



LETHBRIDGE FIREFIGHTERS



LOCAL 237

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF LETHBRIDGE

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS' LOCAL #237**

JANUARY 1, 2017 - DECEMBER 31, 2020

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This Agreement made and entered into this 1st day of October, 2018.

BETWEEN

The Corporation of the City of Lethbridge "the party of the First Part"
and hereinafter called the "Employer"

-and-

The International Association of Fire Fighters' Local #237,
"the Party of the Second Part" hereinafter called the "Union".

1.00 DEFINITIONS

In this Agreement:

- (a) "Employer" – means the City of Lethbridge.
- (b) "Employee" - means a person employed by the City of Lethbridge and specified in Section 24.00 – Wages. Where the word "member" is used it shall have the same meaning as "employee".
- (c) "Acting Officer" – means a member who is designated to serve temporarily in an officer's position for which the member is qualified.
- (d) "Calendar year" – means a period of twelve (12) consecutive months commencing on January 1st and ending December 31st.
- (e) "Call Out" – means the summoning of a member during off-duty hours for the purpose of carrying out the duties of the Fire Department.
- (f) "Fire Fighters" – means the persons including officers and technicians employed by the City of Lethbridge and assigned exclusively to fire protection or fire prevention duties (which may include the performance of ambulance or rescue services).
- (g) Interpretation – unless the contrary intention appears, words in the singular shall include the plural, and words in the plural shall include the singular.
- (h) "Regular Rate of Pay" – means the rate of pay assigned to a member specified for the rank of the member's position in Appendix "A" of this Agreement.
- (i) "Division" – means a work unit within the Lethbridge Fire Department consisting of one of the following: Fire Prevention, Fire Suppression/Emergency Medical Services, PSCC, EMSOO, Training, Equipment Technician.
- (j) "Shift" - means a single work period of consecutive hours that complies with the schedule attached as Appendix "B" and clause 11.04.
- (k) "Personal crisis" – a personal crisis is defined as an event outside of the normal daily routine which directly impacts the employees ability to perform their normal duties at work.
- (l) **Unless it is specifically noted to the contrary the "Chief of Fire and Emergency Services" shall have authority for making decisions in relation to Fire and EMS Operations and the "PSCC Manager" shall have authority for making decisions in relation to PSCC Operations.**

2.00 TERM OF AGREEMENT

- 2.01 This Agreement shall come into force on **January 1, 2017** and will remain in full force and effect until December 31, **2020** and will also remain in full force and effect to December 31 of any subsequent year, unless either party gives notice in writing to the other party not less than 60 days and not more than 120 days preceding the expiry of the term of the Agreement.

3.00 FAILURE TO MAKE A NEW AGREEMENT

As per provisions under the Alberta Labour Relations Code.

4.00 GRIEVANCE PROCEDURE

- 4.01 Grievance shall mean any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement, or any other differences between the parties or persons bound by this Collective Agreement.
- 4.02 Not more than two (2) members of the Grievance Committee may attend meetings without loss of pay.
- 4.03 Every effort will be made to resolve any grievance situation prior to the filing of the formal grievance. Mutual discussions will be held between the **Chief of Fire and Emergency Services** and/or a Deputy Chief and / or PSCC Manager and the Grievance Committee to provide an amicable solution agreeable to both parties. Members who intend to file a grievance for any reason as to the current Agreement will first make their intent known in writing to the **Chief of Fire and Emergency Services or PSCC Manager** and the Grievance Committee who will initiate talks to resolve the proposed grievance. The after mentioned **fourteen (14) calendar** days of limitation are waived for **twenty-one (21) calendar** days to facilitate the solution to any pending grievance.
- 4.04 Grievances between the Employer and an employee shall be in the presence of a **Union Executive Member or designate** and shall be processed in the following manner.
- (a) Any grievance shall be submitted in writing to the Union Grievance Committee, with a copy to the City Manager, Director of Community Services, Chief of Fire and Emergency Services, Human Resources Manager and **Human Resources Consultant** and if PSCC related, to the PSCC Manager within **fourteen (14) calendar days** of the act or event giving rise to the grievance. The Grievance Committee shall, within **twenty-one (21) calendar** days, render a decision with respect to the filed grievance.
 - (b) If the grievance is not settled by Section 4.04(a) above, the employee may, within **seven (7) calendar** days after receiving the decision, submit the grievance to the Chief of Fire and Emergency Services, or if PSCC related to the PSCC Manager, with a copy to the Human Resources Manager, Director of Community Services and City Manager. The Chief of Fire and Emergency Services, or if PSCC related the PSCC Manager, shall then issue a decision in writing within **fourteen (14) calendar** days to the employee, with a copy to the Human Resources Manager and **Human Resources Consultant**, Director of Community Services, City Manager, and the Union.
 - (c) If the grievance is not settled by Section 4.04(b) above, the employee may, within seven (7) calendar days after receiving the decision, submit the grievance to the Director of Community Services, with a copy to the Chief of Fire and Emergency Services, Human Resources Manager and **Human Resources Consultant**, the City Manager and if PSCC related, to the PSCC Manager. The Director of Community Services, shall then issue a decision in writing within fourteen (14) calendar days to the employee, with a copy to the City Manager, Chief of Fire and Emergency Services, Human Resources Manager and **Human Resources Consultant**, the Union and if PSCC related, the PSCC Manager.
 - (d) If the grievance is not settled by Section 4.04(c) above, the employee may, within **seven (7) calendar days** after receiving the decision, submit the grievance to the City Manager with a copy to the Chief of Fire and Emergency Services, Human Resources Manager and **Human**

Resources Consultant, the Director of Community Services and if PSCC related, the PSCC Manager. The City Manager shall then issue a decision in writing within five (5) working days to the employee, with a copy to the Chief of Fire and Emergency Services, Human Resources Manager, Director of Community Services, the Union and if PSCC related, the PSCC Manager and PSCC Directors.

- (e) If the grievance is not settled by section 4.04(d) above, with the mutual agreement of both parties, the grievance may be submitted to Mediation. A Mediator will be appointed as mutually agreed to by both parties and the cost of the Mediator would be equally shared amongst the parties. Neither party shall be bound by the Mediator's recommendation(s) should they not be in agreement. If the parties cannot agree on a Mediator or if one or both parties do not agree with the Mediator's recommendation, then the grievance shall proceed to arbitration.
- (f) If the grievance is not settled by Section 4.04(e) above, procedures must be taken within **twenty-one (21) calendar** days to submit the grievance to a Board of Arbitration to be established as follows:
 - (1) The Employer and the Union shall each appoint one (1) [or two (2), if interpretation of the Agreement is involved] members to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a Chairperson, but failing to agree on a selection, they shall request the Minister of Labour for the Province of Alberta to select a Chairperson.
 - (2) The Board's decision shall be final and binding on both parties and shall be handed down as expediently as possible.
 - (3) Grievances shall receive fair and just consideration.
 - (4) Each party to the difference shall bear the expenses of its respective nominee to the Grievance Board. The expenses, if any, of the Chairperson of the Grievance Board, shall be borne by the parties to the dispute in equal shares.

5.00 DISCRIMINATION

- 5.01 (a) The City Manager, representative of the Employer or any officer of the department shall at no time show discrimination against any of the employees because of their connection with trade union organizations, or on any of the grounds defined in Section 7 of the Province of Alberta Human Rights, Citizenship and Multiculturalism Act.
- (b) Paragraph (a) as it relates to Section 7 of the Province of Alberta Human Rights, Citizenship and Multiculturalism Act does not apply with respect to discrimination based on a bona fide occupational requirement.
- 5.02 When an employee attends a meeting between the Employer and the Union dealing with Union business, the employee shall suffer no loss in pay.
- 5.03 (a) A maximum of four (4) members of the Union negotiating committee shall receive pay during Union negotiations, if such meetings are held during working hours. Said meetings to be called by the City Manager or designate.
- (b) **Three (3)** members of the negotiating committee shall be excused from working their night shifts, if they have attended a negotiating meeting during the same day or if they are to attend a negotiation meeting the following day and shall suffer no loss of regular pay for these excused shifts.

6.00 PAY DAYS

- 6.01 Wages earned will be paid every second Thursday through direct payroll deposit, provided that if such date be a legal holiday, the payment shall be made on the last working day prior to such legal holiday.

- 6.02 Should the City issue an employee with an incorrect pay statement, the City shall make the necessary progressive monetary repayment and/or take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.
- 6.03 The PSCC employees have transitioned from a guaranteed hours paid system to a pay for time worked system. This impacts pay over the pay period (ie Communications Specialists may work and be paid 12 hours more or less than the standard 84 biweekly hours).

7.00 CHECK-OFF

The Employer agrees to check-off Union dues under the Rand Formula.

8.00 OVERTIME

- 8.01 When a member of the Fire Department is called for duty when off duty, the member will be paid for such service at two (2) times the member's basic hourly rate for all hours worked. The time such member is to be paid for will be calculated from the time notified and such time will end when the member is dismissed by the Senior Officer in charge. If the Senior Officer considers it necessary for the person called out to clean up, an additional thirty (30) minutes will be added for such purpose. It is understood that any member called while off duty but used for standby duty, will not be allowed time for clean-up. Minimum pay to be allowed for any one (1) off duty call-out shall be two (2) hours pay at two (2) times the member's basic hourly rate.
- 8.02 When a member has been called in for any overtime duty and on the member's arrival for duty is informed that the overtime has been canceled, that member or members shall not be required to remain on duty.
- 8.03 No employee shall be required to take time off in lieu of overtime except where otherwise specified.
- 8.04 The Fire Training Officer, Assistant Training Officer, Medical Training Officer, Chief Fire Marshall, Fire Prevention Officers, EMSOO, EMSRO and Equipment Technician shall be allowed to take time off at overtime rates as specified in 8.01 upon mutual agreement between these personnel and the Chief of Fire and Emergency Services.
- 8.05 In giving out of overtime, the Employer agrees to distribute such overtime as evenly as practical among members of the department.
- 8.06 Where an employee is required to attend any court, Coroner's inquest or other competent tribunal authorized by law to give evidence on any matter, occurrence or things as to which the employee has knowledge by reason of employment with the City of Lethbridge, and the employee is scheduled to be off duty at the time on which the evidence is required, the employee shall be entitled to receive pay as outlined in paragraph 8.01.
- 8.07
 - (a) Where an employee is required to attend any court, Coroner's inquest or other competent tribunal authorized by law to give evidence on any matter, occurrence or things as to which the employee has knowledge by reason of employment with the City of Lethbridge, and the employee is scheduled to be on duty at the time on which the evidence is required, the employee shall be entitled to receive the employee's normal working days pay or such attendance fees as are awarded, whichever is the larger amount. Should the employee elect to receive the normal working day's pay, the attendance fees must be paid to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.
 - (b) In the event that an employee is required to attend any court, Coroner's inquest or other competent tribunal authorized by law within the jurisdiction of the City of Lethbridge to give evidence on any matter, occurrence or things as to which the employee has knowledge by reason of the employee's professional status with the City of Lethbridge, and the employee is scheduled to be on duty at the time on which the evidence is required, the Chief of Fire and Emergency Services or the PSCC Manager may grant the employee time off with pay. If the

employee receives attendance fees for the time granted off with pay, these fees must be paid to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.

- (c) Where an employee is subpoenaed for jury duty, the employee shall be entitled to receive the employee's normal day's pay or such fees as are awarded, whichever is the larger amount. Should the employee elect to receive the normal working day's pay, the attendance fees must be paid over to the Employer with the exception of the employee's awarded expenses for travel, meals and lodging.
- (d) No employee shall be entitled to receive such pay where summoned to give evidence in any civil litigation to which the City is not a party, or where summoned to give evidence on behalf of any defendant in a criminal case, or when the employee is the person charged in any court. The only exception to this provision is where the Chief of Fire and Emergency Services or the **PSCC Manager** grants an employee time off with pay under paragraph (b).

8.08 Out of town ambulance transfers performed by off-duty members will be paid at overtime rates at the pre-determined amount of time for each location. The predetermined amount of time for each location (round trip) is specified in the policy.

When, due to unusual circumstances, the time required for the call is in excess of the predetermined time, the time for the call will be adjusted. The adjusted time will consist of actual hours plus fifteen (15) minutes for preparation time. Some examples of unusual circumstances are:

- Mechanical trouble
- Delayed time at hospital
- Waiting for patients on return trips
- Re-routing

Normally weather or traffic conditions will not alter the predetermined time for a call. In extreme weather or traffic conditions the Chief Officer will determine if more time will be paid for the call.

This formula for long distance ambulance trips will be used by the parties for the purpose of determining the flat rate of hours to be paid at overtime rates. This formula is subject to review and may be changed with the agreement of the parties during the currency of this Agreement.

Locations that are not listed on the chart will be calculated by using the following formula:

$$\begin{array}{rclcl} \text{Total Kilometers} & \times & 0.755 & +60 \text{ Min. Hosp. \& 15 min.} & + \text{Unusual Circumstances} & = \text{Time Paid} \\ & & & \text{for every 8 hours} & & & \text{(in min. @ overtime} \\ & & & & & & \text{rates)} \end{array}$$

8.09 When members of the examination board are required to serve on their day off or off duty hours, the members will be paid for such service at two (2) times their basic hourly rate for all hours worked.

9.00 STATUTORY HOLIDAYS

9.01 The following days shall be recognized as Statutory proclaimed and declared holidays for the purpose of this Agreement:

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

and all general holidays proclaimed by the City of Lethbridge, the Province of Alberta, or the Dominion of Canada.

- 9.02 (a) Members of the Fire Department shall receive one and one-half (1-1/2) days pay in addition to the regular days pay for any Public Holiday whether Statutory, Proclaimed or Declared.
- (b) Members of the PSCC will receive 8.4 hours of statutory holiday entitlement at straight time rates for each statutory holiday.
- 9.03 (a) Members of the Fire Department working on the Statutory Holiday will be paid the following additional pay:
- 10 hours an additional 5 hours pay
 - 8 hours an additional 4 hours pay
 - 6 hours an additional 3 hours pay
 - 12 hours an additional 6 hours pay – “Peak Time Support Ambulance” only
- The additional pay referred to above does not apply to members who are working on the Statutory Holiday at overtime rates.
- (b) For members of the PSCC working on a statutory holiday, all time actually worked will be paid at two times (2x) the employee’s regular rate of pay.
- (c) Members of the Fire Suppression/Emergency Medical Services Division will be paid double time (2x) for the hours actually worked between 1800 hours and midnight Christmas Eve and New Years Eve. Members of the Public Safety Communications Centre will be paid double time (2x) for the hours actually worked between 1900 hours and midnight Christmas Eve and New Years Eve.
- 9.04 The Fire Training Officer, Assistant Training Officer, Medical Training Officer, Chief Fire Marshall, Fire Prevention Officers, EMSOO, EMSRO and Equipment Technician are excluded from Section 9.02 and shall be granted the holiday with no deduction in salary, this is provided the member worked the working day immediately preceding or following the holiday, unless that working day is covered under the conditions of the City of Lethbridge Disability Partnership Plan.
- 9.05 If any Governmental Body, whose authority is binding in these matters proclaims a holiday named in this section, in which case the proclaimed holiday only shall be recognized.

10.00 ANNUAL VACATION

- 10.01 All permanent employees, while remaining in the continuous regular employment of the City, shall be entitled to annual vacation leave with pay at the regular rate. An employee entering the service after the fifteenth of any month will be considered for vacation entitlement purposes only to have entered the following month.

<u>Month Entering Service</u>				<u>42 Hour Per Week Employees</u>	
January	10 days	January	8 shifts	January	8 shifts
February	10 days	February	8 shifts	February	8 shifts
March	10 days	March	8 shifts	March	8 shifts
April	9 days	April	6 shifts	April	6 shifts
May	8 days	May	6 shifts	May	6 shifts
June	7 days	June	6 shifts	June	6 shifts
July	6 days	July	4 shifts	July	4 shifts
August	5 days	August	4 shifts	August	4 shifts
September	4 days	September	4 shifts	September	4 shifts
October	3 days	October	2 shifts	October	2 shifts
November	2 days	November	2 shifts	November	2 shifts
December	1 day	December	2 shifts	December	2 shifts

In the first calendar year of an employee's service the employee shall receive no annual vacation.

In the second calendar year, employees on the 40 hour per week schedule shall receive one day's vacation for each month worked the previous year up to a maximum of ten (10) days (see regular day scale).

In the second calendar year, employees on the 42 hour per week schedule shall receive up to a maximum of 8 shifts vacation in the second calendar year (see 42 hour per week schedule).

In the third (3rd) and each subsequent calendar year, the employee shall receive three (3) weeks' vacation.

In the eighth (8th) calendar year and each subsequent calendar year, the employee shall receive four (4) weeks' vacation.

In the seventeenth (17th) calendar year and each subsequent calendar year, the employee shall receive five (5) weeks' vacation.

In the twenty-fourth (24th) calendar year and each subsequent calendar year, the employee shall receive six (6) weeks' vacation.

- 10.02 Pay to carry on at regular rates during the vacation period.
- 10.03 Statutory or declared holidays are not included in the vacation period with respect to 40 hour per week employees.
- 10.04 For annual vacation purposes, the vacation week shall be designated as four (4) consecutive shifts for those employees on the ten (10) and fourteen (14) hours shift schedule and four (4) consecutive shifts for those members on the 12 hour shifts for Peak Time Support Ambulance schedule. Vacation to be taken consecutively with the long period of days off.
- 10.05 If an employee is sick for three (3) days or more while on earned vacation, the days sick shall not be considered a vacation but shall be considered as sick time if a medical certificate is produced.
- 10.06 Employees who are fifty (50) years of age or older shall be allowed to bank one (1) week of current year vacation entitlement per year to a maximum of six (6) weeks. Time banked under this provision shall be "locked in" and only available upon retirement or termination. To use time banked under this provision, notice of retirement must be given to the Chief of Fire and Emergency Services **or the PSCC Manager** at least eight (8) weeks prior to the start date of the vacation leave.
- 10.07 Platoon Chiefs may use one week (48 hours) of their vacation entitlement as individual vacation days provided it does not incur any overtime costs at the time of approval.

11.00 WORKING HOURS

- 11.01 The hours of work for the Equipment Technician, Chief Fire Marshall, Fire Training Officer, Medical Training Officer and EMSOO, EMSRO shall be an average of eight (8) hours per day and an average of forty (40) hours per week. These hours of work may be altered through discussion and agreement in order to meet the member's needs and the needs of the Fire Department.
- 11.02 The hours of work for the Fire Prevention Officers shall be ten (10) hours per day from 0700 to 1700 hours, average of forty (40) hours per week. Hours of work will be scheduled to cover staffing during regular business hours Monday to Friday. These hours of work may be altered through discussion and agreement in order to meet the member's needs and the needs of the Fire Department.
- 11.03 The hours of work for the staff working the "Peak Time Support Ambulance" shall be four (4), twelve (12) hour shifts of work, followed by four days off. The hours of work will be from 0700 hours to 1900 hours daily. Hours of work will average to 42 hours per week.

- 11.04 The regular hours of work for permanent PSCC Communications Specialists will be based on a 2 days on, 2 nights on – 4 days off schedule consisting of twelve (12) hour shifts from 07:00 to 19:00 and 19:00 to 07:00. A one hour paid lunch break (to be taken on site) is included in these hours.
- 11.05 The hours of work for all other members shall be on the basis of a four (4) platoon, two (2) shift system with the hours of work to average forty-two (42) hours a week and 8.4 hours per day as per agreed upon schedule. See Appendix "B".
- 11.06 In establishing daylight savings time and reverting to standard time, members called in for overtime duty 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. **Members of the PSCC working a scheduled shift shall be paid regular rates for actual hours worked.**
- 11.07 (a) The Chief of Fire and Emergency Services or the **PSCC Manager** agrees to allow shift changes between members of the Department insofar as the operation of the Department will permit. The shift changes must be authorized by the Officer on duty and the Chief of Fire and Emergency Services, **the PSCC Manager** or designate. Time owed and time owing between members who have exchanged time shall be their sole responsibility and not that of the City's.
- (b) Permanent PSCC Communications Specialists may trade shifts only under the following conditions:
- (i) The days traded must be identified and agreed to prior to the first day of the trade.
 - (ii) Employees will be keyed and paid for time actually worked; and
 - (iii) No overtime will be paid as a result of a shift trade.
- 11.08 The Chief of Fire and Emergency Services or for the PSCC, the PSCC Manager, agrees to allow at least one (1) major change off in each year.

12.00 DISABILITY (Sickness and Accident)

- 12.01 Permanent and/or term employees are entitled to the benefits provided through the City of Lethbridge Disability Partnership Plan.
- 12.02 The employee shall notify the employee's Supervisor or Head of the Department of an inability to work at least one (1) hour before but in any case not later than the employee's scheduled time for starting work.
- 12.03 Where the Employer has reason to doubt the justification of the cause of absence, the employee, after written notification shall be required to submit a medical certificate for all absences in excess of one (1) working day. This requirement shall extend for a period of six (6) calendar months following the written notification.
- 12.04 (a) The Employer reserves the right, at any time, to require an employee to submit to an **independent medical examination by a Medical Practitioner approved by all stakeholders**, provided it be at the expense of the Employer. **The decision by the Medical Practitioner** shall be accepted as final and conclusive by the Employer and the employee. **If for medical reasons the employee shall not be able to continue in the employee's position, it is hereby provided that the Employer shall endeavour to accommodate the employee in other employment within the City.**
- (b) Should an employee book fit for duty from sick leave and the City, due to a concern about the employee's ability to return to full duty, exercise its rights under paragraph (a), the following will occur:
- (i) If the **decision of the Medical Practitioner** concurs with the employee's assertion of being fit to return to duty on a specific date, the employee's pay will be adjusted (if necessary) to 100% of regular pay to that date;

or

- (ii) If the **decision of the Medical Practitioner** does not concur with the employee's assertion of being fit to return to duty on a specific date, the employee will continue to receive the applicable disability leave benefits.

12.05 Occupational Accident:

Definition

Absent/Absence: Defined as the period when the employee is not performing the full duties and hours of their regular. This also includes any hours worked on a modified return to work program.

The Employer agrees to pay the wages of permanent and/or term employees covered under this Agreement with three (3) months continuous service during absences caused by occupational accident coming within the terms of the Workers' Compensation Act of Alberta wages.

For absences caused by occupational accidents, one hundred (100) percent of such wages under the conditions as follows:

- (a) **Payments shall be provided up to but not exceeding 39 weeks from the date of the accident.**
- (b) Provided that for the period or periods compensation is payable by the Workers' Compensation Act of Alberta.
- (c) Provided the employee produces appropriate medical reports signed by a fully qualified medical practitioner or a fully qualified chiropractor stating the employee was unable to work.
- (d) Provided all compensation monies received are paid over to the Employer.

12.06 Continuation of Benefits While Ill or Disabled

A permanent employee who is absent from work because of illness or disability shall continue to enjoy Alberta Health Care, Extended Health Care and Group Dental Coverage without costs for as long as the member is approved for disability benefits through the Disability Partnership.

12.07 Accommodation

The Employer and the Union recognize that there is a joint obligation and responsibility to address accommodation issues as they arise for members.

- 12.08 A member who requires a medical for the purposes of maintaining a driver's license or for promotion may use the member's own physician. The City shall pay the cost for the medical up to the City's current medical tender cost.

12.00A EMPLOYEE BENEFITS

- 1. All permanent and/or term employees may be covered under the Alberta Health Care Insurance Plan, in accordance with the terms of the contract. The City shall contribute one hundred (100) percent of the total premium cost for employees so enrolled.
- 2. All permanent and/or term employees may be covered under the Alberta Blue Cross Plan (Associated Hospitals of Alberta) in accordance with the terms of the contract. The City shall contribute one hundred (100) percent of the total premium cost for employees so enrolled.

It is understood that the aforementioned plan is a 70% direct bill plan and the eligible employees are issued the Blue Cross plastic credit card.

3. It is understood that should the City of Lethbridge contract with Alberta Health Care and/or Alberta Blue Cross plan (Associated Hospitals of Alberta) be terminated, the City of Lethbridge and Union will meet to negotiate the provisions of Article 12.00A (1) and (2) or as the case may be, at no lesser coverage than already provided.
4. The City agrees to carry a Group Life Insurance Plan, which provides coverage equal to double the employee's salary rounded to the next highest thousand. The City shall contribute 60% of the premium cost for employees enrolled in the plan.
5. All employees will be covered by a Dental Plan. The Employer shall contribute one hundred (100) percent of the total premium cost for employees so enrolled.

13.00 PROMOTIONS, SENIORITY AND RE-ENGAGEMENT

13.01 Seniority in the Department

Seniority in the department shall be recognized. In making promotions up to and including the Fire Fighter 1st Class in the Department, such promotions shall be made from the permanent staff in accordance with the provisions of Paragraph 13.10.

13.02 Seniority in the Division

All promotions within the Department shall be subject to a one year probationary period.

Seniority in one Division of the Lethbridge Fire Department will not apply as seniority in another Division.

Movement to/from Divisions other than Training

Members transferring to Divisions other than Training, will retain their respective positions in their former Division throughout a two (2) year period. During this period, requests in writing for transfer back to their former Division will be honoured. Such transfer will be made without prejudice as vacancies permit in the respective Divisions.

After the two (2) year period expires, members wishing to transfer back to their respective Division will apply in writing. Such applications will be honoured as vacancies permit. Such members will assume their former classification and former division seniority plus two (2) years.

Members will not be eligible for promotion in that division for one (1) year following the date of transfer.

(Example: A 5 year member from suppression goes in to prevention for 3 years then returns to suppression. That member would return to suppression with 7 years of seniority in suppression.)

Movement to/from Training Division

Members transferring to the Training Division will retain the option to return at any time to the position they held in their former Division. Requests in writing for transfer back to their former Division will be honoured without prejudice as vacancies permit. Such members will assume their former classification and for a period of one (1) year following the date of transfer will not be eligible for promotion. After the one year period expires, members shall assume their proper seniority. The one (1) year waiting period shall not apply in cases where the period in the Training Division has been less than two (2) years.

13.03 Temporary Promotions

Members shall not be transferred from platoon to platoon to fill a temporary promotion. In cases where senior positions, with the exception of Platoon Chief (see below) are required to be filled temporarily or where it is necessary to have a temporary assistant, firstly the senior officer, or secondly the senior member on the **Qualified Officer** List on the Platoon concerned shall be used to fill the vacancy. In the event the member, in accordance with the above, is not available, firstly the next officer or secondly the next member available on the **Qualified Officer** List on the Platoon concerned will be used to fill the position. The member so used shall be paid at the rate of pay for the actual time worked in the temporary position.

In the event of a temporary absence from the station of a Platoon Chief and/or Station Captain, the senior officer and/or senior member on the **Qualified Officer** List at the station concerned will be used in this higher position and shall be paid at the higher rate for the actual time worked.

Members who are eligible to act as a Platoon Chief must hold the rank of Captain.

Where a Platoon Chief position is required to be temporarily filled, paragraph one shall apply except that a Captain may be bypassed where the Captain has provided notice of the intention to be bypassed in accordance with the following:

- (a) A notice of intention to be bypassed shall be submitted to the Chief of Fire and Emergency Services no later than September 30th of each year. Such notice shall remain in effect for the subsequent calendar year.
- (b) On the expiry of the notice of intention to be bypassed, the member shall again be eligible to act as Platoon Chief. However, during the period the notice of intention to be bypassed is in effect, and for one (1) year following the expiry of the notice of intention, the member will not be eligible for promotion to Platoon Chief.

13.04 Promotions to Senior Fire Fighter **Qualified Officer** List, Lieutenant and Captain

(1) Evaluation Process

Promotions to the Senior Fire Fighter **Qualified Officer** List shall be made on **successful completion of The Officer Academy Program which will be jointly developed by the City and the Union. The details of the Officer Academy will be stored in a document in a location easily accessed by staff of the department.**

Training Requirements

Requirements for functional and promotional training will follow the procedures outlined in 36.01 (a, b)

(2) Examinations

- (a) Examinations shall be based on the training received through Lethbridge Fire **and Emergency Services** and general firefighting procedures (i.e. fire by-laws, Alberta Fire Code and standard operating procedures, Union Agreements, rules and regulations of Lethbridge Fire **and Emergency Services** and training manuals used by the Lethbridge Fire **and Emergency Services**), and supervisory ability.
- (b) To qualify for the **Qualified Officer list**, a candidate must **successfully complete all components of the Officer Academy Program obtaining** a passing mark of 70% outlined in Section 13.04(1) **unless otherwise noted.**
- (c) Applicants who have failed to achieve a passing mark as outlined in section **13.04(2)b** shall, if they elect to do so, be allowed to write a supplemental examination **as soon as practical based on availability (In regards to NFPA programs, rewrites are subject to the rules set out by the Fire Commissioners Office).** If they should

again fail to achieve the passing mark, they must **repeat the component as soon as practical. After three (3) failed attempts the member must wait until the next offering and repeat the Officer Academy Program. After failing two (2) Officer Academy Programs, no further attempts can be made.**

- (d) Where a member desires to **attend the Officer Academy Program** but is unable to do so because of illness, accident or for compassionate reasons, the exams **or an entire component** may be postponed at the discretion of the Board of Promotion. **The Officer Academy Program or its components will be booked with as much notice as possible. The start of the Officer Academy Program cannot be postponed to accommodate an individual's situation.**

(3) **Qualified Officer List**

- (a) **A Qualified Officer List** consisting of twenty (20) members shall be **maintained**. All members on the **Qualified Officer** list will be paid the **qualified rate**. If the list falls below **twenty (20) members, the next senior member(s) who have successfully completed the Officer Academy Program will be placed on the Qualified Officer list**, based on their seniority and with at least eight (8) years' service in the Fire Fighting Division.
- (b) **An employee who, by choice, declines to attend the Officers Academy three or more times will cease to accumulate seniority in regards to the qualified list. If after declining three or more times the member attends and successfully completes the Officer Academy Program they will be the next member added to the Qualified Officer list and will maintain that seniority spot moving forward in regards to promotions only.**
- (c) Successful candidates shall be placed on the **Qualified Officer** List in order of seniority. This includes any candidate added to the list through **successful completion of supplementary component offerings and examinations.**
- (d) **Members on the Qualified Officer list will be able to act and perform the duties of Lieutenant or Captain.**

Any member on the **Qualified Officer** list next in line for promotion, but who for any cause declines or refuses in writing to accept such promotion, shall retain Divisional seniority and shall be eligible for subsequent promotions.

(4) **Promotion to Lieutenant**

Prior to promotion to lieutenant, the member will be required to successfully complete an Officer Academy refresher program jointly developed by the City and Union. Promotions to the rank of Lieutenant will be made on the basis of seniority from the Qualified Officer list.

*** Members on the Qualified Officer list as of 2018 are not subject to the refresher program requirement.**

(5) **Promotion to Captain**

Promotions to the rank of Captain will be made on the basis of seniority from the current Lieutenants.

13.05 Promotions above Captain

(1) Eligibility

- (a) Members of the Department who have attained Lieutenant or higher rank in the Fire Fighting Division will be eligible to apply for the Fire Training Officer position.
- (b) Members of the Department who have attained Lieutenant or higher rank in the Fire Fighting Division will be eligible to apply for the Assistant Training Officer position.
- (c) Members of the Department who have attained Senior Fire Fighter or higher rank and who are Paramedics registered to practice in the Province of Alberta will be eligible to apply for the Medical Training Officer position.
- (d) Members eligible to apply for the position of Chief Fire Marshall shall be those members who have attained the position of Fire Prevention Officer III **or II**. If no applications **are** received from members of **these ranks**, then position will be open to members holding the rank of Fire Prevention Officer **I**.
- (e) Members eligible to apply for the position of Platoon Chief shall be those members who have attained the rank of Captain in the Fire Fighting Division. However, if the City does not receive at least three (3) applications from members holding the rank of Captain in the Fire Fighting Division, members who hold the rank of Lieutenant shall be entitled to apply.
- (f) **Members of the Department who have attained Senior Fire Fighter or higher rank will be eligible to apply for the Senior Equipment Technician position.**

(2) Evaluation Process

The person selected for all of the positions referred to in 13.05(1) must have a suitable personality, ability and background for the position. When applicants for these positions are assessed, it is agreed that two members appointed by Local #237 will participate in the assessment process excluding the final selection of the successful candidate.

A policy will exist outlining scoring matrices for these positions. The policy will promote consistency in the promotional selection process and will be used to identify candidates' skills, abilities and knowledge required for the position. The matrices will be reviewed on an annual basis. Key factors that will be part of the scoring matrices will include those listed below (but not limited to):

- (a) Seniority/Experience will be part of the scoring matrix.
- (b) Candidates that are junior in seniority be required to exceed senior candidates by 5% of the overall score to be offered the position.

13.06 Board of Promotion

(1) The Board of Promotion shall consist of:

Two (2) Employer's representatives
The Chief of Fire and Emergency Services
Two (2) Captains or Lieutenants appointed by the Union.

- (2) The duties of the Board of Promotion shall be to establish standard examination and examination procedures; to appoint supervisors for examinations; to determine and select successful candidates as a result of such examinations.
- (2) No member appointed to the Board of Promotion by either side shall have any direct family relationship to any candidate participating in the examinations.

13.07 Examination Papers

- (1) Examination papers shall be so handled as to ensure that the candidate's identification of each examination paper is not available until they have all been marked.
- (3) Examination papers shall be handled so as to ensure strict secrecy prior to writing, and Members of the Board shall keep the contents confidential.

13.08 Examination Results

Each candidate shall be notified of the candidate's examination results by letter immediately after the examination schedule is completed. The **Qualified** List shall be posted fourteen (14) days after the examination schedule is completed. Each candidate may review the candidate's examination results with the Board. Candidates wishing to contest the Board's ruling must do so in the fourteen (14) days between completion of the schedule and the posting of the **Qualified** List.

13.09 Probationary Period

Any employee promoted to a higher rank shall act in that rank and be on probation for a period of one (1) year from the time of such promotion.

13.10 (a) Movement from Fire Fighter 4th Class to Fire Fighter 1st Class

- (1) A Fire Fighter 4th Class shall serve one (1) year before being eligible for Fire Fighter 3rd Class.
- (2) Fire Fighters 3rd Class and 2nd Class shall serve one and one-half (1 1/2) years in each classification before being eligible for examination. Employees in these classes shall write and perform practical examinations set by the Chief or Deputy Chief, Training Officer or Assistant and two (2) Officers appointed by the Union, and shall pass such an examination before receiving promotion to the next higher group. In the event of failure to pass such an examination, a second examination shall be set within thirty (30) days of the results of the first examination and failure of the second examination shall mean no increment or promotion in that year. Unsuccessful candidates shall be eligible to rewrite the promotional examination one (1) year after the original anniversary date. In promotional examinations, a passing mark of 70% or better is required.

(b) Movement from PSCC 1st Year to PSCC 8th Year

- (1) PSCC employees progress through the yearly steps (year 1 to year 5) in Appendix A after completing a year between each step for Permanent Communications Specialists and 2184 hours between each step for Non-Permanent Communications Specialists.
- (2) After 8 years the Permanent PSCC employee will advance to the "After 8th Year" rate as per Appendix A. Non-permanent PSCC employees will advance to the "After 8th Year" rate as per Appendix A after completing **17,472** hours.

13.11 Vacancy Posting

- (1) Where the Employer has determined that there is a permanent vacancy to be filled, the vacancy shall be posted and filled within sixty (60) days of the member's last scheduled working shift.
- (2) Vacancies in the positions of Equipment Technician, Medical Training Officer, Fire Training Officer, Fire Prevention Division, and the Public Safety Communications Centre shall first be posted in the Lethbridge Fire Department and the Public Safety Communications Centre.

13.12 Fire Prevention Division

(a) Eligibility for Promotion

- (i) The Fire Prevention Officer I's shall be allowed to write the Fire Prevention Officer II exam after four (4) years and act as Fire Prevention Officer III when the position is vacant. In the event that there are not three FPOIII positions filled and there are no FPOII's nor FPOI's with four (4) years of experience, the most senior FPOI will be allowed to write the FPOII exam. If successful, he / she will be promoted to FPOII provided they have completed Alberta Fire Safety Codes Courses to Inspector Level I and Investigator Level I, and be allowed to act as an FPOIII as required.
- (ii) Eligibility for promotion to the Fire Prevention Officer II level is completion of the required four (4) years as a Fire Prevention Officer I, successful completion of the in-house Fire Prevention Officer II exam and completion of Alberta Fire Safety Codes Courses to Inspector Level I and Investigator Level I.
- (iii) Eligibility for promotion to the Fire Prevention Officer III level is attainment of the rank of Fire Prevention Officer II and completion of Alberta Fire Safety Codes Courses to Inspector Level II and Investigator Level II.

(b) Filling of Vacancies

- (i) Preference will first be given to members who have attained 1st Class Fire Fighter status with the Lethbridge Fire Department and Safety Codes Officer/Inspector Level I qualification.
- (ii) If no qualified members apply then preference will be given to members of the following divisions; Fire Suppression/Emergency Medical Services, EMSOO and Training, who have completed the greatest number of courses towards the required qualification. It is agreed that if a member has applied for these required courses but for legitimate reasons, has been unable to take these courses, it will be deemed that these courses have been completed for promotional purposes. If applicants have an equal number of required courses completed (or deemed to have been completed), then the senior applicant will be given the position.
- (iii) If there are no suitable applicants, then any other IAFF Local 237 member who applies will be given consideration, [provided they meet the requirement of Safety Codes Officer/Inspector Level I.
- (iv) In the event that no suitable internal candidates have applied then the position will be posted externally.
- (c) Appointment of Members / External Applicants without Required Qualifications
Applicants who are given a position in the Fire Prevention Division without the required Safety Codes Officer/Inspector Level I qualification, shall make a commitment to upgrade to this required level within a time frame that is mutually agreeable to the parties.

(d) Appointment of Non-Firefighting Members / External Applicants (No Experience)

If a non-firefighting applicant is hired the following schedule will apply:

- 1st year probationary period 86% of 1st Class Fire Fighter rate
- 1.5 years - 91% of 1st Class Fire Fighter rate
- 1.5 years - 96% of 1st Class Fire Fighter rate
- 5th year - 100% of 1st Class Fire Fighter rate
- 6th year - 105% of 1st Class Fire Fighter rate
- 7th year - Fire Prevention Officer I rate

(e) Appointment of Non-Firefighting Members / External Applicants – With Experience

If an External Member is hired with relevant Fire and or Inspection, Investigation experience the following pay schedule will apply:

A minimum of one (1) year of full time experience to be considered for

- 91% of 1st Class Fire Fighter rate for 1 year
- 96% of 1st Class Fire Fighter rate for next 1.5 years
- 100% of 1st Class Fire Fighter rate for next 1.5 years
- 106% of 1st Class Fire Fighter rate for next 6 months
- 109% considered Fire Prevention Officer I rate

A minimum of 2.5 years of full time experience to be considered for

- 96% of 1st Class Fire Fighter rate for next 1.5 years
- 100% of 1st Class Fire Fighter rate for next 1.5 years
- 106% of 1st Class Fire Fighter rate for next 6 months
- 109% considered Fire Prevention Officer I rate

A minimum of four (4) years of full time experience to be considered for

- 100% of 1st Class Fire Fighter rate for next 1.5 years
- 106% of 1st Class Fire Fighter rate for next 6 months
- 109% considered Fire Prevention Officer I rate

** Clause is effective January 1, 2013*

13.13 Classifications and Designations

- (a) Platoon Chief
Two wide stripes separated by one narrow stripe
- (b) Captain
Two wide stripes
- (c) Lieutenant
One wide stripe
- (d) Fire Training Officer
Platoon Chief markings
- (e) Medical Training Officer
Platoon Chief markings
- (f) Assistant Training Officer
Three narrow stripes
- (g) Chief Fire Marshall
Three wide stripes
- (h) Fire Prevention Officer III
Captain markings, less hat insignia
- (i) Fire Prevention Officer II
Lieutenant markings, less hat insignia

13.14 Non-Promotion due to Disability

A member of the Department who has turned down or been passed over for promotion because of disability, and who returns to the service of the Department shall be eligible for the next promotion to the rank for which the member is qualified by seniority.

13.15 Members Obtaining Non-Union Positions

Members successfully achieving non-union positions in the Lethbridge Fire Department shall not lose seniority and shall be allowed to return to their former position within a period of one year from the day they commenced the non-union position.

13.16 Seniority Lists

The Employer shall maintain a current Divisional and Departmental Seniority List showing the date upon which employees commenced employment with the Fire Department and the PSCC. A copy of this list shall be forwarded to the Union.

14.00 CHANGE OF WORK

When a permanent employee is required to temporarily assume the duties of another employee absent on ordinary leave, such as sickness and holidays wherein such a position carries with it a lesser rate of pay, this employee's rate of pay will not be reduced providing the period does not exceed twenty-six (26) weeks.

15.00 REDUCTION OF STAFF

In the case of a reduction in Fire Department staff, the employee having the least amount of seniority shall be the first laid off. Recall of permanent employees, who have been laid off, shall be on a seniority basis.

16.00 PERMANENT EMPLOYEES

A permanent employee is defined as an employee who has completed twelve (12) months continuous service with the Employer and who has produced a medical certificate from a recognized medical practitioner, provided by the Employer, giving full details of the employee's condition and stating whether or not, in the opinion of the Doctor, such employee is medically fit for permanent employment and also that the employee is approved for permanency by the Human Resources Manager.

16.01 PSCC Non-Permanent Employees

A PSCC non-permanent employee is one who will be used in the PSCC for temporary work requirements and relief purposes (including lunch break relief). The terms and conditions of employment for non-permanent employees are set out in Attachment #1.

17.00 LEAVE OF ABSENCE

17.01 (a) Leaves of absence will be granted only insofar as the operation of the Department will permit and the period of absence shall not exceed one (1) year.

(b) An employee who has been granted a Leave of Absence under the provisions of 17.01(a) shall retain proper seniority for an accumulative total of one (1) year. After this one (1) year period, the employee shall retain proper seniority less that period of time by which the leave of absence exceeds one (1) year.

17.02 The employee must give sufficient and reasonable notice in writing to the Head of the Department.

17.03 Such request, if authorized, shall be authorized by the Head of the Department and the Director of Community Services.

17.04 On the return from such leave, an employee shall be entitled to the employee's former position.

- 17.05 Should an employee's application be refused, the employee shall have the right to an appeal to the **Director of Community Services** whose decision shall be final.
- 17.06 Sufficient and reasonable notice must also be given for an extension of leave of absence which also must be authorized by the **Chief of Fire and Emergency Services or the PSCC Manager**. If such authorization is not received and the employee has not returned to work at the expiration of the authorized leave, the employee shall be considered to have terminated service with the Employer. The application for extension of leave must be in writing, but where this is not possible, it can be requested verbally but must be confirmed in writing within five (5) days.
- 17.07 When it is necessary for the Union to make application for a leave of absence for Union business, it is required, if possible, that such application be in the hands of the **Chief of Fire and Emergency Services or the PSCC Manager** not less than two (2) weeks prior to such leave of absence being required. It is required that such applications contain the names of Union members for which leave is required and if these names submitted are not agreeable to the Employer, the Union will be advised of the reason in writing by the **Chief of Fire and Emergency Services or the PSCC Manager** within five (5) working days of receipt of the request and alternate names will be submitted.
- 17.08 An employee who has been granted a Leave of Absence **without Pay** of any kind for any period is responsible for benefit premiums and pension contributions during the period of leave. The employee may choose to continue or drop benefits or pension during the period of leave unless prohibited by benefit contract or law.
- 17.09 An employee shall be allowed up to four (4) shifts annually, without pay, but without loss of seniority or benefits, due to a personal crisis. If an employee books off mid shift, the employee may elect loss of pay on an hour for hour basis or debit a full shift of annual vacation.
- Such an employee may elect to debit vacation shifts or banked time on an hour for hour basis. Vacation debit shall be in full shifts only. Partial shifts of vacation debit will not be allowed.
- 17.10 Permanent PSCC employees will be entitled to four unpaid shifts off each year, with the shifts off to be taken at times mutually agreed between the **PSCC Manager** and the employee.

18.00 PREFERENCE OF EMPLOYMENT

- 18.01 **Applicants will be hired subject to operational need and budgetary requirements and on a set of criteria determined prior to the posting for the recruitment.**
- 18.02 It is accepted that nepotism can have a negative impact on the operation of the Department and the morale of the employees. Therefore, all employees of the City of Lethbridge who participate in either the hiring or promotion process must declare a conflict of interest if a member of the employee's immediate family (i.e. wife, husband, son, daughter, brother or sister) is an applicant. Further, the employee must withdraw from the hiring and promotion process.

19.00 MANAGEMENT RIGHTS

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

20.00 COMPASSIONATE LEAVE

All employees covered by this Agreement shall be entitled to compassionate leave under the following conditions:

- Compassionate leave shall be granted upon the death of a son, daughter, wife, husband, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, legal guardians, step-children, step parents, common law spouses, grandparent-in-law, brother-in-law, and sister-in-law.

- Compassionate leave shall consist of six consecutive calendar days with no loss of pay.
- Pay shall be at the rate being paid to the employee on the working day prior to going on compassionate leave.
- The period of compassionate leave shall commence as soon as practical subsequent to the employee being notified of the death of a loved one.

21.00 LETTERS OF AGREEMENT

Letters of Agreement shall be part and parcel of the Collective Agreement between the City of Lethbridge and City Fire Fighters' Union #237 for the term of the Collective Agreement and shall remain in full force and effect while the parties negotiate and until a new Collective Agreement is signed.

22.00 SOLICITING

- 22.01 The City Manager, Director of Community Services, Chief of Fire and Emergency Services, Captains or Lieutenants will not use their position to solicit donations from employees for any purpose whatsoever, nor shall employees solicit for donations during normal working hours.
- 22.02 No employee or group of employees shall, in the name of the Employer or any department of the Employer, solicit in any manner whatsoever monies or donations on behalf of any person, firm, association or corporation.

23.00 RECOGNITION

- 23.01 The Employer recognizes the Union as the sole bargaining agent for all employees specified in this Agreement.
- 23.02 The Employer agrees not to bargain collectively with any other labour organization affecting employees specified in this Agreement during the life of this Agreement.
- 23.03 No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement, except if specifically provided for in this Agreement.

24.00 WAGES

- 24.01 See Appendix "A"
- 24.02 Service pay shall be paid bi-weekly to all members of the Fire Department covered by this Agreement as follows:
- After eight (8) years continuous service an extra 1% of the bi-weekly wage.
- After thirteen (13) years continuous service an extra 1.5% of the bi-weekly wage.
- After eighteen (18) years continuous service an extra 2% of the bi-weekly wage.
- After twenty-three (23) years continuous service an extra 2.5% of bi-weekly wage.
- After twenty-eight (28) years continuous service an extra 3% of the bi-weekly wage.
- 24.03 When a Fire Fighter is successful in obtaining a **Public Safety Communications Specialist** position, the member will assume the position at the equivalent wage percentage the member held as a Fire Fighter, to a maximum of the **Public Safety Communications Specialist – after 8th year** pay rate.
- 24.04 (a) New employees hired from departments where the individual held a 4th, 3rd, 2nd or 1st Class Firefighter designation will carry over their classification with regards to wage only as outlined in the City of Lethbridge / IAFF Local 237 schedule of wages. The individual hired must be an EMT-P and a member in good standing with another IAFF local at the time of an employment offer with the City of Lethbridge Fire and Emergency Services Department.

- (b) Other external hires who are not members of an IAFF local at the time of an offer of employment with Lethbridge Fire and Emergency Services will be given consideration for commencing employment at a wage higher than the entry level rate up to a maximum of 1st Class Firefighter if they meet the following criteria:
- i) Must be an EMT-P registered in Alberta
 - ii) Must be a NFPA 1001 (Level 1 and 2) Certified Firefighter
 - ii) Must have:
 - a minimum of one year of full time firefighting experience to be considered for the 3rd Class Firefighter wage rate.
 - a minimum of 2.5 years of full time firefighting experience to be considered for the 2nd Class Firefighter wage rate.
 - a minimum of 4 years of full time firefighting experience to be considered for the 1st Class Firefighter wage rate.

25.00 TEMPORARY TRANSFERS

(1) Platoon Transfers

Except as provided for in Article 49.00, members shall not be moved from platoon to platoon to fill a temporary vacancy.

(2) Division Transfers

(3)

Except as provided for in Article 49.00 and emergency situations, members shall not be moved from Division to Division to fill a temporary vacancy.

26.00 SHIFT DIFFERENTIAL

Firefighters working a shift between 18:00 hours and 08:00 hours and PSCC employees working a shift between 19:00 hours and 07:00 hours shall receive a \$1.00 per hour shift differential.

Payment of shift differential is subject to the following conditions:

- (1) A shift differential shall be paid only for the employee's shift actually worked.
- (2) A shift differential shall not be paid for any hours of work which are paid on an overtime basis.

27.00 CLOTHING

27.01 (a) Probationary Fire Department Employee Uniform Issue During the First Calendar Year

Probationary employees shall be entitled to the following initial uniform issue as soon as possible after their starting date:

- 1 – Dress Tunic
- 1 – Dress Pants
- 1 – Uniform Hat
- 4 – Squad Pants
- 8 – Uniform Shirts SS or LS Blue Shirts
- 1 – White Shirt
- 1 – Overall
- 1 – Ball Cap
- 6 – SS T Shirts
- 3 – LS T Shirts
- 1 – 3 Way Winter Jacket
- 1 – Zippered pullover
- 1 – Leather Belt
- 1 – Pair Leather Gloves
- 2 – Clip-on Ties
- 1 – OHS approved boots (except that new employees hired to a non-suppression Division may be allowed to substitute an **OHS approved** Oxford Shoe)

27.01 (b) PSCC Employee Uniform

<u>Uniform Item</u>	<u># of Points Each</u>
4 – Pairs of pants	14 points
8 – Shirts	SS – 4 points, LS – 5 points
9 – T-Shirts, SS or LS	3 points, 4 points
1 – Sweater	14 points
1 – Pair of foot wear	28 points
1 – Leather belt	6 points
2 – Clip on ties	

(c) PSCC Employee Dress Uniform

PSCC Employees who have completed 2184 hours may use their annual point allotment to obtain a PSCC dress uniform. The PSCC dress uniform is not part of their initial issue. Points must be used to obtain a dress uniform if an employee wishes to obtain a dress uniform. If required, an employee may request an advance of points from the next year’s point allotment in order to obtain their entire dress uniform in one year.

Points for a PSCC Dress Uniform will be as follows:

Uniform Item	# of Points for each article
Dress Tunic	53
Dress Pants	16
White Dress Shirt	5
Uniform Hat	7
Oxford Shoe	28
Leather Belt	6
Gloves	6

27.02 Uniform Issue During the Second and Subsequent Calendar Years

- (a) A point system shall be used for uniform entitlement. The list of clothing and the point value assigned to each item shall be as listed in paragraph (e) for the Fire Department and in 27.01(b)

for PSCC employees. Any changes or modifications to this list shall be by agreement between the parties.

- (b) Members may choose uniform clothing from the clothing list up to a yearly maximum of 100 points for the Fire Department and 80 points for PSCC employees. Any of the points not used in one year shall be forfeited and shall not be carried over into subsequent years.
- (c) Fire Department members shall be required to order and maintain a complete “Dress Uniform.” In addition, each member of the Fire Department and PSCC shall order and maintain sufficient “Daywear Uniforms” so as to comply with the Department policy on uniform wear.
- (d) Platoon Chiefs or PSCC Supervisors shall conduct a kit inspection annually to ensure that all members have a proper and complete uniform. If, in the opinion of the Chief of Fire and Emergency Services or the PSCC Manager, a member is lacking a proper uniform, the Chief of Fire and Emergency Services or the PSCC Manager may instruct the member to order the required item(s) as part of the member’s uniform issue for that year.
- (e) The following list outlines items of uniform wear that may be ordered in a Fire Department member’s second and subsequent calendar years of employment: PSCC members may order from the list in 27.01(b) and (c).

UNIFORM ITEM	FREQUENCY OF ORDER	# OF POINTS EACH
Dress Tunic	As needed	53
Dress Pants	As needed	16
Squad Pants	4 pair per year	14
SS Dark Blue Shirt or LS Dark Blue Shirt or White Dress Shirt	8 shirts per year in total	4 5 5
Polo Shirt	As needed	4
Uniform Hat	As needed	7
Overalls	1 pair per year	12
OHS approved Oxford Shoe (Fire Prevention; Office Staff only)	1 pair per year	28
LFD Ball Cap	2 per year	3
SS T Shirt LS T Shirt	12 shirts per year in total	3 4
3 Way Winter Jacket	1 every 3 years	78
Zippered Pullover	1 every 3 years	14
Leather Belt	1 every 3 years	6
Leather Gloves	1 every 3 years	6
OHS approved boots		50
OHS approved boots		28
OHS approved Winter Boots	1 every 3 years	28
Sweat Shirt		7
Sweat Pants		7
Clothing Bag		9

27.03 Protective Clothing

- (a) In addition to the above, the following items of clothing and equipment shall be issued in consultation with the Clothing Committee and when in the opinion of the Chief of Fire and Emergency Services, or designate, they are necessary:

Turnout Pants	Winter Toque
Turnout Coat	Helmet
Suspenders	Fire Fighting Boots
Fire Retardant Coveralls	Balaclava
Fire Fighting Gloves	

- (b) There shall be no change in the issue of protective clothing except if agreed by the parties.

27.04 Uniform Orders

- (a) All members shall be responsible for submitting their uniform order by the date specified by the Chief of Fire and Emergency Services or PSCC Manager.
- (b) Members who fail to submit their order by the specified date shall be contacted, in writing, by the Chief of Fire and Emergency Services or the PSCC Manager and shall be allowed one week from such notice to submit their orders.
- (c) Members who again fail to complete their uniform order shall next be notified by the Union, in writing, and shall be allowed one week from such notice to submit their orders.
- (d) Members who fail to submit their orders as required above shall forfeit any uniform entitlement for that year. Exceptions shall be made for members who were unable to complete their uniform orders on time due to annual vacation or sick leave.

27.05 Uniform Quality

The material for uniform clothing, boots and equipment shall be of first grade quality. Sample clothing, boots and equipment shall be submitted to the joint clothing committee for inspection prior to these items being ordered.

27.06 Uniform Alterations, Cleaning & Repairs

- (a) Should newly issued items of uniform require alterations, the cost of such alterations shall be the responsibility of the Fire Department or the supplier.
- (b) Members shall be responsible for the cost of all alterations to their existing uniform issue unless these alterations result from a change in rank or markings.
- (c) When the uniform of a member assigned to the ambulance service is soiled by a patient during the course of the member's duty, the uniform cleaning costs will be borne by the City.
- (d) Items of uniform clothing, boots or equipment, which are damaged during the performance of a member's duties will be repaired or replaced at the expense of the Fire Department or PSCC after review by the Chief of Fire and Emergency Services or the PSCC Manager.
- (e) Members of the PSCC will wear their City issued uniforms while on duty and shall keep them in a neat and clean condition.

27.07 Leaving the Fire Service

All turn out clothing, equipment, badges, and manuals issued to the member shall remain the property of the Employer and when an employee leaves the service, the employee shall return the same to the Chief of Fire and Emergency Services. When a member leaves the service, all personal clothing issued in the previous six (6) months prior shall be returned in a serviceable condition.

28.00 SUPPLEMENTATION OF COMPENSATION

If a member is killed or becomes totally disabled due to an occupational accident or illness that occurred as a direct result of the performance of the employee's duties in the preservation of life and property including ambulance, mechanics, investigations and inspections work, and the accident or illness is recognized by the Workers' Compensation Board as compensable, the following shall apply:

Definitions:

Full and unreduced pension eligibility referred to in this Article shall mean when a member would have obtained thirty-five (35) years of service, or would have reached age 65 (retirement age as per Article 29.00), whichever comes first.

- 28.01 If an employee is killed, the spouse shall be paid the full pay which such employee would have been paid under this and subsequent Agreements had the employee not been killed, such payment to continue until the date that the deceased employee would have been entitled to **full and unreduced pension eligibility** had the employee not been killed, provided:
- (a) That any Workers Compensation Pension or Canada Pension or Local Authorities or other pension, or annuity not personally contracted for by the deceased and/or spouse or family or any Victims of Crime award that is paid or awarded by reason of the employee's death shall, upon being paid or awarded, be paid or assigned to the City by the spouse, and
 - (b) That at that date the employee would have reached **full and unreduced pension eligibility** had the employee not been killed, the spouse shall receive an amount equal to the Local Authorities Pension which the spouse would have been entitled to had the employee died subsequent to retirement.
- 28.02 In the event an employee is killed leaving no widow/widower but leaving a dependent child or children, or upon the subsequent death of the spouse, the City shall pay to the trustee of the estate or the guardian of the deceased member's children, two thirds (2/3) of the amount the spouse and dependent children would have received pursuant to Clause 28.01 which sum shall be reduced proportionately upon each child of the deceased member reaching the age of eighteen (18) years. "Dependent Child" of a member means the child of a member who is an unmarried person under the age of 18 years.
- 28.03 Notwithstanding the foregoing provisions, a cash settlement in lieu may be mutually agreed upon by the spouse and the City.
- 28.04 If an employee is totally disabled and can no longer be employed, the employee shall be paid full pay under the terms of this and subsequent Agreements as if employment had not been terminated until such time as the member would be entitled to **full and unreduced pension eligibility** , provided:
- (a) That any Workers' Compensation **payments** or Canada Pension or **Canada Pension Disability** or other pension or annuity or City Pension or City Sickness and Accident Plan payments or City Salary Continuance Plan payments not personally contracted for by the member or the member's family or any Victims of Crime award shall be paid, assigned or delivered to the City by the employee.
 - (b) That if the employee recovers, is gainfully employed and receives remuneration there from which is less than the employee would be entitled to receive under this Agreement, such amount together with any monies derived from (a) above shall be paid, assigned or delivered to the City by the employee.

- (c) That if the employee recovers, is gainfully employed and received remuneration there from which is in excess of what the employee would be entitled to be paid under this and subsequent Agreements, the responsibility of the City under this clause shall cease and determine.

28.05 The amount of "full pay" referred to in clauses 28.01 and 28.04 above shall be determined by the parties to this Agreement and, in making that determination, the gross pay of the employee involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax, and any other Government required deductions, according to the employee's exemptions, or in the case of the deceased employee, according to the spouse's exemptions, and such other deductions as may be required.

29.00 RETIREMENT

Upon reaching the age of sixty-five (65) the employee shall be required to retire from the Department.

30.00 CONDITIONS OF EMPLOYMENT

Employees covered by this Agreement shall have a telephone as a condition of employment. Fire Fighters living outside the City limits, as per Council resolution, shall satisfy the Employer that they have a telephone and have taken every reasonable precaution to ensure that they will be able to attend their shifts regularly and to respond to emergencies if available.

31.00 WORKING CONDITIONS

The Employer agrees that prior to changing any existing, or introducing any new policy, practice or procedure, with respect to conditions of work, the Employer will first discuss the same with the Union.

32.00 PENSIONS

The City agrees to continue to provide the benefits of the Local Authorities Pension Act, as covered in the Local Authorities Pension Act. The parties agree to recognize Acting Time as pensionable commencing January 1, 2010.

33.00 SAFETY

The Union and the employer recognize the importance of a healthy and safe workplace and are committed to providing safe work practices. The City shall provide all safety devices or appliances that may be reasonably required for the protection of employees. Employees are expected to wear supplied safety devices or appliances when required.

34.00 TECHNOLOGICAL CHANGE

An employee classified as a permanent employee shall be considered displaced by technological change when the employee's services shall no longer be required as a result of a change in plant or equipment or a change in a process or method of operation diminishing the total number of employees required to operate the department in which the employee is employed.

The City agrees that wherever possible, no employee shall lose employment because of technological change and therefore agrees that a reasonable period should be provided in order that employees may take advantage of all available re-training and other internal employment opportunities commensurate with their abilities and qualifications.

The City recognizes that advance notice of any change is desirable and beneficial for all concerned and therefore agrees to provide as much advance notice as possible.

35.00 ARTICLE INTENTIONALLY LEFT BLANK

36.00 TRAINING

Both the Union and the City recognize the important role that training plays in the job performance, ability, and the career development of members of the Department. To optimize and enhance the implementation of training the following shall apply:

36.01 Required training will be defined in one of two ways:

- (a) Functional training – training to a level which is deemed necessary in order to carry out the duties or functions assigned to an employee or to maintain a qualification of an employee. It is agreed that the Chief of Fire and Emergency Services, and in the case of the PSCC, the PSCC Manager, may set the standards or requirements for functional training.
- (b) Promotional training – training towards a qualification which is deemed necessary in order to be promoted to a different rank or classification within the Lethbridge Fire Department. Training requirements for qualifications for promotion will be jointly developed by the City and the Union.

36.02 For purposes of required training (including examinations and/or evaluations) under the provisions of Article 36.01 the Department shall pay for all registration fees, tuition fees, books, supplies and related expenses. In addition, employees shall be compensated according to the following:

- (a) Training That Occurs on Days On:
Employees who receive training during a day of work will receive no additional compensation nor loss of pay for the time spent taking the training. However, where the training is for a duration of seven (7) hours or longer, employees who are not on response duty shall not be required to return to work at the conclusion of the training.
- (b) Training That Occurs on Days Off:
Employees who receive training on their day or days off will be paid for the time attending the course at their regular hourly rate. Overtime rates will not apply. A day off shall be defined as any time following an employees' last completed night shift and continuing up to 00:00 hours on the day of the employees' first day shift as listed in Appendix B.
- (c) Training That Occurs Between Working Shifts:
Employees who receive training for any period of seven (7) hours duration or longer, where that training is followed by a night shift, will be given that night shift off in lieu of training pay.

For training sessions which are less than seven (7) hours duration, employees will be paid for the time attending the course on an hour for hour basis at their regular hourly rate. Overtime rates will not apply. Employees so affected shall receive no time off in lieu of this training.

36.03 For employees who are approved or required to provide instruction the following shall apply:

- (a) Instruction That Occurs on Working Shifts:
Employees who instruct during their regular hours of work will receive no additional compensation nor loss of pay for the time spent instructing unless the course is a certifiable course.

Instructors who are qualified and who instruct a course for certification will be entitled to Lieutenants/PSCC Supervisor rate of pay for only the hours spent instructing the course.

Lieutenants/PSCC Supervisor rate of pay will also apply in the following circumstances:

In the suppression and prevention division:

The Member must have NFPA 1041 Fire Service Instructor Level 1.
The course must have a curriculum approved by the Chief or designate.

In the PSCC division:

The instructor must have a curriculum approved by the PSCC Manager or designate.

(b) Instruction That Occurs on Days Off:

Employees who instruct on their day or days off will be paid for the time spent instructing the course at overtime rates. A day off shall be defined as any time following an employees' last completed night shift and continuing up to 00:00 hours on the day of the employees' first day shift as listed in Appendix B.

(c) Instruction That Occurs Between Working Shifts:

Employees who instruct for any period of seven (7) hours duration or longer, where that training is followed by a night shift, will be given that night shift off at no loss of pay and shall be paid an additional 15% of their regular hourly rate for the hours spent instructing.

Employees who instruct for less than seven (7) hours duration, will be paid for the time spent instructing at overtime rates. Employees so affected shall not receive time off in lieu of this instruction time.

(d) Instruction Preparation Time:

At the discretion of the Chief of Fire and Emergency Services, if instructors require preparation time on their off-duty hours, the Employee shall be entitled to pay at the regular rate of pay. Overtime rates will not apply.

36.04 Training Sessions That Occur During an Employee's Annual Vacation

- (a) In the event that an employee requests to either give or take training that is to occur when the employee is scheduled for a shift of annual vacation, the employee may trade the hours, shift or shifts spent teaching courses or taking training for an equal amount of annual vacation at a future date. The date of the re-scheduled annual vacation will be dependent on the ability of the Department to accommodate the request.
- (b) However, if the training session is seven (7) hours duration or longer then that session shall be the equivalent to one (1) shift. If the training session is less than seven (7) hours then Annual Vacation lieu time will be on an hour for hour basis. Annual Vacation must be taken as complete shifts (10 or 14 hours). If the employee is unable to use the annual vacation entitlement by the end of the calendar year, the unused portion will either be carried forward to the next year or paid out at the appropriate rate. This will be at the discretion of the Chief of Fire and Emergency Services.
- (c) The hours, shift or shifts in which the employee teaches courses or takes training will be considered to be normal working time. No additional monies will be paid to the student. Instructors matching the criteria listed in 36.03(a) will be paid Lieutenant's rate of pay for training hours.

36.05 All employees who take training covered under Articles 36.02(b) or 36.02(c) and all employees who provide instruction covered under Article 36.03(b) or 36.03(c), will be given a minimum of two (2) hours off prior to the start of the training session with no loss of pay.

- 36.06 For all other courses, conferences, meetings or training sessions the amount of the Lethbridge Fire Department support, financial or otherwise, will be determined by the Chief of Fire and Emergency Services on a case by case basis. It is further understood that any support under these provisions shall not be used as a precedent for support in any future courses, conferences, meetings or training sessions.
- 36.07 In cases where the City is supporting an employees' training, or supporting an employees' attendance at any course, conference or meeting, such support will be offered by seniority to the applicants who meet the prerequisite to attend.
- 36.08 Both the Union and the City understand that the training requirements under the provisions of Article 36.01(b) may be changed or altered from time to time as conditions or other factors warrant. Employees affected by changes to the training requirements in 36.01(b) will, in order of seniority, be given every reasonable opportunity to meet the new requirements. It is further agreed that if an employee has applied for the required training referenced in 36.01(b) but for legitimate reasons (e.g. illness or injury, compassionate leave, course availability, etc.) has been unable to take the training, it will be deemed that these courses have been completed for promotional purposes. It is the employee's responsibility to notify the Chief of Fire and Emergency Services in writing that they consider the missed training deemed to have been taken. There is an expectation that an employee so promoted will continue to pursue this required training and there will be agreement between the employee and the Chief of Fire and Emergency Services on a time frame as to when this training should be completed.
- 36.09 Employees attending meetings called by the Employer (e.g. Officer and Dispatcher meetings), **outside of their regularly scheduled shifts** shall receive pay for actual hours at one and one half (1.5) times their regular hourly rate. This will not apply to Joint Union/Management Meeting (except where otherwise provided for in the Collective Agreement).
- 36.10 When an employee is required by the Employer to belong to an organization, the Employer shall bear the cost of such affiliation.
- 36.11 For full hours previously approved by the PSCC Supervisor, when members are scheduled to coach/mentor other PSCC members at consoles, the member providing the coaching will receive a coaching premium of \$1.25 per hour during that time.

37.00 CLEANING ALLOWANCE

A cleaning allowance in the amount of \$150.00 will be paid each calendar year during the first pay period after July 1st. No Cleaning allowance will be paid to PSCC employees.

38.00 PARENTAL LEAVE

Both the Union and the City recognize the provisions and authority of the Maternity and Paternal Leave Regulation of the Employment Standards Code of Alberta.

38.01 Availability and Length of Parental Leave

Parental leave shall be made available to all birth mothers, fathers and adoptive parents who have fifty-two (52) weeks of continuous employment with the Employer. The total leave, to be taken at the employee's discretion, shall not exceed fifty-two (52) weeks in the case of birth mothers (including the period before and after the estimated date of delivery), and thirty-seven (37) weeks in the case of fathers and adoptive parents.

38.02 Notice to Employer

- (1) The employee shall give the Employer three (3) weeks notice in writing of the day upon which the employee intends to commence parental leave, together with a medical certificate certifying that the employee or employee's spouse is pregnant and giving the estimated date of delivery.

- (2) The prospective adopting parent shall, if possible, give the Employer two (2) weeks notice in writing of the day upon which the employee intends to commence leave, together with a letter from Alberta Social Services and Community Health indicating the estimated date of receipt of the child.

38.03 No Prior Notice Provision

An employee who fails to comply with Clause 38.02 shall be entitled to parental leave if, within two (2) weeks after the employee ceases work, a medical certificate is provided, indicating that the employee or employee's spouse is not able to work by reason of the pregnancy and giving the estimated or actual date of delivery. In the case of adoption, a letter from Social Services and Community Health confirming receipt of the child will be required.

38.04 Resuming Employment

An employee, with the agreement of the Employer, may shorten the duration of the period set out in Clause 38.01.

An employee who wishes to resume employment shall give the applicable Department Head four (4) weeks notice in writing of the day on which the employee intends to resume employment.

The Employer shall:

- (a) reinstate the employee in the position occupied at the time the parental leave commenced,
or
- (b) provide the employee with alternative work of a comparable nature, at not less than the same wages and other benefits that had accrued to the employee to the date that the employee commenced parental leave.

The City of Lethbridge is not required to allow an employee to whom parental leave has been granted to resume employment until after the expiration of four (4) weeks from the day on which the employee notified the Employer of the intention to resume employment.

The City of Lethbridge reserves the right to require a medical certificate from an employee returning from parental leave to indicate that resumption of work will not endanger the employee's health.

38.05 Interference with Performance of Duties

Where the pregnancy of an employee interferes with the performance of the employee's duties, the City of Lethbridge may, by notice in writing to the employee, require the employee to commence parental leave under Clause 38.01 but not to exceed the twelve (12) weeks immediately preceding the estimated date of delivery.

38.06 No Termination or Lay-Off

The Employer shall not terminate the employment of or lay off an employee who by reason only that the employee is pregnant or that parental leave has been taken.

38.07 Benefits Entitlement

Parental Leave shall be without pay, sickness benefits or vacation accrual. The employee on such leave will not lose seniority but will have no claim on promotions affected during the absence.

38.08 Benefits While on Parental Leave

Employees on Parental Leave may elect to continue Alberta Health Care, Alberta Blue Cross and group dental coverage for the duration of their leave provided that they undertake to pay 50% of all cost of

these benefits. Such employees may also elect to continue to contribute to the Local Authorities Pension Plan. If such an election is made, the City of Lethbridge will also continue to make the required Employer contributions during the period of absence.

38.09 Job Security

- (1) Where the Employer has suspended or discontinued operations in part or in full during the period of an employee's parental leave, and they have not been resumed at the expiration of leave, the Employer shall, upon resumption of operations:
 - (a) reinstate the employee in the employee's former position at not less than the same wages and other benefits accrued to the date parental leave commenced,
 - or
 - (b) provide the employee with alternative work.
- (2) The requirement for the Employer to reinstate or provide alternative work extends for a period of twelve (12) months from the date of expiration of the employee's parental leave.

39.00 CHILD BIRTH/ADOPTION LEAVE

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

40.00 HEALTH AND WELLNESS

The City and the Union will continue to cooperate on the IAFF and IAFC Health and Wellness Program.

41.00 ARTICLE INTENTIONALLY LEFT BLANK

42.00 UNION MEETINGS

At no time during duty hours shall Union meetings be held unless authorized by the Chief of Fire and Emergency Services or the City Manager.

43.00 ARTICLE INTENTIONALLY LEFT BLANK

44.00 ARTICLE INTENTIONALLY LEFT BLANK

45.00 DISMISSALS AND DISCIPLINARY ACTION

- 45.01 When any disciplinary action has been given to any employee covered by this Agreement and is put on the employee's personal file, the secretary of the Union shall be sent a copy of said action.
- 45.02 It is understood that when any disciplinary penalty has been given to any employees covered by this Agreement, the employee concerned is not required to answer to the charges without a Union representative present, if the said employee so desires. If a formal grievance is presented, the rules as outlined in the grievance procedure apply.
- 45.03 No employee shall be discharged without just cause.
- 45.04 The record of an employee shall not be used against the employee after twenty-four (24) months following the incident.

46.00 RELIEF

46.01 Relief of Chief Fire Marshall

For scheduled absences, by the Chief Fire Marshall, other than regular days off, the senior person relieving will receive the higher classification pay.

The Senior Fire Prevention Officer III on duty shall relieve the Chief Fire Marshall.

- 46.02 When a member works in a higher position for 40% or more of the member's regular annual hours of work, the member will be paid at the greater rate for annual vacation, statutory holidays and sick days. The calculation will be done at year-end by the Employer. Workers compensation hours will be excluded from the calculation.

47.00 LEGAL EXPENSES

- 47.01 The City shall appoint legal counsel either directly or through its insurers to defend any criminal or civil action taken against or in respect to a member of the Union arising out of such member's actions while engaged in the member's duties as a Fire Department Representative and shall indemnify and save harmless such members from any monetary award relating thereto. The provisions of this section shall not apply where, in the opinion of the City, the action of such member constitutes a gross disregard or neglect of the member's duties as a Fire Department Representative.

- 47.02 Any member of the Union becoming aware of any claim or action being taken against the member with respect to such member's duties as a Fire Department Representative shall immediately notify the Chief of Fire and Emergency Services and the City Solicitor with respect to same.

48.00 CONFIDENTIALITY OF HEALTH INFORMATION

The confidentiality of health and medical information is recognized by the City and the Union.

49.00 ROVERS

Members in this position may be moved from shift to shift, Division to Division. Duties would include fire/ambulance.

Hours of work shall be 672 hours per 16 week cycle.

Overtime shall be paid for all hours in excess of 672 in the 16 week cycle.

Work schedule shall be arranged for staffing of the "Peak Time Support Ambulance" and replacement of staff on annual vacation or any predetermined absences due to sickness or accident.

Rovers shall be considered members of the Fire Fighting Division and shall be seven in number. Rovers shall progress through the classifications in the usual manner as outlined in Article 13.00.

A member shall serve no more than a total of six (6) years in a rover position.

Senior Rovers will be assigned to a platoon not more than ten (10) weeks after new Recruits start date.

Recruits will not be assigned to suppression or ambulance duties (including transfer ambulance calls) until they have completed their training.

Once the Recruit has completed training, the Recruit will be designated a Rover.

Rovers shall be given at least twelve (12) hours notice prior to a shift being canceled, scheduled or rescheduled.


50.00 STAFFING

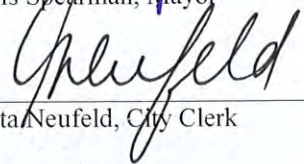
50:01 There shall be a minimum of four Fire Fighters assembled at the scene of a fire before interior firefighting operations are conducted at a fire emergency.

50:02 Staffing for the 12:00 hour (07:00 to 19:00) Peak Time Support Ambulance will be done with Rovers. Staff within the Fire Suppression Division may apply for the Peak Time Support Ambulance and it will be offered to the most senior qualified applicant.

SIGNED AT LETHBRIDGE, ALBERTA THIS 1st DAY OF October, 2018.

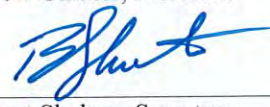
CITY OF LETHBRIDGE


Chris Spearman, Mayor


Aleta Neufeld, City Clerk

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 237**

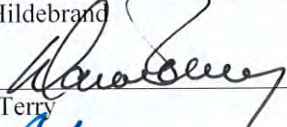

Drew Ginther, President


Brent Shelton, Secretary

BARGAINING COMMITTEE


P. Rocca


R. Hildebrand

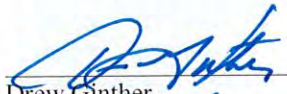

D. Terry

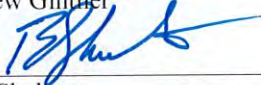

C. Kearns


G. Adair



C. Lastiwka

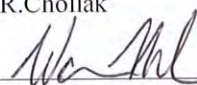
BARGAINING COMMITTEE


Drew Ginther


B. Shelton


Doug Ginther


R. Chollak


W. Nelson

Appendix "A" - Wages

Appendix "A" - Wages

Positions	Index	Job Code	SP / Grade	Bi-weekly Hours	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
					2.3%		2.0%		2.0%		2.0%	
					Hrly Rate	Bi- weekly	Hrly Rate	Bi- weekly	Hrly Rate	Bi- weekly	Hrly Rate	Bi- weekly
Chief Fire Marshall	140%	203G	002-018	80	\$67.13	\$5,370.29	\$68.47	\$5,477.70	\$69.84	\$5,587.25	\$71.24	\$5,698.99
Emergency Medical Operations Officer	143%	207G	002-012	80	\$68.57	\$5,485.37	\$69.94	\$5,595.08	\$71.34	\$5,706.97	\$72.76	\$5,821.12
Fire Training Officer	138%	205G	002-019	80	\$66.17	\$5,293.57	\$67.49	\$5,399.44	\$68.84	\$5,507.43	\$70.22	\$5,617.58
Medical Training Officer	138%	206G	002-019	80	\$66.17	\$5,293.57	\$67.49	\$5,399.44	\$68.84	\$5,507.43	\$70.22	\$5,617.58
Assistant Training Officer	133%	201G	002-011	80	\$63.77	\$5,101.77	\$65.05	\$5,203.81	\$66.35	\$5,307.88	\$67.68	\$5,414.04
Fire Prevention Officer III	124%	204C	002-016	80	\$59.46	\$4,756.54	\$60.65	\$4,851.67	\$61.86	\$4,948.70	\$63.10	\$5,047.68
Fire Prevention Officer II	113%	203C	002-015	80	\$54.18	\$4,334.59	\$55.27	\$4,421.28	\$56.37	\$4,509.71	\$57.50	\$4,599.90
Fire Prevention Officer I	109%	202C	002-0014	80	\$52.26	\$4,181.15	\$53.31	\$4,264.78	\$54.38	\$4,350.07	\$55.46	\$4,437.07
Fire Prevention Officer Prob. (6 mos)	106%	201C	002-006	80	\$50.83	\$4,066.08	\$51.84	\$4,147.40	\$52.88	\$4,230.34	\$53.94	\$4,314.95
*see 13.12e for external FPO hires				80								
Senior Equipment Tech (after 15 Years IAFF)	124%	205D	002-016	80	\$59.46	\$4,756.54	\$60.65	\$4,851.67	\$61.86	\$4,948.70	\$63.10	\$5,047.68
Senior Equipment Tech (after 10 Years IAFF)	113%	204D	002-015	80	\$54.18	\$4,334.59	\$55.27	\$4,421.28	\$56.37	\$4,509.71	\$57.50	\$4,599.90
Senior Equipment Tech (after 8 Years IAFF)	103%	203D	002-021	80	\$49.39	\$3,951.00	\$50.38	\$4,030.02	\$51.38	\$4,110.62	\$52.41	\$4,192.83
Equipment Technician ¹	100%	202D	002-017	80	\$47.95	\$3,835.92	\$48.91	\$3,912.64	\$49.89	\$3,990.89	\$50.88	\$4,070.71
PSCC QA Supervisor	118%	204Z	002-020	80	\$56.58	\$4,526.39	\$57.71	\$4,616.92	\$58.87	\$4,709.25	\$60.04	\$4,803.44
Platoon Chief	138%	203F	002-010	84	\$63.02	\$5,293.57	\$64.28	\$5,399.44	\$65.56	\$5,507.43	\$66.88	\$5,617.58
Captain	124%	202F	002-009	84	\$56.63	\$4,756.54	\$57.76	\$4,851.67	\$58.91	\$4,948.70	\$60.09	\$5,047.68
Lieutenant	113%	201F	002-005	84	\$51.60	\$4,334.59	\$52.63	\$4,421.28	\$53.69	\$4,509.71	\$54.76	\$4,599.90
Platoon EMS Trainers	113%	201T	002-005	84	\$51.60	\$4,334.59	\$52.63	\$4,421.28	\$53.69	\$4,509.71	\$54.76	\$4,599.90
Senior Firefighter Eligibility	106%	203A	002-003	84	\$48.41	\$4,066.08	\$49.37	\$4,147.40	\$50.36	\$4,230.34	\$51.37	\$4,314.95
Senior Firefighter (after 8 Years)	104%	202A	002-002	84	\$47.49	\$3,989.36	\$48.44	\$4,069.15	\$49.41	\$4,150.53	\$50.40	\$4,233.54
Firefighter		201A	002-001									
- 4th Class (1 Year)	86%			84	\$39.27	\$3,298.89	\$40.06	\$3,364.87	\$40.86	\$3,432.17	\$41.68	\$3,500.81
- 3rd Class (1.5 Years)	91%			84	\$41.56	\$3,490.69	\$42.39	\$3,560.50	\$43.23	\$3,631.71	\$44.10	\$3,704.35
- 2nd Class (1.5 Years)	96%			84	\$43.84	\$3,682.48	\$44.72	\$3,756.13	\$45.61	\$3,831.25	\$46.52	\$3,907.88
- 1st Class (after 4 Years) ¹	100%			84	\$45.67	\$3,835.92	\$46.58	\$3,912.64	\$47.51	\$3,990.89	\$48.46	\$4,070.71
PSCC Shift Supervisor	112%	203Z	002-008	84	\$51.15	\$4,296.23	\$52.17	\$4,382.16	\$53.21	\$4,469.80	\$54.28	\$4,559.20
Public Safety Communications Specialist - Training	70%	201ZT		84	\$31.97	\$2,685.14	\$32.61	\$2,738.85	\$33.26	\$2,793.62	\$33.92	\$2,849.50
Public Safety Communications Specialist		201Z	002-025									
- 1st Year ²	70%			84	\$31.97	\$2,685.14	\$32.61	\$2,738.85	\$33.26	\$2,793.62	\$33.92	\$2,849.50
- 2nd Year	86%			84	\$39.27	\$3,298.89	\$40.06	\$3,364.87	\$40.86	\$3,432.17	\$41.68	\$3,500.81
- 3rd Year	91%			84	\$41.56	\$3,490.69	\$42.39	\$3,560.50	\$43.23	\$3,631.71	\$44.10	\$3,704.35
- 4th Year	96%			84	\$43.84	\$3,682.48	\$44.72	\$3,756.13	\$45.61	\$3,831.25	\$46.52	\$3,907.88
- 5th Year	100%			84	\$45.67	\$3,835.92	\$46.58	\$3,912.64	\$47.51	\$3,990.89	\$48.46	\$4,070.71
- after 8th Year	103%			84	\$47.04	\$3,951.00	\$47.98	\$4,030.02	\$48.94	\$4,110.62	\$49.91	\$4,192.83
Grandfathered PSCC Spec 80%	80%	201ZG		84	\$36.53	\$3,068.74	\$37.26	\$3,130.11	\$38.01	\$3,192.71	\$38.77	\$3,256.57

1.) 100% rate is based on bi-weekly earnings

2.) 70% rate effective for new hires on ratification existing staff remain at 80%

APPENDIX “B” – WORK WEEK SCHEDULE

LETHBRIDGE FIRE DEPARTMENT 42 HOUR WORK WEEK SCHEDULE, 4 PLATOONS - 2 SHIFTS, 10 AND 14 HOUR WORK PERIODS.

2 days - 2 nights - 2 days off
 2 days - 2 nights - 6 days off

Shift	SCHEDULE ROTATES EVERY 16 WEEKS						
	SUN	MON	TUES	WED.	THURS.	FRI.	SAT.
8 am - 6 pm				C	B	B	D
6 pm - 8 am				A	C	C	B
8 am - 6 pm	D	C	C	A	A	D	D
6 pm - 8 am	B	D	D	C	C	A	A
8 am - 6 pm	B	B	A	A	C	C	B
6 pm - 8 am	D	D	B	B	A	A	C
8 am - 6 pm	B	D	D	C	C	A	A
6 pm - 8 am	C	B	B	D	D	C	C
8 am - 6 pm	D	D	B	B	A	A	C
6 pm - 8 am	A	A	D	D	B	B	A
8 am - 6 pm	C	B	B	D	D	C	C
6 pm - 8 am	A	C	C	B	B	D	D
8 am - 6 pm	A	A	D	D	B	B	A
6 pm - 8 am	C	C	A	A	D	D	B
8 am - 6 pm	A	C	C	B	B	D	D
6 pm - 8 am	B	A	A	C	C	B	B
8 am - 6 pm	C	C	A	A	D	D	B
6 pm - 8 am	D	D	C	C	A	A	D
8 am - 6 pm	B	A	A	C	C	B	B
6 pm - 8 am	D	B	B	A	A	C	C
8 am - 6 pm	D	D	C	C	A	A	D
6 pm - 8 am	B	B	D	D	C	C	A
8 am - 6 pm	D	B	B	A	A	C	C
6 pm - 8 am	A	D	D	B	B	A	A

**LETTER OF AGREEMENT #1
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 237**

RE: CITY OF LETHBRIDGE VOLUNTARY SEPARATION INCENTIVE OPTION (VSIO)

The City of Lethbridge continues to face a dynamic environment where many of our Operating Units will experience change and reinvention of service delivery approaches. In some cases these changes will impact directly on employees attached to specific Operating Units. This program has been developed to provide an additional option to those already available within Collective Agreements or other Corporate policy.

Program Application

The Voluntary Separation Incentive Option (VSIO) will be activated by the Corporation to assist individuals affected by specific business change. When it is deemed appropriate by the Corporation to activate this program the City Manager will identify the specific Employee Group eligible to make an application under the VSIO. The relevant union leaders will be consulted and correspondence will be sent to each eligible employee with copies to the relevant union. Only the identified employees will be eligible to make application notwithstanding the following exception. Should an eligible employee have access to bumping options under a Collective Agreement and should such an employee exercise that option then the individual who has been bumped will become eligible to make an application under the VSIO.

Eligibility Criteria

- 1) Applicants must be members of the permanent work force (casual employees are not eligible).
- 2) Applicants must have a minimum of five (5) years continuous service with the City of Lethbridge and a minimum of five years seniority. In case where the applicant has worked continuously, but under two or more Collective Agreements, seniority will be cumulative for purposes of this policy.

Terms of the VSIO Program


- 1) A separation payment of one and one half (1.5) weeks of regular pay for each year of service up to five (5) years plus two (2) weeks of regular pay for each additional year of service to a maximum of fifty-two (52) weeks pay plus a lump sum payment of \$2,500.00.
- 2) Each year of continuous service with the City of Lethbridge will be counted towards the above calculation.
- 3) Applications must be accompanied by a written resignation date for no later than the date specified by the City Manager when the program is activated for the specific employee group.

Application Process


- 1) Each applicant will be notified concerning the acceptance or non-acceptance of their application.
- 2) Once the application has been accepted the applicant then must follow through with their resignation on the effective date.
- 3) Separation payments will be made in accordance with the wishes of the applicant and the legal requirements on the City.

Signed this __ 1st __ day of __ October ____, 2018 at Lethbridge, Alberta.

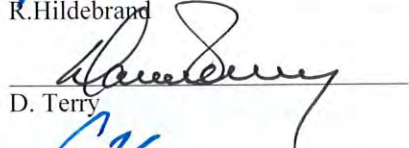
For the City of Lethbridge



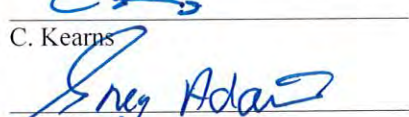
P. Roeca




R. Hildebrand




D. Terry



C. Kearns




G. Adair




C. Lastivka


For I.A.F.F., Local 237




Drew Ginther



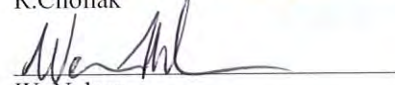
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #2
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 237**

RE: FIRE SUPPRESSION AND PSCC PERSONNEL BANKING OF TRAINING TIME OR OVERTIME

Banking of Training Time

The parties agree that members of the Fire Suppression Division and PSCC who attend required training while they are on a day off (see 36.02 (b)) will have the option of receiving **one and one half (1.5) hours** of their regular hourly rate for the time in attendance or, banking the **one and one half (1.5) hours** of equivalent value of time for use as time off.

Banking of Overtime

Accumulated overtime to a maximum of 24 overtime hours (48 regular hours) may also be banked. Banked hours shall be taken at a time mutually agreed between the member and the Chief of Fire and Emergency Services, the Manager of the PSCC, or their designates.

Process for Banking

Members may request a payout of all or part of their accumulated banks at any time. Such requests will be processed on the pay immediately following the next payroll cutoff.

There will be a scheduled banked time payout at each year end. If the member is not able to take the time off prior to the payroll cut-off for the next scheduled banked time pay-out, the banked time will be paid out at the regular hourly rate the member was receiving when the time was earned. Re-banking shall be permitted. Banked time pay-outs shall be **calculated as of December 31st. Payments will be made on the next regular pay date that coincides with the payroll cutoff period that includes then December 31 pay-out calculation.**

It is understood that the Chief of Fire and Emergency Services, the Manager of the PSCC or their designates, will only allow a member to take time off in lieu where, in the judgment of the Chief of Fire and Emergency Services, the Manager of the PSCC or their designates, there will be sufficient personnel to cover the requirements of the Department or PSCC without the need to call in a member for replacement purposes. Restrictions or limitations on using banked **time** are covered by department policy.

The City and the Union each reserve the right to discontinue banking of training time or overtime given 30 days notice in writing by either party. When a notice to discontinue the banking of training time or overtime is given, the banks of all members will be paid out on the pay day immediately following the end of the 30 day notice.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

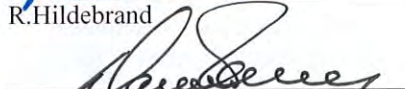
For the City of Lethbridge



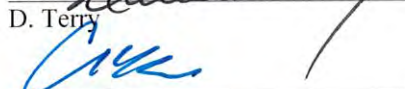
P. Rocca



R. Hildebrand



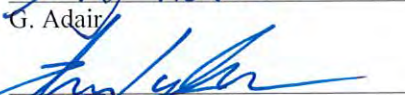
D. Terry



C. Kearns



G. Adair



C. Lastiwka

For I.A.F.F., Local 237



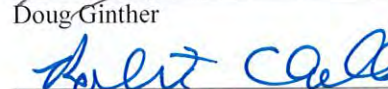
Drew Ginther



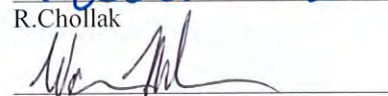
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #3
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 237**

RE: FLEXIBLE BENEFIT PLAN

This Letter of Agreement replaces Article 12.00A of the Collective Agreement while the Letter of Agreement is in effect.

1. Effective April 1, 2002, a flexible benefit plan will be implemented for all permanent employees and all term employees whose term is expected to be at least ten (10) months in length.
2. The benefits provided to employees under the plan will be in accordance with the terms and conditions of the benefit plan contracts. The Employer reserves the right to contract employee benefit services with any carrier provided substantially the same benefit coverage is retained.
3. The monthly premium costs for core benefits will be paid as follows:
 - a) Premiums for Core Extended Health Care and Core Dental Care will be 100% paid by the Employer.
 - b) Premiums for Basic Life Insurance and Alberta Health Care will be 100% paid by employees.
4. The Employer will contribute flexible credits to eligible employees in the amount of \$1,600.00 per benefit plan year effective January 1, 2010. The Employer's cost reduction due to reallocation of benefit premium costs will be calculated on an annual basis, and any reduction will be averaged amongst the flexible benefit accounts of all eligible employees
5. Eligible employees may opt-up, opt-down or opt-out of the Core Extended Health Care Plan and the Core Dental Care Plan in accordance with the terms of the flexible benefit plan. Premium costs for opt-up coverage will be 100% paid by employees participating in the opt-up plans. Flexible credits for opt-out or opt-down coverage will be calculated at 75% of the Employer cost reduction.
6. Costs for the administration of the flexible benefit plan will be paid 100% by the employees. Employee contributions will be deducted from flexible credits on an annual basis.
7. Eligible employees may choose to apply for optional life insurance benefits and optional AD & D coverage. The premiums for these voluntary benefits will be 100% paid by employees participating in these plans.
8. The following replaces Clause 38.08 during the life of this letter:

Benefits While on Parental Leave

Employees on Parental Leave may elect to continue Core Extended Health Care and Core Dental Care coverage for the duration of their leave provided that they undertake to pay 50% of all cost of these benefits. Such employees may also elect to continue to contribute to the Local Authorities Pension Plan. If such an election is made, the City of Lethbridge will also continue to make the required Employer contributions during the period of absence.

9. The following replaces Clause 12.06 during the life of this letter:

Continuation of Benefits While Ill or Disabled

A permanent employee who is absent from work because of illness or disability shall continue to enjoy Core Extended Health Care and Core Group Dental coverage without costs for as long as the member is approved for disability benefits through the Disability Partnership.

10. The benefit plan year is January 1st to December 31st.

11. This Letter of Agreement will expire on **December 31, 2020** unless otherwise agreed.

Signed this ___ 1st ___ day of ___ October _____, 2018 at Lethbridge, Alberta.

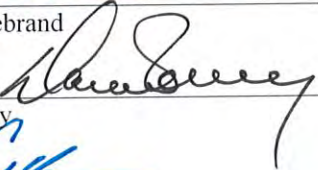
For the City of Lethbridge



P. Rocca



R. Hildebrand



D. Terry



C. Kearns

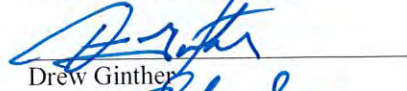


G. Adair



C. Lastiwka

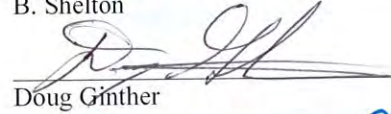
For I.A.F.F., Local 237



Drew Ginther




B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #4
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 237**

RE: SUPPLEMENTAL PENSION PLAN

The parties agree to work together during the life of this Collective Agreement for the purpose of researching and discussing various options for the establishment of a supplemental pension plan (in addition to the Local Authorities Pension Plan). It is further acknowledged that the City of Grande Prairie has a supplemental pension plan available to its Firefighters and this plan should be researched as an option.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

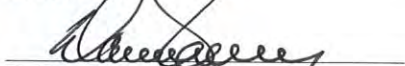
For the City of Lethbridge



P. Rocca



R. Hildebrand



D. Terry



C. Kearns



G. Adair



C. Lastiwka

For I.A.F.F., Local 237



Drew Ginther




B. Shelton



Doug Ginther



R. Chollak



W. Nelson



**LETTER OF AGREEMENT #5
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Re: Rovers and Casual employees in the Public Safety Communications Centre (PSCC)

It is the intent of both the Union and the Employer to increase the use of full time permanent employees within the PSCC thereby reducing the need for casual non-permanent employees. Keeping in mind that this will be accomplished utilizing existing staffing resources, the following is agreed to:

Rovers shall be considered members of the PSCC division and shall be **five (5)** in number. These Rovers shall progress through the pay rates of Appendix "A"-Wages of the collective agreement. Members in this position may be moved from shift to shift within the Public Safety Communications Centre.



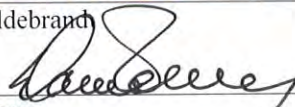

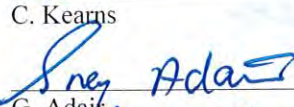

The Rover work schedule shall be arranged for replacement of Public Safety Communication Specialists who are away on annual vacation, training, illness, accident or any other predetermined absence and as supplemental assistance on the shifts. Work will be scheduled in full shifts or shifts equal to the length of the required replacement; split shifts will not be permitted. Hours of work shall be 672 hours per 16 week cycle. Overtime shall be paid for all hours in excess of 672 in the 16 week cycle. Overtime rates shall be paid for all hours over twelve (12) consecutive hours. Rovers shall be given at least twelve (12) hours notice prior to a shift being canceled, scheduled or rescheduled.

Once a new Recruit has completed training, and is able to perform the duties of a PSCC Specialist, the Recruit will be designated a Rover, provided there is a vacant Rover position. At that time the most senior Rover will be assigned to a regular shift provided there is a vacancy on a regular shift.

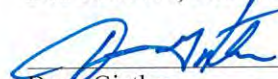

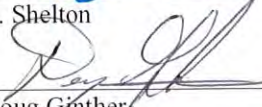

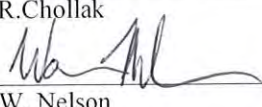
The vacancy created by the QA Position will be filled by a rover and selection will be based on seniority.

Signed this 1st day of October , 2018 at Lethbridge, Alberta.

For the City of Lethbridge


P. Rocca

R. Hildebrand

D. Terry

C. Kearns

G. Adaj

C. Lastiwka

For I.A.F.F., Local 237


Drey Ginther

B. Shelton

Doug Ginther

R. Chollak

W. Nelson

**LETTER OF AGREEMENT #6
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

RE: PUBLIC SAFETY COMMUNICATIONS CENTRE SHIFT SUPERVISORS

There will be four (4) PSCC Shift Supervisors, one on each of the four platoons. It is intended to have a Shift supervisor on duty 24 hours a day, 7 days a week. (Understanding this may not be possible if no supervisors or eligibility members are available) The PSCC Supervisors will be selected from members of the PSCC division who have attained step 5 of the pay rates. The selection criteria will be based on a process that is agreed to by IAFF Local 237 and the City of Lethbridge.

If a non-permanent member is a successful applicant, no permanent members will lose their permanent position because of this.


The rate of pay for PSCC Shift supervisor will be 112% of Step 5 pay rate.

An Eligibility list will be created for all members who apply and meet a minimum standard that is agreed to by IAFF Local 237 and the City of Lethbridge. These Eligibility members will act as PSCC Shift Supervisors when the position is vacant due to various reasons such as annual vacation, sick leave and other reasons that take the shift supervisor away from duty. When members are acting as a shift supervisor, the member will receive a rate of pay of 112% and overtime rates of 112% when overtime rates apply. There will be no eligible rate of pay for being on the eligibility list.


Clause 46.02 of the collective agreement will apply to members on the PSCC Eligibility list.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

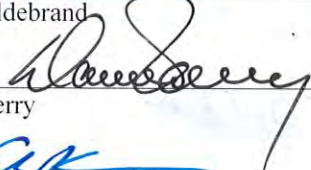
For the City of Lethbridge




P. Rocca




R. Hildebrand




D. Terry



C. Kearns




G. Adair




C. Lastiwka

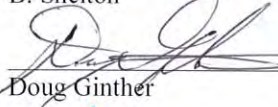
For I.A.F.F., Local 237




Drew Ginther



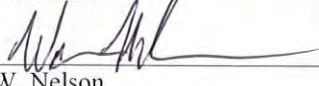
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #7
BETWEEN
THE CITY OF LETHBRIDGE
AND**

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237

RE: Platoon EMS Field Trainers/Platoon Trainers

There will be four (4) Platoon EMS Trainers, one on each of the four platoons.

Platoon EMS Field Trainers will be awarded to the most senior members who have obtained the following criteria.

- Successful completion of E2 or Equivalent
- Senior Firefighter designation
- Current or expired certification at the instructor level and experience instructing one of the following: CPR, PHTLS, BTLS, ACLS, PALS
- Current Alberta College of Paramedics registration as paramedic
- Would be expected to complete Blue Card online portion within a year of accepting the position

The rate of pay for Platoon EMS Trainers will be 113% of 1st class Fire Fighter rate effective January 1, 2013.

This position will have no rank or markings.

It is understood that existing Platoon EMS Trainers will continue in the role as Platoon EMS Trainers. Upon a vacancy in the position, the Platoon EMS Trainer position will change to Platoon Trainer and the position will be posted.

It is understood by IAFF Local 237 and the City of Lethbridge that The Platoon EMS Field Trainer positions will be a pilot project for a two year period. After the two year period the parties will evaluate the effectiveness of the positions and determine if the positions will continue or not.

Signed this 1st day of October , 2018 at Lethbridge, Alberta.

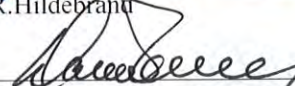
For the City of Lethbridge



P. Rocca



R. Hildebrand



D. Terry



C. Kearns



G. Adair




C. Lastiwka

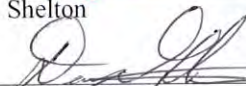
For I.A.F.F., Local 237



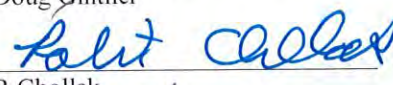
Drew Ginther



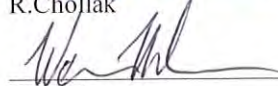
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #8
BETWEEN
THE CITY OF LETHBRIDGE
AND**

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237

RE: EMS Operations Officer Position

The EMS Operations Officer will be a position within the City of Lethbridge Fire Department as long as ambulance service is being delivered by the Fire Department.


The rate of pay for this position will be 143% of a First Class Firefighter hourly rate.

The individual who undertakes this position will normally work forty (40) hours per week and five (5) days per week. Typically, the hours of work for this position will be Monday to Friday, 0800 to 1700 hours, with an unpaid lunch hour. Because of the nature of this job however, the EMS Operations Officer's hours may be altered (flexed) through discussion and agreement with Administration in order to meet his/her needs and those of the Fire Department.


If the EMS Operations Officer's position is eliminated the EMS Operations Officer will return to their respective position in their former division with no loss of seniority. If the EMS Operations Officer returns to their former position by their choice, the two (2) year period stated in Clause 13.02 will apply.

Signed this __ 1st __ day of __ October ____, 2018 at Lethbridge, Alberta.

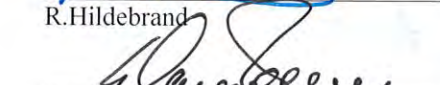
For the City of Lethbridge




P. Rocca



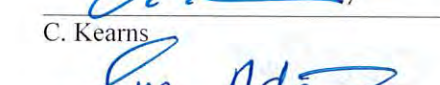
R. Hildebrand



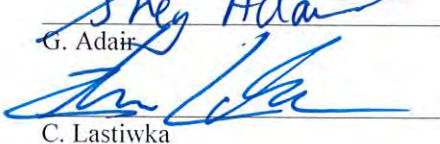
D. Terry



C. Kearns



G. Adair



C. Lastiwka

For I.A.F.F., Local 237



Drew Ginther



B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #9
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Re: Special Projects


From time to time it is recognized that there may be a need for special projects to be completed by members of our department.

If members are to be removed from their regular shift and regular duties for these special projects there must be agreement from IAFF Local 237.


The City of Lethbridge and IAFF Local 237 will also agree on a selection process for these special projects with seniority and qualifications being the basis of this process.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

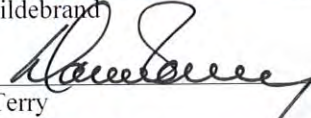
For the City of Lethbridge




P. Rocca




R. Hildebrand




D. Terry



C. Kearns

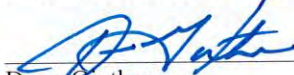


G. Adair

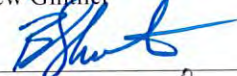


C. Lastiwka

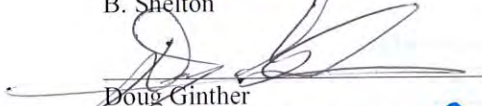
For I.A.F.F., Local 237




Drew Ginther



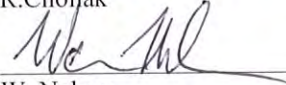
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #10
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

RE: EMS RESOURCE OFFICER

A term position aligning with the requirements of the EMS contract with Alberta Health Services will be offered and titled EMS Resource Officer.

The rate of pay for this position will be 138% of a First Class Firefighter rate.


The individual who undertakes this position will normally work forty (40) hours per week and five (5) days per week. Typically, the hours of work for this position will be Monday to Friday, 08:00 to 17:00 hours, with an unpaid lunch hour. The EMS Resource Officer's hours may be altered (flexed) through discussion and agreement with Administration in order to meet his / her needs and those of the Fire Department.

The EMS Resource Officer will be in the same division as the EMS Operations Officer. If the EMS Resource Officer position is eliminated, the incumbent holding the position will return to their former division with no loss of seniority. If the incumbent wants to return to their former position by choice, the two (2) year period stated in clause 13.02 will apply.


Members eligible to apply will be as per 13.05 (1) (c) of the collective agreement. Selection process will be as per 13.05 (2) of the collective agreement (same as the MTO).

Signed this __1st__ day of __October__, 2018 at Lethbridge, Alberta.

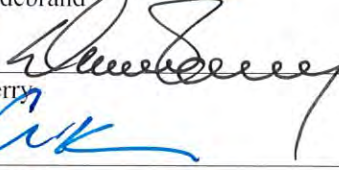
For the City of Lethbridge




P. Rocca



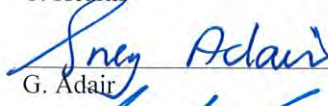
R. Hildebrand




D. Terry



C. Kearns



G. Adair



C. Lastiwka

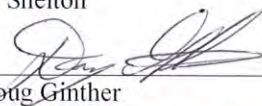
For I.A.F.F., Local 237



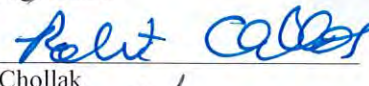
Drew Ginther



B. Shelton



Doug Ginther



R. Chollak



W. Nelson

LETTER OF AGREEMENT #11
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237

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**LETTER OF AGREEMENT #12
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Re: Alberta Health Services and Ambulance Service

As a contracted service provider to Alberta Health Services it is understood between the parties that in order to meet the obligations of a long term service contract, a collaborative approach to flexible ambulance staffing models must be available in regards to an additional three peak time ambulances.

Specifically, the parties agree to work together during the term of this agreement to implement three additional Peak Time Support Ambulances in addition to the existing Peak Time Support Ambulance.

Staffing of these additional peak cars will be similar to the current peak car in regards to using rovers and / or employees who volunteer.

To facilitate the additional peak time support ambulances an increase in the number of rovers will be required as referred to in Section 47.0 from seven (7) in number to a maximum of 20 (twenty). Existing employees, not currently in a rover position, will not be rolled back into a rover position.

Scheduling of rovers will be coordinated within the boundaries of the current 42 hour (average) weekly work week with changes in start times of 12 hour shifts as referred to in Section 50.02 and 11.03 to align with peak demand requirements.

- Members will follow a 4 on 2 off, 4 on 6 off rotation with a start time between the hours of 06:00 and 12:00 working on a 12 hour consecutive shift.
- The initial set rotation of the 4 day car ambulances will be a start time of 07:00, 08:00, 10:00 and 12:00.
- These start times will be evaluated at 3 month intervals, but will not be changed outside of the 06:00 to 12:00 start time window during this agreement.
- The most 16 junior IAFF Members will be assigned to the Day Car Schedule which will be 4 days on 2 days off, 4 days on, six days off with start times between 6:00 a.m. and 12:00 noon. Although these staff will be assigned to their shift they will remain designated as rovers.
- If other IAFF members wish to apply or volunteer for these day shifts they will have preference over the junior members, and the junior members will move up as a Rover or on to an existing platoon under the 10 and 14 hour day night shifts rotation. There would be an expectation of a yearlong commitment from Non-Rover applicants.
- The next 4 members in seniority will be designated as Rovers (which brings total Rovers to 20) and assigned to each of the platoons. These Rovers will be used to fill in for AV and sick leave with the appropriate notification Time lines to change shifts.
- AV selection for the Day Car members will be selected between the Rovers on their shift. Example A1, A2 and the Rover on A platoon will be on its own AV selection list. Each other Day car platoon will be on their own list as described above.

Due to the implementation of these additional shifts, members may be required to serve more than 6 years in a rover position (section 50.00) pending placement opportunities within the department.

Once the long term service contract is implemented, the parties will continue to work together to evaluate the impacts of service volumes during peak loading to determine if the scheduling indicated above is the most efficient approach to manage this work.

IAFF Local 237 Negotiation committee supports this Letter of agreement with the understanding it requires Membership ratification.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

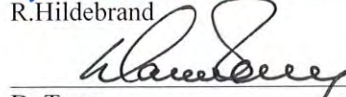
For the City of Lethbridge



P. Rocco



R. Hildebrand



D. Terry



C. Kearns

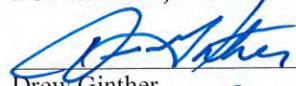


G. Adair



C. Lastivka

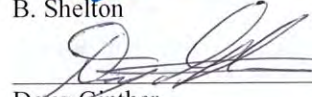
For I.A.F.F., Local 237



Drew Ginther



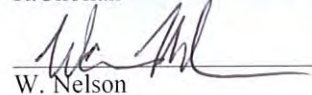
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #13
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Re: R3 Dispatch Shift

The Parties agree that in addition to Article 11.00 of the collective agreement, there will be the following additional shift, in the PSCC, which will be occupied by 2 permanent full time PSCC employees (average of 42 hour work week).

The shift will be known as the R3 shift and it will be from **15:00 to 03:00**, seven days a week.

The schedule is 2 shifts on, 2 shifts off, 3 shifts on, 2 shifts off, 2 shifts on, 3 shifts off. This rotation repeats itself every 2 weeks and its intent is for each member, in the R3 rotation, to have every second weekend off.


Members who fill this position may return to their former shift pattern when there is a vacancy.

The R3 shifts will be filled based on Seniority of members wanting the R3 dispatch shifts. If no members are willing to assume the R3 dispatch shifts the most junior full-time members will be required to fill the shifts. Members will maintain these shifts for two years and will be replaced if other members are interested in this schedule. If no others are interested, the current incumbent will remain for another two years.


All other terms of the collective agreement apply to those members filling these shifts.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

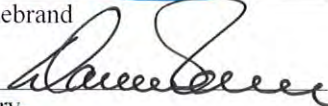
For the City of Lethbridge




P. Rocca



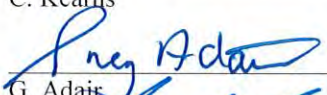
R. Hildebrand




D. Terry



C. Kearns




G. Adair




C. Lastiwka

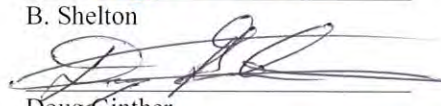
For I.A.F.F., Local 237




Drew Ginther




B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #14
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Both parties agree that hours worked in excess of regular scheduled working hours and average hours per week as per Article 11.00 of the Collective agreement shall be paid at a minimum one and one half [1.5] times regular hourly rate effective January 1, 2013.

Collective agreement reference to overtime currently paid at two times the regular hourly rate remains.

Signed this __1st__ day of __October_____, 2018 at Lethbridge, Alberta.

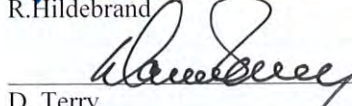
For the City of Lethbridge



P. Rocca



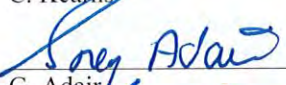
R. Hildebrand



D. Terry



C. Kearns



G. Adair



C. Lastiwka

For I.A.F.F., Local 237



Drew Ginther



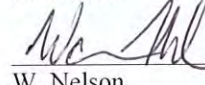
B. Shelton



Doug Ginther



R. Chollak



W. Nelson

**LETTER OF AGREEMENT #15
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

Re: **Terms and Conditions of Employment Non-Permanent Employees, PSCC**

A. Definitions

1. "Non-Permanent Employee" is an employee who has completed **2184** hours probation and maintained seniority as per paragraph B5. This definition includes: (a) an employee who has been awarded a part-time position or who has worked less than full-time hours in the previous twelve months; and (b) an employee appointed to a seasonal or relief position.
2. "Permanent Full-Time Employee" includes an employee who has completed twelve (12) months of full-time continuous service in the Public Safety Communications Centre (the "Centre"). Term relief postings and term positions of a special or project nature approved by the Union will not contribute toward permanency. Previous seniority counts toward permanency when a non-permanent employee is recalled within two months of lay-off.¹

B. Seniority

1. The Non-Permanent Employee Seniority List will be sent to the Union and posted by March 31st of each year, calculated up to the first payroll cut-off in March.
2. **The accumulation of hours for seniority will commence upon successful completion of the employees initial training period.** Seniority accumulation will be based on hours worked. When a non-permanent employee becomes a permanent employee, that employee will retain all accumulated seniority on the new list
3. The Non-Permanent Employee Seniority List will be used to determine seniority until a new list is posted. Permanent seniority takes precedence over non-permanent seniority.²
4. Where the qualifications and abilities of two non-permanent candidates for a permanent position are deemed to be equal (such that seniority will govern the selection under paragraph D1), Human Resources will calculate the seniority for those non-permanent employees up to the most recent payroll cut-off prior to the closing date of the job posting.
5. A non-permanent employee shall lose seniority in the event:
 - a. The employee is discharged for just cause and is not reinstated;
 - b. The employee notifies the Employer of their voluntary resignation;
 - c. The employee fails to return to work within five (5) working days following a recall, and after receiving notice from Human Resources by registered mail at the last known address. An exception will be made only for extenuating circumstances where the employee is unable to respond in the required time.

C. Scheduling

1. Non-permanent employees may relieve in a position for annual vacation, sickness, parental leave or temporary work requirements.
2. Non-permanent employees will be scheduled in accordance with seniority as well as the operational requirement to maintain the skill set of all non-permanent employees of the Centre.

D. Appointment to a Term or Permanent Position

1. When a vacancy occurs, the vacancy shall be posted. Selections shall be made from the staff of the bargaining unit, provided that the applicants have the necessary qualifications and ability. Where qualifications and ability are equal, seniority shall govern.

E. Statutory Holiday Pay

1. Pay for statutory holidays will be calculated on the basis of all time worked at regular rates, statutory holiday time worked and any paid leave taken during the pay period in which the holiday occurs. Maximum hours will not exceed 84 hours bi-weekly. Total hours worked will be divided by 10 days minus the number of statutory holidays in the pay period.
2. If a non-permanent employee works on the statutory holiday, the employee will be paid two (2) times the regular rate of pay in addition to the payment provided for in paragraph E1.

¹ Letter of Understanding dated December 4, 2002 provides that for the period December 4, 2002 to December 31, 2005, the time worked by non-permanent employees will not be counted toward permanency.

² This is not applicable with respect to non-permanent employees appointed to job share positions after March 31, 2004.

F. Annual Vacation Pay

1. Non-permanent employees hired on or after September 21, 1998 will receive vacation pay according to the provisions of the *Employment Standards Code*. Non-permanent employees hired before September 21, 1998 shall receive vacation pay based on their service in hours according to the following schedule:
 - a. 4% vacation pay up to 3119 hours
 - b. 6% vacation pay 3120 to 8319 hours
 - c. 8% vacation pay 8320 to 18719 hours
 - d. 10% vacation pay 18720 to 27039 hours
 - e. 12% vacation pay 27040 and over.
2. Non-permanent employees will be paid vacation pay on a bi-weekly basis on their regular pay cheque.
3. If a non-permanent employee has met the eligibility criteria of 4160 hours, they may at the point of eligibility or subsequently at the commencement of the calendar year elect to:
 - a. Bank vacation pay for use as vacation time during the current calendar year and/or,
 - b. Bank vacation pay for use as vacation time during the following calendar year or,
 - c. Bank vacation pay and be paid out at the end of the current calendar year, or at the end of the following calendar year.
4. Non-permanent employees who are given notice of lay off may elect to be paid out all or part of banked vacation pay at the time of lay-off. Vacation time may not be used to reduce or extend a period of lay-off.
5. Banked vacation pay may be paid out upon request during the current and/or the following calendar year provided the employee has not been laid off. Vacation pay remaining in the bank at the end of the following calendar year must be paid out. Seniority shall continue to accrue during approved vacation time but not for any period that is paid out.
6. Non-permanent employees whose status changes to permanent shall receive vacation pay up to and including the day before the effective date of such a change in status. If the employee has a vacation pay bank, the balance of that bank will be paid out in full prior to the status change to permanent. Those non-permanent employees shall not receive vacation with pay as provided for permanent employees during that calendar year. The employee's paid vacation entitlement for the next calendar year will be calculated from an employee's permanency date and will be pro-rated as for newly hired permanent employees. If such employee's paid vacation in the calendar year after the employee attains permanent status is less than ten (10) days, then such an employee shall be allowed time off without pay so that the total vacation period (paid and unpaid) is ten (10) days.

G. Benefits

1. All eligible employees may be covered under the Alberta Health Care Insurance Plan, Extended Health Care Plan and Dental Plan in accordance with the terms of the contract. The Employer shall contribute 100% of the total premium cost for employees so enrolled.
2. Eligibility for the benefits in paragraph G1 shall be determined based on length of service in hours, as follows:
 - a. Alberta Health at 4160 hours
 - b. Extended Health Care at 4160 hours
 - c. Dental Care at 8320 hours
3. Non-permanent employees are eligible for Extended Disability Benefits after achieving 2600 hours of service.
4. Non-permanent employees are eligible for Pension coverage under the Local Authorities Pension Plan, after achieving 5200 hours of service.
5. Once the qualifying hours set out in paragraphs G2, G3 and G4 are achieved, benefits become mandatory unless the employee is currently covered under a spousal plan.
6. A non-permanent employee who is absent from work because of illness or disability shall continue to enjoy Alberta Health Care, Extended Health and Dental benefits (if eligible) without cost until the employee has been absent for a period of twelve (12) months or until the employee's normal lay-off date, whichever occurs first.

H. Overtime

1. Non permanent members will be paid overtime rates after working more than 12 consecutive hours and for all hours over 84 hours in a pay period.

I. Service Pay

Service pay shall be paid bi-weekly to all Non-Permanent members covered by this Agreement as follows: (2184 hours is the equivalent of 1 year of service)

- After 17,472 cumulative service hours (excluding any premium pay hours) an extra 1% of the bi-weekly wage.
- After 28,392 cumulative service hours (excluding any premium pay hours) an extra 1.5% of the bi-weekly wage.
- After 39,312 cumulative service hours (excluding any premium pay hours) an extra 2% of the bi-weekly wage.
- After 50,232 cumulative service hours (excluding any premium pay hours) an extra 2.5% of the bi-weekly wage.
- After 61,152 cumulative service hours (excluding any premium pay hours) an extra 3.0% of the bi-weekly wage.

For employees moving between permanent and non-permanent status, a combination of the time served as a Permanent (based on service dates – one (1) year equals 2184 hours) and casual cumulative hours will be calculated to determine eligibility.

Example:

Employee with 5 Years 6 Months of Permanent Service moves to a Casual position and works an additional 3 years:

Calculation:

Permanent Years	5 Years at 2184 hours = 10,920 Hours
	6 Months (2184 X 6/12) = 1,092 Hours
Total Permanent Service Hours	10,920 + 1,092 = 12,012 Hours

Casual Service: Service Hours worked from the date of appointment to the Casual position until the date of calculation.

(i.e. Yr 1 – 1850 Hrs, YR2 1950 Hrs, YR3 1750 Hrs = 5,550 Hrs)

Permanent Services Hours	12,012
Casual Service Hours	<u>5,550</u>
Total	17,562

Employee is eligible for 1% Service Pay.

Signed this ___1st___ day of ___October___, 2018 at Lethbridge, Alberta.

For the City of Lethbridge

For I.A.F.F., Local 237

P. Rocca

Drew Ginther

R. Hildebrand

B. Shelton

D. Terry

Doug Ginther

C. Kearns

R. Chollak

G. Adair

W. Nelson

C. Lastiwka



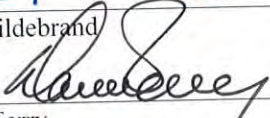

**LETTER OF AGREEMENT #16
BETWEEN
THE CITY OF LETHBRIDGE
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 237**

RE: TRAINING THAT IS MORE THAN 2 WEEKS IN DURATION

- When a member is assigned to a training course two weeks or greater in duration, they shall temporarily assume the days of work and the days off associated with the training program. While the member is enrolled in the course they shall receive their regular bi-weekly salary and benefits as if they were working their regular shift
- Members attending courses for two or more consecutive weeks will be given the two days off immediately preceding the course (ie. If the course starts on Monday the member would receive the Saturday day/nightshift as well as the Sunday day/nightshift off)
- The member will be given two days off immediately following the last day of the course.
- This will only apply to the Officer Academy Training program unless mutually agreed otherwise during the term of the agreement.
- The LOU will expire at the end of the Collective Agreement term.

Signed this __1st__ day of __October____, 2018 at Lethbridge, Alberta.

For the City of Lethbridge


P. Rocca

R. Hildebrand

D. Terry

C. Kearns


G. Adair

C. Lastiwka

For I.A.F.F., Local 237


Drew Ginther

B. Shelton

Doug Ginther

R. Chollak

W. Nelson

