

COLLECTIVE AGREEMENT

BETWEEN

CITY OF AIRDRIE



- AND -

AIRDRIE PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 4778



2015 - 2017

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1. PURPOSE OF AGREEMENT

- .01 In light of the value of joint discussions and negotiations of issues relating to the City of Airdrie's relationship with its firefighters, the purpose of this Agreement is to promote and maintain a peaceful and harmonious relationship and to set out wages, hours of work and other working conditions of the affected firefighters. The parties agree to apply the provisions of the Agreement in a spirit of good will, respect and understanding.
- .02 Wherever the words "he", "his" or "him" appear in this Agreement, they shall be interpreted to include the feminine gender.
- .03 Wherever the word "Firefighter" appears in the agreement, this includes suppression and non-suppression staff unless otherwise specified.
- .04 The intent of this agreement is to establish a strong partnership between the Employer and the Association.

2. RECOGNITION, COVERAGE AND DUES DEDUCTIONS

- .01 The Employer recognizes the Association as the exclusive bargaining agent for all firefighters covered by Certificate # 231-2009, as issued by the Labour Relations Board.
- .02 The City will deduct regular Association dues from the wages of bargaining unit firefighters for each pay period and remit those dues to the Association by the 15th of the next calendar month. A list of the names of the affected firefighters shall accompany the monies.
- .03 The Association will advise the City of the amount of dues to be deducted and will provide a minimum of four (4) weeks' notice of any change to the regular dues structure.
- .04 The Association agrees to indemnify and save harmless the City against any claim, demand, action or liability from application of this provision.
- .05 The Association agrees to reimburse the City for any unpaid arrears for dues which a member owes but leaves the City prior to paying.

3. MANAGEMENT RIGHTS

- .01 Subject to the express terms of this Agreement, the Association acknowledges that it is the exclusive right of the City to manage its operation in all respects and direct the workforce, including but not limited to the following:
 - a) Maintaining order, discipline and efficiency; the right to discipline, suspend or discharge firefighters for just cause;

- b) Making or altering, from time to time, rules, regulations, policies and procedures to be observed by firefighters, which are not otherwise in conflict with the provisions of this Agreement;
- c) Determining location of operations and the expansion, curtailment or discontinuance of operations; scheduling operations, shifts and rotations including shift starting and ending times; determining job content and quality and quantity standards; determining levels of training required and using improved methods, machinery and equipment;
- d) Determining the nature and type of fire-related services to be provided by the City and the methods and techniques of work to provide those services, together with the number of firefighters required to perform those services;
- e) Organizing and re-organizing the work of firefighters; creating new positions, classifications and work units; declaring positions, classifications or work units redundant; directing, selecting, hiring, promoting, transferring, assigning to positions and shifts including rotating shifts; scheduling, demoting, classifying, laying off and recalling firefighters.

.02 The City retains all rights not expressly limited by the terms of this Agreement.

.03 If significant changes are made to the organizational structure the Employer will endeavor to advise the Association prior to implementing changes.

4. ASSOCIATION ACTIVITY AND REPRESENTATION

.01 Association businesses will not be permitted on City time or on City property unless prior permission of the Fire Chief, or his delegate, has been granted. If the Fire Chief requests a meeting with a firefighter during scheduled work time there will not be a financial cost to the firefighter being asked to meet during his scheduled shift.

.02 Association business meetings may be held on City time or on City property with prior approval from the Fire Chief or his delegate.

.03 Official representatives of the International Association of Fire Fighters (IAFF) may be granted access to the City premises only if the Fire Chief or his designate, is informed of and has approved the access prior to the requested visit. Such visits shall not interfere with the City's operations or affect a firefighter's work obligations.

.04 Association notices may be posted on a bulletin board provided by the Association in designated places on City premises but only where first approved by the Fire Chief, or his designate.

- .05 The City will recognize Association representatives provided written notice of their names has been previously provided to the City. The Association acknowledges that such representatives have their regular work to perform as firefighters of the City. It is therefore agreed that they shall not leave their work to investigate or process a grievance or undertake any other Association business during working hours without prior consent of the Fire Chief or his designate.
- .06 There shall be no discrimination or coercion practiced against a firefighter because of membership in the Association or lawful activity on the Association's behalf.

5. PROFESSIONAL FEES

- .01 The City shall pay all professional fees and registrations that are required by the City as a firefighter's condition of employment. It is understood that the Association fees and registrations are excluded from this article.

6. LABOUR MANAGEMENT / HEALTH & SAFETY JOINT RELATIONS

- .01 The parties agree that upon request of either party, a labour management / occupational health and safety meeting may be called as soon as possible to address items of concern or importance to the parties. Such meetings shall require at least five (5) calendar day's prior notice from the requesting party wherever possible and shall not occur on a more frequent basis than once every three (3) months unless some urgent matter should arise.
- .02 The meeting will consist of a minimum of 2 representatives from each party to this agreement, but at no time shall such representation from either party exceeds 3.

7. NO STRIKES / NO LOCKOUTS

- .01 The Association agrees that it will not cause, authorize, sanction or permit firefighters to cause a strike or engage in any strike action while this Agreement is in force.
- .02 The City agrees that it will not authorize or engage in lockout action while this Agreement is in force.

8. HOURS OF WORK AND SHIFT SCHEDULES

- .01 The City maintains the right to provide its fire services on a continued twenty-four (24) hours, seven (7) days a week basis.
- .02 Firefighters shall work shift work as scheduled by the City with a repeating fifty-six (56) day cycle that averages a forty-two (42) hour work week.
- .03 Firefighters shall work an eight (8) day platoon shift schedule cycle (tour) consisting of: one 24 hour shift starting at 8 a.m., followed immediately by two (2) days off, followed by one 24 hour shift starting at 8 a.m., followed immediately by four (4) days off. Start times may be altered with mutual agreement between management and the Association.
- .04 Notwithstanding .03 above, nothing in this Agreement prevents the Fire Chief, or his designate, upon fourteen (14) calendar day's written notice to the Association, from changing a firefighter's platoon assignment.
- .05 With mutual agreement, firefighters can be reassigned to work another shift cycle or hours of work outside of the suppression unit. Where there is a bona fide occupational need, mutual agreement to the schedule change is not required.
- .06 For the purposes of the *Employment Standards Code*, the Association agrees, on behalf of each of its members, that the 24 hour shift schedule set out in Article 8.03 provides benefits that are at least equal to those in the *Code*, such that overtime is not payable for hours worked during a regularly scheduled 24 hour shift.
- .07 Non-suppression staff shall work a day shift schedule aligning with operational requirements in a 40 hour work week.
Option 1
 - 5 consecutive days – 40 hour work weekOption 2
 - 4 consecutive days – 40 hour work weekDays may be altered for optimal coverage.
Schedule may be altered with mutual agreement between management and the Association.

9. SHIFT TRADING

- .01 Where a firefighter wishes to exchange shifts with another firefighter of suitable qualifications, an application shall be made in writing to the Fire Chief, or designate, for approval of the shift exchange not less than twenty-four (24) hours before the shift in question is due to commence. The application shall be signed by the firefighters involved.

- .02 The City will not be held financially responsible for shift trades between firefighters. If a firefighter resigns, retires, is terminated, or while active owes any other firefighter of the department a repayment of shifts, the firefighters involved will not request the City for monies owed because the firefighter is not able to “repay” shifts owing for any reason. No shift trade can result in overtime being paid by the City.
- .03 In the event that a shift exchange has been approved, but an affected firefighter fails to report for duty because of illness, he may be asked to provide a medical certificate for the time absent to the Fire Chief or designate. If a firefighter is unable to work an agreed shift exchange due to illness, it is the responsibility of the firefighter to provide a replacement firefighter of suitable qualifications. If a firefighter fails to report for any reason and does not provide a replacement firefighter for himself, his shift trading privileges may be suspended. Should this behavior continue, further corrective actions may be taken.
- .04 Shifts may not be traded to accommodate secondary employment, including self-employment.

10. CALL-IN

Call-in is defined as the immediate need for emergency response personnel.

- .01 During a firefighter's off-duty hours, he may be called in to work to perform fire services.
- .02 A firefighter called in and requested to work, will be paid at the overtime rate of two (2) times their regular hourly rate. Under no circumstances, however, will a firefighter be paid less than two (2) hours at overtime rates.
- .03 No call-in pay will be received where a firefighter fails to respond to a call-in within twenty (20) minutes from the time of page out and whose services are no longer required.
- .04 Call-in pay will commence from the time of the page out.

11. CALL-BACK

Call-back is defined as calling a firefighter in for shift coverage where relief crews are required but not in an immediate timeframe.

- .01 All emergency response personnel can be contacted for call-back shifts.
- .02 A firefighter called back and requested to work, will be paid at the overtime rate equal to two (2) times their regular hourly rate. Under no circumstances, however, will a firefighter be paid less than two (2) hours at overtime rates.

- .03 Requirements of the situation will determine the timeframes within which firefighters are required to report for duty once called. Pay commences when the firefighter arrives at the assigned hall to start the shift.

12. ON CALL

- .01 On Call is defined as preplanned emergency response scheduling.
- .02 Firefighters On Call shall be paid \$2.00 per hour.
- .03 a) A firefighter on call who is called back and required to report for work will additionally be paid a minimum of two (2) hours of overtime, paid at the rate of one and a half (1.5) times their regular hourly rate.
- b) The firefighter's call-back pay in these circumstances will commence from the time of the page out and ends when the firefighter is released by the incident commander.

13. WAGES

- .01 The Schedule of Wages set out in Appendix "A" forms part of this Agreement.
- .02 Firefighters shall be paid their wages on a biweekly basis.

14. TEMPORARY ASSIGNMENTS

- .01 When a firefighter is placed in a senior position in the Fire Department for 50% or more of the scheduled shift, based on a 24 hour shift, the firefighter shall receive pay for the next higher rank or pay level to his position while acting in such senior capacity.
- .02 Firefighters placed into acting assignments will be selected from the applicable eligibility list.
- .03 A firefighter is not entitled to acting pay where his work in the higher paid classification is necessitated by the incumbent's absence at an association meeting or union business.

15. OVERTIME

- .01 Hours authorized and worked in excess of a firefighter's scheduled regular hours of work shall be considered overtime.
- .02 Overtime must be authorized by the Fire Chief, or his designate on duty.

- .03 a) Subject to b) below and article 27.05, all overtime under this agreement shall be paid at one and one half (1½) times the firefighter's regular rate of pay.
- b) In situations of Call-in, Call-back and short notice (less than 24 hours) unscheduled overtime, overtime shall be paid at two times (2) the firefighter's regular rate of pay.
- .04 Overtime can be banked at time for time, but it must be used within three months, pending the approval of the Fire Chief, or his designate.

16. SHIFT DIFFERENTIAL

- .01 A Shift Differential will be paid for each hour worked between the hours of 1800 and 0800. The rate of the shift differential shall be \$1.00 per hour.
- .02 A Shift Differential will not be subject to overtime percentages and will be paid out at \$1.00 per hour regardless of the rate of pay the firefighter is earning for the time worked.

17. RANDOM CALL SYSTEM

- .01 For the purpose of selecting firefighters for replacement of scheduled shifts on short notice the City will use a form of random call back.

18. SENIORITY

- .01 For current firefighters, seniority shall be established from the date of hire with the Airdrie Fire Department. For firefighters hired subsequently, seniority shall be established from the date of entry into the bargaining unit. A seniority list of the bargaining unit employees at the time this contract is ratified is attached. Any new employees will be added to this list annually.
- .02 Where two or more firefighters enter the bargaining unit on the same day their relative seniority shall be established by the Selection Committee at the time of hiring.
- .03 Firefighters shall not acquire or accrue seniority until the successful completion of their probationary period. However, after successfully completing their probationary period the firefighter's seniority will be recognized from the beginning of the probationary period.
- .04 Seniority shall be lost, all rights forfeited and there shall be no obligation to rehire when:
 - a) The firefighter resigns, retires or abandons their position;

- b) The firefighter is discharged for just cause;
- c) The firefighter is absent without authorized leave, unless there are extenuating circumstances as determined by the Fire Chief, or his designate;
- d) The firefighter is on layoff for more than twelve (12) continuous months without being recalled;
- e) The firefighter fails to return to work within 2 weeks after being notified of recall from layoff;
- f) The firefighter is absent because of illness, disability or injury for a continuous period of twenty-four (24) months.

.05 It is the responsibility of the firefighter to ensure the City has current contact information during a layoff period for recall purposes.

19. LAYOFF AND RECALL

.01 In laying off firefighters and in recalling firefighters from layoff, the City will consider the relevant knowledge, ability and capability of the firefighters to perform the available work as well as their suitability. Where these factors are deemed equal by the City as between two (2) or more firefighters, seniority will govern.

.02 The City will advise the Association of all layoffs or recalls.

20. JOB POSTINGS

.01 If the City decides to fill a vacant position within the bargaining unit, it shall be posted for a period of at least fourteen (14) days.

21. PROMOTIONS

.01 Promotions shall be based on factors relevant to the position, as determined by the City. When making promotions, factors considered may include the attitude, capacity for learning, cultural and values leadership, level of skill, and knowledge of the applicants as determined by the City. When these factors are deemed to be equal, as determined by the City, seniority shall be the determining factor.

22. LEARNING OPPORTUNITIES

.01 Firefighters who are promoted within suppression will complete a twelve (12) month learning period to develop skills in the new role. If at any time during the twelve (12) months the City determines that the promoted firefighter is not meeting the expectations of the new role, the firefighter will revert back to a previously held position

and rank. If at any time during the twelve (12) months the firefighter no longer wishes to continue in their new role, the firefighter can revert back to their previously held position and rank if the position is vacant.

- .02 Firefighters who move to a role outside of the suppression area will complete a twelve (12) month learning period to develop skills in the new role. If at any time during the twelve (12) months the City determines that the promoted firefighter is not meeting the expectations of the new role, the firefighter will either:
- a) Be terminated; or,
 - b) Revert back to a previously held position and rank provided that the previously held position was within the bargaining unit and the role is then vacant.

23. PROBATIONARY FIREFIGHTERS

- .01 During a firefighter's first year worked, he shall be considered to be a probationary firefighter and may be terminated at any time during this period or at the end of the probationary period.
- .02 A probationary firefighter's termination may be grieved but only as far as Step 2 of Article 26. The Director of Community Safety's decision at that step will be final and binding with no recourse to the arbitration process.
- .03 At the Fire Chief's or his designates, discretion, the probationary period may be extended by a further period not to exceed six (6) months. Any such extension must be in writing.

24. TERM EMPLOYEES

- .01
- a) A term employee is a firefighter hired on a temporary full time basis for a specific purpose and for a period not to exceed twelve (12) months. The period may, however, be extended by agreement in writing between the City and the Association. Such agreement shall not be unreasonably withheld.
 - b) Prior to the time of hire, the City shall advise the Association in writing of the expected term of the position.
 - c) Unless agreed to by the Parties, the City shall not engage a term employee to avoid establishing a permanent position or to avoid filling an existing vacancy.
- .02
- a) An employee hired for an expected term of twelve (12) months or more is eligible for all benefits set out in this Agreement, except for the Supplementary Pension / RSP Plan (as outlined in Letter of Understanding #2).

- b) Term employees hired for expected periods of less than twelve (12) months duration are not eligible for benefits.
- .03 A permanent employee on maternity / parental leave shall only be replaced by a term employee.
 - .04 Term employees are subject to the same performance expectations as probationary employees. Appropriate in-house training will be provided.
 - .05 A term employee may not grieve the termination of his employment when no longer required in that position or upon completion of the expected term of the position.
 - .06
 - a) A term employee who subsequently becomes employed in a permanent position with the City shall be credited with the following entitlements earned during his period of term employment, provided not more than ten (10) days have elapsed since he last worked for the City:
 - i) Seniority;
 - ii) Severance pay; and
 - iii) Progression.
 - b) Previously ineligible benefits will commence as per the guidelines outlined in this Agreement.

25. CORRECTIVE ACTION PROCESS

- .01 A firefighter who has completed their probationary period may be disciplined or discharged for just cause.
- .02 Where a firefighter is being disciplined or discharged a meeting will normally be held between the firefighter and management, with advance written/email notification of the meeting to the Association. The firefighter may request the actual presence of an Association representative at the meeting for the purpose of witnessing the discussion. If an Association representative is not readily available, the meeting will proceed in the representative's absence; however, the Association shall receive a copy of the notes taken in the meeting.
- .03 A record of corrective action on a firefighter's file will not be relied on for subsequent disciplinary action once three (3) years has elapsed from the date the original corrective action was invoked, except where:
 - a. The firefighter's file contains a further record of corrective action during the three (3) year period; or,
 - b. The discipline concerned was in respect of substance or other abuse or involved circumstances where the public or other firefighters were at risk.

26. GRIEVANCE AND ARBITRATION PROCEDURES

- .01 A dispute concerning the interpretation, application, operation or alleged contravention of this Agreement shall be considered a grievance and shall be dealt with in the following manner:

Step 1 (Informal Grievance)

A grievance shall be first addressed informally between the firefighter and the Fire Chief, or his designate, with or without an Association representative. If the Association is not present, it is the firefighter's responsibility to advise that a meeting has taken place.

The purpose of the informal discussion is to review the circumstances giving rise to the incident and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure.

Step 2 (Formal Grievance)

Failing satisfactory resolution at Step 1, the grievance may be advanced to Step 2, provided written notice is given to the Director of Community Safety, or his designate, within fifteen (15) days after the Fire Chief's response at Step 1.

- a) The written grievance must be signed by the Association and contain:
 - i) full particulars of the facts underlying the grievance;
 - ii) the Article(s) of the Agreement and/or statutes claimed to have been violated; and,
 - iii) the redress sought.
- b) Within fifteen (15) days of receipt of the written grievance, the Director of Community Safety, or his designate, shall provide the Association with a written response to the grievance.
- c) At the request of either party, a meeting may be held during the Step 2 process.

Step 3 (Arbitration)

- a) Failing satisfactory resolution at Step 2, the grievance may be advanced to arbitration, provided written notice is given to the Director of Community Safety, or his designate, within fifteen (15) days after the Director of Community Safety's response at Step 2.

The notice shall include the name, address, business phone number and business fax number of the Association's nominee to the board of arbitration.

- b) The City shall, within fifteen (15) days following receipt of the arbitration notice, advise the Association of the name,

address, business phone number and business fax number of its nominee to the board of arbitration.

- c) The nominees shall, within fifteen (15) days thereafter, attempt to appoint a chair for the arbitration board. If a chair cannot be agreed upon then the Director of Mediation Services may be asked by either party to appoint the chair.
- d) The arbitration board shall not add to, subtract from, modify or amend the terms of this Agreement. Nor shall the board adjudicate any issue not specifically raised in the grievance.
- e) The decision of the majority of the members of the arbitration board is the decision of the board but, if there is no majority, the decision of the chair governs. Each party is responsible for the fee and expenses of its nominee. The fee and expenses of the chair shall be shared equally by the parties.

.02 The Association or the City may file a policy grievance in appropriate circumstances. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect of remedies or relief affecting individual firefighters.

Policy grievances shall be initiated in writing at Step 2 of the Grievance Procedures within thirty (30) calendar days of the act causing the grievance.

.03 In this Article, unless otherwise stated, "days" shall not include Saturdays, Sundays or named holidays.

.04 a) Should the Firefighter or the Association fail to adhere to any time limit in this article, the grievance shall be considered conceded and abandoned, unless the City and Association have agreed in writing to extend the time limit.

b) Should the City fail to respond within an applicable time limit set out in this article, the grievance shall automatically move to the next step, unless the City and the Association have agreed in writing to extend the time limit.

27. NAMED HOLIDAYS

.01 The following twelve (12) named holidays are recognized under this Agreement:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- .02 To be eligible for a named holiday with pay a firefighter must:
- a) work their full scheduled shift immediately preceding and immediately following the holiday, unless the City has consented to their absence;
 - b) work their shift on a named holiday when scheduled to do so; and
 - c) not be on laid off status or on a leave of absence, sick leave or disability absence.
- .03 Eligible firefighters under Article 27.02 above shall receive twelve (12) hours pay at their regular hourly pay.
- .04 A firefighter whose scheduled hours of work are on a named holiday shall receive time and one half (1½) their regular rate of pay for work performed on the named holiday, in addition to any named holiday pay to which he is entitled under Article 27.03 above.
- .05 Hours in excess of regular scheduled hours on a statutory holiday shall be paid at two times (2) the firefighter's regular rate of pay.
- .06 Stat Banked time accrued and not scheduled for use by the end of the calendar year will be paid out in pay period 24. The 24 hours earned for Christmas Day and Boxing Day can be carried over for use in the coming year.
- .07 Stat Banked time can only be accrued to a maximum of 48 hours. When the maximum of 48 hours is exceeded firefighters will be required to schedule time off. If the firefighter does not schedule a day off, one will be assigned within the current fiscal quarter (3 months).
- .08 Firefighters requesting Stat Banked time off with less than 24 hours' notice, must report for duty as scheduled. The firefighter can then be released by the Officer once it is confirmed that STO coverage is available for the time requested.

28. ANNUAL VACATIONS

- .01 Suppression staff are entitled to an annual paid vacation as follows:
- a) New firefighters will accrue vacation entitlement at an annual rate of 6.6% of annual regular hours worked and meet *AB Employment Standards* by using 2 weeks' vacation annually;
 - b) After six (6) years completed service, a firefighter will accrue vacation entitlement at an annual rate of 8.8% of annual regular hours worked and meet *AB Employment Standards* by using 3 weeks' vacation annually;
 - c) After thirteen (13) years completed service, a firefighter will accrue vacation entitlement at an annual rate of 11% of annual regular hours worked and meet *AB Employment Standards* by using 3 weeks' vacation annually;

d) A firefighter who commenced employment prior to April 1, 1998 and has reached 19 years completed service will accrue vacation entitlement at an annual rate of 13.2% and meet *AB Employment Standards* by using 3 weeks' vacation annually.

.02 Non-Suppression staff are entitled to an annual paid vacation as follows:

a) Employee will accrue vacation entitlement at an annual rate of 6% of annual regular hours worked and meet *AB Employment Standards* by using 2 weeks' vacation annually;

b) After six (6) years completed service, employee will accrue vacation entitlement at an annual rate of 8% of annual regular hours worked and meet *AB Employment Standards* by using 3 weeks' vacation annually;

c) After thirteen (13) years completed service, employee will accrue vacation entitlement at an annual rate of 10% of annual regular hours worked and meet *AB Employment Standards* by using 3 weeks' vacation annually;

d) An employee who commenced employment prior to April 1, 1998 and has reached 19 years completed service will accrue vacation entitlement at an annual rate of 12% and meet *AB Employment Standards* by using 3 weeks' vacation annually.

.03 Earned vacation time must be taken as paid time off. It will not be paid out, except on cessation of employment.

.04 Vacations will be scheduled in accordance with the City's operating needs. However, the City will make reasonable efforts to grant vacations at the time or times desired by the firefighters.

.05 Firefighters will be permitted to use up to a maximum of one years allotted vacation time prior to earning that time with prior approval of the Fire Chief or his designate. Vacation time will not be accrued by an employee who is off work and receiving WCB, EI, STD, or LTD benefits.

.06 Vacation carry-over shall be granted to a maximum of one (1) years' allotment of vacation minus two weeks (84 hours) provided the employee meets *AB Employment Standards* as indicated above.

.07 In the event a firefighter leaves employment with the City in a vacation deficit, the City will recover the financial deficit from the employee.

AB Employment Standards can be found in Appendix B

29. BENEFITS

- .01 Provided a firefighter meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the City or the insurer, the City agrees to share the cost of benefits in accordance with the program as it pertains to the Firefighters Group benefits.
- .02 Participation in the benefits listed above in Article 29.01 is mandatory for all eligible firefighters, except for Dental Care and Extended Health Care where the employee has documented and satisfactory coverage with their spouse or significant other.
- .03 The City's responsibility for the benefits listed in Article 29.01 above is limited to the payment of its share of premiums to purchase the coverages. The City has no liability for the failure or refusal of an insurance carrier to honor a firefighter's claim or to pay benefits and no such action on the part of the carrier will constitute a breach of this Agreement by the City. No dispute related to benefits referred to in this Article, apart from payment of the required premiums, is subject to the grievance and arbitration procedures.
- .04 The City retains the right to change insurance carriers and amend or add to benefit coverages. In such circumstances, the City shall notify the Association accordingly.
- .05 Where an amendment to an existing benefits coverage would result in a substantially reduced benefit to firefighters, prior agreement with the Association is required. If agreement to the changes cannot be reached, the benefits for firefighters shall remain the same.

30. SICK TIME

- .01 A firefighter's sick time entitlement is earned at a rate of 12 hours per month to a maximum accrual of 144 hours annually.
- .02 Non-suppression staff's sick time entitlement is earned at a rate of 8 hours per month to a maximum accrual of 96 hours annually.
- .03 Sick time shall only be paid if the firefighter has sick time accrued. Sick time taken in excess of what the firefighter has accrued shall be taken without pay or by using vacation, banked or stat banked time unless the duration of absence extends into Short Term Disability (i.e. eight calendar days).
- .04 The City has the right to question sick time claimed. Firefighters may therefore be required to submit proof satisfactory to the Employer of any health related absence.
- .05 Firefighters who are unable to come to work due to sickness must notify their team leader not less than one hour prior to the start of the scheduled shift. A firefighter must keep their team leader

advised of any material changes concerning their prognosis for returning to work.

- .06 Sick time entitlement shall not be earned by a firefighter who is off work and receiving EI, STD or LTD benefits. Accrued sick time may be used, however, for family responsibility leave, emergency and personal illness time, as per City of Airdrie guidelines.

31. WCB

- .01 When the Alberta Workers' Compensation Board (WCB) accepts a claim for a work related injury or illness, the firefighter shall receive regular wages for a period not to exceed 180 consecutive calendar days from original day of accepted injury or illness.
- .02 Beyond the 180 consecutive calendar day period, the firefighter shall receive the compensation from WCB as set out in the *Workers' Compensation Act*. The firefighter will continue to pay their portion of all regular and statutory deductions and benefits, including STD, LTD, LAPP, and RSP.
- .03 WCB compensation 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.

32. MEDICAL EXAMINATIONS

- .01 Where the City has cause to believe that a firefighter is unable to return to, or continue to perform, the duties of their position, the firefighter may be required to submit to an Independent Medical Examination ("IME") or a Functional Capacity Evaluation ("FCE").
- .02 The IME or FCE will be conducted by a physician or health professional mutually selected by the City and the Association. The cost of the IME or FCE will be shared by the City and the Association.
- .03 The City will consider the findings and results of the IME or FCE in determining the status of the firefighter, 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 City (which may include a resultant change in wages).

33. WELLNESS AND MEDICAL ASSESSMENTS

- .01 No new member shall be hired into the Airdrie Fire Department without first successfully passing a fitness test and a medical examination indicating his physical ability to properly perform the duties into which he is being hired.

- .02 Each firefighter must complete a wellness assessment and a medical examination confirming his physical ability to properly perform his duties a minimum of every two (2) years. Firefighters who do not meet the fit for duty requirements will be given a specific timeframe to make the necessary improvements. If the employee still cannot meet the physical requirements of the job based on the testing results, job loss or reassignment (which may include a resultant change in wages) may result.
- .03 Where possible, NFPA or WFI standards will be used as guideline documents to assess ability.
- .04 Every second (2nd) year each firefighter must attend a City approved assessment centre for a medical assessment.
- .05 The costs of the assessment will be borne by the City. If scheduling allows, time for assessments will be accommodated during a scheduled shift at regular pay. If this is not possible, the firefighter will receive one and one half (1½) times their regular pay for two (2) hours as compensation for attending the assessment during off duty hours. The firefighter will be responsible for any cost due to missed appointments.

34. UNIFORMS

- .01 The City will provide firefighters with required seasonal uniform issue, personal protective clothing, specialized clothing and gear.
- .02 Each firefighter has the responsibility to maintain a uniform kit with required components for their duties.
- .03 The parties agree to comply with the City of Airdrie Clothing Policy and AFD Standard Operating Guidelines as revised from time to time. Where Uniforms may be considered to be less than what they were previously, mutual agreement is required to proceed with the changes.

35. LEAVES OF ABSENCE

- .01 Bereavement Leave:

For the purpose of this leave, relative means: current spouse, son, daughter, ward, brother, sister, parent, parent of spouse or significant other, grandson, granddaughter, grandparent, son-in-law, daughter-in-law, grandparent of spouse or significant other, or a related dependent of the employee living in the household of the employee.

- ◆ Bereavement leave for a relative – up to 48 hours.
- ◆ Bereavement leave for non-relative – 12 hours.

- ◆ Travel time - an extension of up to 24 hours may be granted for travel in excess of 300 kilometers (one way) at the discretion and approval of the Fire Chief, or his designate.

.02

Court Leave:

A firefighter summoned to appear as a witness for City business during court proceedings shall be paid their regular difference between what they would have earned for their regular hours and the fee received. The City may require employees to furnish a certificate of service from an officer of the court before making any payment. Employees will come to work during those hours that they are not required to attend court.

If a firefighter is called in off duty to act as a witness for City business, they will be paid at an overtime rate of 1.5 times their regular wages for all time worked.

A member shall suffer no loss of pay for serving jury duty.

If a firefighter is appearing in court for a personal matter the firefighter will attend on their own time at no cost to the City.

.03

Maternity, Parental & Adoption Leave:

a) Maternity, Parental and Adoption Leaves are provided to eligible City of Airdrie employees with the commitment that they will be reinstated in the same or similar position and rate of pay as was in effect at the commencement of the maternity, parental or adoption leave.

b) The phrase "date of delivery" shall mean the date when the pregnancy of an employee terminates with the birth of a child or the pregnancy otherwise terminates.

c) Maternity Leave:

- i. Maternity leave for birth mothers is up to 15 weeks. It may be combined with up to 37 weeks of parental leave, for up to a total of 52 weeks of leave.

The 15 weeks of maternity leave for birth mothers is comprised of 'health-related' and 'voluntary' periods as follows:

A. Health-related Period: the six (6) week period during which the employee is absent due to medical reasons. This period is subject to the conditions of normal sick leave provisions and shall include periods prior to and following the date of delivery.

B. Voluntary: the nine (9) week period which the employee chooses at her own discretion and is an unpaid leave.

- ii. Maternity leave can begin at any time within 12 weeks of the estimated date of delivery.
- lii If the pregnancy interferes with the employee's job performance during the twelve weeks before the estimated date of delivery, the employer can require the employee to start maternity leave. The employee must be notified in writing.
- iv. During the pregnancy, the employer will attempt to make reasonable accommodations to modify the firefighter's duties if required. Should this accommodation not be possible, then the employee may apply for leave provisions available in the collective agreement, if applicable. If not, the firefighter may apply to Employment Insurance (EI) for medical leave.
- v. An employee must take at least six weeks of maternity leave after the birth of her child, unless the Fire Chief or designate agrees to early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.
- vi. Application for maternity leave should be made in writing to the Fire Chief or designate at least four (4) months prior to the estimated date of delivery. Maternity Leave will normally commence between five (5) and sixty (60) days prior to the estimated date of delivery or earlier if, in the opinion of the employee's physician, an earlier commencement is necessary.

.04

Parental or Adoption Leave:

- a) Parental or Adoption leave can be taken by birth mothers, birth fathers and adoptive parents, and consists of a maximum of 37 weeks of leave. It can be taken by one parent or split between the two and can be taken at any time during the twelve month period after the child arrives home.
- b) An employee, who takes both maternity leave and parental leave, must take the leaves consecutively.
- c) Parental or Adoption leave can begin at any time after the birth or adoption of the child but it must be completed within 52 weeks of the date a baby is born, or an adopted child is placed with the parent.
- d) If the employer employs both parents of a child, the employer is not required to grant leave to both employees at the same time.

- e) Parental leave requests from the birth mother should be submitted at the time of the request for maternity leave. Parental leave requests from the father should be made with four (4) weeks' notice of the day upon which he intends to commence leave.
- f) Adoption leave should be requested in writing to the Fire Chief, or his designate if possible, a minimum of four (4) weeks prior to the day upon which leave is to commence leave and must include a letter from Alberta Social Services indicating the estimated date of receipt of the child.

.05

Benefits While on Maternity, Parental or Adoption Leave

- a) To qualify for maternity, parental or adoption leave, the firefighter must be employed with the City of Airdrie for at least 52 weeks (1 year).
- b) During the first week of the health-related portion of maternity leave, those employees eligible for Short Term Disability benefits will be paid by the City the difference between their Employment Insurance payment and their regular salary.
- c) During the remaining five (5) weeks of the health-related portion of the leave the employee will be paid by the City the difference between what they would receive on Short Term Disability and Employment Insurance payments.
- d) During the period of voluntary maternity leave and/or during parental leave, the employee will be required to pay their premiums for those health and insurance benefits they are eligible for. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave.
- e) If an employee returns to work after an approved maternity/parental leave, the leave will be considered as continuous employment and the seniority date will remain the same.
- f) Vacation entitlement, statutory holidays and/or sick days will not accrue during maternity/parental leave. Earned holidays and/or sick days will not be used to extend such leave unless otherwise authorized by the Fire Chief or designate.
- g) Employees are required to provide the Fire Chief, or his designate, a minimum of one (1) month notice of their return to work date and/or a change of their return to work date. If an employee decides not to return to work, it is the City's preference they provide one month's written notice prior to the expiration of the leave.

.06

Compassionate Leave:

Compassionate leave may be granted to employees who have to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of death. The leave will be unpaid and will be up to 8 weeks in length.

Those who provide care to a parent, child, spouse, brother, sister, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, foster child, ward, guardian, or a gravely ill person who considers the claimant to be like a family member are able to claim the benefit.

Leave may be shared by two or more employees of the same family, but the total leave cannot exceed 8 weeks. Employees should provide their Fire Chief, or his designate, with reasonable notice (when possible) in writing of the date compassionate leave begins and the expected date of return.

During the leave, an employee will be required to pay their premium for those health and insurance benefits they are eligible for. This payment should be made in advance or by post-dated cheques prior to the date of expected commencement of leave.

Upon returning to work the leave will be considered as continuous employment and the seniority date will remain the same.

.07

Union Leave:

Firefighters can trade shifts for purpose of attending union executive business provided that all trades are approved by the Fire Chief, or his designate, and there is no cost to the City.

36. REFRESHMENTS

.01

The City shall make provisions for supplying refreshments to the firefighters on duty at an incident and/or to those who have worked overtime for a period in excess of three (3) hours, or to firefighters who are called back and required to standby for a period in excess of three (3) hours and which occurs over the normal meal time. Further refreshments shall be supplied at the discretion of the Officer in charge of the incident. The Officer in charge shall ensure the costs of such refreshments are within reasonable limits.

37. NO DISCRIMINATION

.01

The parties of this Agreement agree that there shall be no discrimination or restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, political status, by reason of any protected grounds

contained in the Canadian or Alberta Human Rights legislation, or by reason of his membership or activity in the Union.

38. LINE OF DUTY DEATH

- .01 The Employer agrees to contribute up to a maximum of five (5) thousand dollars towards the costs incurred to provide a full honours Line of Duty Death ceremonial service for an active firefighter covered by this collective agreement and whose death has been attributed to the work they perform on behalf of the employer and has been ruled as compensable by WCB. Such services will be in keeping with the AFD accepted protocols.

39. LIABILITY INSURANCE

- .01 The City agrees to continue and maintain liability insurance coverage for firefighters while carrying out their duties on behalf of the City. This includes paying for legal expenses and settlement costs arising from actions or lawsuits against a member, except where the claims arise from the member's gross negligence or disregard for his duties as a firefighter. In the event the City wishes to reduce the dollar amount of liability coverage, it can only be done by mutual agreement with the Association.

40. SHORT TERM AND LONG TERM DISABILITY

- .01 Suppression Staff: After eight (8) calendar days of illness (regardless of whether work was scheduled during that time or not), or on the day of injury, the City's short term disability plan comes into effect for the firefighter. Upon the expiration of the short term disability (17 weeks), the City's long term disability comes into effect. The firefighter will continue to pay their portion of all regular and statutory deductions and benefits, including STD, LTD, LAPP and RSP contributions (if applicable).
- .02 Non-suppression Staff: After seven (7) calendar days of illness (regardless of whether work was scheduled during that time or not), or on the day of injury, the City's short term disability plan comes into effect for non-suppression staff. Upon the expiration of the short term disability (17 weeks), the City's long term disability comes into effect. The employee will continue to pay their portion of all regular and statutory deductions and benefits, including STD, LTD, LAPP and RSP contributions (if applicable).

41. TRAINING

- .01 The parties agree to comply with the Airdrie Fire Department Standard Operating Guideline in Training (S.O.G. # 6.21) as revised from time to time. Changes to this SOG will be in consultation with the Union through the Labour Management Committee.

42. SENIOR FIREFIGHTER

- .01 Effective first pay period of 2015 the rank of Senior Firefighter shall be added to Appendix A at the rate of 103.5% of a 1st Class Firefighter. Senior Firefighter class is reached after 8 years of completed service.

43. SERVICE PAY

- .01 Effective January 1, 2017 Service Pay to be paid beginning at the conclusion of 10 years of service and increasing to the next step at the conclusion of 15, 20, 25 and 30 years by the following increments:

Years of Continuous Service	Dollars per Year
10 – 14	\$600.00
15 – 19	\$800.00
20 – 24	\$1,000.00
25 – 29	\$1,200.00
30 +	\$1,400.00

44. DURATION OF AGREEMENT

- .01 This Agreement shall be effective January 1, 2015 and will continue in force until December 31, 2017. Where notice to commence collective bargaining has been served in writing by either party not more than 180 days and not less than 60 days preceding the expiry of the term, the Agreement shall continue in force until a new collective agreement is in effect or until the right of the Association to represent the firefighters is terminated.
- .02 Where notice to commence collective bargaining is not served within the time specified above, the Agreement shall continue to operate for a further term of one (1) year until December 31, 2018, as set out in the *Labour Relations Code*.

IN WITNESS THEREOF, the parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

THE CITY OF AIRDRIE

AIRDRIE PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 4778 OF THE IAFF

MARK LOCKING,
DIRECTOR COMMUNITY SAFETY

TREVOR BREITENBUCHER
PRESIDENT

KEVIN WEINBERGER,
FIRE CHIEF

MATT ELGIE,
SECRETARY

TERESA LYNN-POTTER,
HUMAN RESOURCES

MIKE SOWERBY,
TREASURER

Appendix "A" Regular Rates of Pay

Firefighters:

		January 2015	January 2016	January 2017
<i>Platoon</i>	135.0%			\$134,276.97
<i>Captain</i>				\$61.48
<i>Captain</i>	122.0%	\$115,952.48	\$118,967.25	\$121,346.60
		\$53.09	\$54.47	\$55.56
<i>Lieutenant</i>	112.0%	\$106,448.18	\$109,215.84	(position removed)
		\$48.74	\$50.01	
<i>Senior Firefighter</i>	103.5%	\$98,369.53	\$100,927.13	\$102,945.67
		\$45.04	\$46.21	\$47.14
<i>Firefighter 1st Class</i>	100.0%	\$95,043.02	\$97,514.14	\$99,464.42
		\$43.52	\$44.65	\$45.54
<i>Firefighter 2nd Class</i>	92.5%	\$87,914.79	\$90,200.58	\$92,004.59
		\$40.25	\$41.30	\$42.13
<i>Firefighter 3rd Class</i>	84.5%	\$80,311.35	\$82,399.45	\$84,047.43
		\$36.77	\$37.73	\$38.48
<i>Firefighter Probationary</i>	74.6%	\$70,902.09	\$72,745.55	\$74,200.46
		\$32.46	\$33.31	\$33.97

Advancement is dependent on completion of years and qualifications as outlined in S.O.G 1.5.

Fire Prevention Officer Regular Rates of Pay:

		January 2015	January 2016	January 2017
FPO	122.0%			\$121,346.60
Level III				\$58.34
FPO	112.0%	\$106,448.18	\$109,215.84	\$111,400.15
Level II		\$51.18	\$52.51	\$53.56
FPO	106.0%	\$100,745.60	\$103,364.99	\$105,432.29
Level I		\$48.44	\$49.69	\$50.69

The Fire Prevention Officer position is based on a 40 hour work week and the regular rates of pay for Fire Fighters.

Appendix "B" AB Employment Standards Vacation

[Alberta Labour Standards Vacations-and-Vacation-Pay.pdf](#)

Excerpt

The entitlement to vacations and vacation pay are intended to ensure that employees annually have a rest from work without loss of income.

The basic entitlement to annual vacations is as follows:

- 2 weeks after each of the first 4 years of employment, and
- 3 weeks after 5 consecutive years of employment and each year of employment after that.

Therefore, employees are entitled to take two weeks' vacation in each year from the second to the fifth year of employment, and each year after the fifth anniversary they are entitled to three weeks' paid vacation.

**LETTER OF UNDERSTANDING #1
BETWEEN
THE CITY OF AIRDRIE
AND
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 4778**

RE: ALTERNATIVES TO SUPPLEMENTARY PENSION PLAN

It is the intent of both the Association and the Employer to research and establish an alternative to the Supplementary Pension Plan. This plan will provide Firefighters with retirement savings in addition to the Local Authorities Pension Plan.

It is understood that the plan will not result in additional administrative cost to the City of Airdrie and will be limited to the current cost of the Supplementary Pension Program. The program will be voluntary, with entry into the program occurring at start of year only. The same guidelines as the Supplementary Pension program will remain, unless an alternate pension plan is agreed to.

In the interim, a two (2) year vested RSP program will be used for firefighters who sign up for the program.

Firefighters will be eligible to participate in the interim RSP plan starting January 1, 2011.

Signed this _____ day of _____, 2016.

City of Airdrie

Airdrie Professional Firefighters
Association, Local 4778 of the IAFF

LETTER OF UNDERSTANDING #2

**BETWEEN
THE CITY OF AIRDRIE
AND
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 4778**

RE: NEW OFFICER QUALIFICATION REQUIREMENTS

Officers must meet updated qualification requirements by January 1, 2019. Failure to meet these qualifications will result in the officer being reverted back to the next lower qualified position.

Signed this _____ day of _____, 2016.

City of Airdrie

Airdrie Professional Firefighters
Association, Local 4778 of the IAFF
