whether a new classification is warranted or an existing classification can be revised to accommodate the proposed changes.

b) When a new classification is established or an existing classification is significantly altered due to increased duties and/or responsibilities, the parties shall meet to discuss the classification title/rank and appropriate rate of pay.

c) When a new or revised classification is established it shall be negotiated with the Association prior to the position being posted.
d) If an agreement regarding a new or revised job classification cannot be reached between the parties within thirty (30) days of the original notice, the matter may be referred to the mediation process and failing a satisfactory agreement may be referred to arbitration.

17.02 In the event that the County creates a new rank or position, the rate of pay shall be negotiated with the Association

18. POSTING AND FILLING VACANCIES

18.01 Notices of vacancies required to be filled, shall be conspicuously posted for a period of thirty (30) calendar days in sufficient locations so that all members of the Association may be made aware of the vacancy. This notice may be waived by mutual agreement between the County and the Association.

18.02 All applications shall be addressed to the Fire Chief. A copy of all postings shall be sent to the Association. The Fire Chief shall notify the Association of the proposed appointee and the names of all members who are unsuccessful applicants, upon the completion of the selection process. The Fire Chief shall also notify each member who was an unsuccessful applicant, of the name of the successful applicant. Such member shall have five (5) working days from the date of notification to initiate a grievance, if he has one, in accordance with the grievance procedure. The County shall appoint the selected applicant if no grievance has been initiated following the expiry of five (5) working days from the date the last member received notification from the County, and the appointment shall be final, subject to satisfactory completion of the probationary period.

18.03 Any vacancy required to be filled must be posted immediately; however, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment, which in no instance shall exceed one hundred & twenty (120) calendar days, may be made.

18.04 When it is necessary to fill what is known or expected to be a short-term vacancy (one hundred and twenty [120] days or less) with a member in an “acting” capacity, candidates shall be selected in order from the eligibility list of members qualified for the position from the platoon.

18.05 When it is necessary to fill what is known or expected to be a long-term vacancy (one hundred and twenty-one [121] days or more) with a member in an “acting” capacity, candidates shall be selected in order from the eligibility list of members qualified for the position from the Division.

18.06 Appointments may be made by agreement between the County and the Association without posting.
19. **LAYOFFS AND RECALLS**

19.01 If any position to which a permanent member has been promoted is abolished or affected by reason of staff reduction, the member holding such position may, at his option, revert to the position formerly held within the department or will be given a general priority throughout the County service for any vacancy for which he is qualified.

19.02 If the permanent staff of the department, or Division thereof, is to be reduced, the members last appointed thereto, belonging to the rank to be so reduced, shall be the first discharged. The principle of valid performance records, where available, will be considered in contemplating layoffs and the Association will be notified.

19.03 In the event that staff is increased or a position becomes vacant, qualified permanent members who have been laid off solely by reason of previous reduction in such staff, shall, if available, be offered employment within 15 days of notice of vacancy. The qualified member shall be returned to that position within 45 days of notification to the previous seniority standing held and if re-engaged within one (1) calendar year, shall retain the seniority and benefits provided in this Agreement and enjoyed before layoff.

20. **GRIEVANCE PROCEDURE**

20.01 The Association recognizes that disputes may arise with respect to the interpretation of the Collective Agreement or in relation to discipline. The County and Association recognize the benefits of minimizing grievances through ongoing communication.

20.02 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether the difference is arbitrable, shall be settled in accordance with the following procedures.

20.03 Grievances shall be initiated by the Association or the aggrieved member in writing to the Association on a form provided by the County. The grievance, if accepted by the Association, shall be initiated within twenty (20) working days from the day that the incident giving rise to the grievance came to the attention of the Association or the aggrieved member. A grievance not filed within the said twenty (20) working days period, will be deemed to have been abandoned.

20.04 The grievance shall be initiated with the Fire Chief and shall state the full particulars of the grievance.

20.05 Within ten (10) working days of the initiation of the grievance, the Fire Chief shall meet with the Association and endeavor to resolve the difference.
20.06 Within five (5) working days of the meeting between the Fire Chief and the Association, the Fire Chief shall provide the Association with a written decision on the grievance together with the reasons for the decision.

20.07 Unless the decision of the Fire Chief settles the grievance, the Association may, by notice in writing and within ten (10) working days, refer the grievance to the Chief Commissioner or his designate. Such notice shall contain a full statement of the particulars of the grievance.

20.08 After the grievance has been received by the Chief Commissioner or his designate, and within twenty (20) working days, the appropriate representatives of the County shall meet with the Association and endeavour to resolve the difference.

20.09 Within ten (10) working days of the meeting between the appropriate County representatives and the Association, the County shall provide the Association with a written decision on the grievance together with the reasons for the decision.

20.10 If the decision of the County does not settle the grievance, the Association may by notice in writing to the County and within twenty (20) working days refer the grievance to arbitration. A grievance not referred to arbitration within the twenty (20) working days, shall be deemed to have been abandoned. A notice of intent to refer the grievance to arbitration shall contain a full statement of the grievance and the name of the Association's nominee to an Arbitration Board. The County shall within five (5) working days inform the Association of its appointee to the Arbitration Board. The two nominees so selected shall, within five (5) working days of the appointment of the County nominee, appoint a third person who shall be the Chairman of the Arbitration Board.

20.11 If the County fails to appoint a nominee within the time limited under Article 20.10 the appointment shall be made by the Minister responsible for the Labour Relations Code upon the request of either party. If the two nominees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister responsible for the Labour Relations Code upon the request of either party.

20.12 The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Board.

20.13 The Arbitration Board may quash or confirm any action taken by either party and may vary any action taken by either party respecting personal discipline.
20.14 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Collective Agreement.

20.15 The parties may mutually agree to have the matter heard by a single Arbitrator.

20.16 Each party appointing a nominee shall bear the expense of its respective nominee and shall bear one-half (1/2) the expenses of the Chairman of the Arbitration Board.

20.17 Time limits and procedures specified above may be varied upon mutual written consent of both parties.

21. DISCIPLINARY ACTION

21.01 Members will only be subjected to disciplinary action for cause.

21.02 The Association or a member subjected to disciplinary action believed to be unjust or unfair may file a grievance under the terms of this Agreement.

21.03 Where a member is required to meet with representatives of the Department for the purpose of disciplinary action beyond a verbal warning, the member shall be entitled to Association representation to be present during such a meeting.

21.04 Where possible the member and the Association shall be provided with twenty-four (24) hours’ notice of all such meetings. Where Association representation is not readily available Management shall not be prevented from proceeding with such meeting; however, the Association shall receive a copy of any notes or minutes taken of the meeting.

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

22. MEMBER’S PERFORMANCE REVIEW AND MEMBER’S FILES

22.01 When a formal assessment of a member’s performance is made, the member concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read and understood.

22.02 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since any disciplinary action or subsequent disciplinary action was taken.

22.03 Upon request of a member, the personnel file of that member shall be made available for examination in the presence of an authorized representative of the County.
23. **GENERAL**

23.01 The County shall make adequate provisions for supplying food and refreshments to members on emergency calls for continuous periods of over three (3) hours. The cost shall be limited to an amount equivalent to the lunch per diem identified in the County Policy HUM-001-026.

23.02 The County shall pay the cost of all registration fees and recertification fees for the Health Professions Act, Alberta College of Paramedics, the Advanced Cardiac Life Support Certification, and other required registrations and certification for members that the County requires to be certified, and/or required by the Health Professions Act.

23.03 **Legal**

23.03.01 The County will indemnify and save harmless any member from any action, claim or cause or demand whatsoever that may be made or arise out of the member carrying out his duties of a member, except where the action of a member constitutes a gross disregard or neglect of his duty as a Fire Fighter.

23.03.02 All reasonable expenses and costs of a member with respect to any civil, quasi-criminal, or criminal action taken against, or in respect to a member of the Association, arising out of such member's actions while engaged in his duties as a member, will be paid by the County, subject to the office of the Director, Legislative and Legal Services approving the appointment and continued employment of the Association's choice of Legal Counsel. Such approval shall not be unreasonably withheld or withdrawn. This Clause shall not be construed to mean that the County shall pay any costs or expenses for a member of the Association incurred during the Department's internal disciplinary proceedings against such member nor with respect to the processing of grievances.

23.03.03 When a member is summoned or subpoenaed as a witness or defendant to appear in court in an official capacity to give evidence or produce Strathcona County records, a lawyer appointed by Strathcona County may be available to the member.

23.04 **Additional Employment**

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

24. **MEMORANDUM OF AGREEMENT**

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

Rob Coon
Chief Commissioner

Debra Smith
Director, Human Resources

Mavis Nathoo
Director, Legislative and Legal Services

Date: Sept 19, 2018

STRATHCONA COUNTY
PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 2461, I.A.F.F.

Andrew Spence
President

Brian Sturm
Secretary

Andrew Spence
Chairperson, Negotiating Committee
## APPENDIX I

### SCHEDULE OF SALARIES

**January 1, 2017**

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<th>Annual</th>
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## APPENDIX I

### SCHEDULE OF SALARIES

**January 1, 2019**

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APPENDIX II

PLATOON ROTATION
FIRE SUPPRESSION DIVISION
COMMUNICATIONS DIVISION

4 PLATOONS – 2 SHIFTS 10 AND 14 HOUR WORK PERIODS
2 Days – 2 Nights – 4 Days Off
Schedule rotates every 8 weeks

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APPENDIX IIA

PLATOON ROTATION

OCCUPATIONAL HEALTH, SAFETY & TRAINING DIVISION
FIRE PREVENTION & INVESTIGATION DIVISION

4 PLATOONS – 2 SHIFTS

11.08 HOUR WORK PERIODS

4 Shifts – 4 Days Off

Schedule rotates every 8 weeks

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*Note - On Wednesday and Thursday a flexible shift will be used to complete an eleven point zero eight (11.08) hour shift between the hours of 0730 and 2200. This applies to the Occupational Health, Safety & Training Division only.*
## APPENDIX III

### SERVICE PAY

**January 1, 2017**

<table>
<thead>
<tr>
<th>Fire Suppression Division</th>
<th>Salary</th>
<th>After 5 Years</th>
<th>After 10 Years</th>
<th>After 15 Years</th>
<th>After 20 Years</th>
<th>After 25 Years</th>
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<tbody>
<tr>
<td>Divison Chief</td>
<td>$135,735</td>
<td>475.08</td>
<td>950.16</td>
<td>1,425.24</td>
<td>1,900.32</td>
<td>2,375.40</td>
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<td>887.28</td>
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<td>429.72</td>
<td>859.44</td>
<td>1,289.16</td>
<td>1,718.88</td>
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<tr>
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<td>394.68</td>
<td>789.36</td>
<td>1,184.04</td>
<td>1,576.72</td>
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<td>740.64</td>
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<td>1,481.28</td>
<td>1,851.60</td>
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<td>Senior Fire Fighter</td>
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<td>363.24</td>
<td>726.48</td>
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<th>After 10 Years</th>
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<table>
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<th>After 20 Years</th>
<th>After 25 Years</th>
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<td>950.16</td>
<td>1,425.24</td>
<td>1,900.32</td>
<td>2,375.40</td>
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<tr>
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<td>859.44</td>
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<th>After 10 Years</th>
<th>After 15 Years</th>
<th>After 20 Years</th>
<th>After 25 Years</th>
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<td>950.16</td>
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<td>859.44</td>
<td>1,289.16</td>
<td>1,718.88</td>
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<tr>
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<td>789.36</td>
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# APPENDIX III

## SERVICE PAY

**January 1, 2018**

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<th>Division</th>
<th>Salary</th>
<th>After 5 Years</th>
<th>After 10 Years</th>
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<th>After 25 Years</th>
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<tr>
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<tr>
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## SERVICE PAY
### January 1, 2019

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<th>After 10 Years</th>
<th>After 15 Years</th>
<th>After 20 Years</th>
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</tr>
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<tbody>
<tr>
<td><strong>Fire Suppression Division</strong></td>
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</tr>
<tr>
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<td>385.56</td>
<td>771.12</td>
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<td>1,091.52</td>
<td>1,455.36</td>
<td>1,819.20</td>
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</tbody>
</table>
1. TERMS OF AGREEMENT

1.01 This agreement shall supersede all earlier promotional policies and agreements relating to promotional matters.

1.02 This agreement shall apply to all members entering any promotional process held following the date of ratification. There shall be no grandfathering.

2. PURPOSE OF THE POLICY

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

3. ADMINISTRATION

3.01 This policy shall be administered by the Fire Chief.

4. DEFINITIONS

4.01 "Confirmed" shall mean an Officer that has successfully completed the promotional probationary period.

4.02 "Eligibility" shall mean that the member has reached the level of 1st Class and is eligible to be evaluated for a qualified officer list through the examination process established in this Policy.

4.03 "Officer" shall mean all ranks within the Department above that of Senior Fire Fighter and below that of Assistant Chief.

4.04 "Promotion" shall mean the advancement of a member to an officer position bearing higher wages than the level from which he came.

4.05 "Qualified" shall mean that the member has met all the requirements to be promoted to a specific officer position.

4.06 "Reclassification" shall mean the transfer of a member from a position of lesser salary to a position of greater salary through the classification steps listed within the Collective Agreement of;

- 4th Class Fire Fighter to 1st Class Fire Fighter
- 1st Class Fire Fighter to Senior Fire Fighter
- 4th Class Fire Prevention Inspector to 1st Class Fire Prevention Inspector
• 1<sup>st</sup> Class Fire Prevention Inspector to Senior Fire Prevention Inspector
• 4<sup>th</sup> Class Communications Operator to 1<sup>st</sup> Class Communications Operator
• 1<sup>st</sup> Class Communications Operator to Senior Communications Operator

5. RECLASSIFICATION

5.01 Reclassification in the Fire Suppression Division

5.01.01 A member shall progress through the classifications from 4<sup>th</sup> Class Fire Fighter to 1<sup>st</sup> Class Fire Fighter at one (1) year intervals.

5.01.02 A 1<sup>st</sup> Class Fire Fighter shall progress to the classification of Senior Fire Fighter following eight (8) years of continuous full time service.

5.02 Reclassification in the Communications Division

5.02.01 A member shall progress through the classifications from 4<sup>th</sup> Class Emergency Communications Operator to 1<sup>st</sup> Class Emergency Communications Operator at one (1) year intervals.

5.02.02 A 1<sup>st</sup> Class Emergency Communications Operator shall progress to the classification of Senior Emergency Communications Operator following eight (8) years of continuous full time service.

5.03 Reclassification in the Fire Prevention & Investigation Division

5.03.01 A member shall progress through the classifications from 4<sup>th</sup> Class Fire Prevention Inspector to 1<sup>st</sup> Class Fire Prevention Inspector at one (1) year intervals.

5.03.02 A 1<sup>st</sup> Class Fire Prevention Inspector shall progress to the classification of Senior Fire Prevention Inspector following eight (8) years of continuous full time service.

5.03.03 A Senior Fire Prevention Inspector shall progress to the classification of Senior Fire Prevention Inspector II following twelve (12) years of continuous full time service.

5.03.04 A Senior Fire Prevention Inspector II shall progress to the classification of Senior Fire Prevention Inspector III following nineteen (19) years of continuous full time service.

5.04 Subject to the successful completion of the probationary period, a member’s reclassification progression in any Division is subject to four (4) conditions:

   a) Meeting the minimum time requirements for experience at each level,
b) Successful completion of the courses as defined in the Employee Development Policy,
c) Successful completion of the written and practical examinations for each level, and
d) A satisfactory performance evaluation.

5.05 The reclassification process shall be coordinated by the Occupational Health, Safety & Training Division.

6. PROMOTIONS

6.01 The guiding principles of the promotional policy are:

a) The process is intended to evaluate and promote senior, qualified members of the organization.
b) The promotional process values performance and leadership.
c) Qualified lists are to be kept to a reasonable number that provides qualified members to fill foreseeable future vacancies.
d) Examinations are based on the practical requirements of each officer rank.
e) Verbal evaluations are intended to test leadership, critical thinking, self-awareness, and communication skills related to each officer rank.
f) The Promotional Board will identify and promote accountable leaders who are capable of providing a high quality product to the community while achieving the Department’s vision, mission and goals and demonstrating the organizational values.

6.02 Promotions to all officer positions shall be made on the basis of promoting from the top of the eligibility list.

6.03 A member shall serve a one (1) year probationary period from the date of promotion to the new position. A member who is deemed to be unsatisfactory in the new position or through his own request may be placed in the former position at any time during the probationary period and other member(s) shall revert to their previous position(s) should this be necessary.

6.04 Eligibility lists shall be maintained by the Fire Chief showing who has qualified for each officer position.

6.05 In exceptional circumstances the Promotional Board may allow a member who does not meet all the required criteria to participate.

6.06 Once an eligibility list is established, a member shall remain in the position achieved. Members from subsequent competitions shall be placed behind established members on the list.

6.07 A member’s position on an eligibility list may be lost or a member placed in a lower position on the list for cause. Cause shall mean:
a) Documented performance issues or discipline in the position currently held, or
b) Failure to meet the requirements of the EDP.

7. QUALIFIED LISTS

7.01 Prior to the establishment of a Promotional Board, the Liaison Committee will establish the number of candidates required for each level based on expected growth, retirements and qualified applicants.

Fire Suppression Division

7.02 There shall be an eligibility list for the following groupings:

a) Officer Qualified – promote to Qualified Officer and then to Lieutenant. The eligibility list shall be in order of seniority following successful completion of the promotional process. Members shall be offered the rank of Captain in order of Lieutenant rank seniority based on completion of the Employee Development Policy (EDP).

b) Senior Officer Qualified – promote to Assistant Platoon Chief (APC). The eligibility list shall be in order of highest to lowest score following successful completion of the promotional process. Members shall be offered the rank of Platoon Chief in order of APC rank seniority and performance.

7.03 The minimum criteria for application to enter the promotional process for Officer Qualified are:

a) The member has the classification of Senior Fire Fighter.
b) The member has completed the established EDP for the rank of Qualified Officer/Lieutenant.

7.04 The minimum criteria for application to enter the promotional process for Senior Officer Qualified are:

a) The member has completed six (6) years as a confirmed Officer.
b) The member has actively been completing the Senior Officer Development Program.

Communications, OHST, and FPI Divisions

7.05 In the Communications Division, a promotional process shall be held only for Lieutenants who wish to be promoted to the rank of Captain and have completed the EDP for the rank of Captain. The eligibility list shall be in order of highest to lowest score following successful completion of the promotional process. The Captain will be the next Division Chief based on actively completing the senior officer program.

7.06 In the Occupational Health, Safety & Training Division, a promotional process shall be held only for Lieutenants who wish to be promoted to Captain and have
completed the EDP for the rank of Captain. The eligibility list shall be in order of highest to lowest score following successful completion of the promotional process. The Captain will be the next Division Chief based on actively completing the senior officer program.

7.07 In the Fire Prevention & Investigation Division, a promotional process shall be held for First Class or Senior Inspectors who wish to be promoted to the rank of Lieutenant and have completed the EDP for the rank of Lieutenant. The eligibility list shall be in order of highest to lowest score following successful completion of the promotional process. A promotional process shall also be held for confirmed officers who wish to be promoted to the rank of Captain and have completed the EDP for the rank of Captain. The eligibility list shall be in order of highest to lowest score following successful completion of the promotional process. The Captain will be the next Division Chief based on actively completing the senior officer program.

8. PROMOTIONAL EXAMINATIONS

8.01 To ensure that the promotional process is fair and equitable to all candidates and meets the needs of the Department, a Promotional Board shall be established. The Board shall consist of two (2) members appointed by the Fire Chief – one of who shall act as chairman, and two (2) members appointed by the Association. One member of the Association Executive may observe the process as a non-voting member.

8.02 Association appointments to the Promotional Board shall be made annually prior to the establishment of the leave management calendar.

8.03 All members of the Promotional Board shall be of equal or higher rank than the rank being competed for.

8.04 A separate promotional process shall be established for each rank utilizing the qualifications as established in the Employee Development Policy. For each promotional process, all candidates will be required to respond to the same questions and scenarios. The dates of all promotional processes shall be posted prior to the establishment of the annual leave management calendar, along with the deadline for applications.

8.05 No member appointed to the Board by either party shall have any direct family relationship to any candidate participating in the examinations. The County’s conflict of interest policy will apply.

8.06 The duties of the Promotional Board shall be to conduct a verbal evaluation process of all candidates, including a review of the candidate’s qualifications, employment records and past performance, as well as any other questions, scenarios or reviews within the interview process. The Promotional Board shall evaluate and determine candidates for promotion based on the promotional
process herein. The decision of the Board shall be made by averaging the scores of each Board member.

8.07 Questions for the written exam shall be drawn from documentation and materials provided by the Department contained within the Officer Development Program. Two or more Board members are required to remove a question.

8.08 The established criterion for promotional processes is a total pass mark of seventy five percent (75%). The evaluation process weighting shall be:

   a) 35% - Written examination
   b) 35% - Scenario or practical skills
   c) 15% - Employee performance history as documented in the personnel file
   d) 15% - Verbal evaluation

8.09 The Promotional Board shall compile an eligibility list of all successful candidates in accordance with section 7 above. The Fire Chief shall provide the Association with a copy of the eligibility list and shall inform each employee of their results and placement on the list.

8.10 Promotions shall be offered in accordance with 6.01 and 6.02. When there are no interested qualified members on the eligibility list, the position may be filled through a thirty (30) day open competition to qualified internal candidates. If no internal candidate is appointed, an external competition may be held.

8.11 Upon completion of a promotional process, a candidate may make a written request to review the results of the evaluation with the Fire Chief.

9. AMENDMENTS

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

Debra Smith
Director, Human Resources
Strathcona County

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 19, 2018

Date: Sept 19/2018
1. **Staff Lieutenant**

   It is agreed that the position of Staff Lieutenant be transitioned from one that is filled on an annual basis to one that is filled on a permanent basis.

   (a) The rate of pay for the Staff Lieutenant position will be at the Lieutenant rate of pay.

   (b) The regular hours for the Staff Lieutenant will be in accordance with 8.02.09 and 8.02.10.

   (c) The successful member will be selected based on being the senior most qualified applicant.

   (d) Eligibility of internal candidates:

   (i) A Fire Suppression officer (Qualified officer and above) accepting this position will be eligible to return to their previously held position for a period of one year. This member shall not lose their seniority standing in the Fire Suppression Division and will be eligible for promotions within the division provided that educational requirements have been met, the member has competed in the promotional competition when eligible, and a skill maintenance schedule (developed and agreed upon by the member, the Association, and Management) has been followed.

   (ii) A member from the Fire Suppression Division who is not an officer (a member below the rank of Qualified Officer) who accepts this position shall maintain rank seniority in the Fire Suppression Division for a period of one year, after which they will not be eligible to return to their previously held position and will not be eligible to apply for front line (floor) officer positions within the Fire Suppression Division.

   (iii) Any member from outside of the Fire Suppression Division accepting this position will maintain division seniority in their respective division for one year. They will not be eligible to apply for front line (floor) officer positions within the Fire Suppression Division.

   (iv) Any member accepting this position will be considered to have rank seniority for future Operational Support positions, i.e. future support positions created within the Fire Suppression Division.

   (e) Training and education:
(i) The member accepting this position will be provided all mandatory training offered up to and including the position of Captain, Fire Suppression.

(ii) Value added and position specific courses will be approved by the Deputy Chief, Operations and attended as mutually agreed upon by the member and the Deputy Chief, Operations.

(f) Vacation allotment:

(i) Vacation will be calculated based on clause 10.02.01.03.

(ii) All banked vacation will be converted to equivalent eligible hours upon accepting the position and will be available for the member to utilize immediately.

(iii) Vacation scheduling will be done by mutual agreement between the Staff Lieutenant and the Deputy Chief, Operations

Debra Smith
Director, Human Resources
Strathcona County

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 19, 2018

Date: Sept 12/2018
APPENDIX V

MEMORANDUM OF AGREEMENT
between Strathcona County
and
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

2. Carry-Over of Classifications

It is agreed that any future members hired from departments where the individual held a classification of 4th Class, 3rd Class, 2nd Class and 1st Class will carry-over their classification with regards to salary only, as outlined in Strathcona County's IAFF 2461 Schedule of Salaries. The individual hired must be or have previously been a member in good standing with another IAFF local at the time of an employment offer with Strathcona County Emergency Services. Salary placement will be based on related qualifications and experience up to a maximum of 1st Class salary.

Debra Smith
Director, Human Resources
Strathcona County

Date: Sept 19, 2018

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 12/2018
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Local 2461, I.A.F.F.

3. Peak Staffing

The Association agrees to create a peak staffing shift once the need is identified, at which time the appropriate shift will be created. This MOA remains in place for the duration of this contract.

Debra Smith
Director, Human Resources
Strathcona County

Date: Sept 19, 2018

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 12/2018
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4. Line of Duty Death

The County shall initiate a "mock" line of duty and off-duty employee death procedure. This process shall involve two members of Local 2461, one management representative and any other County employees or Consultants necessary to determine how to proceed with insurance and benefits after an employee death. This process shall establish a clear procedure for both the County and Association members to follow in the case of a member death.

Debra Smith
Director, Human Resources
Strathcona County

Date: Sept 19, 2018

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 12, 2018
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5. Standby Implementation

It is agreed that the following will apply in the implementation of Standby:

(a) All qualified Investigators in FPI shall assume a standby rotation beginning January 1, 2014. One (1) member on standby.

(b) All qualified Incident Safety Officers in OHST shall assume a standby rotation beginning January 1, 2014. One (1) member on standby.

(c) All qualified members of TRT and WRT shall assume a standby rotation beginning January 1, 2014. Two (2) members per team on standby.

(d) Where a qualified FPI or OHST member is not available, a qualified OPS member may assume standby.

Debra Smith
Director, Human Resources
Strathcona County

Date: Sept 19, 2018

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept. 12/2018
6. Standby Pay

It is agreed that the interpretation of clause 8.04.04 regarding the remuneration of members on standby shall be as follows:

(a) Members of the Fire Prevention and Investigation Division shall receive one hour of pay at their regular hourly rate for a 24 hour standby period that includes a regularly scheduled day of work and two hours of pay at their regular rate for a scheduled day off. Standby periods between Monday and Friday, one hour of standby pay is paid, and for standby periods on Saturday, Sunday or approved statutory holidays, two hours of standby pay is paid.

(b) Members of the Occupational Health, Safety and Training Division shall receive one hour of pay at their regular hourly rate for a 24 hour standby period that includes a regularly scheduled day of work and two hours of pay at their regular rate for a scheduled day off. Standby periods between Monday and Friday, one hour of standby pay is paid, and for standby periods on Saturday, Sunday or approved statutory holidays, two hours of standby pay is paid.

(c) Members working 11.08 hour shifts shall receive one hour of pay at their regular hourly rate for a 24 hour standby period that includes a regularly scheduled day of work and two hours of pay at their regular rate for a scheduled day off.

(d) Members of the Suppression Division Technical Rescue Team or Water Rescue Team shall receive one hour of pay at their regular hourly rate for each standby period. The standby period will either be 10 hours or 14 hours. No portion of the standby period shall occur while on shift.

Debra Smith
Director, Human Resources
Strathcona County

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Jan 19, 2018
Date: Sept 12, 2018
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Local 2461, I.A.F.F.

7. Full-time Non-Permanent Member and Benefits

It is agreed that for offers of full-time non-permanent positions of at least 12 months in duration, the member shall have access to the following benefits and the participation, policies and criteria for eligibility shall be governed by the plans or Collective Agreement:

- Extended Health Care
- Dental Health Care
- Basic Life Insurance
- Basic Accidental Death and Dismemberment
- Supplemental Voluntary Accidental Death and Dismemberment
- Voluntary Accidental Death and Dismemberment
- Optional Life Insurance

If a position becomes permanent, the member is eligible for the benefits as per the Collective Agreement. The time already served will be recognized for LAPP eligibility and the Learning and Fitness Account.

Debra Smith
Director, Human Resources
Strathcona County

Date: Sept 17, 2018

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 12, 2018
8. Mandatory Fitness and Medical Assessments

It is agreed that a joint committee between Strathcona County Human Resources, OH&S, and Disability Management; Strathcona County Emergency Services Management; and IAFF members as appointed by IAFF Local 2461 Executive, will be established to develop a mandatory Fitness and Medical Assessment program.

The program will be implemented during the course of the year 2020. The Wellness Fitness Initiative (WFI) will be utilized as the initial framework for the program. The program shall be implemented in its entirety, excepting those exclusions or amendments agreed to between the parties in writing, and shall be evaluated annually.

Participation in the program shall be mandatory and will include the following components: medical, fitness, rehabilitation and behavioural health. Information from the assessments will be provided to Strathcona County Disability Management to ensure appropriate follow up. It is understood and agreed that the program is designed and provided as a tool and benefit for each member.

Debra Smith
Director, Human Resources
Strathcona County

Andrew Spence
Strathcona County Professional Fire Fighters Association
Local 2461, I.A.F.F.

Date: Sept 19, 2018

Date: Sept 12/2018
9. Communications Centre Shift Schedules

The association shall endeavor to work with the County to establish the most effective hours of work and schedules to allow our Communications Centre to remain healthy and competitive.

Debra Smith  
Director, Human Resources  
Strathcona County  

Date: Sept. 19, 2018

Andrew Spence  
Strathcona County Professional Fire Fighters Association  
Local 2461, I.A.F.F.  

Date: Sept. 12, 2018