

COLLECTIVE AGREEMENT

BETWEEN:

THE CITY OF SPRUCE GROVE

and

**THE SPRUCE GROVE FIREFIGHTERS ASSOCIATION OF INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS LOCAL 3021**



July 1, 2014 – December 31, 2019

Table of Contents

Article 1 -	Term of Agreement	3
Article 2 -	Scope	4
Article 3 -	Definitions.....	4
Article 4 -	Management Rights.....	7
Article 5 -	<i>Association</i> Recognition and Dues.....	7
Article 6 -	Seniority.....	8
Article 7 -	Employment.....	9
Article 8 -	Layoffs and Recalls.....	10
Article 9 -	Discipline and Discharge	12
Article 10 -	Training	12
Article 11 -	Vacancies and <i>Promotions</i>	13
Article 12 -	Committees	14
Article 13 -	General	15
Article 14 -	<i>Shift</i> Exchange.....	16
Article 15 -	Hours of Work and Overtime	17
Article 16 -	Remuneration	20
Article 17 -	Vacations	23
Article 18 -	Statutory Holidays	26
Article 19 -	Leaves	27
Article 20 -	Sick Leave.....	28
Article 21 -	Benefits	29
Article 22 -	Clothing and Equipment	31
Article 23 -	Grievance and Arbitration Procedure.....	31
Appendix I –	<i>Member</i> Remuneration	34
Appendix II –	IAFF Decal.....	39
Appendix III –	Uniform Issue and Department.....	40
Appendix IV –	<i>Shift</i> Rotation <i>Schedule</i>	47
Appendix V –	Labour Management Sub-Committee Terms of Reference	48
Appendix VI –	Letter of Understanding - Training and <i>Promotions</i>	50
Appendix VII –	Letter of Understanding – Paramedic Training	59
Appendix VIII –	Letter of Understanding – Time off in Lieu of Training	66
Appendix IX -	Letter of Understanding - Grievance and Arbitration Procedure	69

THIS AGREEMENT MADE THIS 13th DAY OF JUNE, 2016 A.D.

BETWEEN:

SPRUCE GROVE FIREFIGHTERS ASSOCIATION, LOCAL 3021 IAFF

(Hereinafter referred to as “the *Association*”)

and

THE *CITY* OF SPRUCE GROVE A Municipal Corporation

(Hereinafter referred to as “the *City*”)

COLLECTIVE AGREEMENT

Article 1 - Term of Agreement

- 1.01 The effective date of this Agreement shall be July 1, 2014 and will continue in force until December 31, 2019 and from year to year thereafter until replaced by a new Collective Agreement.
- 1.02 Notification 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 Changes in the Agreement may be made at any time through a properly executed letter of understanding.

Article 2 - Scope

- 2.01 This agreement shall apply to all *members* of the bargaining unit of the *Association* as defined by the Certificate issued by the Labour Relations Board of the Province of Alberta.

Article 3 - Definitions

- 3.01 **Acting Officer:** The words “*acting officer*” when used in this Agreement shall mean a *member* who is designated to serve temporarily in an officer’s *position* for which he is qualified to serve.
- 3.02 **Anniversary Date:** The words ‘*anniversary date*’ when used in this Agreement shall mean a *members* date of hire.
- 3.03 **Association:** When used in this Agreement, the word “*Association*” means the certified bargaining agent Spruce Grove Firefighters *Association*, Local 3021 IAFF or its successors.
- 3.04 **Calendar Year:** The words “*Calendar Year*” when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 1 and ending on December 31.
- 3.05 **Called out:** The words “*called out*” when used in this Agreement shall mean the summoning of a *member* to his place of work during his off-duty hours for the purpose of carrying out the duties of the *Fire Services*.
- 3.06 **Captive workforce:** The words “*captive workforce*” when used in this Agreement shall mean that the workforce is paid for the entire workday from the start of the *shift* until the end with no unpaid periods.
- 3.07 **City:** In this Agreement, the word “*City*” shall mean the City of Spruce Grove or where the context suggests, the *City Manager* or such Employee designated to carry out administrative duties in respect of the operation and management of the *City*.
- 3.08 **City Manager:** In this Agreement, the words “*City Manager*” shall refer to the person appointed as the Chief Administrative Officer for the *City* of Spruce Grove or designate.
- 3.09 **Confirmed Officer:** Means a permanently appointed Captain or Lieutenant.

- 3.10 **Critical illness:** Means an illness, injury or accident that is immediately life threatening. For the purposes of establishing *critical illness* a statement from the physician may be requested by the *City* stating that the illness is critical.
- 3.11 **Dependant:** The word *dependant* when used in this agreement shall mean an *Immediate Family Member* who is accepted by the Canada Revenue Agency as a *dependant* on the previous or current year's taxes. The onus of proof lies with the employee.
- 3.12 **Disability:** The word "*disability*" when used in this Agreement shall mean the inability of a *member* to perform regular duties of the *position* by reason of illness or injury that is non-compensable through the Workers' Compensation Board.
- 3.13 **Domestic Emergencies:** "*Domestic emergencies*" means time to attend to a sick *dependant Immediate Family Member*, significant event that is causing damage to primary residence; or significant household event that causes an extreme emotional response in the *member*.
- 3.14 **Fire Chief:** Shall mean the person identified within the *City* structure and appointed as per the *Fire Services* Bylaw as *Fire Chief* or in his absence a Deputy Chief.
- 3.15 **Fire Services:** In this Agreement, the words "*Fire Services*" shall mean the segment of the *City's* organizational structure under the direct supervision of the *Fire Chief*.
- 3.16 **Immediate Family Member:** Includes spouse, child, foster child, parent, guardian, brother, sister, parent in law, sister in law, brother in law, daughter in law, son in law, grandparent, grandparent in law, and grandchild.
- 3.17 **Interpretation:** In this Agreement, unless the contrary intention appears, words in the singular shall include the plural, words in the plural shall include the singular, words in masculine gender shall include the feminine and vice versa.
- 3.18 **Member:** The word "*member*" when used in this Agreement shall mean a full time employee of the *City* of Spruce Grove whose Classification/*Rank* is found in *Fire Services* Appendix I.
- 3.19 **On-call:** The word "*On-call*" when used in this Agreement means a voluntary period of time when the *member* and the *Fire Chief* have mutually agreed that the *member* may automatically return to work. A *member* may advise the *Fire Chief*, in a manner acceptable to the *Fire Chief*, of his availability for *On-call*.

- 3.20 **Permanent Member:** The words “*Permanent Member*” when used in this Agreement shall mean a *member* who has successfully met the criteria of the initial probationary period of one (1) year and continues in the employment of *Fire Services*.
- 3.21 **Position:** The word “*position*” when used in this Agreement shall mean a set of duties and title established by the *City* and as filled by a *member*.
- 3.22 **Probationary Member:** The words “*Probationary Member*” when used in this Agreement shall refer to any person newly hired to fill a *position* and who is serving an initial probationary period.
- 3.23 **Promotion:** The word “*promotion*” when used in this Agreement shall mean the advancement of a *member* to a Classification/*Rank* paying higher wages than the Classification/*Rank* from which they came.
- 3.24 **Qualified Officer:** Means a *member* who has been deemed qualified by the *Fire Chief* to act in a Lieutenant capacity on an as required basis.
- 3.25 **Rank:** The word “*rank*” when used in this Agreement shall mean a group of *positions* having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
- 3.26 **Regular Association Dues:** In this Agreement, “*Regular Association Dues*” means the dues as uniformly set out by the *Association*.
- 3.27 **Regular Hours of Work:** The words “*Regular Hours of Work*” when used in this Agreement shall mean forty-two (42) hours per week on average, with *dayshifts* being ten (10) hours and *nightshifts* being fourteen (14) hours.
- 3.28 **Regular Rate of Pay:** The words “*Regular Rate of Pay*” when used in this Agreement shall mean the rate of pay assigned to a *member* specified for the Classification/*Rank* in Appendix I of this Agreement.
- 3.29 **Rover:** Refers to a *position* described in clause 7.07 of the Collective Agreement.
- 3.30 **Schedule:** The word “*schedule*” when used in the Agreement shall mean a timetable of hours assigned to *positions*. A *schedule* is noted in Appendix IV.
- 3.31 **Senior Firefighter:** In this Agreement, the words “*Senior Firefighter*” shall mean a *member* who has held the Classification/*Rank* of First Class Firefighter for a minimum of six (6) years.
- 3.32 **Serious Illness or Injury:** Means an illness or injury that has resulted in an admission to hospital. The *member* will be considered to be within the definition

of *Serious Illness or Injury* from the day of admission to and including the day of discharge from the hospital.

- 3.33 **Shift.** The word “*shift*” when used in the Agreement shall mean a ten (10) hour *dayshift* or a fourteen (14) hour *nightshift* assigned to a *position*.
- 3.34 **Standby:** The word “*standby*” when used in this Agreement shall mean a voluntary period of time where a *member* agrees to make themselves immediately available to return to work.
- 3.35 **Special Duties:** Means a temporary assignment mutually agreed upon between the *member* and the Chief’s Office, with notification of the special duty being provided to the *Association*.
- 3.36 **Trial Period:** When used in this Agreement shall mean a *trial period* of six (6) months served by a *Permanent Member upon their promotion*.

Article 4 - Management Rights

- 4.01 The *Association* recognizes the *City of Spruce Grove’s* retention of those customary rights of management that are not specifically limited by the terms of this Agreement. The question of “being specifically limited by the terms of this Agreement” may be determined by the grievance and arbitration procedure.

Article 5 - Association Recognition and Dues

- 5.01 The *City* recognizes the *Association* as the sole collective bargaining agent for the *members* covered by this agreement.
- 5.02 *Regular Association Dues* will be deducted from all *members* for each pay period and will be calculated on the basis of the annual dues divided by the number of pay periods in the year. Deductions made by the *City* in each calendar month will be forwarded to the *Association* by the 15th of the next calendar month together with a list of *members* from whom the deductions have been taken.
- 5.03 The *Association* will provide the *City Manager* with a thirty (30) day written notice of any alteration of the *Regular Association Dues* prior to the implementation date. The *City* shall begin payroll deductions on the nearest pay period to the implementation date.

- 5.04 The *Association* agrees to indemnify and save harmless the *City* against any claim, demand, action or liability from the application of Article 5.
- 5.05 The *City* agrees to allow the *Association* to attach one (1) IAFF decal, as per Appendix II, to each Fire Service vehicle, excluding the Chief Officer's vehicle, on the lower passenger side of the windshield.

Article 6 - Seniority

- 6.01 Seniority shall commence with the first day of fulltime employment within the Fire Service. Where two or more persons begin employment within the Fire Service on the same day, their seniority shall be determined as follows:
- (a) During the probationary period by age, oldest most senior.
 - (b) Examinations will take place within 6 months and within 12 months of first day of full time employment. Final seniority will be determined based on the highest average mark of the two exams.
 - (c) In the event of an exam tie, the decision of seniority shall be by coin toss.
- 6.02 A *member* continues to accrue seniority if he is absent from work due to sickness, compensable injury, *disability* or an approved leave of absence for a period of less than one continuous year.
- 6.03 A *member* shall lose their seniority in the event:
- (a) The *member* is discharged and is reinstated;
 - (b) The *member* resigns.
- 6.04 A *member* shall lose his seniority and be deemed to have resigned in the event:
- (a) The *member* is laid off for more than twenty-four (24) continuous months and is not recalled in that period;
 - (b) The *member* is away due to illness, *disability* or a compensable injury for a continuous period of twenty-four (24) months; this may be extended by mutual agreement between the *Association* and the *City* subject to evidence of a medical board for a period of up to twelve (12) additional months.

- (c) The *member* fails to report for work, when recalled after a layoff, within fourteen (14) calendar days unless they are unable to return to work due to sickness or other just cause. The *member* will be notified to return to work, in writing by regular mail, at the last known address. It shall be the responsibility of the *member* to keep the *City* informed of his current address.
- 6.05 In December of each year the *City* shall provide the *Association* with a seniority list showing the date upon which each *member's* service commenced.
- 6.06 Seniority in relation to Fire Prevention Officer *positions* shall only be applied between Fire Prevention Officer *positions*. This includes but is not limited to layoffs, vacation, and *promotion*.

Article 7 - Employment

- 7.01 The *City* agrees that it shall only hire full time Firefighters that are fulltime employees of the *City* and subject to the provisions of this Collective Agreement. Furthermore, if the *City* should ever find itself in a *position* where amalgamation or annexation is a real possibility and that annexation or amalgamation may affect the status or working conditions of any *member*, the *City* will, in good faith, work with the *Association* in an attempt to preserve the *member's* status and working conditions. Lastly, the *City* agrees not to contract out any work presently performed by *members* covered by this Agreement which would result in the laying off or termination of such *members*.
- 7.02 A temporary *member* may be hired, at the *Fire Chief's* discretion, for vacations, extended sick leave, and other approved leaves. In regards to temporary *members* the following shall apply:
 - (a) Maximum consecutive term of employment shall be eighteen (18) months.
 - (b) Temporary *members* are exempt from the following articles:
 - (i) Article 6 - Seniority,
 - (ii) Article 8 - Layoffs and Recalls,
 - (iii) Article 10.01 - Training,
 - (iv) Article 21 - Benefits - first three (3) months only, except Pension, which is full term,
 - (v) Article 22 - Clothing and Equipment – except deportment.
 - (c) Temporary *members* shall be issued adequate uniforms for the purpose of their hiring.

- (d) Temporary *members* shall not accrue vacation entitlement but shall be compensated with vacation pay in accordance with the Employment Standards Code.
- 7.03 When a vacancy occurs and the *City* determines not to fill the *position*, they will discuss with the *Association* their rationale. If the *City* agrees to refill the *position*, it will occur in an expeditious manner and be filled within one hundred and twenty (120) calendar days.
- 7.04 The *Association* shall be notified in writing of all appointment, hiring's, layoffs, transfers, recalls and terminations within the bargaining unit.
- 7.05 Every *member* hired shall serve a probationary period of one (1) year. The *Probationary Member* status may be extended for a further six (6) months by the *City* after consultation with the *Association*.
- 7.06 A probationary or temporary *member* may be released if he does not meet the standards or requirements of the *position* should the *Fire Chief* so determine.
- 7.07 *Rover* means a *member* identified by the *City* hired after June 1st, 2015 and prior to December 31, 2015 that has been a *member* for less than 18 months, or a position hired after January 1st, 2016 that has been a *member* for at least 6 months and less than 18 months.
- 7.08 There may be no more than four (4) *Rover members* at any time and the *City* shall provide to the *Association* the names of those *members* identified as *Rover* with updates as required.
- 7.09 *Rover* positions shall normally be the four *members* who are eligible to be *Rovers* with the least seniority.

Article 8 - Layoffs and Recalls

- 8.01 In the event of any reduction by the *City* of *members*; layoffs shall be in reverse order of seniority, provided that the remaining *members* have the abilities and qualifications to immediately perform in the positions available.
- 8.02 When a layoff occurs within a Classification/*Rank*, *members* in the affected Classification/*Rank* may, at their option, revert to a *position* previously held within the Fire Service.
- 8.03 In the event that a layoff is required affecting *members* across Classification/*Ranks*, the *City* and the *Association* will meet to discuss which

members are to be laid off, giving consideration for qualifications of remaining *members* and skills, abilities, and qualifications required for the continuation of services and safety of *members*.

- 8.04 If the staffing level of *Fire Services* is increased within twenty-four (24) months *Permanent Members* formerly belonging to the class to be so increased who have been discharged solely by reason of previous reduction in such staff, shall, if available, be re-engaged according to the previous seniority standing held by them in preference to other applicants and if re-engaged within twelve (12) months, shall retain the seniority and benefits.
- 8.05 *Permanent Members*, who have been laid off and have not received a severance allowance, will be given a general priority throughout the *City* service for any vacancy for which they are qualified.
- 8.06 After a twelve (12) month recall period, a *Permanent Member* shall be eligible for a severance allowance at their *Regular Rate of Pay* at the time of layoff according to the attached *schedule*. An employee, at any time during their twelve (12) month recall period, may elect to give up their recall rights and receive the severance allowance.

Severance Allowance Schedule

Full Years	Weeks of Pay	Full Years	Weeks of Pay	Full Years	Weeks of Pay	Full Years	Weeks of Pay
1	2	6	12	11	22	16	32
2	4	7	14	12	24	17	34
3	6	8	16	13	26	18	36
4	8	9	18	14	28	19	38
5	10	10	20	15	30	20 & 21+	40

- 8.07 The *City* will continue to pay for benefits in accordance with the following *Schedule*

Years of Service	Continuation Period for Benefits
Employees with five (5) or less years of service	One (1) month
Employees with five (5) plus of service	Two (2) months

Article 9 - Discipline and Discharge

- 9.01 The *City* shall not apply discipline for other than just cause. The *City* may apply appropriate discipline to *members* for just cause. Copies of all disciplinary action shall be provided to the *Association*.
- 9.02 Should severe disciplinary action appear warranted, the *member* concerned may be suspended pending investigation. Following investigation the appropriate discipline shall be implemented. The *City* of Spruce Grove and IAFF recognize that discipline and/or termination of employment may be necessary should staff *member's* objectives be incompatible with the *City* of Spruce Grove, should they be unable or unwilling to fulfill the requirements of the *Position*, or should they fail to comply with the Collective Agreement. Progressive discipline, which aims to be corrective in nature, will be used in most cases of where there is a breach of rules or regulations or infractions. The seriousness of the infraction or violation will determine the nature and severity of the disciplinary action applied.
- 9.03 A *member* shall have the right to be represented by an official of the *Association* during any grievance or investigation arising as a result of disciplinary action taken.
- 9.04 A *member* may apply in writing to have their disciplinary record removed from their employee file after eighteen (18) months have elapsed, provided a *member* has maintained a clear record with no disciplinary action for eighteen (18) months.

Article 10 - Training

- 10.01 Training to supplement experience required for *promotion* will be made available on a priority basis to all *members* except temporary *members*.
- 10.02 Annual training opportunities will be made available to *members* for operational requirements including technological and skills enhancement, contingent upon training availability, staffing requirements and limitations of budgets. The *City* will pay for all training courses the *City* determines as mandatory. Efforts will be made where reasonableness will prevail from both parties in scheduling training and notice requirements.

- 10.03 Notwithstanding section 10.02 the *City* will pay all fees associated with maintenance and continuance of a *member's* registration with the Alberta College of Paramedics excluding any late fees.
- 10.04 Notwithstanding section 10.03, a *member* who is unsuccessful in any requirement in the maintenance and continuance of the *member's* registration with the Alberta College of Paramedics shall be responsible for all costs associated with subsequent attempts to complete the requirement.
- 10.05 The *City* shall reimburse *members* for the cost of travel and subsistence for all training taken in accordance with *City* Policy.
- 10.06 *Members* may take training in addition to the training that is made available by the *City* with partial compensation, which may include wages, tuition, travel, and meals at the *Fire Chief's* discretion. Approval is required by the *Fire Chief*, prior to commencing any additional training where the *City* is involved in partial compensation.

Article 11 - Vacancies and Promotions

- 11.01 All permanent *Positions* shall be posted in accordance with *City* policy for twenty (20) calendar days on the bulletin board in the Fire Hall. Where practical, temporary vacancies of less than three (3) months shall be posted for a period of five (5) calendar days in accordance with *City* policy.
- 11.02 Appointments to *positions* may be made by mutual agreement between the *Association* and the *City* without posting.
- 11.03 All *promotions* shall be based on qualifications and ability as set out by the *City*. Should qualifications and ability be equal then seniority shall be the determining factor. If a Fire Prevention Officer wishes to become a fire officer, they must serve a minimum of one (1) year of duty as an active Firefighter, prior to applying for a higher *rank Fire Services position*, unless it is a higher *rank Fire Prevention Officer position*.
- 11.04 A *member* who is promoted beyond the Classification/*Rank* of Firefighter will be on a six (6) month *trial period*. During this period the *member* may revert to his previous *position* or be reverted if he cannot meet the standards of his *promotion* as determined by the *Fire Chief*.
- 11.05 If a current *member* holds the *rank* above Firefighter should apply and be

the successful applicant for the Fire Prevention *position*, this *member* shall start at the prevention officer rate of pay closest to their current title.

- 11.06 Fire Prevention Officers will be excluded from any mandatory EMT-P training required in any current or future Letter of Understanding.

Article 12 - Committees

Labour Management Committee

- 12.01 A Labour Management Committee shall be established consisting of two (2) representatives of the *Association* and two (2) representatives of the *City*. The *City* will support up to two (2) representatives of the *Association* and provide leave with pay while on duty.
- 12.02 The Committee shall concern itself with following general matters:
- (a) Considering constructive criticisms of the collective agreement so that better relations shall exist between the *City* and Employees;
 - (b) Correcting conditions causing grievances and misunderstandings;
 - (c) Other matters of mutual interest that may arise from time to time.
- 12.03 The Committee shall meet every month provided there are agenda items. Meeting times and dates will be mutually agreed upon at the previous meeting. *Members* of the Committee shall receive, where practical, an agenda of the meeting at least one week in advance of the meeting. The *City* and *Association* will rotate, on a monthly basis, preparing the agenda and chairing the meeting. If there are no agenda items from either party, then that month's meeting will be cancelled. The next monthly meeting will then be *scheduled* at a suitable time for both parties. The responsibility to prepare the agenda and chair the meeting will rotate between the *City* and

the *Association*.

- 12.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairperson as promptly as possible after the close of the meeting. The *Association* and the *City* shall each receive a signed copy of minutes.
- 12.05 The Committee shall not have any jurisdiction over operational requirements, wages, or any other matter of collective bargaining, including administration of this Collective Agreement. The Committee shall not supersede activities of any other Committee of the *Association* or the *City* and does not have the power to bind either the *Association* or its *members*, or the *City* of any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the *Association* and the *City* with respect to its discussions and conclusions.

Safety Committee

- 12.06 The *Association* will nominate two (2) representatives to represent employees on the Occupational Health and Safety Program subcommittee.

Article 13 - General

- 13.01 The *Association* agrees not to strike and the *City* agrees not to lock out.
- 13.02 There shall be no discrimination, restriction, or coercion exercised or practiced with respect to a *member* by reason of his *membership* or activities in the *Association*.
- 13.03 The *Association* will be provided with a bulletin board in the Fire Hall.
- 13.04 Performance assessments will be reviewed and acknowledged in writing by *members* and provide the *members* with an opportunity to attach a written response to the review to form a part of the *member's* permanent record.
- 13.05 Upon request, a *member* may review his employee file in the presence of an authorized representative of the *City* during normal business hours.

- 13.06 The *Association* may hold *Association* meetings for reasonable periods at the Fire Hall provided response readiness and operational requirements are not compromised.
- 13.07 A physical fitness program developed by mutual agreement of the *Association* and the *City* shall be maintained in order to ensure *members'* fitness is appropriate for their duties. The *City* will provide sixty (60) minutes for fitness followed by a fifteen (15) minute shower break per *shift* provided response readiness is not compromised.
- 13.08 Should the *City* determine a need for evaluation of all *members'* fitness, it will be an evaluation comprised of bona fide occupational requirements for Firefighter Fitness evaluation. The *Association* and the *City* will set up the evaluation collectively. A *member* who fails to achieve the benchmark time established by the evaluation will have up to three (3) additional attempts within one (1) year in which to successfully complete the evaluation. The *Association* agrees that any *member* who does not successfully complete the evaluation within one (1) year is subject to reassignment or disciplinary action.
- 13.09 To promote the Health and Wellness of the *members*, the *City* will provide a program of annual medical exams based on NFPA standards. The *City* will cover the annual cost of the medical and the results of the medical shall follow the practices to ensure confidentiality.
- 13.10 The *City* shall pay all reasonable expenses and costs with respect to any civil or criminal action arising out of any incident involving a *member* of *Fire Services*, provided the *member* at the time of such incident was acting within the scope and course of his employment with the *City* and the incident was not as a result of the gross negligence of the *member*.

Article 14 - *Shift* Exchange

- 14.01 *Shift* exchanges are designed to allow *members* time off when lieu or vacation time is unavailable. *Shift* exchanges have to be approved by the platoon Officer and will be allowed up to a maximum of six (6) requested *shifts* per *calendar Year*. Exchanges greater than three (3) hours are considered to be one of the six (6) requested per year.
- (a) If a *member* wants a *shift* exchanges greater than one (1) hour but less than three (3) hours, paperwork is required but a

return work *shift* does not have to be recorded.

- (b) If a *member* requires a *shift* exchanges for less than one (1) hour, then no paperwork is required.
- (c) The onus is on the individual to track their time and it is not the responsibility of the Captain or Chief Officers to deal with disputes specific to *shift* exchanges.

14.02 *Probationary members* are not permitted to participate in *shift* exchanges until such time as they have successfully completed their probationary period.

14.03 *Shifts* are not to be given away or sold, and where possible are to be arranged forty-eight (48) hours prior to the first *shift* affected.

14.04 Day and Night *shift* exchanges are equal in value with no hours owing.

14.05 A *member* must find a suitable replacement for their requested *shift* exchanges.

Examples of suitable replacements include:

- (a) Firefighter for Firefighter: Must be equally trained both medically and fire trained (e.g. Paramedic for a Paramedic; 1001 Firefighter for a 1001 Firefighter)
- (b) Acting Lieutenant for an Acting Lieutenant
- (c) Lieutenant for a Lieutenant
- (d) Captain for a Captain
- (e) Fire Prevention Officer for Fire Prevention Officer

14.06 *Shift* trades are allowed for union business with no effect on the maximum allotted numbers outlined in 14.01 above.

Article 15 - Hours of Work and Overtime

15.01 All authorized hours worked in excess of the *Regular Hours of Work* shall be overtime.

- (a) Overtime will be compensated at three (3) times the regular hourly rate for a call out, excluding a duty *shift*, on statutory holidays.

- (b) Overtime will be compensated at two (2) times the regular hourly rate for:
 - (i) Callout
 - (ii) Duty *shift*
 - (iii) All hours while instructing an approved or certified course outside of their regular duties or
 - (iv) Extension to *shift*
 - (v) Work related Court Duty
- (c) Overtime will be compensated at one and a half (1.5) times the regular hourly rate for:
 - (i) Training
 - (ii) Meetings
- (d) Overtime will be compensated at straight (1.0) times the hourly rate for annual medical exams as referenced as in Article 13.09
- (e) Payment for overtime shall be calculated to the nearest one half (1/2) hour.
- (f) Employees can bank a maximum sixty-two (62) overtime hours in a *calendar Year*.
- (g) Hours banked and used cannot be replaced with new banked hours, except hours earned from callouts excluding duty *shifts*.
 - (i) Any remaining banked time in the employee's bank in the 26th pay period will be paid out.
 - (ii) Employees may apply to use lieu time in one (1) hour increments.
- (h) In establishing daylight savings time and reverting to standard time, *members* called in for overtime will be paid in accordance with actual hours worked. All other *members* working the *shifts* concerned will have their pay averaged out as if it were a normal working period.

15.02 The *City* and the *Association* recognize the *members* as a *Captive workforce*.

- 15.03 The *Association* recognizes that *captive workforce* means that staff is under the direction of supervisors at all times while on duty with no guarantee to break periods.
- 15.04 The *City* shall strive to provide sufficient break periods to allow *members* to prepare and consume meals.
- 15.05 A *member called out* shall receive a minimum of two (2) hours at two (2) times the *Regular Rate of Pay*.
- 15.06 *Members* on emergency calls or non-emergency calls for continuous periods of over three (3) hours shall be supplied with food and/or refreshments consistent with *City* policy.
- 15.07 *Members*, excluding Fire Prevention Officer, shall work *shift* work *scheduled* according to the following: *Dayshifts* shall be a ten (10) hour day; *Nightshifts* shall be a fourteen (14) hour night, with a repeating *schedule* that averages a forty-two (42) hour workweek. The intent, where operationally practical, is to provide as much notice on *schedule* changes with the provision of providing twenty-eight (28) days' notice for required *shift* changes. *members* assigned to modified duties, light duties, gradual return to work, and *Special Duties* may be assigned alternate *schedules* that still average forty-two (42) hour workweeks.
- 15.08 Nothing in this agreement inhibits the *Fire Chief*, upon ten (10) days written notice, from temporarily reassigning a *member*, excluding the Fire Prevention Officer, to work another *schedule* based on ten (10) hours days, or ten (10) days and/or fourteen (14) hour nights. If *Regular Hours of Work* or *shift* change are implemented on shorter notice, except for modified or light duties, the affected *member* shall receive the overtime rate for the first *scheduled Regular Hours of Work* or *shift* worked. Where reasonable and practical the *Fire Chief* will provide the *member* with twenty-eight (28) days' notice.
- 15.09 When a *member* who is an authorized representative of the *Association* attends a meeting while on duty between the *City* and the *Association*, they shall be relieved of their duties and the *member* shall suffer no loss of pay and their *position* shall be backfilled by another *member*. During negotiations there shall be a minimum of three (3) *members* who may attend negotiations.
- 15.10 The *City* shall ensure that there is no loss of pay for the representative of the *Association*, and the grievor, where resolution of the grievance requires their absence from their regularly *scheduled shift*.

- 15.11 Notwithstanding any other article in this agreement the *Fire Chief* may assign a *Rover* to a *shift schedule*, based on ten (10) hour days and fourteen (14) hour nights that averages a maximum of 42 hours per week, other than the one identified in *Schedule IV*. The *Rover* will be provided with a monthly *schedule* prior to the 10th of the month preceding the *schedule* month, should the *schedule* change after the 10th of the previous month the *Fire Chief* shall provide 10 days' notice of this change and if less than 10 days' notice is provided than the first *shift* worked in the change shall be considered overtime.
- 15.12 *Members* in Fire Prevention Officer *positions* shall work a *schedule* that averages a forty two (42) hour work week, based on 8.4 hour or 10.5 hour *shifts*. There shall be no more than five (5) work days in any given week and there shall be no more than one start time *scheduled* within a twenty four (24) hour period.
- 15.13 Nothing in this agreement inhibits the *Fire Chief* upon ten (10) days written notice, from temporarily reassigning a Fire Prevention Officer to work another *schedule* for operational purposes.
- 15.14 Regardless of wordings elsewhere in this agreement, a *member* on probation may be *scheduled* to work any *shift* pattern or hours of work, compliant with Labour Standards, for the purpose of orientation or identified necessary training. Any *shift* created under this clause, greater than 10.5 hours will only be implemented after consultation and agreement with the *Association*.

Article 16 - Remuneration

- 16.01 *Members* shall be paid a bi-weekly salary, based on the *member's* annual salary, as per Appendix I. Pay, excluding overtime, shall be based on an average of forty-two (42) hours per week, regardless of actual hours worked in the pay period.
- (a) A *member* shall receive their incremental raises as per Appendix 1 on the pay period immediately following their *anniversary date*.
- 16.02 Both parties recognize that depending on start and termination dates the *member* may be owed or owe hours. This will be taken into consideration on the final pay period to ensure only those hours worked are compensated.

- 16.03 First Class Firefighters shall become eligible for the Hourly Rate of *Senior Firefighter*, as set out in Appendix I, on the sixth (6th) *anniversary date* of their becoming a First Class Firefighter.
- 16.04 *Members on standby* shall receive pay of ten dollars (\$10.00) per hour while on *standby*. *Members on standby* shall at all times, while on *standby*, be able to respond to the station in no more than fifteen (15) minutes.
- 16.05 *Members on-call* shall receive no remuneration other than overtime as per provisions of this agreement and must have responded to the station within fifteen (15) minutes of the call.
- 16.06 When a *member*, designated by the *Fire Chief*, is relieving a Classification/*Rank* higher than the First Class Firefighter, he shall be paid at the rate of pay for the Classification/*Rank* in which he is relieving for any hours greater than three (3) hours during their *shift*. The full *shift* may be divided between two or more *members*.
- 16.07 The *City* will acknowledge the *members* with a long service bonus in an effort to sincerely recognize and show appreciation for the services rendered and payment will be made in accordance with the following *schedule*:

Long Service Bonus <i>Schedule</i>
\$200 in the 5th year of Continuous Service
\$400 in the 10th year of Continuous Service
\$600 in the 15th year of Continuous Service
\$800 in the 20th year of Continuous Service
\$1,000 in the 25th year of Continuous Service
\$1,200 in the 30th year of Continuous Service
\$1,400 in the 35th year of Continuous Service

- 16.08 In the event that the *City* creates a new Classification/*Rank* or *Position* within the bargaining unit, the rate of wages for such a new Classification/*Rank* or *Position* shall be negotiated with the *Association*.

- 16.09 A *member*, excluding Fire Prevention Officer, or *Probationary Member* shall serve at least one (1) year in each class, found in Appendix I, of Probationary to First Class Firefighter. Fire Prevention Officer shall serve at least one (1) year in each class found in Appendix I, of Fire Prevention Officer first year to Fire Prevention Officer third year.
- 16.10 It is agreed that the *City* may, at its sole discretion hire Firefighters from other departments represented by the IAFF at the same pay classification/*rank* as found in Appendix I, not to exceed first class Firefighter rate. Should the Firefighter's current classification/*rank* be one that is not found in Appendix I; the classification/*rank* shall be set as per years served in their current IAFF department. The Firefighter hired must be in good standing with their current IAFF Local at the time of employment offer being presented by the *City* and must be an EMT-P. In the event the *City* hires a Firefighter in accordance with this clause, any *members* currently serving who also came from another IAFF represented fire department shall have their current wage adjusted to what, they currently would be, had this clause been applied to them at their time of hiring.
- 16.11 *Shift* differential shall be paid for all *nightshifts* at the rate of \$1.00 per hour. For practical purposes *shift* differential of \$49.13 shall paid on each pay period based on the following formula:

$$\frac{(91.25 \text{ nightshifts per year}) \times (14 \text{ hours} \times \$1.00)}{(26 \text{ pay periods})}$$

Article 17 - Vacations

- 17.01 A member's anniversary date for vacation purposes shall be the latest hiring date.
- 17.02 Members shall earn vacation entitlement based on the accumulation factor as set out below:

Vacation Accruals

Years of Service Hours (Anniversary)	Accumulation Factor (Per Pay Period)	Annual Hours
0 to 4	4.87	126.62
On 5 th	5.21	135.46
On 6 th	5.54	144.04
On 7 th	5.96	154.96
On 8 th	6.47	168.22
On 9 th	6.80	176.80
On 10 th	7.22	187.72
On 11 th	7.64	198.64
On 12 th	8.06	209.56
On 13 th	8.48	220.48
On 14 th	8.90	231.40
On 15 th	9.32	242.32

On 16 th through 24 th	9.74	253.24
On 25 th and any years thereafter	11.00	286.00

- 17.03 *Members* and their Officers are responsible to ensure vacation entitlements do not exceed one hundred percent (100%) of their respective yearly accumulation factor at any time. Human Resources will provide Officers with accrual data in February of every year. *Staff Members* may accrue more than one hundred percent (100%) once every five years, provided written permission is obtained from the *Fire Chief* and the department *General Manager* and recommended for approval by the *City Manager*. The *City Manager* is the final approving authority. Entitlements that exceed one hundred percent (100%) will be paid out at the end of each year where *City Manager* approval has not been granted to carry over excess vacation.
- 17.04 *Members* may take the vacation entitlement they have accrued to date subject to section 17.06 or *Fire Chief* approval.
- 17.05 Vacation accruals shall not accrue during any absence of thirty (30) continuous calendar days or more, except for vacation.
- 17.06 Vacation requests shall be submitted by January 30th with approval by the *Fire Chief's* office by March 1st for the upcoming vacation *calendar Year*, which shall be considered to be April 1st to March 31st of the following year. Upon approval of vacation leave no cancellation or substitution will be permitted without joint agreement from the *Fire Chief's* office and the individual requesting such change.
- 17.07 *Probationary Members* shall be permitted to apply for vacation leave after their first *anniversary date*. If candidates during the hiring process make the *City* aware of prior commitments the *City* may accommodate.
- 17.08 If vacation cancellation as approved by the *Fire Chief* occurs, the vacant tour shall be re-offered to the platoon following the peak time request process.
- 17.09 There shall be no more than one confirmed or *qualified officer* on vacation from each platoon at any given time.
- 17.10 *Members* may submit vacation and lieu time on a month to month basis prior to the 10th of the preceding month for which the leave is requested.

17.11 Method of approval will allow one (1) *member* off on vacation on each platoon for every nine (9) *members* on a platoon. At such time when there are greater than nine (9) *members* on a platoon, two (2) *members* would be allowed off on vacation. However, upon the Chief's authorization, additional *members* may be allowed vacation provided the vacation time does not jeopardize the operation of the Fire Service.

(a) Effective *July 20, 2015 to April 1, 2018*. Clause 17.11 is restricted to only one (1) *member* being authorized on vacation, even when a platoon has greater than nine (9) *members*. However it is agreed that the *City* will allow a second *member* to utilize vacation on platoons that are over nine (9) *members* when operational feasible and no overtime is created.

17.12 If at the start of the *shift* the platoon on duty is above minimum staffing requirement on duty, then any *member* may request to use leave to take the *shift* off. In the event more than one *member* wants to take the *shift* off and provided there are adequate qualified *members* working, the most senior *members* will be granted the *shift* off.

17.13 A *member* may apply for a first round selection (complete tours only) from one of the following:

- (a) One choice to a maximum of two (2) consecutive tours during peak time or
- (b) A maximum of two tours, one within peak time and one outside of peak time, or
- (c) Multiple consecutive tours to a maximum of your full vacation allotment out of peak time.

17.14 Peak time shall be June 20 to September 10 and December 20 to January 10 inclusive. Should any tour start within peak time then it shall be considered within peak selection time.

17.15 Once *members* of the platoon have selected their first round of vacation a second round of vacation selection may begin.

- (a) Second round vacation selection (complete tours only) will follow the same process as article 17.13.
- (b) Third and subsequent rounds may consist of partial tours.

17.16 All vacation selection rounds will be allocated according to seniority. The most senior *member* will get first pick, second most senior will get second

and so on. Requests will continue until everyone has either used all their vacation time or there are no further vacation selection requests.

- 17.17 Upon the *Fire Chief's* request the *Association* shall provide an *Association Representative* to assist in the vacation selection process.

Article 18 - Statutory Holidays

- 18.01 The following days shall be recognized as statutory and declared holidays for the purpose of this agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Christmas Floater will be December 24 th	

- 18.02 All *members* shall receive six (6) hours on each pay date to compensate them for non-worked Statutory Holidays. This shall be included in the calculation of a *member's* pensionable salary. *Members* who are required to be on duty on a Statutory Holiday shall receive six (6) hours pay which will not be considered pensionable.
- 18.03 For the purpose of Article 18.02 a *member* is considered to have worked on the Statutory Holiday if their *shift* started on the Statutory Holiday.
- 18.04 A *member* called in for overtime on a Statutory Holiday will be compensated in accordance with Article 15.01.
- 18.05 *Members* working as Fire Prevention Officer are excluded from Articles 18.02 and 18.03.

Article 19 - Leaves

- 19.01 *Members* may request a leave of absence without pay by submitting a written request including the purpose of the leave to the *Fire Chief*. The *Fire Chief* will respond within five (5) working days with the decision stating the reason should the leave not be approved.
- 19.02 Temporary leaves of absence with pay will be granted to a *member*, upon contacting the *Fire Chief*, for the following circumstances:
- (a) Upon the death of an *Immediate Family Member* – up to three (3) *shifts*. The intent of this clause is to attend the funeral or an alternate memorial service for the deceased. The *shifts* must be taken within fourteen (14) months of the death.
 - (i) In the interests of safe driving, *members* shall be granted two (2) additional *shifts* if traveling by private vehicle and distance is greater than 500 kilometres one way.
 - (ii) If travel is by any other means and the distance is greater than 500 kilometres one way than the *member* shall be granted one (1) additional *shift*.
 - (b) *Critical illness* of an *Immediate Family Member*, up to three (3) *shifts*.
 - (c) Birth of or adoption of a child – in the case of birth; the *shift* that occurs on the day of delivery and the *shift* on the day following the day of delivery; in the case of adoption one *shift* either on the day of adoption or within one week of the adoption as requested by the *member*.
 - (d) Leaves for court related matters as follows:
 - (i) Subpoenaed witness for a matter which occurred on duty no limit. All witness fees received by the *member* shall be paid to the *City*.
 - (ii) Subpoenaed witness for a criminal matter which occurred while off duty and while not in the employment of another employer, including self-employment, no limit. All witness fees received by the *member* shall be paid to the *City*.
 - (iii) Subpoenaed to appear in Court as a juror on a working day, during their regularly *scheduled* hours of work,

shall be allowed time off without loss of pay, provided any monies paid to the *member* for their appearance be given to the *City*.

- (iv) Subpoenaed for any other matter – Leave without pay may be granted.
 - (e) Grievances, collective bargaining and other labour relations issues involving the *City*.
 - (f) To attend a provincial or national honor or citation, up to 1 (one) *shift*.
- 19.03 Other compassionate leaves of absence with or without pay due to exceptional circumstances may be granted at the sole discretion of the *City* Managers based on the *General Managers* recommendation by applying through the *Fire Chief*.
- 19.04 If a *member* is on lieu or vacation leave and qualifies and substantiates any leave which is listed above in Article 19 or Article 20.05-(ii), then the *member* shall apply to have their vacation or lieu time converted back to their lieu or vacation bank and the appropriate substantiated leave will be allocated.

Article 20 - Sick Leave

- 20.01 *Members* shall accumulate sick leave credits on the basis of eight and three tenths (8.3) hours per pay period to a maximum of one thousand ninety-two (1092) hours.
- 20.02 With the exception of vacation, sick leave credits shall not accrue during any absence of fourteen (14) consecutive *shifts*.
- 20.03 A *member* may be required to produce a medical certificate to substantiate any sick leave claim; medical certificates will normally be expected for any sick leave exceeding two (2) consecutive *shifts*. In the event there is a fee charged by the doctor to complete the medical certificate the *City* will pay for the fee.
- 20.04 In cases where a *member* has depleted all sick leave credits, weekly Indemnity coverage will be utilized.
- 20.05 Sick leave credits can be utilized for the following and medical notes may be requested:

- (i) Illness and injury of the *member*.
- (ii) *Serious Illness or injury* of the *member* while on vacation supported by a physician's statement.
- (iii) Up to two (2) *shifts* of sick time accrual may be granted annually for *domestic emergencies*.
- (iv) Dental/medical appointments for the *member* exceeding two (2) hours. Dental/medical appointments that are less than two (2) hours will be leave with pay.
- (v) Medical appointments for spouse or *dependant Immediate Family Member*.

20.06 The *City* reserves the right at any time to require a *member* to submit to a medical examination at the expense of the *City*. Where the examination indicates the *member* is fit for work, they shall return to their duties. Where the examination indicates the *member* medically unfit to continue in his employment, the *member* shall submit to an examination by a medical board whose majority opinion shall be accepted as final and conclusive by the *City*, the *Association* and the *member*. Where the board rules that for medical reasons the *member* should not continue in his employment, it is hereby agreed that the *City* shall endeavour, where possible and practical, to secure employment within *Fire Services*, or some other department of the *City*, for the *member*, and arrange for a transfer if necessary. The Medical Board shall consist of:

- (i) *City* appointed Physician
- (ii) Physician appointed by the *member*
- (iii) Specialists in the area of concern

Article 21 - Benefits

- 21.01 *Members* occupying *Positions* shall participate in the mandatory *City* benefits in which they are eligible and be given the opportunity to participate in the optional programs.
- 21.02 The *City* will make the appropriate deductions for those benefits the *member* is participating in along with the deductions required by law.
- 21.03 The *City* agrees to provide benefits programs, for the term of this agreement, in accordance with Benefits Program outlined within the Blue Cross benefit booklet for permanent full time Firefighters document – Plan 9599 – F, as of Issue Date, July 2014, with the exception of Long Term

Disability, which is sixty percent (60%) of pre-*disability* earnings and the *member* pays the full premium. Should there be any changes in the benefits program, either an increase or decrease, this would require negotiations between the *City* and the *Association*.

- 21.04 The *City* agrees that a Workers' Compensation Board Supplementation of Compensation Award is provided for *Permanent Members* that are prevented from performing their work for the *City* because of an occupational *disability* that is sustained during the course of their work. If the *disability* is recognized by the Workers' Compensation Board as compensable, the *City* will supplement the award made by the Workers' Compensation Board by such an amount that the award for loss of wages and any other allowances (excluding non-economic loss payment) provided as a result of a compensable *disability* together with the supplementation by the *City* will be one hundred percent (100%) of the employee's regular net pay (gross pay less statutory deductions, *association* dues, and required benefit contributions). In no case shall the combined payments from the *City* and Workers' Compensation Board exceed the normal net earnings of the *member*. There shall be no duplication of Payment from either the *City* or WCB. Payment shall commence on the date of commencement of the Workers' Compensation Board and shall continue until the Workers' Compensation Board certifies that the employee is able to return to work (either full or modified/light duties), grants a permanent pension, or the employee is entitled to any pension, or for a period of time not to exceed twenty- four (24) months, whichever comes first.
- 21.05 In the event of an Employee's Line of Duty Death, and in keeping with the wishes of the deceased's family, the Employer will contribute up to two months of 1st Class Firefighter salary towards the costs incurred to provide a full honors service for any employee covered by this agreement, whose death has been attributed to the work they perform and ruled so by WCB to be compensable. Services shall be in keeping with the accepted IAFF and CAFC protocols. The Service, ceremony or other events associated with the ceremony shall be coordinated and collaborated on together, with a committee consisting of a family representative, the *Association* and the *Fire Chief* or designate.
- 21.06 Health and Wellness Reimbursement – The *City* will reimburse up to \$100 with proof of receipts for items purchased that support a healthy lifestyle.

Reimbursement is for the current *calendar year* only with no carry-over into the next year. There is no retro-active payments from previous years. This benefit is for *members* only and cannot be in addition to the Health and Wellness reimbursement offered to other COSG employees.

Article 22 - Clothing and Equipment

- 22.01 New *members* shall be issued a “kit” containing the clothing and equipment described in Appendix III: Uniform Issue and Department.
- 22.02 The *Association* and the *City* acknowledge the kit will be maintained to ensure longevity and a professional image of *Fire Services*.
- 22.03 Each *member* shall receive a dry cleaning allowance of one hundred forty (\$140) dollars per year by December 31 in each *calendar Year*.
- 22.04 All clothing, and identification issued under this agreement remain the property of the *City* and shall be returned to the *City* upon leaving the employ of the *City*. A *member* shall return to the *City* all issued clothing and identification prior to receiving his final payment. Kit is defined in Appendix III must be returned including badge.

Article 23 - Grievance and Arbitration Procedure

- 23.01 A grievance, for the purpose of this agreement, is defined to be any dispute, difference, or disagreement between the *City* and the *Association* or a *member* or *members* which arises under this collective agreement and pertains to any of the following:
 - (a) Any matter relating to terms and conditions of employment within this collective agreement
 - (b) Any matter involving the *interpretation* of any provision of this collective agreement
 - (c) Any matter involving the alleged violation of any provision of this collective agreement
- 23.02 Any difference relating to the terms and conditions of employment, *interpretation*, or alleged violation of this collective agreement, including

questions as to whether the difference is arbitral, shall be settled in accordance to the following procedures.

- 23.03 The *Association* shall initiate grievances against the *City* and notices shall be given to the *Fire Chief*, or designate; if the grievance is against the *Association*, notice shall be given to the President of IAFF, Local 3021. Where it had been known or ought to have been known, the grievance shall be initiated by either party within seven (7) calendar days of the dispute, difference, or disagreement. The grieving party or person must give notice to the other party in writing, of their request to have a grievance, giving particulars of the grievance. A grievance not filed within the seven (7) calendar days of the dispute, difference, or disagreement incident is deemed to have been abandoned.
- 23.04 **Pre Step (informal):** The *Fire Chief* or designate, the *Association* President or designate, shall meet informally, within seven (7) calendar days of receipt of the grievance, to review all the facts of the matter and strive to resolve the issue. If the *Fire Chief* or designate, or the *Association* President or designate are not able to resolve the grievance then within seven (7) calendar days the grievance may be advanced to Level 1.
- 23.05 **Level 1 (Fire Chief or Association President):** If a resolve to the matter is not reached at the pre step level, the grievance may be advanced to Level 1. The *Fire Chief* or designate, in consultation with Human Resources, the *Association* President or designate, shall review all the particulars of the grievance within ten (10) calendar days. The *Fire Chief* or designate or the *Association* President or designate shall provide a written decision to the grievance within seven (7) calendar days of the review of the grievance.
- 23.06 **Level 2 (City Manager or Association Executive):** If a resolve to the grievance is not reached at level 2, within seven (7) calendar days of the level 2 decision, the grievance may be advanced, in writing, to Level 3. The *City Manager* or designate or the *Association* Executive in the case of a *City* grievance, will review all the information pertaining to the grievance and provide a written response to the grievance within fourteen (14) calendar days.
- 23.07 **Level 3 (Arbitration):** If a resolve to the grievance is not reached at level 3, within fourteen (14) calendar days of the level 3 decision, the *Association* shall by notice in writing refer the grievance to arbitration. In the case of a *City* grievance the *City* shall notify the *Association* Executive in writing to refer the grievance to arbitration. Such notice of intent to refer the grievance to arbitration shall contain a full statement of the grievance

and the name of the *Association's* designate and/or *City's* designate and or the nominee to an Arbitration Board. A grievance not referred to arbitration within the fourteen (14) calendar days shall be deemed abandoned.

The two nominees so selected shall, within fourteen (14) calendar days of the appointment of the *City* nominee, appoint a third person who shall be the chair of the Arbitration Board.

- 23.08 If the *Association* or the *City* fails to appoint a nominee within the time limit under article 23.07 above, the Minister of Labour upon the request of either party shall make the appointment. If the two (2) nominees fail to agree upon a chairman with the time limits, the Minister of Labour upon request of either party shall make the appointment.
- 23.09 The Arbitration Board may quash or confirm action taken by either party and may vary any action taken by either party, respecting disciplinary suspensions, demotions, or discharge (termination of employment).
- 23.10 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of the collective agreement.
- 23.11 Each party appointing a nominee shall bear the expenses of their respective nominee and shall bear one half (1/2) the expense of the chairman of the Arbitration Board.


SIGNING

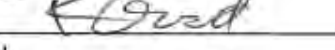
IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers on their behalf the day and year first written below.

DATED at Spruce Grove this 13th day of June 2016 A.D.

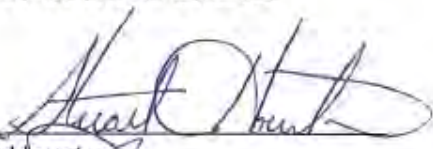
**SPRUCE GROVE FIREFIGHTERS,
Local 3021 of the International
Association of Firefighters**


PER: 
Alan Hofsink
President

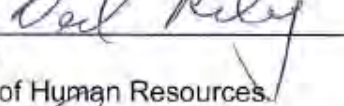
PER: 
Craig Heatherington
Vice President


PER: 
Rob Good
Secretary

CITY OF SPRUCE GROVE

PER: 
Stuart Houston
Mayor

PER: 
Robert Cotterill
City Manager

PER: 
Neil Riley
Manager of Human Resources

PER: 
Robert Kosterman
Fire Chief

Appendix I – Member Remuneration

Commencing as of December 1, 2013 and ending on June 30, 2014, a 1.5% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$113,131.20	\$4,351.20	\$51.80
Lieutenant	113%	\$103,914.72	\$3,996.72	\$47.58
Senior Firefighter	103%	\$94,698.24	\$3,642.24	\$43.36
1 st Class Firefighter	100%	\$91,968.24	\$3,537.24	\$42.11
2 nd Class Firefighter	90%	\$82,773.60	\$3,183.60	\$37.90
3 rd Class Firefighter	80%	\$73,578.96	\$2,829.96	\$33.69
Probationary	70%	\$64,384.32	\$2,476.32	\$29.48

Commencing as of July 1, 2014 (pay period 14) and ending on the last pay period of 2014 a 2.20% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$115,620.09	\$4,463.93	\$52.94
Lieutenant	113%	\$106,200.84	\$4,084.65	\$48.63
<i>Senior Firefighter</i>	103%	\$96,801.69	\$3,723.14	\$44.32
1 st Class Firefighter	100%	\$93,991.54	\$3,615.06	\$43.04
2 nd Class Firefighter	90%	\$84,594.62	\$3,253.64	\$38.73
3 rd Class Firefighter	80%	\$75,197.70	\$2,892.22	\$34.43
Probationary	70%	\$65,800.78	\$2,530.80	\$30.13
Fire Prevention Officer – 3 rd year	110%	\$103,390.70	\$3,976.57	\$47.34
Fire Prevention Officer – 2 nd year	105%	\$98,691.12	\$3,795.81	\$45.19
Fire Prevention Officer – 1 st year	100%	\$93,991.54	\$3,615.06	\$43.04

Commencing on the first pay period of 2015 a 2% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$117,932.49	\$4,535.86	\$54.00
Lieutenant	113%	\$108,324.86	\$4,166.34	\$49.60
<i>Senior Firefighter</i>	103%	\$98,737.72	\$3,797.60	\$45.21
1 st Class Firefighter	100%	\$95,871.37	\$3,687.36	\$43.90
2 nd Class Firefighter	90%	\$86,286.51	\$3,318.71	\$39.51
3 rd Class Firefighter	80%	\$76,701.65	\$2,950.06	\$35.12
Probationary	70%	\$67,116.79	\$2,581.42	\$30.73
Fire Prevention Officer – 3 rd year	110%	\$105,458.51	\$4,056.10	\$48.29
Fire Prevention Officer – 2 nd year	105%	\$100,664.94	\$3,871.73	\$46.09
Fire Prevention Officer – 1 st year	100%	\$95,871.37	\$3,687.36	\$43.90

Commencing on the first pay period of 2016 a 2% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$120,291.14	\$4,626.58	\$55.08
Lieutenant	113%	\$110,491.36	\$4,249.67	\$50.59
<i>Senior Firefighter</i>	103%	\$100,712.48	\$3,873.56	\$46.11
1 st Class Firefighter	100%	\$97,788.80	\$3,761.11	\$44.78
2 nd Class Firefighter	90%	\$88,012.24	\$3,385.09	\$40.30
3 rd Class Firefighter	80%	\$78,235.68	\$3,009.06	\$35.82
Probationary	70%	\$68,459.13	\$2,633.04	\$31.35
Fire Prevention Officer – 3 rd year	110%	\$107,567.68	\$4,137.22	\$49.25
Fire Prevention Officer – 2 nd year	105%	\$102,678.24	\$3,949.16	\$47.01
Fire Prevention Officer – 1 st year	100%	\$97,788.80	\$3,761.11	\$44.78

Commencing on the first pay period of 2017 a 2% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$122,696.96	\$4,719.11	\$56.18
Lieutenant	113%	\$112,701.19	\$4,334.66	\$51.60
<i>Senior Firefighter</i>	103%	\$102,726.73	\$3,951.03	\$47.04
1 st Class Firefighter	100%	\$99,744.58	\$3,836.33	\$45.67
2 nd Class Firefighter	90%	\$89,772.49	\$3,452.79	\$41.10
3 rd Class Firefighter	80%	\$79,800.40	\$3,069.25	\$36.54
Probationary	70%	\$69,828.31	\$2,685.70	\$31.97
Fire Prevention Officer – 3 rd year	110%	\$109,719.03	\$4,219.96	\$50.24
Fire Prevention Officer – 2 nd year	105%	\$104,731.80	\$4,028.15	\$47.95
Fire Prevention Officer – 1 st year	100%	\$99,744.58	\$3,836.33	\$45.67

Commencing on the first pay period of 2018 a 2% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$125,150.90	\$4,813.50	\$57.30
Lieutenant	113%	\$114,955.21	\$4,421.35	\$52.64
<i>Senior Firefighter</i>	103%	\$104,781.26	\$4,030.05	\$47.98
1 st Class Firefighter	100%	\$101,739.47	\$3,913.06	\$46.58
2 nd Class Firefighter	90%	\$91,567.94	\$3,521.84	\$41.93
3 rd Class Firefighter	80%	\$81,396.41	\$3,130.63	\$37.27
Probationary	70%	\$71,224.88	\$2,476.32	\$32.61
Fire Prevention Officer – 3 rd year	110%	\$111,913.41	\$4,304.36	\$51.24
Fire Prevention Officer – 2 nd year	105%	\$106,826.44	\$4,108.71	\$48.91
Fire Prevention Officer – 1 st year	100%	\$101,739.47	\$3,913.06	\$46.58

Commencing on the first pay period of 2019 and ending on the last pay period of 2019 a 2.5% increase.

Classification/Rank	Percentage compared to 1 st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Captain	123%	\$128,279.67	\$4,933.83	\$58.74
Lieutenant	113%	\$117,829.09	\$4,531.89	\$53.95
<i>Senior Firefighter</i>	103%	\$107,400.79	\$4,130.80	\$49.18
1 st Class Firefighter	100%	\$104,282.95	\$4,010.88	\$47.75
2 nd Class Firefighter	90%	\$93,857.13	\$3,609.89	\$42.97
3 rd Class Firefighter	80%	\$83,431.32	\$3,208.90	\$38.20
Probationary	70%	\$73,005.50	\$2,807.90	\$33.43
Fire Prevention Officer – 3 rd year	110%	\$114,711.25	\$4,411.97	\$52.52
Fire Prevention Officer – 2 nd year	105%	\$109,497.10	\$4,211.43	\$50.14

Fire Prevention Officer – 1 st year	100%	\$104,282.95	\$4,010.88	\$47.75
--	------	--------------	------------	---------

It is agreed that any retroactive payments resulting from the wage adjustments be processed on or before August 26, 2016 following ratification by the *Membership* and approval by *City Council*. Retroactive payments shall include all current Firefighter *members* who are currently employed by the *City of Spruce Grove* at the time of processing the payment, or have retired from the *City of Spruce Grove Fire Services*.

Appendix II – IAFF Decal



Appendix III – Uniform Issue and Department

PURPOSE

Firefighters are issued an initial issue of uniform based on needs of each *Position*. This Appendix ensures the appropriate issue for each *member* and that department is maintained. It rewards Firefighters for maintaining their uniforms by allowing the use of points for issue that may be worn off duty and ensures uniforms and appearances on duty are maintained to a standard acceptable to both the *Fire Chief* and the *Spruce Grove Firefighters Association*. The *City* shall replace or repair damaged or contaminated items found in Appendix III on the return of said item.

This Appendix, except for safety station boots, does not include “Protective Clothing” (Bunker Gear).

Definitions

Class A Uniform: means a tunic, pants, and forge cap approved by the Chief’s Office and is common to the Fire Service in Canada.

Dress Uniform: means the most formal uniform, approved by the *Fire Chief* and typically worn at ceremonies, official receptions, and other special occasions; with order insignias and full size medals.

Firefighter: means a *member* who holds a Firefighter *Position* with *FIRE SERVICES*.

Fire Officer: means a *member* who holds a permanent *Position* of Captain or Lieutenant with SGFS.

Workout Uniform: means shorts and t-shirt, approved by the *Fire Chief* with consultation with the Occupational Health and Safety Program subcommittee

Related Documents

1. NFPA 1975 Standard on Station/Work Uniforms for Fire and Emergency Services.

General

1. All items of uniform issue intended to be worn on duty shall conform to NFPA 1975. T- Shirts and other items not intended for response wear need not be flame resistant.

2. After initial uniform issue *members* receive points for the replacement of on duty uniforms and off duty clothing items.
3. *Members* of the Fire Service may accumulate a maximum of 5,000 points banked at any time.

Initial Uniform Issue

Firefighter:

Firefighter Uniform Item	# Issued	Firefighter Uniform Item	# Issued
Class A Uniform	1	Navy Blue Pants	4
Belt	1	Tie	2
Winter Gloves	1	Socks	6
Navy Blue Button Shirts	4	Toque	1
3-way (or equivalent) Jacket	1	Identification Name Tag	1
Jump Suit	1	Dress Shoes	1
Station Safety Boots	1	Uniform T-Shirt	2
Polo Shirts	2	Workout Uniform	1
Forge Cap	1		

Fire Officer:

Fire Officer Uniform Item	# Issued	Fire Officer Uniform Item	# Issued
Class A Uniform	1	Navy Blue Pants	4
Dress Uniform	1	Uniform T-Shirt	2
Belt	1	Tie	2
Winter Gloves	1	Socks	6
Navy Blue Button Shirts	4	Toque	1
3-way (or equivalent) Jacket	1	Identification Name Tag	1
<i>Rank</i> (collar and epaulets)	3 sets	Jump Suit	1
Station Safety Boots	1		

NOTE: In order to meet initial Issues *members* may be reissued uniforms already in their possession. *Rank* identifiers will be issued on a replacement basis.

Point System

Members are issued points toward the issue of required on duty uniform items and items for use off duty. Off duty items are the property of the *member* and on duty items remain the property of the *City of Spruce Grove*.

It is each *member's* responsibility to maintain a uniform kit with all required components for their duties. See Uniform Department section.

When a *member* requires or desires additional on duty uniform items these may be purchased at cost.

Firefighters and Fire Officers

Receive 84 points per pay period.

Uniform Item Costs:

Uniform Item	Points	Uniform Item	Points
Dress Uniform	1,875	Navy Blue Pants	250
Belt	50	Tactical Pants	250
Tie	25	Dress Shoes	350
Forge Cap	130	Shorts	50
Winter Gloves	25	Socks	8
Navy Blue Button Shirt	310	Uniform T-shirt	35
Identification name tag	8	3-way (or equivalent) Jacket	500
Polo Shirt	130	Jump Suit	500
Station Safety Boots	500 (up to \$200.00) Good	Toque	25
Station Safety Boots	750 (up to \$300.00) Better		
Station Safety Boots	1,000 (up to \$400.00) Best		
Class A Uniform	1,000		

Non Uniform Item Costs

Non Uniform Items will be made available from time to time at a ratio of 2.5 points per dollar of cost rounded to the nearest 10 points.

Department

Fire Service *members* are expected to portray a professional image at all times while on duty and therefore compliance with standing orders on department is essential. Subject to *Fire Chief* approval, the Captain on duty shall ensure that all *members* on duty for any *shift* are dressed appropriate for duties and that their uniforms are clean and in good order. A Firefighter whose uniform, in the opinion of the Captain or *Fire Chief*, is not in good order shall immediately replace the required uniform components and points may be deducted from the Firefighter. If there are insufficient points, then the Firefighter may be required to purchase the uniform items in accordance with Appendix III. Proper hygiene is essential for a professional image and to ensure cross contamination is limited for the safety of all *Fire Services members* and the public.

Uniform

1. Uniforms and Uniform items may only be worn while on duty, or to and from duty. Reasonable stops may be made to and from duty, however this does not include a bar, nightclub, liquor store, or any other place where liquor is permitted to be consumed or purchased unless in performance of duties or to attend a *Fire Chief* approved event.
2. A *member* on duty shall only wear authorized items of uniform issue.
3. A *member* shall not wear any pins, badges, or other items on their uniform unless authorized in writing by the *Fire Chief*.
4. A *member's* uniform shall be reasonably clean including polished boots.
5. *Members* on parade shall wear a complete uniform including forge cap and Class A Uniform.

Hair

1. Hair shall be clean, neatly styled, groomed, and not be of a colour considered inappropriate by the *Fire Chief*.
2. Shoulder length hair, or longer must be pinned-up, braided or otherwise restrained in a reasonable manner so that hair is off the collar.
3. Sideburn and moustaches shall not be groomed in a manner that allows hair to protrude into the seal surface of SCBA. Sideburns shall be no longer than 2.5 cm below the ear and moustaches shall be no longer than 2.5 cm below the corner of the mouth.

Jewellery

1. It is recommended that the *members* leave all personal jewellery at home.
2. A *member* choosing to wear jewelry to work accepts full responsibility for the loss or damage of the jewellery.
3. *Fire Services* will not repair or replace any jewelry that is lost while *On-call*, on-duty, or otherwise actively engaged in Fire Service business.
4. Wrist jewellery, including watches, will be of a “non-dangling” variety.
5. All jewellery is to be removed prior to patient contact if there is a possibility of injury to oneself, or to a patient.
6. Neck jewellery is to be placed inside the uniform shirt.
7. Open wounds, and/or body piercing must be covered during patient contact until such time the wound has healed and there is no chance of infection to wound or pierced area.
8. *Members* may wear 1 small stud type earring in each ear while on duty. All other visible piercing must be removed prior to duty.
9. In consideration to the patient and/or the *members* of the service who may be allergic to chemicals, *members* are asked not to use synthetic or natural body scents.

Tattoos

Any tattoo that is considered inappropriate by the *Fire Chief* shall be covered at all time while on duty. The *General Manager* of Community Services or the Manager of Human Resources may be consulted should the *Fire Chief* require further consideration on the appropriateness of any tattoo.

Daily Uniform Wear

The following is a description of uniform items that are to be worn at different times of day, season, or events.

Day Shift

Navy Blue Pants or Tactical Pants, Navy Blue Button Shirt, Belt, Socks, Station Safety Boots and issued *Rank* Epaulets/*Rank* Collar Dogs.

During cold weather periods dress may include: Toque, Winter Gloves, 3-way (or equivalent) Jacket.

Other than when responding to a call, Firefighters are required to wear a Tie whenever a Jacket is worn.

Excluding Parade, when temperatures are predicted to exceed 28 degrees Celsius Firefighters may, subject to Captain approval, wear Uniform Polo Shirts instead of the Navy Blue Button Shirt.

Night Shift

Dress prior to 22:00 hours shall be the same as Day *Shift*. After 22:00 hours, subject to Captain approval, Firefighters may wear/respond wearing their Jump Suit, until 07:00 hours.

Parade

Members on parade shall wear their Class A Uniform.

Parade shall include any special event, honour guard duties, funerals, *promotional* interviews, medal ceremonies, and any other event deemed by the senior officer on duty to be a parade event.

Honour Guard

Members assigned by the *Fire Chief*, to Honour Guard duties shall wear their Dress Uniform. Where a *member* has purchased, with or without points, a Dress Uniform, and their participation in Honour Guard Duties is voluntary, they shall be reimbursed 100 points for every Honour Guard participated in until they have been reimbursed the 1,875 points.

Fitness

During periods of fitness training *members* shall wear their workout uniform. Any EMS response during this period the *member* shall wear their Jump Suit over their workout uniform or daily uniform wear, during any Fire Response the *member* shall wear full protective gear over their workout uniform.

Maintenance Work

During maintenance work, which includes duties such as painting or any other time when, in the officer's opinion, damage may occur to uniform a *member* may be required to wear station coveralls.

Probationary Member

After a *Probationary Member* successfully passes their six (6) month examination as per Article 6.01 (b) the quartermaster shall be notified to arrange the ordering of the *Probationary Members* Class "A" uniform so that the *member* receives it prior to their 1 year probation date.

Paramedic Letter of Understanding dated May 19, 2015

Dress uniform referenced within the Paramedic Letter of Understanding shall mean a Class A Uniform under this Appendix.

Appendix IV – Shift Rotation Schedule

Schedule for a 28-Day Shift Rotation for Fire Services

Four platoons – A, B, C, D Two shifts – Days (0800 – 1800), Nights (1800 - 0800)

Day	Days	Nights	Day	Days	Nights
1	A	B	15	C	D
2	A	B	16	C	D
3	D	A	17	B	C
4	D	A	18	B	C
5	C	D	19	A	B
6	C	D	20	A	B
7	C	D	21	A	B
8	B	C	22	D	A
9	B	C	23	D	A
10	A	B	24	C	D
11	A	B	25	C	D
12	D	A	26	B	C
13	D	A	27	B	C
14	D	A	28	B	C

Appendix V – Labour Management Sub-Committee Terms of Reference

Labour Management Sub-committee Terms of Reference

Name

Sub-committees

This TOR is applicable to all sub-committees that are formed from Labour Management.

Members

- *Members* shall be appointed to sub-committees in accordance with the most current Collective Agreement between the *City* of Spruce Grove and the Spruce Grove Firefighters *Association*.
- When the collective agreement does not identify or mandate a subcommittee the *City* and the *Association* should seek consensus on the makeup of the committee. Where there is no consensus there is no committee.

Goals

1. The primary goal of the all sub-committees is good Labour Management relations.
2. The secondary goal is to be specified within each committee's terms of reference.

Deliverables

Each sub-committee's terms of reference is to identify the purpose of the committee and a means of measuring success or progress of the committee. Where either management or labour is of the opinion the subcommittee is not delivering they may serve notice at Labour Management that they are withdrawing from the committee.

Scope/Jurisdiction

- Sub-committees of Labour Management may make recommendations to Labour Management.
- Funding for the committee is limited to funds made available by Labour Management.
- Union representatives will be compensated for formal meetings only as per the collective agreement.
- Union representatives are expected to perform any required work of the committee while not on duty.

- While on committee work union representatives are representing the union and any concerns or issues regarding expenses or compensation for time is a union issue only.

Guidance from the Board/Lead Group

All sub-committees may be requested or may request to attend a Labour Management meeting to give updates or clarify directions.

Resources and Budget

All *City* expenses regarding committee work must be approved by the *Fire Chief*.

Governance

Sub-committees are responsible to Labour Management and therefore subject to Article 12 of the collective agreement.

Additional Notes

- *Members* of committees are to treat each other with respect at all times.
- Excluding emergency situations *members* of committees are to attend all meetings on time.
- The committees are to strive toward working as a cohesive group.
- Committees are to be result orientated.
- Minutes of committees are to be forwarded to Labour Management.

Appendix VI – Letter of Understanding - Training and *Promotions*

It is agreed the *City* and IAFF will work on the Training and *Promotions* process and language by the end of 2016 and failing that, commitment to bring an agreed objective 3rd party to assist with final process and wording. The outcome of this work is intended to replace the attached Appendix VI.

Training - General

Training is a critical and integral component of the job performance and career development of *members* of the *City of Spruce Grove Fire Services*. Depending upon the operational needs of the service, and the *members'* roles, job functions and career aspirations, training may include basic, advanced or specialized technical training and/or leadership development programs.

Appropriate training levels and programs for the various *Positions* within the Service should be determined through a collaborative process involving Management and Labour. Training may be categorized as Mandatory or Discretionary.

Mandatory Training is defined as training/courses/programs/certifications that are required in order for a *member* to achieve specified *Positions* within *Spruce Grove Fire Services* and to be able to function acceptably in those *Positions*. Costs related to Mandatory Training will be borne by the Employer, costs for Discretionary Training will be borne by the *member* unless, through discussion on a case by case basis, it is agreed that Management will bear some or all the costs. All training, both Mandatory and Discretionary, that a *member* has completed, may be considered for future opportunities and/or advancement within the Service.

Probationary Members - Training & Evaluation

- (a) All probationary Firefighters shall receive any prescribed EMS Orientation and Fire Training that is current at the time of their hiring prior to their initial assignment on a regularly *scheduled* platoon.
- (b) During a probationary Firefighter's first twelve (12) months of service with the Service, they shall be evaluated on current EMS, Firefighting and other Service standards at six (6) month and twelve (12) month intervals. The evaluation criteria processes and tools will be developed through a collaborative process involving Management and Supervisory Officers, and may be amended as necessary from time to time.

- (c) If a probationary Firefighter's performance and development is determined to be unsatisfactory through the six (6) month evaluation process, their employment status shall be reviewed to identify and implement necessary remedial or other appropriate courses of action.
- (d) Probationary Firefighters shall, unless extenuating circumstances undergo their twelve (12) month evaluation no later than completion of their eleventh (11th) month of service.
- (e) If a probationary Firefighter's performance and development is determined to be unsatisfactory through the twelve (12) month evaluation process, their employment status shall be reviewed to identify and implement necessary remedial or other appropriate courses of action.

Progression within Spruce Grove Fire Services

Members of the Fire Services will advance through the pay classifications/rank (probationary to 1st Class) as per the collective agreement and Letter of Understanding.

All Career Stages

- (a) *Members shall undergo annual performance reviews, part of which will identify potential areas of developmental/training needs that support their individual career aspirations and operational needs of the Service. Members will develop an annual training plan in collaboration with their reviewing Officer that identifies the training/education required for the Position the member currently holds and the Position(s) he/she is aspiring to.*
- (b) Throughout their careers *members will, on an ongoing basis:*
 - (i) Train on identified core competencies commensurate with the *Position* they hold within the Service.
 - (ii) Participate in Mandatory Training as developed and established as necessary by the *Fire Chief's Office*.
 - (iii) Be *scheduled* for Mandatory Training applicable to the classification/*rank* they currently hold and as they progress through the classifications. Where operationally practical, efforts will be made to *schedule* mandatory training outside of peak vacation hours.

- 1) All *members* eligible for such training will be offered the training in as expeditious a manner as practicable. If, however there are circumstances that prevent all eligible *members* from being able to participate in Mandatory Training applicable to their *rank*, such as but not necessarily limited to budgetary constraints the training will be provided to *members* in order of *rank* seniority. If the senior *member* refuses, or is unable to take the training offered to him/her, the next senior *member* will be offered the training, and so on.
- (iv) Be given the opportunity (subject to operational needs and approval by the *Fire Chief's Office*) to participate in Discretionary Training that the *member* feels would enhance their role, function and capabilities within the service.
 - (v) Demonstrate self-initiative in identifying and accessing training/education that will enhance and support their personal career aspirations.
 - (vi) Notwithstanding sections referencing mandatory training the *City* will pay all fees associated with a *member's* registration with the Alberta College of Paramedics, Alberta Fire Safety Codes, and any other fees, excluding late fees.
 - 1) Including in these fees are instructor (registration and maintenance fees)
 - 2) Annual approved courses including but not limited to: ACLS, PALS, ITLS, CPR
 - 3) Any approved incidental unexpected costs related to requirements by Alberta Health Services (AHS) and/or the Alberta College of Paramedics

Promotional Seniority

Promotional Seniority shall be established through the '*Qualified Officer Process*' detailed below. When a group of applicants challenge the *Qualified Officer Process*, the applicant that achieves the best overall rating through the process will be the most senior of that group. Any previously existing *Qualified Officers* will have had their *Promotional Seniority* similarly established and will be senior to any *members* that have subsequently become *Qualified Officers*. *Promotional Seniority* applies only to *Acting Officer* assignments, Temporary *Promotions* or Permanent *Promotions* within the Service. All other aspects of employment affected by seniority shall be subject to Article 6 - Seniority.

Promotional Process

General

All *promotions* within the *City of Spruce Grove Fire Services* will be conducted in accordance with the processes set out herein. No employee qualified as an Officer prior to the implementation of this letter of understanding, shall be prevented from further *promotion*, suffer any loss in pay or be demoted or laid off specifically as a result of not having attained the Mandatory training identified for the *Position* they hold prior to the implementation of this Letter of Understanding. However, such employee will be required to attain such Mandatory training within a reasonable time frame and through a process set out as a result of discussions between such employee and the *Fire Chief's Office*.

Qualified Officer and Officer Positions – Eligibility and Mandatory Training

Mandatory Training for Bargaining Unit Officer *Positions* are as prescribed in the Letter of Understanding. It should be noted that Mandatory Training requirements may be changed/updated from time to time as necessary. As much as possible; given operational requirements, urgency of need to fill *Positions*, or other contingencies that may arise from time to time; completion of, or proof of progress towards completion of Mandatory Training should be a prime determining factor in a *member's* advancement into *Qualified Officer*, Lieutenant, Captain or other Officer *Positions* as may be determined as being necessary as the Service expands and grows.

Qualified Officer Process

Initiation

The method by which a *member* becomes a *Qualified Officer* shall be known as the *Qualified Officer Process*. Before a *Qualified Officer Process* is initiated, the *Fire Chief's Office* will determine that there is a need to establish a group of *members* qualified to be promoted to Officer *Position(s)* at a future point in time. When such a need is determined by the *Fire Chief's Office*, a notice specifying the number of *Positions* required will be posted internally for not less than twenty (20) days. Interested *members* must apply to the *Fire Chief's Office* in writing and submit a current resume with their application within the above described notice period.

An applicant's eligibility to continue on in the process to become a *Qualified Officer* will be determined by reviewing their resume, prior service record, training, qualifications and potential job suitability. Such review shall be conducted jointly by the *Fire Chief's Office* and the applicant's supervising platoon officer(s).

Once initiated the *Qualified Officer Process* will be undertaken and completed within ninety (90) days of the commencement of the process.

Evaluation

- (a) For each *Qualified Officer* Process an Evaluation Panel shall be constituted. The Panel should consist of the representation from the *Fire Chief's Office*, representation from the *City of Spruce Grove Human Resources* and where operationally feasible a supervising platoon officer as designated by the *Fire Chief's Office*. All *members* of the Evaluation Panel shall have equal participation in the evaluation process.
- (b) Any *member* of the Evaluation Panel that may have a conflict of interest with respect to any applicant shall disclose the conflict to the *Fire Chief* and Human Resources. Determination of any conflict of interest shall be in accordance with current *City of Spruce Grove Human Resources* policies and procedures in effect at the time.
- (c) *Qualified Officer* Process evaluation criteria content will be developed by the *Fire Chief's Office* with representation from the *City of Spruce Grove Human Resources*. Such criteria may be reviewed and updated as necessary.
- (d) The Evaluation criteria shall consist of the following Steps:
 - (i) An operational written examination with a weighting of fifty (50) % towards the final evaluation score. A minimum of seventy five (75) % or higher is needed to advance further in this process.
 - (ii) An oral/practical examination with a weighting of twenty five (25) % towards the final evaluation score.
 - (iii) An interview with a weighting of twenty five (25) % towards the final evaluation score.
 - (iv) The overall score of the above criteria shall be a minimum of sixty five (65) %.
- (e) Based upon an applicant's performance and ratings during the *Qualified Officer* Process, the Evaluation Panel will determine whether or not the applicant is successful in satisfactorily completing the process
- (f) The Evaluation Panel will notify applicants in writing of their success or failure regarding the *Qualified Officer* Process within two (2) weeks of the conclusion of the process.
- (g) An applicant shall have the right to review their *Qualified Officer* Process results with the Evaluation Panel upon written request and appointment. Such written request shall be submitted to the *Fire Chief's Office* within two (2) weeks of the applicant's receipt of their process results.

- (h) Failure of an applicant to successfully meet the requirements of the *Qualified Officer* Process will not in any way prevent that applicant from applying to future processes.
- (i) Following a *Qualified Officer* Process the Evaluation Panel shall compile or add to a List of *Qualified Officers*. Successful applicants will be placed on the List of *Qualified Officers* in order of seniority (greatest to least). The List of the *Qualified Officers* will be made available to all successful *Qualified Officer* Process applicants and the *Association*.
- (j) The List of *Qualified Officers* should be maintained at a number that provides the Fire Service with the ability to assign *qualified officers* to each platoon.

Qualified Officers – Performance and Training

- a) To be a *Qualified Officer*, a *member* must have successfully completed the *Qualified Officer* Process and be placed on the List of *Qualified Officers*.
- b) *Qualified Officers* are required to undergo an enhanced annual performance evaluation that includes specific goals. *Qualified Officers'* enhanced performance evaluations should, in addition to the regular performance evaluation content, contain components that provide for an assessment of their management and supervisory qualities, skills and capabilities to ensure that they are performing adequately and are developing and maintaining the skills and competencies necessary to effectively discharge the duties, responsibilities and obligations of the *Position(s)* they are acting in.
- c) The enhanced components of the annual evaluation should be approved by Human Resources in consultation with the *Fire Chief's Office*
- d) Enhanced annual performance evaluations for *Qualified Officers* should be conducted by the *Qualified Officer's* immediate supervisor and a recommended action shall be submitted for review by the Management Officer appointed by the *Fire Chief's Office* and appropriate recommendations and course of action be conducted.
- e) If it is determined that a *Qualified Officer* is not performing acceptably in the management and supervisory aspects of their job function, their status as a *Qualified Officer* may be reviewed by the *Fire Chief's Office* to identify and implement necessary remedial or other appropriate courses of action.
- f) Dependent upon operational needs, *Qualified Officers* should be assigned so that, as much as possible, they are equally distributed among all platoons.

- g) All *Qualified Officers* are eligible to receive Mandatory Training relevant to the *Position(s)* they currently hold and are likely to be promoted to:
- (i) Development of scheduling for and/or access to such training will be coordinated by the *Fire Chief's Office* in as reasonable and fair a manner as possible.
 - (ii) Ideally all *Qualified Officers* will be *scheduled* for Mandatory Training applicable to the *Position(s)* they currently hold and/or are likely to be promoted to.
 - (iii) All *members* eligible for such training will be offered the training in as expeditious a manner as practicable. If, however there are circumstances that prevent all *Qualified Officers* or Officers in line for *promotion* from being able to participate in Mandatory Training applicable to their *Position(s)* or the *Position(s)* they are likely to be promoted to, such as but not necessarily limited to budgetary constraints, the training will be provided to *members* in order of *rank* seniority.
 - (iv) An outline of Mandatory Training and those *members scheduled* to participate in it, should be developed annually and made available to all *Qualified Officers* and Officers.

Qualified Officer – Advancement

- a) When the *Fire Chief's Office*, determines that a *promotion(s)* is/are required, it will be made from the List of *Qualified Officers* described above or existing officers in line for such *promotion(s)*. The *promotion(s)* will be made by the *Fire Chief's Office* in consultation with Human Resources and where operationally feasible a Supervisory Platoon Officer. *Promotions* will be at the discretion of the *Fire Chief's Office* and shall be based on the processes and criteria outlined in the previous sections of “*Qualified Officer Evaluation*” and “*Qualified Officer Performance and Training*”.
- b) When two (2) or more *Qualified Officers* are deemed to be equally qualified for a *promotion* as per the above criteria, *Promotional Seniority* shall be the determining factor with the most senior *Qualified Officer* being promoted.
- c) If operational needs require that Officer *Positions*, i.e. Lieutenant, Captain or other *positions*, may become relevant as the Service advances and grows, need to be filled prior to any *qualified officers* and existing officers achieving the Mandatory Training required for such *position(s)*, the *City* will ensure that any Mandatory Training the newly promoted incumbents have not yet acquired relevant to the *position* they have been promoted to will become a

priority and will be provided to the incumbents within two (2) years of *promotion*.

Acting Provisions

- a) In the event that a Lieutenant is absent the *Qualified Officer* with the greatest *Promotional Seniority* on that platoon shall act in the capacity of Lieutenant. Under these circumstances if a *Qualified Officer* is not available on the platoon, in accordance with other *Fire Services Standard Operating Procedures* an off duty Lieutenant may be brought in to cover the absence(s).
- b) In the event that a Captain is absent the *shift* Lieutenant shall act in the Captain's capacity and the *Qualified Officer* with the greatest *Promotional Seniority* on that platoon shall act in the Lieutenant's capacity. If the *Shift* Lieutenant is absent, in accordance with other *Fire Services Standard Operating Procedures* an off duty Captain may be brought in to cover the absence. If an off duty Captain is not available, in accordance with the *Fire Services Standard Operating Procedures*, an off duty Lieutenant may be brought in to cover the absence.

Temporary Promotions

- a) In the event that a Lieutenant is expected to be absent for a period of six (6) working tours the *Qualified Officer* with the greatest *Promotional Seniority* shall be promoted to the *Position* of Temporary Lieutenant for the duration of the absence.
- b) In the event that a Captain is expected to be absent for a period of six (6) working tours the senior Lieutenant shall be promoted to the *Position* of Temporary Captain for the duration of the absence and as a result of that *promotion*, the *Qualified Officer* with the greatest *Promotional Seniority* shall be promoted to the *Position* of Temporary Lieutenant for the duration of the absence.

Promotional Trial Periods

See Article 11.04 of the Collective Agreement between the *City* of Spruce Grove and the *Spruce Grove Firefighters Association*.

Reverting To a Formerly Held Classification/Rank or Position

See Article 11.04 of the Collective Agreement between the *City of Spruce Grove* and the *Spruce Grove Firefighters Association*.

Listing Of Eligibility and Mandatory Training

Qualified Officer:

For a *member* to be eligible to apply for consideration to become a *Qualified Officer* they shall be certified as an EMT-P, and have completed at least one (1) year service at 1st Class Firefighter level. In addition, they shall have obtained or demonstrate that they are in the process of obtaining the following mandatory qualifications/training/certifications:

- NFPA 1002
- NFPA 472-Operations
- NFPA 1021 – Officer Level 1
- ICS 200

Lieutenant:

To be eligible for *promotion* to a Lieutenant's *Position* a *member* shall be a *Qualified Officer* and shall have obtained or demonstrate that they are in the process of obtaining the following mandatory qualifications/training/certifications:

- NFPA 1021-Officer Level 1
- NFPA 1041 – Instructor Level 1
- *City* approved Supervisory Development Program

Captain:

To be eligible for *promotion* to a Captain's *Position* a *member* shall be a Lieutenant with two (2) years of experience and shall have obtained or demonstrate that they are in the process of obtaining the following mandatory qualifications/training/certifications:

- NFPA 1021 – Officer Level 2
- NFPA 1041 – Instructor Level 2
- NFPA 1521 – Safety Officer
- ICS 300
- Working on completion of Safety Codes Inspector and Safety Codes-Investigator

This Letter of Understanding shall be in effect for the term of the agreement January 1, 2013 to June 30, 2014, and will remain in effect until such time a new Appendix VI is developed or updated.

Appendix VII – Letter of Understanding – Paramedic Training

Consolidated

Between

The *City of Spruce Grove*

(The “*City*”)

-and-

Spruce Grove Firefighters Association

(The “*Association*”)

The *City* and the *Association* both acknowledge the difficulty hiring EMT-P qualified *members* and therefore the need to train Firefighters to the EMT-P level. Both parties further agree there is a need to clarify the conditions placed on *members* to become EMT-P certified and that the responsibility to become certified is shared. Therefore, both parties agree to the following:

- 1.a. All *members* hired on or after January 1st, 2015, who are not EMT-P certified, will be given a Training and Employment Contract that requires them to become EMT-P certified by the Alberta College of Paramedics or pertinent governing body within five (5) years of date of hire.
- b. All *members* hired prior to January 1st, 2015, who have already entered into a Training and Employment Contract, will continue their Training and Employment as per that contract except for the following:
 - i. When the *member* is *scheduled* to work before or after a *scheduled* class day, they shall be allowed reasonable travel time. If travel is over 200 km one way the *member* shall be excused from working any previous night *shift* prior to travel or subsequent *shifts* until the school week is completed. Once the school week is completed the *members* will be allowed an eight (8) hour rest period prior to reporting for duty.
 - ii. Notwithstanding Article 17.03 of the Collective Agreement *members* who have provided a letter of intent to pursue, as per clause 2c of the Letter of Understanding, may carry over annual vacation entitlements for the purpose of attending to a paramedic program. Upon a *member's* registration as an EMT-P with the

Alberta College of Paramedics the *members* shall revert back to the requirements of Article 17.03 and be paid out to an allotment of 100%.

- iii. The *City* agrees to pay actual travel, hotel, and meal expenses as per *City* Policy to a maximum of \$9,000 for the entire program, plus provide any required accommodations at or near the educational institution.

2. The Training and Employment Contract will contain clauses that address the following items:

- a. Regardless of the wording within their initial hiring letter, the *member* will remain a “*Probationary Member*” (on probation) for one year from date of initial hiring.
- b. The *member* shall have their initial hiring classification held for two years from date of hiring, and dates of classification progression detailed in clear terms.
- c. Date at which a *member* must state their decision to pursue EMT-P training or identify their decision to resign.
- d. Terms of severance if the *member* decides to resign their *Position* at the date identified in clause 2c or at any other time after the completion of probation.
- e. Deadline for registration with the Alberta College of Paramedics or pertinent registering body as an EMT-P.
- f. Clear consequences for failure to register with the Alberta College of Paramedics as EMT-P.
- g. Clearly identified *City* and *member* responsibilities for financial costs of training.
- h. Identify how conflicts in *shift schedules* and training requirements will be addressed.
- i. Identify Alberta College of Paramedics approved EMT-P program to be taken.

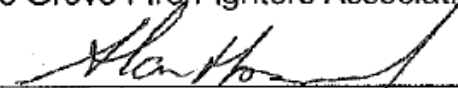
3. The *City* is under no obligation to provide a Class A uniform until the *member* submits their letter of intent to pursue the paramedic program as prescribed in their Training and Employment Contract.

4. The *City* and the *member* will sign the contract as read, understood, and agreed to. The *Association* will be present for the contract discussion between the *City* and the *member* and will sign as a witness to the signatures. The *City* shall also


provide copies of signed contracts to the *Association*. The *City* shall meet and go over the contract with the *member* within the first month of the *member's* employment.

5. In the event of circumstances beyond the *City's* control and require a modifications to the contract, the *Association* and the *City* will work together to find solutions. These situations are limited to those where the identified EMT-P program no longer exists or has been modified, and does not include any situation where the *member* has failed to meet the deadlines, or prerequisites as set out by the program.
6. "Initial Hiring" or "Initial Hire" means the starting date for the *Position* they currently hold and does not reference any casual or temporary *member Position* held previously.
7. Notwithstanding Article 17.03 of the Collective Agreement *members* who have provided a letter of intent to pursue, as per section 2c of the Letter of Understanding, may carry over annual vacation entitlements for the purpose of attending to a paramedic program. Upon a *member's* registration as an EMT-P with the Alberta College of Paramedics the *members* shall revert back to the requirements of Article 17.03 and be paid out to an allotment of 100%.
8. In the event a *member* fails to meet any of the requirements of their Training and Employment Contract they may be released for cause, subject to the grievance procedures as per the Collective Agreement.
9. Notwithstanding Article 17.03 nothing in this letter shall supersede or effect negatively Article 17 of the Collective Agreement.
10. This Letter of Understanding expires on December 31st, 2018.

Spruce Grove Fire Fighters Association

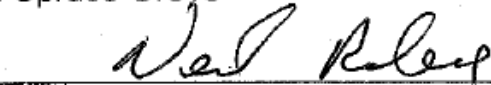
Per: 
President, Alan Hofsink

Date May 19, 2015

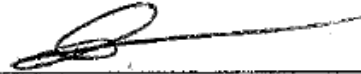
Per: 
Secretary, Rob Good

Date May 19/15

City of Spruce Grove

Per: 
Neil Riley, Human Resources Manager

Date May 19/15

Per: 
Robert Kosterman, Fire Chief

Date MAY 19/15

Training and Employment Contract

BETWEEN

THE CITY OF SPRUCE GROVE

(The “*City*”)

-and-

(Insert *member* Name)

(Member)

The *City* previously hired the *member*, who did not possess the minimum qualifications to be employed as a *member* with the *City*, with the intention that the *member* would obtain registration with the Alberta College of Paramedics as an EMT-P. The *member* has expressed a concern in regards to this qualification requirement and difficulty in obtaining within the timeframes set by the *City*. Therefore both parties agree to the following:

1. The *member* will be on probation until (Insert Date One Year after Initial Hire).
2. The *members*' rate of pay classification will remain (Insert Classification) until (Insert Date Two years After Initial Hire).
3. Prior to (Insert Date from 1 above) the *member* will notify the *City* in writing of their intention to pursue EMT-P registration or resign their *position* effective (Insert Date from 2 above). Once a *member* identifies their intention to pursue training or resign as per the Paramedic Training Letter of Understanding the decision is final. Failure to notify the *City* in writing of intentions will be deemed cause for termination without severance.
4. In the event the *member* gives intention to resign in accordance with clause 3 of the Training and Employment Contract, the *City* agrees to pay a severance package that is equal to the difference in pay between the *members* current pay classification and that of the next higher pay classification for all hours worked after the probationary period.
5. In the event the *member* gives intention to pursue EMT-P registration with the Alberta College of Paramedics both parties further agree to the following:
 - a) Classification increases shall be in accordance with clause 6 of the Training and Employment Contract.

- b) The EMT-P Program taken shall be the *City* approved program or an alternate program agreed upon by the *City* and the *Association*.
- c) The *City* agrees to pay for tuition and reasonable book costs to obtain the required post-secondary prerequisites required by the educational institution. In the event the *member* resigns under clause 3 of the Training and Employment Contract, the *City* costs incurred under this clause will be subtracted from any severance.
- d) The *City* shall pay for tuition and book fees as required, as well as supply or pay for any electronic devices required by the post-secondary institution. The electronic devices remain the property of the *City*.
- e) The *City* shall grant leave with pay for all required class days and practicum *shifts* when the class day or practicum *shift* occurs on a *scheduled* workday.
- f) When the class day or practicum *shift* occurs immediately after or within three (3) hours after the *member's* *shift*, the *City* will assign the *member* to the pump for the *shift*.
- g) When the *member* is *scheduled* to work before or after a *scheduled* class day, they shall be allowed reasonable travel time. If travel is over 200 km one way the *member* shall be excused from working any previous night *shift* prior to travel or subsequent *shifts* until the school week is completed. Once the school week is completed the *members* will be allowed an eight (8) hour rest period prior to reporting for duty.
- h) The *member* will attend class days and practicum *shifts* on *scheduled* days off without compensation except expenses identified in clause 5.i.
- i) The *City* agrees to pay actual travel, hotel, and meal expenses as per *City* Policy to a maximum of \$9,000 for the entire program, plus provide any required accommodations that may be required at or near the educational institution.
- j) The *City* will pay all expenses related to Alberta College of Paramedics exams and registration.

6. Classifications changes are as follows:

(Insert Date Two Years after Hire) (Insert Classification Increase)
 (Insert Date Three Years after Hire) (Insert Classification Increase)
 (Insert Date Four Years after Hire) (Insert Classification Increase)
 (Insert Date Five Years after Hire) (Insert Classification Increase)

7. The *member* shall be responsible for all costs associated with second attempts at exams, class days, and extended practicums. The *City* shall not be responsible for any costs associated with additional training requirements past first attempts excluding additional attempts at ACP exams.
8. Notwithstanding clause nine (9), failure by the *member* to achieve registration with the Alberta College of Paramedics as an EMT-P within five (5) years from (Insert Initial Hire Date) for any reason may result in termination for cause without severance.
9. In the event, due to injury, illness, or extenuating circumstances the *member* is unable to achieve registration with the Alberta College of Paramedics as an EMT-P within five (5) years from (Insert Initial Hire Date) the *member* may, after consultation with the *Association*, apply for an extension of up to three (3) years.
10. If the *member* is expelled from the program as designated the *City* will terminate the *member* for cause. For the purposes of this clause, termination will not occur while any appeal is ongoing with the educational institution regarding the circumstances that resulted in the *member* being expelled.
11. If after being enrolled into the paramedic program the *member* is laid off in accordance with Article 8 of the Collective Agreement the *City* will continue to fund tuitions, books and expenses as identified in this contract.
12. If the *member* is terminated for cause, the *City* will not be required to continue with any provision of this contract.

Date: _____

Per: _____

Member

Per: _____

City Representative

Per: _____

Association Witness

Appendix VIII – Letter of Understanding – Time off in Lieu of Training

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SPRUCE GROVE
(The ‘City’)
and
SPRUCE GROVE FIREFIGHTERS ASSOCIATION
(The ‘Association’)

Time off in Lieu for Training

All Fire Service *members* are encouraged to undertake training and development to increase their knowledge and skills to aid in their own self development. The *City* of Spruce Grove shall consider these opportunities based on staff/course availability and scheduling within financial restraints.

The intent of Time off in Lieu for training is to provide staff with additional training opportunities outside of their *scheduled shifts* without additional hours of work and without a financial burden to the *City*. Time off in Lieu for training can be utilized for all mandatory training as well as Personal and Professional Development.

1. The time off with pay in place of overtime pay for training shall be provided, taken and paid at the regular rate of wages at a time that the employee could have worked and received wages from the employer.
2. The time off with pay in place of overtime pay for mandatory training as defined in the Collective Agreement; shall be provided, taken and paid at 1.5 times regular rate of wages at a time that the employee could have worked and received wages from the employer.
3. The training *calendar Year* aligns with the vacation *calendar Year* and runs from April 1st to March 31st of the following year.
4. The time off with pay shall be provided, taken and paid within the same Training/Vacation *calendar Year* that the training hours occurred.
5. If the time off with pay instead of overtime is not provided, taken and paid in accordance to paragraph 1 or 2, the employee shall be paid overtime of 1.5

times the employee's wage rate for the overtime hours worked in the first pay period after April 1st.

6. Annually, mandatory training and Personal and Professional Development requests that occur outside of the *members scheduled* rotation will be reviewed by the *Fire Chief's* office. If staffing levels permit, *members* can be given Time off in Lieu for attending that training.
7. Training is approved and *scheduled* by Feb 15th annually. *Members* will be informed by March 1st on how many hours they will be given off in lieu for training days. Application for hours off must be submitted in writing to the *Fire Chief* office by March 15th for approval by April 1st annually.
8. Once approved, the hours off will be placed in the Fire Hall Vacation and Training calendars. Any in-lieu hours booked as time off is to be considered taken unless mutually agreed between the *member* and the *Fire Chief*.
9. Hours spent on course will be recorded in Avanti under a Time off in Lieu for training bank. The hours in this bank will be deducted at the time the employee takes the hours off. Time off must be taken as complete *shifts* whenever possible.
10. One day of training will be considered 8 hours unless a supporting agenda shows additional hours. If unforeseen circumstances increase the hours in the training day, the additional hours will be added to Avanti at that time with a request and supporting documentation sent to the *Fire Chief*.
11. If at any time the *member* and the *Fire Chief* cannot agree on a date(s) and time the banked hours will be used, the date(s) and time may be *scheduled* by the *Fire Chief* at a time that the employee could have worked and received wages from the employer.
12. *Members* can request the approved time off in lieu for training hours prior to the actual training day(s) in order to accommodate the calendar and training. If a *member* has taken the time off prior to the actual training day(s) and that training is cancelled or the *member* cannot attend for medical or other unforeseen circumstances, any time owed to the *City* will be made up in worked hours prior to the end of that Vacation *calendar Year*. The make-up hours will be *scheduled* in consultation with the employee and the *Fire Chief's* office.
13. If an employee does not attend the *scheduled* training due to resigning his/her *Position* or being let go from the *City*, owed time will be made up prior to their last day of work or the time can be deducted from their last pay.
14. There may be times when short notice training becomes available that would benefit the *member* and/or the *City*. In an event as such, this process could be utilized in order to allow the *member* to attend. The procedure would be the same but the time lines would not be applicable.

This letter of understanding shall be in effect until June 1st, 2018.

Spruce Grove Fire Fighters Association

Per: Alan Hofsink

Alan Hofsink

Date: July 21/15

Per: Rob Good

Rob Good

Date: July 24/15

City of Spruce Grove

Per: Neil Riley

Neil Riley, Human Resources Manager

Date: July 21/15

Per: Robert Kosterman

Robert Kosterman, Fire Chief

Date: July 21/15

Appendix IX – Grievance and Arbitration Procedure

Letter of Understanding

Between

The City of Spruce Grove
(The “City”)

-and-

Spruce Grove FireFighters Association
(The “Association”)

Despite previous attempts to streamline and make positive changes to Article 23 – Grievance and Arbitration Procedure, through trial and error it was found that there was still issues with wording and application of Article 23 – Grievance and Arbitration Procedure

As was agreed to in Labour Management in January 2017, it was decided to rewrite the process and present as a new Letter of Understanding.

Therefore the following provisions are agreed to and will begin upon signing of this Letter of Understanding and form part of the next collective agreement to be signed.

Article 23 – Grievance and Arbitration Procedure

23.01 A grievance, for the purpose of this agreement, is defined to be any dispute, difference, or disagreement between the *City* and the *Association* or a *member* or *members* which arises under this collective agreement and pertains to any of the following:

- a) Any matter relating to terms and conditions of employment within this collective agreement
- b) Any matter involving the *interpretation* of any provision of this collective agreement
- c) Any matter involving the alleged violation of any provision of this collective agreement

23.02 Any difference relating to the terms and conditions of employment, *interpretation*, or alleged violation of this collective agreement, including questions as to whether the difference is arbitral, shall be settled in accordance to the following procedure.

23.03 The *Association* shall initiate grievances against the *City* and notices shall be given to the *Fire Chief*, or designate; if the grievance is against the *Association*, notice shall be given to the President of IAFF, Local 3021 or his designate. Where it had been known or ought of have been known, the grievance shall be initiated by either party within seven (7) calendar days of the dispute, difference, or disagreement. The grieving party or person must give notice to the other party in writing, of their request to have a grievance, giving particulars of the grievance. A grievance not filed within the seven (7) calendar days of the dispute, difference or disagreement incident is deemed to have been abandoned.

23.04 **Pre Step (informal):** The *Fire Chief* or designate, the *Association* President or designate, shall meet informally, within seven (7) calendar days of receipt of the grievance, to review all the facts of the matter and strive to resolve the issue. If the *Fire Chief* or designate, or the *Association* President or

designate are not able to resolve the grievance written notice to proceed to level 1 must be sent to the respective part or the grievance will be deemed abandoned.

23.05 **Level 1 (Fire Chief or Association President):** The *Fire Chief* or designate, or the *Association* President or designate, shall review all of the particulars of the grievance within ten (10) calendar days of receipt of the notice to proceed to level 1. The *Fire Chief* or designate, or the *President* or designate, shall provide a written decision to the grievance within seven (7) calendar days of the review of the grievance. From receipt of the level 1 decision, The *Fire Chief* or designate, or the *President* or designate, have seven (7) calendar days to provide written notice to either accept the resolve, abandon the grievance, offer an alternative resolve or proceed to level 2.

23.06 **Level 2 (City Manager or Association Executive):** The *City Manager* or designate, or the *Association* Executive or designate, shall meet collectively to review and discuss all of the particulars of the grievance within fourteen (14) calendar days of receipt of the notice to proceed to level 2. The *City Manager* or designate, or the *Association* Executive or designate, shall provide a written decision to the grievance within seven (7) calendar days of the review of the grievance. From receipt of the level 2 decision, The *City*, or the *Association*, have seven (7) calendar days to provide written notice to either accept the resolve, abandon the grievance, offer an alternative resolve or proceed to level 3.

23.07 **Level 3 (Arbitration):** The *City* or designate, or the *Association* or designate, shall give written notice of either intent to proceed to arbitration or abandon the grievance within fourteen (14) calendar days of receipt of the notice to proceed to level 3. Such notice of intent to refer to arbitration shall contain a full statement of the grievance, the name of the Association's designate and nominee to an Arbitration board and/or City's designate and nominee to an Arbitration Board. The two nominees so selected shall, within fourteen (14) calendar days of the appointment of the City nominee, appoint a third person who shall be the chair of the Arbitration Board.

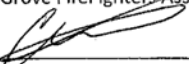
23.08 If the *Association* or the *City* fail to appoint a nominee or the nominee's fail to agree upon a chairman within the time limit under article 23.07, the Minister of Labour upon request of either party shall make the appointment.

23.09 The Arbitration Board may quash or confirm action taken by either party and may vary any action taken by either party, respecting disciplinary suspensions, demotions or discharge (termination of employment).

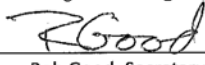
23.10 The Arbitration Board, by its decision, shall not alter, amend or change the terms of the collective agreement.

23.11 Each party appointing a nominee shall bear the expenses of their respective nominee and shall bear one half (1/2) the expense of the chairman of the Arbitration Board.

Spruce Grove Firefighters Association


Per: 
Craig Heatherington, Acting President

Date: July 27, 2017


Per: 
Rob Good, Secretary,

Date: July 29/17

City of Spruce Grove

Per: 
Neil Riley, Human Resources Manager

Date: July 26/17

Per: 
Robert Kosterman, Fire Chief

Date: July 27/17