

COLLECTIVE AGREEMENT
BETWEEN
TOWN OF COCHRANE
and
COCHRANE FIRE FIGHTERS' ASSOCIATION, LOCAL 4819
OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

January 1, 2018 to December 31, 2021



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DEFINITIONS

Call In: The summoning of a member to the place of work during off-duty hours.

Casual Fire Fighter: A non-full time employee who provides fire services when required by the Employer but does not work a pre-determined shift schedule.

Full-Time Fire Fighter: An employee who has successfully met the criteria of the probationary period and who is scheduled to work hours outlined in Article 17.02 a) or 17.03.

Documented Verbal Reprimand: Where a written record of a verbal reprimand is provided and placed in the employee's personnel file, it shall be considered a documented verbal reprimand.

ARTICLE 1 - TERM

1.01 This agreement shall be effective for the period from and including January 1, 2018 to and including December 31, 2021 and from year to year thereafter. Either party to the Agreement may, not more than 150 days or less than 60 days immediately preceding the date of expiry of the Agreement, by written notice, require the other party to the Agreement to commence collective bargaining. Should either party give written notice this agreement shall continue in full force and effect.

ARTICLE 2 – UNION RECOGNITION

2.01 The Employer recognizes the Association as the certified Bargaining Agent for all fire fighters of the Town of Cochrane employed in the Fire Services section under Certificate No. 213-2010, issued by the Alberta Labour Relations Board.

ARTICLE 3 – NO DISCRIMINATION, HARRASMENT OR BULLYING

3.01 The Employer and the Association agree that the workplace shall remain free from all prohibited grounds of discrimination recognized by the Alberta Human Rights Act and the Labour Relations Code or based on the membership or activities associated with participation with the Association.

3.02 The Employer and the Association agree that the workplace shall remain free from harassment and bullying.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Association recognizes and agrees that it is the exclusive right of the Employer to exercise all of the customary rights of management. The Employer reserves all

rights not specifically restricted or limited by the provisions of the Collective Agreement, including the right to manage its business, direct the work force, make rules and regulations, hire, and layoff. The Employer also reserves the right to suspend, discharge, demote, and discipline any employee(s) for cause.

- 4.02 The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 5 – UNION SECURITY

- 5.01 Employees are required to maintain membership in the Association as a condition of employment. All employees covered by this Agreement shall pay a monthly fee to the Association equal to the Association's monthly dues/assessments as set by the Association from time to time. Payment will be made by payroll deduction and remitted to the Association by the 15th day of the following month. The Association will advise the Employer, in writing, of any change in the amount of dues/assessments to be deducted through this Agreement at least thirty (30) calendar days prior to the effective date of the change and amended deductions will occur on the next pay period
- 5.02 The Association indemnifies and holds harmless the Employer from liability related to the deduction and remittance of dues/assessments.
- 5.03 In the event the Association is intending to suspend an employee for non-maintenance of membership, the Association will give written notice to the Employer of at least seven (7) calendar days.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 A grievance is any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether or not the difference is arbitrable, and shall be settled without stoppage of work or refusal to perform work in accordance with the procedures set out in this Article. The Employer shall have the right to the grievance procedure to resolve matters of concern to the Employer.
- 6.02 Employees have the right to Association Representation throughout the Grievance Procedure, including at the informal step.
- 6.03 The following time limits in the grievance procedure may be extended by mutual agreement, in writing, between the Employer and the Association. For the purposes of this Article, working days shall mean consecutive days, exclusive of Saturday, Sunday and Statutory Holidays. At each step in the Grievance Procedure, the Employer will deem the grievance to be abandoned if the Association fails to respond within the time limits. The Association in turn may advance the grievance to the next step if the Employer fails to respond within the time limits.

6.04 a) **Informal Disputes**

An employee may first seek to settle the dispute with the Fire Chief on an informal basis within ten (10) working days following the date of being aware of the incident, or the date on which the employee ought to have been aware of the incident giving rise to the dispute. The Fire Chief shall have ten (10) working days in which to respond to the grievance. The Fire Chief will advise the employee of his/her conclusion and confirm his/her decision in an email to the employee.

b) **Individual Grievances**

Step 1:

The Association may advance a grievance within ten (10) working days following the date of being aware of the incident, or the date on which the Association ought to have been aware of the incident, giving rise to the dispute or failing satisfactory settlement within ten (10) working days of receiving the Fire Chief's email response following informal discussions. All individual grievances should specify in writing the details of the grievance, including the nature of the grievance and the remedy requested.

The Fire Chief shall meet with the Association within ten (10) working days of receipt of the grievance, in an attempt to resolve the grievance and shall provide the Association with a written decision on the matter within ten (10) working days of the date of meeting.

Step 2:

If the decision of the Fire Chief does not settle the grievance, the Association may, within ten (10) working days from the date that the decision was received by the Association, forward the grievance in writing to the Senior Manager specifying the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

Step 3: Mediation

Non-binding mediation may be an alternative to arbitration and upon agreement by both parties; grievances may be referred to a mediator, chosen by mutual agreement. The parties shall share equally the costs of the mediator. If mediation is not successful, either party may refer the grievance to arbitration as below.

Step 4: Arbitration

- i) Either party wishing to submit a matter to arbitration shall, within ten (10) working days of receipt of the decision at Step 2 of the Grievance Procedure, or the date on which mediation is unsuccessful, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to mutually consider the appointment of a single arbitrator.
- ii) Within ten (10) working days of receipt of notification provided for as above, the party receiving such notice shall:

- a. Inform the other party of the name of its appointee to the Arbitration Board; or
 - b. Arrange to meet with the other party in an effort to select a single arbitrator
 - iii) Where agreement cannot be reached on the principal, and/or selection of a single arbitrator, an Arbitration Board shall be established.
 - iv) Where appointees to the Board have been named by the parties, they shall within ten (10) working days endeavor to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an arbitrator pursuant to the provisions of the Labour Relations Code.
 - v) The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the parties and upon the employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority the decision of the Chairperson shall be the decision of the Board.
 - vi) The arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
 - vii) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.
- c) **Policy Grievances**
If a dispute involving a question of general application or interpretation of policy or this Collective Agreement occurs it shall be submitted at Step 2 of this Article.
- d) **Suspension and Termination**
If a dispute involving the suspension or dismissal of an employee occurs, it shall be submitted at Step 2 of this Article within ten (10) working days of the date of the employee received written notice of such suspension or dismissal.

ARTICLE 7 – VACATION AND GENERAL HOLIDAYS

7.01 Annual Vacation

Paid annual vacation for all employees covered by this Agreement shall be as follows:

- a) Full-time employees in the Operations Branch will be entitled to:

Completed Years of Service	Annual Vacation Entitlement	Accrual Per Pay Period
0-1	96 hours	4 hours
2-7	144 hours	6 hours
8-14	192 hours	8 hours
15-23	240 hours	10 hours
24 & each year after	288 hours	12 hours

- b) Full-time employees in the Fire Prevention Branch will be entitled to:

Completed Years of Service	Annual Vacation Entitlement	Accrual Per Pay Period
0-1	80 hours	3.3333 hours
2-7	120 hours	5 hours
8-14	160 hours	6.6666 hours
15-23	200 hours	8.3333 hours
24 & each year after	240 hours	10 hours

- c) Employees shall receive their annual vacation, as outlined in 7.01 a) or b), in a bank known as 'accrual bank'. At the end of the vacation year, which is based on the individual employee's date of hire, any unused vacation from the 'accrual bank' will be placed in a bank known as 'vacation bank'. Provided that they have already taken their minimum vacation requirement, as outlined in the Alberta Employment Standards Code and with prior approval from the Employer; Fulltime employees may request to carry over up to 50% of their 'vacation bank' for up to one year. Any carried over hours in the 'vacation bank' must be used within the carry over year or will be scheduled by the Employer with consultation from the employee.
- d) Employees requesting time off are required to use time off in the following order: lieu bank, vacation bank, and accrual bank.
- e) Upon completion of their probationary period, employees may request vacation time off, as it is accrued.
- f) Vacation time will not be taken in blocks of less than a twelve (12) hour shift for Operations Branch or one (1) work day for Fire Prevention Branch.
- g) Casual employees will be entitled to vacation pay in accordance with the Alberta Employment Standards Code and will be paid out each pay period.
- h) Vacation will not continue to accrue for unpaid leave of absence or when on Long Term Disability.

7.02 **General Holidays**

All employees covered by this Agreement shall be entitled to the following General Holidays:

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

Six (6) hours shall be provided for Christmas Eve as a special holiday.

- a) Employees who commence work on the general holiday will receive one and one-half (1 1/2x's) pay for the entire shift. Where full-time employees are required to work on the designated holiday this will be in addition to their regular base pay for that day. These hours will be paid in the pay period earned.
- b) Employees absent from work on either their last scheduled day preceding or the first work day following the holiday shall not be entitled to general holiday pay for that day unless the absence received prior permission or is supported by proof of illness.
- c) Full-time Operations employees whose shift does not commence on a General Holiday shall be paid twelve (12) hours for all holidays indicated above except for the one-half shift of Christmas Eve which will produce six (6) paid hours. These hours in lieu may be banked and taken as time off or paid out. For this specific provision, lieu hours will not be reduced by call-in requirements.
- d) Full-time Prevention employees whose shift does not commence on a General Holiday shall be paid eight (8) hours for all holidays indicated above except for the one-half shift of Christmas Eve which produces (4) paid hours. These hours in lieu may be banked and taken as time off or paid out. For this specific provision, lieu hours will not be reduced by call-in requirements.

7.03 **Vacation Scheduling**

- a) Vacation requests will be submitted via the electronic scheduling system.
- b) Vacation requests for summer peak period (June 15 to September 15) will be submitted by April 15. Requests for Christmas peak period (December 15 to January 15) shall be submitted by October 15. If peak time requests are received

in advance of the above dates they will be held and approved or denied in accordance with 7.03 c) using the dates of April 15 and October 15 respectively.

- c) Upon receipt of the vacation request the Employer will reply, approving or denying the request, within 14 days, if no response is received the time off will be deemed to have been approved.
- d) During peak periods, if two or more employees on the same platoon request the same time off and operational requirements cannot be met, the most junior employee may have their request denied. For peak periods the most senior employee will have their vacation approved first, in a block not exceeding two tours. The next most senior person will then have their pick of two peak tours if coverage does not allow all requests to be approved. This process will continue with the intent to allow all employees access to some vacation during peak periods. If there is no conflict, employees will not be restricted to two tours in peak periods. Employees are encouraged to coordinate vacation requests to reduce potential conflicting requests.
- e) Vacation requests for non-peak periods and peak periods after the submission deadline will be filled on a first come first served basis.
- f) Vacation requests should be submitted thirty (30) days prior to proposed commencement of such vacation. Vacation requests will not be unreasonably denied, and last minute requests will be accommodated assuming operational requirements are maintained.
- g) The Fire Prevention Branch will follow 7.03 a) through f) to ensure the operational requirements are met.

ARTICLE 8 – LEAVES OF ABSENCE

8.01 Applications for a leave of absence for any reason, either with or without pay, shall be submitted to the Fire Chief or designate. Leaves outlined in a), b) and c) below will be done using the time off request submitted through the Employee Self Service. Requests for extended leaves must be submitted in writing one month prior to requested start date. Each application will be assessed on its individual circumstances and merits. The decision of the Fire Chief shall be final.

- a) **Bereavement Leave**
Full-time employees, upon successful completion of the probationary period, are entitled to up to six (6) consecutive calendar days, without loss of pay, for bereavement leave in the event of the death of an employee's relative. Bereavement leave is to be taken within seven (7) calendar days of the death or service and applies for the following relatives:

- Adult interdependent partner
- Children
- Grand-children
- Grand-parents/In-law
- Legal dependents or wards
- Parents/In-law
- Siblings/In-law
- Spouse

Eligible employees, upon approval of the Employer, may be provided up to one (1) calendar day without loss of pay to attend funerals as a pall bearer or mourner.

b) **Family Leaves**

Full-time employees, upon successful completion of the probationary period may request family leaves as follows:

- i) Family Emergency - up to three (3) consecutive calendar days, without loss of pay, to support immediate family members in unplanned emergency medical situations. Scheduled days will be deducted from the employee's sick bank.
- ii) Family Medical - a maximum of five (5) 12-hour shifts for an annual maximum of sixty (60) hours per year, without loss of pay, in the event of a health-related condition, within the employee's immediate family.

For the purpose of Article 8, b) i) and 8, b) ii), immediate family shall include:

- Spouse
- Adult interdependent partner
- Children
- Legal dependents or wards
- Parents

The Employer may require an employee to produce a medical certificate from a physician, for an illness that causes an employee to be absent from duty. The cost of the certificate will be paid by the Employer.

c) **Court Leave**

Full-time employees, upon successful completion of the probationary period, are entitled to leave without loss of pay when subpoenaed as a witness or to serve as a juror under the Jury Act, less any fees paid for attendance at Court. Expense allowances, paid by the Court, will not be considered part of such fees. All requests for Court Leave must be pre-approved. An employee will be required to perform their regular work duties between Court duties if available and allowed by the Court. An employee who is required to attend court in excess of their scheduled hours of work and on behalf of the Employer shall receive compensation in accordance with Article 21.02 Overtime. If an eligible employee is required to appear in court in any capacity other than a subpoenaed witness, or a juror under the Jury Act, the employee may be granted leave without pay.

d) **Association Business**

Each leave of absence is at the discretion of the Fire Chief and subject to operational requirements; however, approval shall not be unreasonably withheld.

- i) The Employer agrees to allow on duty members of the Association leave of absence without loss of pay and/or benefits, when required to attend meetings with the Employer for the purpose of settling a grievance or attending Labour/Management meetings, or bargaining. It is agreed that the granting of leave under this section will not obligate the Employer to backfill for the employee. The Employer agrees to pay acting time, when necessary, due to elevations required for such absences.
- ii) The employee will continue to accrue seniority during the leave of absence.
- iii) Officials of IAFF Local 4819 shall be permitted to provide substitutes, as approved by the Fire Chief, or designate, in order to provide Local 4819 officers or appointed representatives leave, without loss of pay or benefits, for the purpose of attending to the business of the Association Local. Such leave shall incur no cost to the Employer.
- iv) No more than three (3) employees will be permitted to be off work for Association business at any one time, except for collective bargaining negotiations where a maximum of four (4) employees will be permitted.

ARTICLE 9 – LINE OF DUTY DEATH

- 9.01 In the event of an employee's Line of Duty Death, and in keeping with the wishes of the deceased's family, the Employer will contribute up to five thousand dollars (\$5,000) towards the costs incurred to provide a full honours service for any full-time employee covered by this Agreement, whose death has been attributed to the work they perform and ruled by WCB as compensable.
- 9.02 If at any time the equivalent benefit that currently exists for casual fire fighters is reduced or eliminated, they will be eligible to receive the same benefit as full-time employees, up to the same value, as outlined in Article 9.01.
- 9.03 Services will be in keeping with the accepted IAFF and CAFC protocols. The service, ceremony and other events associated with the ceremony shall be coordinated and collaborated on together, with a committee consisting of a family representative, the Association designate and the Fire Chief or designate.

ARTICLE 10 – EMPLOYEE BENEFITS

10.01 Sick Leave

- a) All full-time employees are eligible for sick leave with pay, upon successful completion of the probationary period. Full-time employees accrue sick leave from their first day of employment at a rate of nine (9) hours per pay period to a maximum accrual of seven hundred and fifty-six (756) hours.
- b) Sick leave benefits will not continue to accrue while an employee is off on Short Term Disability, Long Term Disability, or unpaid leave. Unused sick leave time will not be paid out.
- c) While on sick leave, an employee cannot be in receipt of remuneration for any employment or other work or service, without written authorization from Human Resources.
- d) It is the responsibility of the employee to notify the Fire Chief or designate immediately if they will not be coming to work because of an illness. Upon return to work, the employee will record all time absent as sick by submitting a time off request through the Employee Self Service.
- e) In the event of an injury or illness that causes an employee to be absent from duty for forty-eight (48) hours or more, or where the Employer has reason to doubt the justification of the absence, the Employer may request a medical certificate that explains the nature, extent and duration of the absence. The cost of the documentation will be paid by the Employer.
- f) Employees on sick leave for more than forty-eight (48) consecutive regular working hours may be required to apply for Short Term Disability. While an employee is on short term disability their wage will be topped up to their normal rate of pay using available sick time.

10.02 Group Insurance and Extended Health and Dental Plans

- a) All full-time employees, upon successful completion of the probationary period, shall be entitled to the group benefits program in effect at the date of certification. This program includes:
 - Group life insurance
 - Dependent life insurance
 - Short-term disability
 - Long-term disability
 - Extended health care
 - Dental
 - Accidental death & dismemberment
 - Critical illness
 - Health care spending account
 - Employee assistance program

- b) Casual employees will only be entitled to participate in the Group Accident Insurance Plan in effect at the date of certification. This program includes:
 - Accidental death, dismemberment and specific loss indemnity, accident reimbursement benefit, dental expense benefit and weekly accident indemnity.
- c) Current copies of the relevant Group Benefits booklet or Group Accident Insurance Plan summary will be made available to employees and updated copies will be provided whenever benefit details change.
- d) The Association will be advised in advance of any changes to group benefits, the group accident insurance plan or benefit carriers. Coverage provided for in the plans will not be reduced except by mutual agreement.

10.03 **WCB Top Up**

- a) Employees in receipt of WCB compensation will have their wage topped up to their normal rate of pay using available sick time.
- b) During such absences seniority will continue to accrue; statutory holiday entitlements, sick time and vacation time will continue to accrue for absences up to thirty (30) calendar days.

10.04 **Local Authorities Pension Plan**

All full-time employees covered by this Agreement shall participate in the Local Authorities Pension Plan and shall conform to all changes and amendments to the plan as provided by LAPP.

ARTICLE 11 – MATERNITY, PARENTAL OR ADOPTION LEAVE

11.01 An employee must have at least fifty-two (52) weeks of continuous employment with the Employer to be eligible for maternity, adoption or parental leave.

11.02 Maternity, adoption and parental leave will be administered in accordance with the Alberta Employment Standards Code.

11.03 **Special Leaves**

- a) Upon request, a father will be granted up to five (5) consecutive calendar days leave without loss of pay for attending the delivery and providing postnatal care of their child.
- b) Upon request, an employee will be granted up to five (5) consecutive calendar days leave without loss of pay for the legal adoption of their child.
- c) Upon request, an employee will be granted up to two (2) consecutive calendar days leave without loss of pay for the birth or adoption of their grandchild.

11.04

Notice Requirements and Commencement of Leave

- a) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- b) An employee shall provide written notice, at least six (6) weeks in advance, of the intended commencement date of the maternity and/or parental or adoption leave.
- c) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- d) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- e) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

11.05

Benefits and Pension

- a) During the health-related portion of maternity leave, employees eligible for Short Term Disability benefits will, upon application and approval, be paid according to the policy provisions and will continue on the Employer's subsidized group benefit at the normal share of the benefit premiums; sick leave and vacation will continue to accrue.
- b) An employee on maternity leave or parental leave shall not be entitled to sick leave or vacation accruals during the period of leave excepting 11.05 a).
- c) Benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay both the employee and Employer portions of the benefit premiums for that period.
- d) Pension contributions will discontinue during this leave but the option to purchase the leave time back upon resumption of employment will be available in accordance with LAPP requirements.

ARTICLE 12 – MODIFIED DUTIES

12.01

When an employee is unable to perform the duties of their position but is medically capable of attending the workplace, reasonable efforts will be made, through a collaborative effort of the Employer, the Association and the employee to provide modified duties suitable to the employee's abilities and in keeping with any restrictions outlined by the attending physician.

12.02

Where modified duties are available and offered, in accordance with 12.01 and the employee declines, sick leave benefits may be denied.

- 12.03 The Employer may require documentation verifying the nature, duration and extent of the medical diagnosis at any time throughout the modified assignment(s).
- 12.04 Reasonable efforts will be made to provide work within the Fire Services section following the employee's normal shift pattern. However, if that is not possible, such modified duties may take place in other work areas of the Town of Cochrane.

ARTICLE 13 – TRAINING

- 13.01 The Employer shall provide internal and/or external training in subjects relating to the fire service industry. Examples may include, but are not limited to:
- the performance of an employee's job;
 - maintenance of skills and knowledge;
 - promotional examinations;
 - new technology;
 - anticipated operational changes.
- 13.02 The Employer, in consultation with the Education and Training Committee, will develop a training plan and determine the career path goals for employees, subject to the needs of the section and budget availability. The Education and Training Committee will develop, or be provided with, the details of the planned training courses.
- 13.03 Where an employee attends training sessions which are required by the Employer for the performance of their job, or as a requirement for promotion, time spent attending such training will be considered to be time worked.
- 13.04 Where work schedules need to be altered to accommodate training it shall be done in a manner agreeable to both the Employer and the employee.
- 13.05 Declining prerequisite courses may result in employees not being reclassified or promoted in the future. It is the employee's responsibility to be aware of the implications of not successfully completing a course.
- 13.06 Employees may apply for other courses or training by submitting a learning plan in advance of the annual budget process and, if approved, will be reimbursed for reasonable course costs upon successful completion of the course or training.
- 13.07 The most senior employee eligible to take a course will be given the first opportunity to take the course, unless the course is to be taken while on duty, in which case the most senior employee eligible on the platoon will be given the first opportunity.

ARTICLE 14 – FITNESS AND MEDICAL ASSESSMENT

- 14.01 Employees will attend an identified Wellness Centre once every two years to participate in and pass a wellness exam to ensure they are physically able to perform their duties.
- 14.02 Where an employee is unable to meet job demands or return to work, as identified by a physician, the Employer or the Association may require them to participate in an independent medical examination (IME). The physician or health professional performing the IME will be mutually chosen by the Employer and the Association.
- 14.03 Every effort will be made to schedule employees to attend the assessment on-duty; if this is not possible, employees will be compensated for three (3) hours (inclusive of travel time) for attending the assessment off-duty. Full-time employees will receive overtime as per Article 21.02. The cost of participation in the assessments will be borne by the Employer.

ARTICLE 15 – PROFESSIONAL MEMBERSHIP

- 15.01 Full-time employees, upon successful completion of the probationary period, can apply for professional membership support. The Employer will pay for annual dues associated with professional memberships and designations provided that, membership is required and directly related to the employee's current position and is pre-approved by the Employer. Casual employees may receive similar support on a pro-rated basis.
- 15.02 For professional registration associated with the Emergency Medical Responder level, or the equivalent dollar value for higher designations, the Employer will reimburse employees, exclusive of any late fees or other penalties, upon issuance of a receipt, according to the following:
- a) Full time employees will receive 100% reimbursement.
 - b) Casual employees, who do not have the ability to receive reimbursement from another employer, will receive 50% reimbursement provided they have worked at least five hundred (500) hours in the preceding calendar year.
 - c) The failure to provide proof of valid registration by November 12th of each year will void any obligation on the part of the Employer for reimbursement.
 - d) Reimbursements, where eligible, will be provided upon proof of registration.

ARTICLE 16 – UNIFORMS AND SUPPLIES

16.01

Issue Clothing

- a) All employees will be provided an initial uniform issue, as per below. This ensures the appropriate issue for each employee and that department be maintained to a standard acceptable to the Employer. It is each employee's responsibility to maintain a uniform kit, in good condition, with all required components for their duties.
- b) The Employer shall replace or repair damaged or contaminated items, which were damaged in the line of duty, upon return of the damaged item; damaged items shall be replaced with issue quality only. All items remain the property of the Employer and are to be returned upon separation of employment or at the request of the Employer.

Initial uniform issue shall be as follows:

Full Time	Casual
4 Shirts	2 Shirts
4 Pants	2 Pants
4 Duty T-Shirts	2 Duty T-Shirts
1 Seasonal Shell	1 Seasonal Shell
1 Toque	1 Toque
1 Belt	1 Belt
6 Pairs of Socks	2 Pairs of Socks
1 Pair of Duty Boots (Issue Quality)	1 Pair of Duty Boots (Issue Quality)
1 Ball Cap	1 Ball Cap
1 Jacket	
1 Number One Dress Uniform	1 Number One Dress Uniform

- Number One Dress Uniform will be issued after successful completion of probationary period.
- Casual employees might not be issued a new dress uniform but rather one in clean and serviceable condition.

16.02

Points System

- a) After initial uniform issue all employees will receive points for the replacement of on duty uniforms, duty linens and pre-approved firefighting accessories. Uniform items or accessories may be purchased at a ratio of 2.5 points per dollar of cost. Casual employees will accrue one point for each straight time hour worked. Full time employees will receive 91.25 points per pay period upon successful completion of the probationary period.
- b) Points may accumulate to a maximum of 4,380 banked at any time.
- c) Additional on duty uniform items may be purchased at cost.
- d) Each employee may utilize their points for dry cleaning and tailoring of uniforms at the rate of 2.5 points per dollar.

- e) No points deficit may be incurred without the express written consent of the Fire Chief.
- f) At no time will cash conversion or payout of points be permitted.
- g)

Uniform Item	Costs
Belt	85
Pants	120
Tie	25
Shirts	170
Sock	12
Uniform T-Shirt	35
Toque	25
Seasonal Shell	250
Ball Cap	50
Jacket	690
Duty Boots (Issue Quality)	500 (up to \$200.00)

Dress Uniform Item	Cost
Forge Cap	90
Badge	50
Epaulettes	28
Dress Shirt	75
Tie	25
Belt	37
Dress Pants	170
Dress Tunic	667
Collar Dogs	25
Dress Shoes	303

- h) Non-uniform items or accessories may be made available at the discretion of the Fire Chief. Such items will be reimbursed at a ratio of 2.5 points per dollar of cost and will not be replaced if damaged or lost.

16.03

Protective Clothing

- a) The Employer shall provide every employee covered by this Agreement with required protective clothing.

- b) Items will be personally issued in clean and serviceable condition, and sized appropriately to each employee upon hire, and replaced on a regular schedule or as required by the Employer.

Items to be included:

- 1 pair of coveralls
- 1 pair of structural fire fighting boots
- 1 helmet with face shield
- 1 bunker coat and pants with suspenders
- 2 balaclavas
- 1 pair of fire fighting gloves
- 1 pair of work gloves
- 1 breathing apparatus mask (Fit tested annually)
- 1 pair of safety glasses or goggles

Full-time Fire Prevention Branch employees shall be issued the following items in addition to the above list:

- 1 pair of coveralls
- 1 pair of rubber structural fire fighting boots

- c) All protective clothing and equipment shall be returned to the Employer when the employee ceases to perform duties that would necessitate the use of such protective clothing. The employee will be responsible for maintaining their protective equipment in a service ready condition.

ARTICLE 17 – HOURS OF WORK AND AVAILABILITY

17.01 The regular hours of work for all employees covered under this agreement shall average not more than forty-two (42) hours per week.

17.02 Operations Branch

- a) Full-time employees shall average forty-two (42) hours per week. The regular work schedule shall be a continuous cycle of twenty-four (24) hours on-duty, followed by forty-eight (48) hours off-duty, followed by twenty-four (24) hours on-duty, followed by ninety-six (96) hours off-duty, repeating.
- b) Casual employees, where scheduled, shall be permitted to work either a twelve (12) hour day shift or a twelve (12) hour night shift or a combination or a portion thereof, not to exceed twenty-four (24) hours in total.
- c) The change in shift shall occur at 0700h. In the case of casual employees working a night shift, the shift change shall be 1900h.
- d) Availability - Casual employees shall make themselves available for a minimum of two (2) shifts per calendar month and record this on the availability calendar and, provided they are contacted more than forty-eight (48) hours prior to the start of a shift requiring replacement, shall commit to working the shift.

- 17.03 **Fire Prevention Branch**
Full-time employees shall be scheduled forty (40) hours per week. Within this schedule, normal weeks will consist of four (4) ten (10) hour days, and will not be changed without mutual agreement.
- 17.04 **Shift Exchange**
Employees may exchange scheduled shifts and/or days off with other scheduled employees with the prior written approval of the Employer, as long as such exchanges do not create any additional costs for the Employer. Such changes will be recorded on the shift schedule. Such approval will not be unreasonably denied.
- 17.05 **Sustenance**
When employees are attending an emergency incident and required to work in excess of 4 hours, and that time occurs over what would normally be considered a meal time, the Employer will make provisions for supplying sustenance to the employee to a maximum of \$10.00 in value for each employee present at the event. Payment in lieu of sustenance will not be provided.

ARTICLE 18 – PROBATIONARY PERIOD

- 18.01 New employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service. The Employer may extend the probationary period by up to an additional six (6) months providing the employee has been provided a written explanation of such prior to the expiry of the initial probationary period.
- 18.02 The Employer shall provide each employee with a written evaluation and post-probationary written examination prior to the completion of the probationary period.
- 18.03 Where a probationary employee is absent for ten (10) or more shifts during the probationary period, the probationary period shall be extended by the total number of days absent with no loss of seniority.
- 18.04 A probationary employee may be discharged at any time during their probationary period when the Employer considers it advisable to do so, subject to the grievance procedure, up to but not including arbitration.

ARTICLE 19 – SENIORITY

- 19.01 **Seniority**
a) Two seniority lists shall be maintained. The Casual Staff Seniority List shall show the names and commencement dates, of continuous casual employment with the Employer, in a fire fighter capacity. The Full-Time Staff Seniority List shall show the names and commencement dates, of continuous full-time employment with the Employer, in a fire fighter capacity. Where two (2) or more employees

commence employment within the bargaining unit on the same day, age shall be the determining factor and the older employee becomes more senior.

- b) Where a casual employee achieves full-time employment, within the bargaining unit, they will be placed at the bottom of the Full-Time Staff Seniority List. In the event that a full-time employee is reverted voluntarily, or otherwise, to casual status they will be placed according to their time spent in continuous employment, in a fire fighter capacity, with the Employer.
- c) Accrual will continue for approved leave to a maximum of twelve (12) months. In the event the period of leave exceeds twelve (12) months, seniority will not be lost, but will no longer accrue. If an employee in the bargaining unit accepts a permanent position with the Employer which is excluded from the bargaining unit, seniority will no longer accrue except in the case of temporary acting or special project roles in an exempt capacity, where accrual will continue to a maximum of twelve (12) months.
- d) Seniority shall not apply during the probationary period; once the probationary period has been completed, seniority shall be credited from the first date of employment as per above.
- e) Seniority shall be considered broken and all rights forfeited when:
 - i) the employment relationship is terminated by either the Employer or the employee;
 - ii) expiry of twelve (12) months following the date of lay-off, if during such time the employee has not been recalled to work; or
 - iii) the employee is absent from work without the Employer's consent or authorization for more than two (2) consecutive shifts.

19.02

Lay-Off and Recall

- a) Employees shall be laid off in reverse order of seniority, provided the remaining employees have the necessary knowledge, skills and abilities to perform the work required.
- b) Employees may be contacted personally or by phone to be notified of recall. In the event of a recall and where the Employer is unable to contact the employee personally, recall shall be deemed to have been carried out seven (7) working days after receipt of a double registered letter to the last known address of the employee according to the Employer's records, and if returned to the Employer, recall shall be deemed to have been carried out.
- c) An employee who does not return to work within seven (7) calendar days of being notified of recall, shall be considered as having terminated their employment with the Employer. The time period may be waived by the Employer due to unexpected or exceptional circumstances.
- d) Employees shall be recalled in the reverse order they were laid off provided they have, the necessary knowledge, skills and abilities to perform the work required.

- e) The right to recall will expire twelve (12) months from the date that lay-off notice was provided and the employment relationship shall be deemed terminated. Full-time employees on lay-off shall be permitted to work casual shifts, provided they are treated with the same consideration as other casual employees, without altering recall rights. Providing availability for casual shifts, without the ability to work the shifts, does not alter recall rights. In any event the lay-off period will not exceed twelve months.
- f) New additional casual or full-time employees shall not be hired to perform work for which employees on lay-off are qualified to perform, unless such employees refuse or are unavailable for recall.

ARTICLE 20 – JOB POSTINGS AND VACANCIES

20.01 Postings and Vacancies

- a) The parties agree there will be no unreasonable delays in the filling of vacant permanent full-time positions.
- b) Vacancies or newly created positions, within the bargaining unit, temporary or permanent, shall be posted on the internal website for fourteen (14) calendar days. All postings shall indicate the nature of work, required knowledge, skills, ability and qualifications, hours of work and rate of pay. All applications shall be made in writing to the Employer in accordance with the terms and conditions of the posted notice.
- c) Full-time vacancies in the bargaining unit shall be filled with internal candidates, where deemed qualified and suitable, as identified by the Employer, based on normal and expected duties for the available position.
- d) The Association shall be permitted to participate, in an advisory capacity, in the selection process for all new hire Fire Services bargaining unit positions, by having one representative attend at no cost to the Employer. An employee shall disqualify themselves from the selection committee where their objectivity could be compromised for any reason or where a benefit, or perceived benefit could be recognized by them.
- e) Where two or more applicants are deemed to be equal, by the Employer, at the end of the selection process, seniority shall prevail. The Employer shall advise the Association and post the names of the successful applicant(s) for the position(s).
- f) Where the position cannot be filled by a suitable internal candidate the position will be posted and filled externally.
- g) The Association shall retain the right to appeal on behalf of employees, in accordance with the grievance procedure contained in this Agreement.

h) Employees shall not be transferred to fill a vacancy or new position where the primary duties are different than the position they currently hold except by mutual agreement.

20.02

Promotions

a) Officer positions, covered by this agreement and where vacancies exist, shall be filled by the Employer using the same criteria as in Article 20.01.

b) By mutual agreement, the time frame for posting of vacancies resulting from a promotion may be amended in order to expedite the promotion process and to allow for simultaneous postings.

20.03

Reversion

Employees appointed, promoted or transferred to in scope positions, shall serve a three (3) month trial period. The Employer may extend the trial period up to an additional three (3) months by providing the employee written explanation of such prior to the expiry of the initial trial period. During this period the employee may, without loss of seniority, revert to their previous classification or be reverted, if they cannot meet the standards of the promotion as determined by the normal and expected duties of the position as defined by the Employer through a performance management process.

ARTICLE 21 – WAGES AND PREMIUMS

21.01

Individual Pay Adjustments

In the event that a misallocation of funds by the Employer, caused by purposeful or erroneous means or methods including, but not limited to, payroll errors, compensation assignments, expense reimbursements, time accruals, pension contributions or benefit premiums or program entitlements, has been made to an employee, the Employer shall have the right to make such deduction as may be necessary to correct the over payment from any wages or allowances owed to the employee. Both the employee and the Employer bear accountability to notify the other party as soon as possible after becoming aware of such errors. The schedule for such repayment shall be made known to the Association, and be reasonable so that the employee does not suffer undue hardship as a result of the deduction. The deduction shall not commence unless fourteen (14) days' notice of intent is provided to the affected employee and the Association. Regardless of the amount needing to be reclaimed, the deducted amount will not exceed 10 per cent of the employee's gross income or \$250, per pay period, whichever is less, unless an Employee requests expedited repayment terms.

21.02

Overtime

a) Employees who work overtime shall be paid one and one half (1 ½) times their basic rate of pay for all scheduled and approved overtime hours worked, rounded to the nearest one-quarter (¼) hour.

b) Unscheduled overtime, including required shift extensions, call-ins with less than 24 hours' notice will be paid at two (2) times the basic rate of pay rounded to the nearest one-quarter ($\frac{1}{4}$) hour. Call-in periods will be paid for a two-hour minimum duration.

c) Overtime hours may be banked and taken as paid time off.

21.03 **Banked Time**

Overtime and time in lieu of General Holiday hours may be banked to a maximum of forty-eight (48) at any time and banks will be fully paid out in the last pay period of the year.

21.04 **Shift Differential**

A shift differential premium of \$1.00 per hour will be paid for scheduled night shifts 1900h – 0700h. For scheduled shifts, shift differential eligibility will not be impacted by overtime eligibility.

21.05 **Acting Pay**

a) When Officer(s) are away from duty, the position will be filled by a Lieutenant or a fire officer qualified (FOQ) employee to a maximum of one rank level above the current rank held. To be eligible for acting pay, the appointment must exceed twelve (12) continuous hours. When eligible, acting pay will be the higher position's hourly rate for all hours worked, inclusive of the first twelve (12) hours. The acting rate is considered the normal base wage for the purpose of applicable overtime premiums.

b) FOQ positions, both full-time and casual, are deemed to be qualified to act as Officers through a selection process as determined by the Employer.

21.06 **Wages**

See attached Schedule A.

21.07 **No Pyramiding**

There shall be no pyramiding of premiums unless specified in an article.

ARTICLE 22 – INDEMNIFICATION

22.01 The Employer will indemnify any employee covered by this Collective Agreement and save harmless against any expenses and costs from any action(s), claim(s), cause(s) or demand(s) whatever that may be made or may arise out of the employee carrying out his or her duties as an employee for any liability, costs, charges and expenses related to a legal proceeding that an employee sustains arising from the performance of their duties with the Employer. Such indemnification will not apply if the Employer determines that the employee failed to act honestly and in good faith or where the employee acted outside the scope of their employment with the Town or where an employee fails to participate in the investigation and proceedings as reasonably required.

22.02 Participation in an investigation and/or legal proceeding will not incur additional compensation except as otherwise provided for in the Collective Agreement.

ARTICLE 23 – DISCIPLINE

23.01 There shall be a progressive discipline process which starts with a verbal reprimand. Notice shall be given to employees promptly for poor conduct or unsatisfactory performance. The employee may request and shall be granted Association representation in all stages, except verbal reprimand or in the case of incident investigation. The employee shall have twenty-four (24) hours to arrange for the timely presence of the first available Association representative.

- a) This does not prevent advancing the process, up to and including, immediate dismissal for just cause, subject to the Grievance Procedure.
- b) In case of documented verbal reprimands, related documentation will be retained in the employee's personnel file for twelve (12) months.
- c) A copy of all disciplinary letters will be sent to the Association within two (2) working days after the delivery to the employee.
- d) Where disciplinary action is grieved and the grievance is allowed, relevant documentation shall be removed from the employee's personnel file.

23.02 An employee who has been subject to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary measure was invoked, request in writing that his/her personnel file be cleared of any record of the disciplinary action.

23.03 Upon not less than two (2) working days' notice to Human Resources, the employee and Association representative, upon written authorization of the employee, shall have reasonable access to their personnel records. Records may be viewed in a designated area and may not be removed from the premises.

ARTICLE 24 – LABOUR/MANAGEMENT & HEALTH & SAFETY COMMITTEE

24.01 Such Committees shall be comprised of three (3) representatives of the Association and three (3) representatives of the Employer. Meetings shall, where possible, be convened during working hours of committee representatives, if operational requirements permit. Association Committee representatives will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings.

24.02 The Committees shall meet at least once every two months or more frequently if required by either party at a mutually acceptable hour and date.

- 24.03 The Chair will solicit agenda items to incorporate into an agenda which will be provided to all members of the Committee at least two (2) days in advance of the meeting.
- 24.04 The Committees may make written recommendations to the Employer regarding labour relations or health and safety. The Employer shall reply in writing to the Committee within thirty (30) calendar days of receipt of the recommendations.

SCHEDULE A

Advancement up to and including Senior First Class Fire Fighter is based on length of service assuming minimum qualifications have been met. For Casual employees, length of service requires both calendar time and completing the equivalent of full time hours for each service increment.

Effective January 1, 2018			
	% of 1st Class	Hourly *	Annual
Operations Branch			
Captain	122%	\$56.51	\$123,752.97
Lieutenant	112%	\$51.88	\$113,609.28
Sr. Firefighter (After 8 years at 1st Class)	103%	\$47.71	\$104,479.96
1st Class Firefighter (Permanent Placement)	100%	\$46.32	\$101,436.86
2nd Class Firefighter (1 Year in position)	90%	\$41.69	\$91,293.17
3rd Class Firefighter (1 Year in position)	85%	\$39.37	\$86,221.33
4th Class Firefighter (6 months in position)	80%	\$37.05	\$81,149.49
Probationary Firefighter (6 months in position)	75%	\$34.74	\$76,077.64
Fire Prevention Branch			
Fire Prevention Officer II	112%	\$51.88	\$107,902.88

Effective January 1, 2019			
	% of 1st Class	Hourly *	Annual
Operations Branch			
Captain	122%	\$57.64	\$126,228.03
Lieutenant	112%	\$52.91	\$115,881.47
Sr. Firefighter (After 8 years at 1st Class)	103%	\$48.66	\$106,569.56
1st Class Firefighter (Permanent Placement)	100%	\$47.24	\$103,465.60
2nd Class Firefighter (1 Year in position)	90%	\$42.52	\$93,119.04
3rd Class Firefighter (1 Year in position)	85%	\$40.16	\$87,945.76
4th Class Firefighter (6 months in position)	80%	\$37.80	\$82,772.48
Probationary Firefighter (6 months in position)	75%	\$35.43	\$77,599.20
Fire Prevention Branch			
Fire Prevention Officer II	112%	\$52.91	\$110,060.94

Effective January 1, 2020			
	% of 1st Class	Hourly *	Annual
Operations Branch			
Captain	122%	\$58.79	\$128,752.59
Lieutenant	112%	\$53.97	\$118,199.10
Sr. Firefighter (After 8 years at 1st Class)	103%	\$49.64	\$108,700.95
1st Class Firefighter (Permanent Placement)	100%	\$48.19	\$105,534.91
2nd Class Firefighter (1 Year in position)	90%	\$43.37	\$94,981.42
3rd Class Firefighter (1 Year in position)	85%	\$40.96	\$89,704.67
4th Class Firefighter (6 months in position)	80%	\$38.55	\$84,427.93
Probationary Firefighter (6 months in position)	75%	\$36.14	\$79,151.18
Fire Prevention Branch			
Fire Prevention Officer II	112%	\$53.97	\$112,262.16

Effective January 1, 2021			
	% of 1st Class	Hourly *	Annual
Operations Branch			
Captain	122%	\$59.97	\$131,327.64
Lieutenant	112%	\$55.05	\$120,563.08
Sr. Firefighter (After 8 years at 1st Class)	103%	\$50.63	\$110,874.97
1st Class Firefighter (Permanent Placement)	100%	\$49.15	\$107,645.61
2nd Class Firefighter (1 Year in position)	90%	\$44.24	\$96,881.04
3rd Class Firefighter (1 Year in position)	85%	\$41.78	\$91,498.76
4th Class Firefighter (6 months in position)	80%	\$39.32	\$86,116.48
Probationary Firefighter (6 months in position)	75%	\$36.86	\$80,734.20
Fire Prevention Branch			
Fire Prevention Officer II	112%	\$55.05	\$114,507.40

* Hourly rates rounded to the nearest two decimal places

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

Town of Cochrane

Town of Cochrane

Cochrane Fire Fighters' Association,
Local 4819 of the International
Association of Fire Fighters

LETTER OF UNDERSTANDING #1

HEALTH & SAFETY COMMITTEE

The Committee will be chaired on a rotating basis by an Employer representative for one (1) year followed by an Association representative for one (1) year.

Terms of Reference

1. The committee acts as an advisory body that will identify, review and make recommendations on occupational health and safety matters that arise in Fire Services.
2. The Employer, the employees and the Association will cooperate to the fullest extent in the matter of occupational health and safety as mandated in the Alberta Occupational Health & Safety Act, Regulations and Code and the Alberta Occupational Health & Safety Code of Practice for Fire Fighters.
3. The Employer shall ensure the committee has information regarding health & safety, work environment issues and relevant Town policies and procedures. The Alberta Occupational Health & Safety Act, Regulations and Code and the Alberta Occupational Health & Safety Code of Practice for Fire Fighters and Town policies and procedures shall be used to develop future workplace policies and procedures. The committee shall also consider NFPA 1500 and other industry accepted standards as reference materials.
4. The Employer will co-operate with the Committee by providing:
 - a) Materials and equipment necessary to carry out its functions in accordance with its terms of reference.
 - b) Data pertaining to workplace health and safety conditions.