

COLLECTIVE AGREEMENT

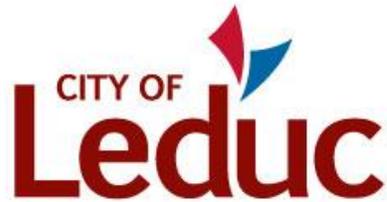
BETWEEN:

THE CITY OF LEDUC

A municipal corporation in the Province of Alberta
("Employer")

AND:

**LEDUC FIRE FIGHTER'S ASSOCIATION,
LOCAL 4739 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
("Union")



January 1, 2018 to December 31, 2020

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PREAMBLE

The parties acknowledge that the primary purpose of the Employer and the Employees is to:

- (a) provide quality service to the residents;
- (b) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (c) recognize the mutual value of joint discussions and negotiations; and
- (d) encourage efficiency in operations.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of the management, that the provisions of this Agreement will be carried out.

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

- 1.01 This Agreement is effective from January 1, 2018 up to and including December 31, 2020 and from year to year thereafter until replaced by a new Agreement.
- 1.02 Notice to meet and bargain collectively shall be made in writing by either party no more than one hundred and twenty (120) calendar days and not less than sixty (60) days from the expiry date of this Agreement. Proposed amendments shall be exchanged at the first meeting.
- 1.03 Amendments to this Agreement may be made, by mutual agreement, at any time through a properly executed letter of understanding.

ARTICLE 2: SCOPE

This Agreement shall apply to all members of the bargaining unit of the Union described as "all Fire Fighters" in Certificate Number 241-2009 issued on November 20, 2009 by the Alberta Labour Relations Board.

ARTICLE 3: DEFINITIONS

- 3.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context requires.
- 3.02 “Basic Rate of Pay” shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Agreement, exclusive of all premium payments.
- 3.03 “Continuous Service” shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination, dismissal, resignation or non-approved inactivity for greater than six months.
- 3.04 “Employer” shall mean the City of Leduc.
- 3.05 “Employee” shall mean a person covered by this Agreement and employed by the Employer.
- 3.06 “Extended Family” shall mean aunts, uncles, nieces, nephews, cousins (once and twice removed) and includes the current common-law relationships of the Employee.
- 3.07 “Full-time Employee” shall mean one who is regularly scheduled to work the hours specified in Article 7. Hours of Work.
- 3.08 “Immediate Family” shall mean spouse, children, step-children, parents, step-parents, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, step-grandparents, grandchildren and includes the current common-law relationships of the Employee.
- 3.09 “Union” shall mean Leduc Fire Fighter’s Association, Local 4739 of the International Association of Fire Fighters.
- 3.10 “Paid On-Call Employee” is an Employee who may be regularly scheduled to work less than the Full-time Employee hours specified in Article 7. Hours of Work, and includes an Employee who is not regularly scheduled to work but responds on a call basis at the Employer’s request in response to an incident.
- 3.11 “Senior Fire Fighter” is an Employee who has held the rank of First Class Fire Fighter for a minimum of six (6) consecutive years.
- 3.12 “Standby” means a period of time where an Employee is immediately available to return to work.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Employer reserves all rights not specifically restricted in this Agreement.
- 4.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Agreement;
 - (b) determine the nature and type of services to be provided by the Employer, the methods and techniques of work;
 - (c) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - (d) hire, promote, classify, transfer, lay-off and re-call Employees; and
 - (e) demote, discipline, suspend, or discharge Employees.

ARTICLE 5: NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by reason of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, or an Employee's activities associated with participation with the Union, except to the extent permitted by law as a *bona fide* occupational requirement.

ARTICLE 6: NO SOLICITING

The Union agrees that there shall be no soliciting by any Employees of individual members of City Council for the purpose of obtaining special privileges in respect to rates of pay, working conditions, or any other matter covered by this Agreement.

ARTICLE 7: HOURS OF WORK

7.01 Full-time Employees

Regular hours of work shall be an average of forty-two (42) hours per week achieved over a fifty-six (56) day cycle based on an eight (8) day platoon shift cycle ("tour") scheduled as twenty-four (24) hours on-duty, followed by twenty-four (24) hours off-duty, followed by another twenty-four (24) hours on-duty, followed by one hundred and twenty (120) hours off-duty. Shift start times shall be 07:00 hours.

7.02 Fire Prevention Investigation and Quality Assurance

- (a) Hours of work shall be eight (8) hours per day, five (5) days per week, from 08:00 hours to 17:00 hours, with one (1) hour unpaid for lunch.
- (b) Members under 7.02 (a) may from time to time, suggest alternative work schedules. The schedule must be approved by the Fire Chief and meet the following criteria:
 - i. Must equal 2080 hours per year.
 - ii. All regular scheduled hours shall be worked Monday-Friday between 07:00 hours and 18:30 hours.
 - iii. Hours worked in excess of eight (8) hours per day, or forty-four (44) hours per week, whichever is greater, will be considered to be overtime and remunerated as such.
 - iv. Under 7.02 (b) (ii), where an agreed alternative schedule consists of a compressed work week of four (4) times ten (10) hour shifts, only those hours worked in excess of ten (10) hours per day, or forty-four (44) hours per week, whichever is greater, will be considered overtime and remunerated as such.

ARTICLE 8: EXCHANGE OF SHIFTS

8.01

- (a) Where an Employee wishes to change shifts with another Employee, on a seat-for seat basis, the application shall be made "in writing" to the Employer for approval of such a change, not less than twenty-four (24) hours before the shift in question is due to commence. The application shall be recorded in machine readable format by the Employee(s) involved.
- (b) Approval will not be forthcoming for a shift change which would result in an Employee being excused from scheduled training. The Fire Chief, or their designate may approve such a change at their sole discretion.

- (c) The Employer will not be held financially responsible for shift trades between Employee(s). If a member resigns, retires, or is terminated, or while active owes any other Employee of the fire department a repayment of shifts, the Employee(s) involved will not request the Employer for monies owed because the Employee is not able to “repay” shifts owing for any reason.
- (d) An Employee who has exchanged shifts shall be deemed unavailable for scheduled work for the duration of that shift period.
- (e) In the event that a relief Employee fails to report for duty because of illness, they shall provide at their own cost, a medical certificate for the time absent to the Fire Chief. If an Employee fails to report for two (2) incidents within a six (6) month period, if they fail to provide a relief Employee for themselves, or they fail to report for any other reason, their shift trading privileges shall be suspended for a period not to exceed six (6) months.

8.02 Approved exchanges under this article shall be recorded on the appropriate shift schedule.

ARTICLE 9: OVERTIME

9.01 All authorized hours worked in excess of

- (a) A Full-time Employee’s regular hours of work, or
- (b) In the case of a Paid On-Call Employee, Full-time Employee equivalent hours of work, as specified in Article 7. Hours of Work, shall be overtime. Except where expressly provided otherwise in this Agreement, overtime will be no less than two (2) hours on each occurrence, and shall be paid at two times (2x) the Employee’s Basic Rate of Pay. Overtime shall be calculated in fifteen (15) minute increments rounded up to the nearest increment.

9.02 Overtime immediately following the completion of the Employee’s regular shift that is authorized by the Employer and worked by an Employee shall be paid at two-times (2x) the Employee’s Basic Rate of Pay.

9.03 The over-time rate for, meetings, and work-related court duty shall be one and one-half times (1 1/2X) the Employee’s Basic Rate of Pay.

ARTICLE 10: CALL-BACK AND GENERAL CALL-OUT

- 10.01 Call-back occurs when an Employee is called back to the work site and is required to work overtime after the completion of their regular shift on that day. For each call, the Employee shall be paid for all hours worked, or two (2) hours, at two times (2x) their Basic Rate of Pay, whichever is greater.
- 10.02 General call-out to all Employees occurs when the Employer requests the attendance of Employees at the work site in response to an incident. An Employee who responds to a general call-out shall be paid for all hours worked, or two (2) hours, at their regular rate of pay. Where overtime applies the Employee shall be paid for all hours worked, or two (2) hours, at one and one-half times (1 1/2X) their Basic Rate of Pay, whichever is greater.

ARTICLE 11: STANDBY

11.01

- (a) Employees shall receive pay of two dollars and fifty cents (\$2.50) per hour while on Standby.
- (b) Employees eligible for Ambulance Standby will be assigned shifts as per operational policy. In the case of a short notice vacancy, employees shall respond within sixty (60) minutes of notification.

ARTICLE 12: SALARIES

- 12.01 Rates of pay shall be as per Schedule "A" attached to and forming part of this Agreement.
- 12.02 The work year for wages is based on 2190 regular hours of work, averaging 42 hours of work per week achieved over a 56-day cycle. An Employee must accumulate 2190 hours worked in order to advance to the next rank or a wage increase in Schedule "A". For Fire Prevention Investigation and Quality Assurance, refer to Article 7 (Hours of Work).
- 12.03 Advancement to the next rank or a wage increase in Schedule "A" may be withheld by the Employer when the Employee is not satisfactorily meeting the requirements for the position. In such event, the Employer is required to provide the Employee with a written evaluation of the Employee's performance.
- 12.04 When an Employee, designated by the Fire Chief, is relieving a rank higher than First Class Fire Fighter, the Employee shall be paid at the rate of pay for the rank in which the Employee is relieving for all hours worked in that given shift.

12.05 *Shift Differential*

A shift differential of \$1.00 per hour shall be paid for regularly scheduled hours actually worked between 17:00 hours and 07:00 hours. Shift differential shall not be subject to overtime percentages and will be paid out at \$1.00 per hour regardless of the rate of pay the Employee is earning for the time worked.

ARTICLE 13: PYRAMIDING

13.01 Except where expressly authorized in this Agreement, there shall be no pyramiding of premiums.

13.02 Where two (2) or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 14: PROBATIONARY PERIOD

14.01 New Employees shall serve a probationary period of

- (a) twelve (12) months from date of hire and 2190 hours worked, inclusive of training for Full-time Employees; and
- (b) twelve (12) months from date of hire and 500 hours worked, exclusive of training, and Standby hours, for Paid On-Call Employees.

14.02 Where a Full-time Employee is absent for an accumulated total of six (6) or more shifts during the probationary period, the Employer may extend the probationary period by the total number of shifts the Employee was absent. The probationary period may also be extended by mutual agreement between the Employer and the Union.

14.03 The Employer has the right to terminate the employment of a probationary Employee at any time and for any reason during the probationary period without notice or payment in lieu of notice.

14.04: A Paid On-call Employee, who has successfully competed for a Full-time position, will have hours completed in the Paid On-call role credited to the required 2190 probationary hours for the Full-time position.

ARTICLE 15: GENERAL HOLIDAYS

15.01 The following shall be recognized as General Holidays:

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

and any other day designated as a General Holiday by the Lieutenant Governor in Council under the *Employment Standards Code*.

15.02 An eligible Employee shall receive twelve (12) hours pay at their Basic Rate of Pay for each General Holiday.

15.03 An eligible Employee shall receive one and one half times (1 1/2x) their Basic Rate of Pay for all hours worked on the General Holiday.

15.04 An eligible Employee is not entitled to General Holiday pay if the Employee:

- (a) does not work on a General Holiday when scheduled to do so;
- (b) is absent from their employment, without the consent of the Employer, for all or part of their last shift preceding or their first shift following the General Holiday; or
- (c) is on unpaid leave or long-term disability on the General Holiday.

15.05 Float Day

- (a) All Full-time Employees are eligible to take one (1) float day (twenty-four hours) per calendar year. Eligible Employees shall be permitted to divide the float day, to be taken over two separate days of two (2), twelve (12) hour blocks of time.
- (b) The float day must be pre-approved by the Employee's supervisor.
- (c) Full-time Employees commencing employment after July 1, in a given year, shall receive a twelve (12) hour float day.
- (d) Fire Prevention Officer and Quality Assurance staff shall be eligible to take one (1) float day of eight (8) hours per calendar year.

ARTICLE 16: ANNUAL VACATION

16.01 Full-time Employees shall accrue annual vacation entitlement, calculated at forty-two (42) hours per week at the Employee's Basic Rate of Pay, as follows:

Completed Years of Service	Vacation Entitlement
1 ST – 5 th Year	144 Hours (6 twenty-four hour shifts)
6 th – 12 th Year	168 Hours (7 twenty-four hour shifts)
13 th – 19 th Year	216 Hours (9 twenty-four hour shifts)
20 th Year or any year thereafter	264 Hours (11 twenty-four hour shifts)

Paid On-Call Employees shall receive vacation pay based on a fixed percentage of gross regular earnings in the calendar year, payable on each pay as follows:

Completed Years of Service	Vacation Pay Entitlement
1 ST Year	4%
Following the 1 st year – 5 th Year	6%
6 th – 12 th Year	8%
13 th – 19 th Year	10%
20 th Year or any year thereafter	12%

Note: After the first calendar year of employment a Paid On Call Employee will move to the next vacation pay entitlement after working the equivalent number of Full-time hours (e.g. 2190 hours per year).

- 16.02 Vacation entitlement during a Full-time Employee's first year of service shall be prorated according to the Employee's start date with the Employer.
- 16.03 Vacation entitlement during a Full-time Employee's final year of service shall be prorated according to the Employee's termination date.
- 16.04 The Union will establish the vacation schedule annually by March 1 and the Fire Chief will approve the vacation schedule by April 1.
- 16.05 Service is Continuous Service as an Employee of the City, including organizations which the City absorbs providing proof of start date is obtained, without a break in pay for greater than three (3) months with the exception of approved leaves.
- 16.06 Vacation is not accrued while an Employee is on long term disability or on either WCB or an approved unpaid leave, for greater than one month; upon returning to work service is treated as continuous.

ARTICLE 17: SICK LEAVE

- 17.01 Sick leave is provided to eligible Employees for the purpose of maintaining the Basic Rate of Pay during an Employee's absence from a regularly scheduled shift due to illness, quarantine or accident for which compensation is not payable under the *Workers' Compensation Act*.
- 17.02 Sick leave credits shall accrue from the first day of employment at a rate of 18 hours per month to a maximum of 1008 hours.
- 17.03 Sick leave credits shall not accrue during the period of any absence in excess of ninety (90) calendar days or more, except annual vacation, quarantine or WCB.
- 17.04 When an Employee has accrued the maximum sick leave credits of 1008 hours, the Employee shall not continue to accrue sick leave credits until such time as the Employee's total accumulation of sick leave credits is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
- 17.05 Any lost time due to illness or injury, except those hours paid pursuant to the *Workers' Compensation Act*, shall be deducted from the Employee's accumulated sick leave credits.
- 17.06 When an Employee requires time-off for the purpose of attending a medical or dental appointment such absence shall be deducted from the Employee's accumulated sick leave credits, provided that the Employee:
- (a) has received prior authorization from the Employer for the appointment; and
 - (b) is unable to schedule the appointment during non-working hours.
- Employees may be required to submit satisfactory proof of the appointment to the Employer.
- 17.07 In the case of an unexpected illness, it is the responsibility of the Employee to report such absence to the Employee's direct supervisor at the earliest possible time prior to the start of the Employee's shift. Failure to properly notify the supervisor may result in sick leave being denied.
- 17.08 Where an Employee's illness or injury is of a duration of two (2) consecutive shifts or more, a medical certificate may be required to be provided to the Employer in order to be eligible for paid sick leave. The Employer has the discretion to request a medical certificate at any time for cause and at the Employer's expense. At the Employer's request and expense, an Employee shall visit another medical practitioner determined by the Employer for purposes of an independent medical examination and report.
- 17.09 When all accrued sick leave credits have been exhausted and illness continues an Employee shall first exhaust any accrued vacation entitlement and then shall be deemed to be on an unpaid leave of absence and may apply for Employment Insurance for the duration of illness or until long term disability has been approved.

- 17.10 Sick leave shall not be granted for illness which occurs after an Employee commences vacation unless the Employee is hospitalized for the illness. The Employee will be required to provide a medical certificate signed by a physician.
- 17.11 Employees who are ill for greater than twenty-one (21) calendar days, may be required to provide the Employer with a medical certificate, from the attending physician, indicating they are fit to return to work at the time of their return to work, at the expense of the Employer.
- 17.12 The Employer may provide modified work to an Employee when the Employee provides the Employer with a medical certificate indicating they are fit for modified duties. Where ever possible the modified work schedule will mirror as closely as possible the Employee's normal work shift pattern.

ARTICLE 18: FAMILY LEAVE

- 18.01 If an Employee is unable to report to work as a result of illness of an Immediate Family member requiring the Employee's personal attention, the Employee shall advise their immediate supervisor as soon as possible and with approval shall be eligible to use banked sick credits. If sick credits are not available then either accrued vacation days, banked overtime, or unpaid leave of absence for hours not worked can be used.
- 18.02 Family leave shall not exceed sixty (60) hours per year.
- 18.03 Supervisor's approval of an Employee's family leave may be subject to satisfactory proof of illness of the Employee's Immediate Family member.

ARTICLE 19: LEAVE OF ABSENCE WITHOUT PAY

- 19.01 A leave of absence without pay is any leave other than those outlined elsewhere in this Agreement and may be granted:
- (a) Where the request for a leave is submitted to the Employer in writing and includes information regarding the nature of the leave, the duration of the leave and the expected date of return to work;
 - (b) For reasons acceptable to the Employer;
 - (c) On a without pay or benefits basis;
 - (d) Not exceeding one calendar year in duration;
 - (e) Notwithstanding Article 19.01(c), subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying 100% of the premium cost to the Employer at the commencement of the leave;
 - (f) Providing the operations of the City of Leduc Fire Services are not impaired such requests for leave shall not be unreasonably denied.

- 19.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) calendar days prior to the date of return specified in accordance with Article 19.01(a) if the date of return is earlier than that specified in Article 19.01(a). In the case of an Employee request to return to work on a date earlier than specified in Article 19.01(a), allowing an earlier return as requested will be at the discretion of the Employer and the Employer may demand that the Employee not return until the date specified under Article 19.01(a). Failure to return from a leave of absence on the date specified either in accordance with Article 19.01(a) or Article 19.02 will automatically terminate employment barring unforeseen special circumstances that call for compassionate consideration.
- 19.03 At the commencement of the leave of absence all sick and vacation credits will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of the leave.
- 19.04 An Employee shall be granted a leave of absence without pay, in accordance with the *Local Authorities Election Act*, to seek election to the council of the Employer.

ARTICLE 20: BEREAVEMENT LEAVE

- 20.01 Bereavement leave will be granted to Employees, as needed, for the purpose of attending and/or making arrangements for the funeral, or memorial service, of any Immediate or Extended Family member.
- 20.02 An Employee will be granted bereavement leave for up to five (5) consecutive days, following the death of any Immediate Family member. Bereavement leave may be extended by up to two (2) additional consecutive days where the Employee is required to travel in excess of five hundred (500) kilometres from the Employee's residence.
- 20.03 In the event of the death of an Extended Family member, an Employee will be granted up to three (3) consecutive days, as needed, for the purpose of attending and/or making arrangements for the funeral, or memorial service.

ARTICLE 21: MATERNITY/ADOPTION LEAVE

- 21.01 Eligible Employees with one continuous year of service are entitled to maternity and parental leave in accordance with the Alberta *Employment Standards Code*.
- 21.02 Maternity and parental leave are unpaid leaves of absence, except for the health related portion of a maternity leave where an Employee may use accrued sick leave. The health related portion of a maternity leave is determined by a physician. The Employee shall provide the Employer with documentation from her physician indicating the health related portion of the maternity leave.
- 21.03 Maternity leave is for a period of not more than sixteen 16 weeks, inclusive of any health related portion of it. The combined maternity leave and parental leave for an Employee shall not exceed 62 weeks.

- 21.04 Maternity leave may be commenced at any time thirteen (13) weeks prior to the expected date of delivery. An Employee taking maternity leave shall give the Employer at least six (6) weeks written notice of the date she intends to begin maternity leave, unless the Employee suffers from pregnancy related complications and she provides the Employer with a medical certificate indicating the estimated date of delivery and that she is unable to work due to medical complications related to the pregnancy.
- 21.05 If an Employee gives birth before requesting maternity leave or commencing maternity leave, the maternity leave will be deemed to have commenced on the date of the birth of the child.
- 21.06 An Employee who intends to take maternity leave and parental leave shall advise the Employer in writing before she goes on maternity leave that she will be taking parental leave.
- 21.07 During the health related portion of maternity leave, an Employee's benefits are continued in the same manner as they were prior to the Employee going on maternity leave. Other than the health related portion of the maternity leave, the Employee may continue benefits during the maternity leave by paying the Employer and Employee premiums for the benefits.
- 21.08 When a pregnancy interferes with the performance of an Employee's duties, or the Employer or the Employee have concerns for the Employee's health or safety, upon a doctor's recommendation the Employer may temporarily transfer or relieve the pregnant Employee from specific duties or require the Employee to commence maternity leave. The Employee shall not suffer any loss of pay or benefits during a temporary transfer or relief from specific duties.
- 21.09 An Employee on maternity leave must give the Employer at least four (4) weeks written notice of the date she is returning to work.
- 21.10 Parental leave includes leave to adopt a child. Parental leave is for a period of up to sixty-two (62) weeks.
- 21.11 An Employee must give the Employer at least six (6) weeks written notice of the date parental leave will commence, unless there is a medical condition of the birth mother or child which makes it impossible to comply with such requirement or if the date of the child's placement with the adoptive parent is not foreseeable.
- 21.12 An Employee on parental leave may continue benefits by paying the Employer and Employee premiums for the benefits.
- 21.13 An Employee on parental leave shall give the Employer at least four (4) weeks written notice of the date the Employee will return to work.
- 21.14 Where both parents of a child work for the Employer, the Employer is only required to give parental leave to one parent at a time and the combined parental leave of the parents shall not exceed sixty-two (62) weeks.
- 21.15 While an Employee is on maternity or parental leave, sick and vacation will not accrue, nor will the Employee be eligible for general holiday pay.

21.16 An Employee who returns to work from maternity or parental leave will be placed in the same position held immediately before going on such leave, without loss of seniority. If the same position is not available, the Employer will place the Employee in a similar position with the same Basic Rate of Pay of the position immediately held by the Employee before the Employee went on such leave.

ARTICLE 22: LEAVES - OTHER

Compassionate Leave

22.01 An Employee will be granted leave for compassionate care if he has to be absent from work to provide care or support to a gravely ill Immediate Family member at risk of dying within 26 weeks.

22.02 An Employee who has applied for compassionate care benefits through Employment Insurance will be paid their regular pay if he must serve a waiting period (maximum 2 weeks) before EI benefits begin to be paid. The remainder of the leave will be without pay to a maximum of 6 weeks. The Employee must provide the Employer proof of EI benefit payment.

22.03 *Court Appearance/Jury Duty*

- (a) When an Employee is summoned to jury duty, subpoenaed as a witness for the Employer or represents the Employer in his official capacity, leave of absence without loss of pay or benefits shall be granted. Pay for court leave shall be at the Employee's Basic Rate of Pay unless overtime applies in accordance with Article 9: Overtime.
- (b) Any juror's or witness fee paid to the Employee must be remitted to the Employer. Employees will be required to provide a certificate of service from an Officer of the Court or quasi-judicial body.

22.04 *Union Leave*

When the Union requires a leave of absence for the Union executive to attend Union business, they shall apply to the Fire Chief four (4) days in advance of the days required. Such leave shall be granted with pay provided the leave of absence does not interfere with the efficient operation of the Fire Department, and the Union supplies a stand-in Employee of equal qualification to the Employee requesting such leave. It is understood that stand-ins are at no cost to the Employer. If compensation is to be paid to the stand-in, such compensation shall be paid by the Union and in this event the Union shall indemnify the Employer should any claim be made against it for compensation.

ARTICLE 23: WORKERS' COMPENSATION

- 23.01 (a) If an Employee is incapacitated and unable to work as a result of an accident or illness sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident or illness, the Employee will receive their Basic Rate of Pay for the remainder of their shift.
- (b) A Full-time Employee who is incapacitated and unable to work past the date the accident or illness occurred as a result of an accident or illness sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to be compensated by the Employer for the duration that The Worker's Compensation Board determines is eligible for compensation benefits. The Worker's Compensation Board will direct the benefit payments to the Employer. The Employee will retain all benefits and the Employer will continue to pay the Employer portion of the cost to maintain such benefits.
- (c) A Paid On-Call Employee who is incapacitated and unable to work past the date the accident or illness occurred as a result of an accident or illness sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall receive compensation benefits directly from the Workers' Compensation Board.
- 23.02 An Employee receiving compensation benefits pursuant to Article 23.01 shall be deemed to be on Workers' Compensation leave and shall:
- (a) Remain in the Continuous Service of the Employer;
- (b) Not be entitled to General Holiday pay falling within the period of Workers' Compensation leave; and
- (c) Stop accruing vacation credits if on leave for more than sixty (60) calendar days.
- 23.03 The provisions of this Article do not apply where an Employee is permanently incapacitated from serving as a worker and is in receipt of Workers' Compensation pension.

ARTICLE 24: EMPLOYEE BENEFIT PLANS

- 24.01 Contributions shall be made for the following insured benefits as specified below for all eligible Employees:
- (a) **Life Insurance and Accidental Death & Dismemberment ("AD&D")**: Employer pay one hundred percent (100%) of the premium cost of life insurance and AD&D following one (1) month of employment in a benefit eligible position.

- (b) **Dental:** Employer pay Eighty percent (80%) and Employee pay twenty percent (20%) of the premium cost of the dental plan following three (3) months of employment in a benefit eligible position.
- (c) **Extended Health Care Plan:** Employer pay one hundred percent (100%) of the premium cost of Extended Health Care Plan following three (3) months of employment in a benefit eligible position.
- (d) **Group Accident Insurance:** Employer pay one hundred percent (100%) of the premium cost of Group Accident Insurance as of the first day of employment in a benefit eligible position.
- (e) **Employee Assistance Program (EAP):** Employer pay one hundred (100%) of the premium cost of Employee Assistance Program as of the first day of employment in a benefit eligible position.
- (f) **Long Term Disability:** Employee pay one hundred percent (100%) of the premium cost of Long Term Disability Insurance following three (3) months of employment in a benefit eligible position.

24.02 The Employer and eligible Employees shall participate in the Local Authorities Pension Plan in accordance with the Plan rules and regulations and as covered by the *Local Authorities Pension Act*.

24.03 An Employee who is laid off shall cease to be a member of any benefit plans commencing on the effective date of layoff unless the laid off Employee elects to cover 100% of all costs associated with the benefit plan premiums. Such options are limited to a maximum of one calendar year and are subject to approval by the benefits provider.

24.04 \$500 per annum to be made available to POC members to offset benefit costs, effective the date of ratification, prorated for that year, and for the year in which a new member commences employment.

ARTICLE 25: JOB POSTING AND TRANSFERS

25.01 When a permanent vacancy occurs or a new position is created in any classification which comes within the scope of this Agreement, the Employer shall post notice of such vacancy or new position at the Fire House for at least seven (7) calendar days before filling the position. Posted notice shall clearly state the requirements for the posted position. Such positions shall be filled by the applicant who best meets all the requirements of the job.

25.02 If two or more applicants equally meet all requirements of the job, preference will be given to the applicant from the bargaining unit with the most seniority.

25.03 Appointments may be made by mutual agreement between the Union and the City without posting.

- 25.04 Current Employees appointed, promoted or transferred shall serve a trial period of six (6) months. If, during that period, either the Employer or the Employee deems it appropriate, the Employee may be placed back in a position equal to the one they held prior to the appointment, promotion or transfer at their previous Basic Rate of Pay.
- 25.05 When a vacancy occurs and the Employer decides not to post and/or fill such vacancy, the Union will be notified in writing within fourteen (14) calendar days of the decision not to fill the vacancy.
- 25.06 Where a temporary vacancy is anticipated to be greater than six (6) calendar months, it shall be posted, within fourteen (14) calendar days of notification and/or expectation of extended vacancy. The Employee accepting the Temporary Full-time (TFT) shall revert back to his/her former position when the vacancy comes to term.
- 25.07 The term of the TFT may be extended without being posted, if the extension is offered by the Employer and accepted by the incumbent prior to the original vacancy term end date.
- 25.08 No TFT position shall be for a term longer than two (2) calendar years.
- 25.09 If the TFT Employee becomes a Permanent Full-time Employee, his/her seniority date will be set as the first day of their employment within the TFT they were filling, provided there was no break of longer than thirty (30) calendar days between TFT and becoming permanent Full-time, excluding the Employer's hiring process and timelines therein.
- 25.10 Where, in the opinion of the Employer, there is concern about an applicant's medical suitability for a position, the Employer may, for cause, require the applicant to undergo a medical examination at the Employer's expense.
- 25.11 In the event the Employer wishes to establish new classifications or if a substantial change is made to any existing job descriptions, the descriptions will be established by the Employer. Prior to doing so the Employer will consult with the Union and give reasonable consideration to the Union's suggestions.

ARTICLE 26: DISCIPLINE AND DISMISSAL

- 26.01 Nothing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause.
- 26.02 The parties agree to follow the model of progressive discipline. Written warnings may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies:
- (a) A copy of all written warnings shall be provided to the Union and the Employee.
 - (b) A copy of all such warnings shall be placed on the Employee's personnel file.

- 26.03 An Employee may request that a matter of discipline attached to that Employee's personnel file be purged after twenty-four (24) months of no incident requiring discipline taking place.
- 26.04 Employees may review and receive copies of documents in their personnel files providing they have made a request to do so directly with human resources. Employees may authorize the Union to have access to their personnel files on their behalf providing such authorization is made in writing.
- 26.05 The Employee and the Union will be advised not less than twenty-four (24) hours in advance of any meeting the Employer is to have with an Employee that will result in discipline. The Employee will sign and date a copy of any written discipline issued, to acknowledge receipt of same.

ARTICLE 27: RESIGNATIONS

An Employee shall give the Employer a minimum of two (2) weeks written notice of their intention to resign their employment with the Employer. A lesser notice period may be mutually agreed upon by the Employer and Employee.

ARTICLE 28: LAY-OFF AND RE-CALL

- 28.01 A lay-off shall be defined as a reduction in the work force.
- 28.02 Employees shall receive two (2) weeks working notice, or pay in lieu thereof, of the Employer's intention to lay-off. A copy of such notice shall be provided to the Union. Skill, ability and qualifications related to the position being reduced being equal, the Employer shall give lay-off notice to the Employee with the least seniority in the job classification where the lay-off occurs. The Union will be advised of such notice prior to it being provided to an Employee.
- 28.03 (a) Where an Employee has been laid-off they shall be re-called in the reverse order they were laid-off to the first available job within their classification.
- (b) The Employer will contact the Employees on lay-off in person or by phone for the purpose of re-call. Where re-call in this manner is not possible, re-call shall be deemed to have been carried out seven (7) days after the posting of a registered letter to the last known address of the Employee according to the Employer's records. The Union will be advised in advance of recall where ever possible.
- 28.04 Where an Employee does not return to work as required, the employment relationship shall be terminated barring unforeseen special circumstances that call for compassionate consideration.
- 28.05 No Employees shall be hired by the Employer until eligible Employees on lay-off have been given the opportunity to return to work in accordance with Article 28.03.

- 28.06 (a) The right to re-call shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.
- (b) When employment is terminated in accordance with Article 28.06(a) the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:
- i. One (1) week, if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
 - ii. Two (2) weeks if the Employee has been employed by the Employer for two (2) years or more but less than four (4) years;
 - iii. Four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than six (6) years;
 - iv. Five (5) weeks if the Employee has been employed by the Employer for six (6) years or more but less than eight (8) years;
 - v. Six (6) weeks if the Employee has been employed by the Employer for eight (8) years or more but less than ten (10) years; or
 - vi. Eight (8) weeks if the Employee has been employed by the Employer for ten (10) years or more.
- (c) If at any time during the term of this Agreement the notice periods outlined in (b) are less than the minimum requirements of the Alberta *Employment Standards Code* the minimum requirements of the Alberta *Employment Standards Code* will apply.

ARTICLE 29: GRIEVANCE AND ARBITRATION

29.01 Statement of Intent

The parties jointly recognize the desirability of preventing grievances through the use of good judgment, good communications, and good directives by both parties. Both parties will work diligently to attempt to resolve such differences through informal means, between an Employee and their immediate supervisor, before proceeding to the formal process. However, in the event of a difference it is agreed that any grievance shall be dealt with in accordance with the procedures outlined in this Article, without stoppage of work.

29.02 Grievance Definition

A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Agreement.

29.03 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in the cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2 of the Grievance Procedure.

29.04 Grievance Procedure

Step 1

The Union shall, within fourteen (14) calendar days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, discuss the matter with the aggrieved Employee's immediate non-bargaining unit supervisor and attempt to resolve the grievance at this stage. The supervisor shall advise the Union of his decision within fourteen (14) calendar days of the Union first making him aware of the matter.

Step 2

If the grievance is not resolved at Step 1, within fourteen (14) calendar days of the decision of the supervisor, it shall be forwarded, in writing, by the Union, stating the nature of the grievance and the redress sought, to the Fire Chief who shall reply in writing within fourteen (14) calendar days of receiving the grievance.

Step 3

If the grievance is not resolved at Step 2, within fourteen (14) calendar days of the reply from the Fire Chief, the Union shall submit the grievance in writing to the City Manager who shall reply in writing within fourteen (14) calendar days of receiving the grievance. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

29.05 Policy Grievance

If a dispute involving a question of general application or interpretation of this Agreement occurs it shall be submitted at Step 2 of this Article.

29.06 Suspension or Dismissal

If a dispute involving the suspension or dismissal of an Employee occurs, it shall be submitted at Step 2 of this Article within fourteen (14) calendar days of the date the Employee received written notice of such suspension or dismissal.

29.07 Arbitration

Either party wishing to submit a grievance to arbitration shall, within fourteen (14) calendar days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or mutually agree to the appointment of a single arbitrator. Within fourteen (14) calendar days of receipt of notification provided for as above, the party receiving such notice shall:

- (a) inform the other party of the name of its appointee to the Arbitration Board; or
- (b) arrange to meet with the other party in an effort to select a single arbitrator.

Where agreement cannot be reached on the principal, and/or selection of a single arbitrator, an Arbitration Board shall be established. Where appointees to the Board have been named by the parties, they shall within fourteen (14) calendar days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.

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 the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board. The arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement.

Each of the parties to this Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 30: SENIORITY

30.01 An Employee's seniority shall be placed on one of two separate seniority lists.

- (a) Full-time Employee List: A Full-time Employee's seniority shall commence with the first day of their employment with the Employer, and remain in that order based on date of hire, in a Full-time position.
- (b) Paid On-Call Employee List: A Paid On-Call Employee's seniority shall commence on date of hire, however will advance based on hours worked, including training, and exclusive of Standby time.
- (c) From the effective ratification date of this CBA, if a Paid On-Call Employee is selected for a permanent Full-time position, seniority for that Paid On-Call Employee shall have transfer application to the Full-time Employee seniority list, to a maximum of three (3) years (6,570 hours). Calculation of an effective Paid On-Call start date related to the Full-time seniority list will be calculated according to the number of hours transferred, resulting in a backdated start date, which will become their actual date of hire on the Full-time seniority list.

30.02 If two (2) or more Full-time Employees commence employment on the same day, placement on the post-ratification seniority list shall be determined by their final mark on the entrance exam process. Exam marks shall be available to affected parties.

30.03 Maintenance of respective seniority lists will be the responsibility of the Leduc Fire Fighter's Association, Local 4739 of the International Association of Fire Fighters, in consultation with the Employer.

ARTICLE 31: LABOUR MANAGEMENT ADVISORY COMMITTEE

A Labour Management Advisory Committee shall be established for the purpose of facilitating discussions concerning matters of mutual concern. The Committee shall have the power to make recommendations to the Union and to the Employer. These recommendations shall not be binding on either of the parties to this Agreement and the Committee's function shall in no way infringe on any existing rights of the parties. The Committee shall consist of up to two (2) Full-time, and one (1) Paid On-Call representative of the Union and up to three (3) representatives of the Employer who shall meet on a quarterly basis unless otherwise mutually agreed and, in addition, within fourteen (14) calendar days upon the request of either party. Both the Union and City of Leduc Human Resources shall have the right to each have one Employee present in an ex officio capacity.

ARTICLE 32: CURRENCY OF QUALIFICATIONS

- 32.01 Employees up to and including the rank of Captain will be required to maintain all professional certificates including their Alberta College of Paramedics (ACP) registration at their level of registration effective date of ratification or date of hire, whichever is later.
- 32.02 The Employer will pay all fees associated with maintenance and continuance of an Employee's professional certificates excluding any late fees.
- 32.03 Notwithstanding Article 32.02, any Employee who is unsuccessful in any requirement in the maintenance and continuation of the Employee's registration shall be responsible for all costs associated with subsequent attempts to complete the requirement.

ARTICLE 33: TRAINING

33.01 Annual Assigned Training:

- (a) Annual assigned training, on shift, shall not exceed eighty (80) hours per year, inclusive of online training.
- (b) Officers and Officer Development Program candidates, will be assigned up to an additional thirty (30) training hours annually, to a combined maximum of one hundred and ten (110) annual training hours on shift.
- (c) Members will be provided reasonable time, while on duty, to complete annual assigned training.
- (d) Any assigned training hours in excess of the respective maximums identified in (a) and (b) above, will be subject to overtime compensation at 1.5x.
- (e) Successful completion of annual assigned training as set out above, will qualify members, interested in applying for individual career development training consideration, in the following year.
- (f) All assigned training will be scheduled and monitored by the Deputy Chief Operations / Training.

33.02 Regular Shift Training:

- (a) There will be regular shift training, separate and apart from annual assigned training referenced in 33.01, for all members, during regular engine shifts, to a maximum of three (3) hours per shift.
- (b) The employer will not schedule for shift members, any training to begin within the twenty-four (24) hour period immediately following the ending of that shift.

33.03 Career Development Training:

- (a) Applications for individualized career development training, will be submitted in writing quarterly to a career development committee, consisting of the Deputy Chief Operations / Training and the President IAFF Local 4739.

34 The merits and mutual benefits of the requested training, both to the Employer and the Employee, and the job performance of the applicant, will be factored into the decision.

35 In the event of a tied decision regarding any application, the final decision will be at the sole and exclusive discretion of the Fire Chief.

33.04 Notice of re-assignment:

With mutual agreement of the Employee and Employer, in those circumstances where a change in shift is required to accommodate scheduled training, a minimum of twenty-four (24) hours' notice will be provided in writing (email) to the member (s) so affected.

ARTICLE 34: ADDITIONAL EMPLOYMENT

34.01 If an Employee engages in additional employment the following conditions shall prevail:

- (a) The additional employment shall not interfere with the work he is required to perform for the Employer.
- (b) The additional employment shall not create a direct conflict of interest with the business of the Employer.
- (c) The Employee shall notify the Fire Chief prior to taking additional employment that may be in conflict with his duties with the Employer.

34.02 An Employee shall not conduct personal business while on duty or use the Employer's property for such use.

34.03 The parties agree secondary employment, hobbies, or other interests should not hamper an Employee's ability to do their job and attend work in a "right and ready state", in other words, affecting an Employee's ability to perform their job proficiently.

ARTICLE 35: UNIFORMS

35.01 Initial Uniform Issue

- a) The following items will be issued to all Employees initially at their time of hire, as per below. It is each Employee's responsibility to maintain a uniform kit, in good condition, with all required components for their duties.

1 Job Shirt
1 Leather belt
3 Uniform Shirts with shoulder flashes (choice of short or long sleeve)
2 Sets of Epaulets and rank insignia appropriate to the rank achieved
4 T-shirts, with fire department logo
3 Cargo style pants, navy
1 Black uniform boots, safety toes and non-slip (CSA Approved)
1 Tactical Hat
1 Winter Toque
1 Pair of winter gloves
1 Spring/Fall Jacket
1 Baseball Hat

35.02 Completion of probationary period Uniform issue

- a) Upon completion of the probationary period the following shall be issued:

1 Dress uniform: complete with tunic, cap, 1 belt, 1 tie, 1 dress shoes, 1 pants, 1 dress shirt
1 gym bag

35.03 Points System

a) All Employees will receive 250 points (1 point = \$1.00) annually which may be used to order additional uniform items, in years subsequent to initial uniform issue.

b)

Uniform Item	Point Value
Belt	40
Pants	130
T-Shirt	25
Job Shirt	100
Uniform Shirt with shoulder flashes (choice of short or long sleeve)	70
Toque	25
Tactical Hat	30
Uniform Boots (standard)	175*
Dress Shirt	50
Winter Gloves	45
FR Beanie	40
Baseball Hat	30

*Points may be accumulated should a member elect to acquire boots of a higher value, which also meet fire department standards.

c) Chiefs shall conduct a kit inspection annually to ensure all members have a proper and complete uniform. If, in the opinion of the Chiefs that an Employee is lacking a proper uniform the Employee will be instructed to order that item as part of their uniform issue for that year.

d) Unused clothing points may be carried over to subsequent years to a max bank of 500. Employees shall indicate on their Clothing Issue Order Form the clothing issue points to be carried over. Clothing issue points shall be forfeited upon retirement or separation from the Employer

e) No points deficit may be incurred without the express written consent of the Fire Chief.

f) At no time will cash conversion or payout of points be permitted.

35.04 Uniform Orders

a) Employees who fail to submit their order by the order date will be contacted by email, and shall be allowed one week from such notice to submit their orders.

b) Employees who fail to submit their orders as required above, shall forfeit any uniform entitlement for that year. Exceptions shall be made for Employees who were unable to complete their orders on time due to a leave.

35.05 Cleaning and Alterations

- a) The Employer agrees to provide facilities in station for cleaning uniforms.
- b) With approval from the Fire Chief, members can take their uniforms to a dry cleaning service to be cleaned up to two (2) times a year, and the services will be paid for by the Employer.
- c) Employees shall be responsible for the cost of all alterations to their existing uniform issue, unless these alterations result from a change in rank or markings, or maternity requirements.
- d) The Employer shall replace or repair damaged or contaminated items, which are damaged in the line of duty, upon return of the damaged item, for no point reduction.

ARTICLE 36: HEALTH & SAFETY STEERING COMMITTEE

36.01 The Employer and the Union shall establish a joint work site Health and Safety Steering Committee. The Committee shall consist of up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Fire Chief, notwithstanding that additional members may participate by mutual agreement. The Committee shall be co-chaired by a Union appointed representative and Fire Chief appointed representative. The co-chairs shall ensure that copies of the minutes are recorded and posted in the workplace.

36.02 The Committee shall appoint a mutually agreed committee member to sit on the Employer's Corporate Occupational Health and Safety Committee. If agreement cannot be reached, the position shall alternate between the Union and the Fire Chief.

ARTICLE 37: LINE OF DUTY DEATH SERVICE

The Employer agrees to contribute up to two (2) month's salary of a 1st class Fire Fighter towards the costs incurred to provide a full honours Line of Duty Death ceremonial service for an active Employee covered by this 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 CAFC and the IAFF accepted protocols. The service, ceremony and other events associated with the ceremony shall be directed by family, coordinated and collaborated on together, with a committee consisting of a family representative, the Union and the Fire Chief or his designate.

ARTICLE 38: NOURISHMENT

The Employer shall provide for reasonable nourishment and refreshments when an Employee experiences extended times greater than three (3) hours, with patients for transfer of care in hospitals, attending at an incident, or made unavailable to access nourishment and refreshments.

ARTICLE 39: MEDICAL FITNESS

It shall be a condition of employment with the Employer that all Employees shall be medically fit for the duties to which they are appointed. However, this provision does not preclude the parties' obligations to accommodation.

ARTICLE 40: UNION SECURITY

- 40.01 All Employees covered by this Agreement are required to maintain membership in the Union as a condition of employment.
- 40.02 In the event that the Union is intending to suspend an Employee for non-maintenance of membership or for any other reason, the Union will give written notice to the Employer of at least seven (7) calendar days.
- 40.03 Employees shall be required to pay Union dues/assessments. The Employer shall deduct from each pay, the amount of the Union dues/assessments, as set by the Union from time to time, and remit them to the Union by the 15th day of the following month. The parties agree to an electronic transfer of funds, where possible.
- 40.04 The Union shall advise the Employer, in writing, of any change in the amount of dues/assessments to be deducted in this Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change and such deductions will occur on the next pay period.
- 40.05 The Union indemnifies and holds harmless the Employer from liability related to the deduction and remittance of dues/assessments.

ARTICLE 41: NO STRIKE NO LOCKOUT

- 41.01 The Union, its agents and Employees covered by this Agreement shall not promote or participate in any form of strike or slowdown of work. The Employer agrees that there shall be no lockout of Employees.
- 41.02 If during contract negotiations the bargaining parties (the Employer representatives and the Union representatives) are unable to reach a settlement, both parties shall agree to submit to mediation and, failing resolution at mediation, binding arbitration without the right to strike or lockout for final resolution of a renewed Agreement.

ARTICLE 42: PHYSICAL FITNESS

The Union and the Employer recognize the physical nature of firefighting and agree that Employees are expected to maintain their physical fitness. The Employer agrees to provide for fitness activity time and access to equipment during the regular shift schedule, provided the same does not impair operations in any way.

ARTICLE 43: INDEMNIFICATION

The Employer agrees to defend and pay all reasonable expenses and costs with respect to any action arising out of any incident involving an Employee, provided that:

- (a) at the time of such incident the Employee was acting in good faith within the scope and course of the Employee's employment with the Employer;
- (b) the Employee was not grossly negligent; and
- (c) the Employee uses the services of legal counsel appointed by the Employer, in consultation with the President IAFF Local 4739.

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

Leduc Fire Fighters' Association, Local
4739 of the International Association of Fire
Fighters.



President, Douglas Britton



Secretary, Chad Bugnet



1st VP, Kevin Burton

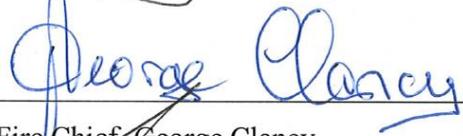


2nd VP, James MacDougall

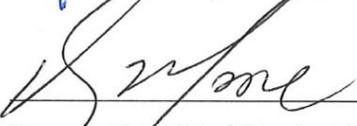
City of Leduc



Director, Human Resources, Chris Tobin



Fire Chief, George Clancy



Deputy Fire Chief, Broderick Moore



Manager, Human Resources, Sue Armstrong

SCHEDULE "A" CLASSIFICATIONS AND WAGES

Commencing as of the first pay period for 2018

Classification	Percentage compared to 1st Class Rate at 100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	122%	\$ 124,063.02	\$ 4,771.65	\$ 56.65
Lieutenant	112%	\$ 113,893.92	\$ 4,380.54	\$ 52.01
Senior Fire Fighter	103%	\$ 104,741.73	\$ 4,028.53	\$ 47.83
1st Class Fire Fighter	100%	\$ 101,691.00	\$ 3,911.19	\$ 46.43
2nd Class Fire Fighter	90%	\$ 91,521.90	\$ 3,520.07	\$ 41.79
3rd Class Fire Fighter	83%	\$ 84,403.53	\$ 3,246.29	\$ 38.54
4th Class Fire Fighter	75%	\$ 76,268.25	\$ 2,933.39	\$ 34.83

Commencing as of the first pay period for 2018

Classification	Annual Rate	Biweekly Rate	Hourly Rate
Fire Prevention	\$ 101,691.00	\$ 3,911.19	\$ 48.89
Quality Assurance	\$ 101,691.00	\$ 3,911.19	\$ 48.89

Commencing as of the first pay period for 2019

Classification	Percentage compared to 1st Class Rate at 100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	122%	\$ 126,854.38	\$ 4,879.01	\$ 57.92
Lieutenant	112%	\$ 116,456.48	\$ 4,479.10	\$ 53.18
Senior Fire Fighter	103%	\$ 107,098.37	\$ 4,119.17	\$ 48.90
1st Class Fire Fighter	100%	\$ 103,979.00	\$ 3,999.19	\$ 47.48
2nd Class Fire Fighter	90%	\$ 95,581.10	\$ 3,599.27	\$ 42.73
3rd Class Fire Fighter	83%	\$ 86,302.57	\$ 3,319.33	\$ 39.41
4th Class Fire Fighter	75%	\$ 77,984.25	\$ 2,999.39	\$ 35.61

Commencing as of the first pay period for 2019

Classification	Annual Rate	Biweekly Rate	Hourly Rate
Fire Prevention	\$ 103,979.00	\$ 3,999.19	\$ 49.99
Quality Assurance	\$ 103,979.00	\$ 3,999.19	\$ 49.99

Commencing the first pay period for 2020

Classification	Percentage compared to 1st Class Rate at 100%	Annual Rate	Biweekly Rate	Hourly Rate	Adjustment Annual for 27 pay periods
Captain	122%	\$ 129,391.98	\$ 4,976.61	\$ 59.08	\$134,368.59
Lieutenant	112%	\$ 118,786.08	\$ 4,568.70	\$ 54.24	\$123,354.78
Senior Fire Fighter	103%	\$ 109,240.77	\$ 4,201.57	\$ 49.88	\$113,442.34
1st Class Fire Fighter	100%	\$ 106,059.00	\$ 4,079.19	\$ 48.43	\$110,138.19
2nd Class Fire Fighter	90%	\$ 95,453.10	\$ 3,671.27	\$ 43.59	\$99,124.37
3rd Class Fire Fighter	83%	\$ 88,028.97	\$ 3,385.73	\$ 40.20	\$91,414.70
4th Class Fire Fighter	75%	\$ 79,544.25	\$ 3,059.39	\$ 36.32	\$82,603.64

Commencing the first pay period for 2020

Classification	Annual Rate	Biweekly Rate	Hourly Rate	Adjustment Annual for 27 pay periods
Fire Prevention	\$ 106,059.00	\$ 4,079.19	\$ 50.99	\$110,138.19
Quality Assurance	\$ 106,059.00	\$ 4,079.19	\$ 50.99	\$110,138.19

LETTER OF UNDERSTANDING

RE: PROMOTIONAL PROTOCOL

All terms of the Agreement remain in effect except as varied below:

1. The Labour Management Advisory Committee shall work to develop by consensus protocols and details associated with promotions within the Leduc Fire Services.
2. The Committee shall consider the following points for consideration in their deliberation:
 - I. The parties agree it is desirable to promote from within, wherever and whenever possible.
 - II. Vacant officer positions covered by this Agreement whether for an existing or newly created position shall be filled from the existing membership of the Union at the time the vacancy arises, should there be a member willing to do so.
 - III. Promotional opportunity should provide an adequate, equitable opportunity to compete for promotion in a protocol that is transparent.
 - IV. It is desirable that all promotions shall be determined by agreed relevant qualifications consistent with ability and proficiency and if all things are considered equal, Full-time hire date should be a determining factor.

LETTER OF UNDERSTANDING

RE: WELLNESS, FITNESS AND MEDICALS

All terms of the Agreement remain in effect except as varied below:

1. The parties agree that there will be no changes to the existing program for Employee medicals in place at the date of this Letter of Understanding except by mutual agreement.
2. Participation in the Wellness – Fitness Program shall not be remunerated.

LETTER OF UNDERSTANDING

RE: STAFFING OF DUTY CREW

All terms of the Agreement remain in effect except as varied below:

The parties agree that SOP 500-02 Staffing of Duty Crew Dated April 26, 2010, revised May 2012 shall remain in force and effect without any changes for the term of this agreement unless the parties mutually agree to changes.