

Collective Agreement

Between

**The Public Service Alliance of Canada
UCTE Local 30302**



and

**Pro-Tec Fire Services of Canada, ULC.
Operating at the Calgary International Airport**



PSAC/UCTE Local 30302
Pro-Tec Fire Services of Canada, ULC.
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ARTICLE 1
PREAMBLE

Purpose Of Agreement

- 1.01 The purpose of this Agreement is to set forth terms and conditions of employment relating to rates of pay, hours of work and other working conditions affecting Employees, and to provide for a means of settling disputes and grievances. The purpose of this Agreement is also to promote, maintain, and honour a harmonious relationship between the Employer, the Union, and Employees.

The Union and Employer acknowledge the primary focus of work under this Agreement is to provide a safe, effective, and reliable Fire Service to the Calgary International Airport.

1.02 Plural, Singular, Feminine or Masculine Terms May Apply

Whenever the singular, plural, masculine or feminine is used in this agreement, it shall be considered as if the plural, singular, masculine or feminine has been used where the context of the party or parties hereto so require.

Definitions

- 1.03 The following definitions apply to this Agreement:
- a. 'Employees' mean firefighters and captains of the Employer represented by the Union.
 - b. 'Employer' means Pro-Tec Fire Services of Canada, ULC
 - c. 'Fire Service' means the fire prevention, fire protection, and emergency response services provided to the public at the Calgary International Airport.
 - d. 'Management' means the Fire Chief and Deputy Fire Chiefs.
 - e. 'Parties means' the Union and the Employer, and Party means either of them.
 - f. 'Union' means the Public Service Alliance of Canada.
 - g. 'Union Representative' means an employee of the Union, or a Shop Steward appointed by the Union.

ARTICLE 2
SCOPE AND RECOGNITION

- 2.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all employees of Pro-Tec Fire Services of Canada ULC employed at the Calgary Airport Authority *as described in the Order 11561-U dated December 3rd, 2020.*

ARTICLE 3
MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force except as specifically limited by the terms of this Agreement. The Employer therefore retains all management rights not otherwise expressly abridged by a specific provision of this Agreement. Without limiting or restricting the foregoing, the Employer has the right to make and amend rules of conduct, policy and procedure for employees.
- 3.02 The management rights set forth in this Agreement and those otherwise retained by the Employer shall be exercised in good faith and without discrimination.

ARTICLE 4
UNION SECURITY

- 4.01 a) Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- b) The Employer agrees to make deductions for Union dues, and additional Union assessments on the production of appropriate documentation by the Union within 30 days of contract signing.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the Union by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the Union, shall be permitted to have membership dues and, or other monies deducted by the Employer from the pay of employees who perform bargaining unit work in the bargaining unit unless the Canada Industrial Relations Board orders otherwise.

- 4.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim, demand or liability arising out of an error committed by the Employer limited to the amount involved in the error.
- 4.07 The union shall provide the employer with a list of officers and stewards within 10 days of ratification, election, or when changes occur.

ARTICLE 5 **WORK IN THE BARGAINING UNIT**

5.01 Work of the Bargaining Unit

Bargaining unit work will be performed by employees covered by this Agreement except that the Fire Chief or Deputy Fire Chief may perform bargaining unit work for the purposes of training, demonstration, emergency, on any shift when the required minimum number of CARS certified bargaining unit employees are not available for any reason after the Employer has attempted to offer the shift to all such employees, or where otherwise mutually agreed.

ARTICLE 6 **STRIKES AND LOCKOUTS**

6.01 No Strike - No Lockout

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this collective agreement or the Union nor shall there be any form of lockout on the part of the Employer. Any employee who participates in any illegal strike activity, illegal picketing or slowdown, will be subject to discipline up to and including dismissal.

6.02 Picket Line Safety

No employee may refuse to cross a picket line established by another bargaining unit, including another PSAC bargaining unit. Where an employee expresses concern for his safety in attempting to cross a picket line on the Employer's premises, the Employer will provide the employee with safe access to the workplace.

6.03 Work of Other Bargaining Units

The Employer shall not assign work to any employee which is normally done by a member of another bargaining unit which is lawfully on strike or lockout.

ARTICLE 7
JOINT UNION MANAGEMENT MEETINGS

- 7.01 The parties agree to hold joint union-management communication meetings upon the request of either party to discuss topics of mutual interest.
- 7.02 The meetings shall be held at mutually agreed upon times and shall not interfere with the performance of regular duties.
- 7.03 Where a meeting is held on a day which is not a regularly scheduled workday for the designated union representative, he shall be paid at his normal rate of pay for all time spent attending the meeting. Any other employee who is on a scheduled day of rest may attend the meeting, but such attendance shall be without pay.
- 7.04 The joint union management communication meetings shall not deal with grievances and shall have no authority to alter or amend the collective agreement.

ARTICLE 8
INFORMATION

8.01 Copy of Agreement

The Union agrees to supply each employee with a copy of this Agreement.

8.02 Copy of Policies

The Employer will provide to the Union shop steward with an electronic copy of the employee policy manual, standard operating guidelines, health and safety policies and any amendments thereto.

ARTICLE 9
USE OF EMPLOYER FACILITIES

9.01 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed in a location accessible to all employees and upon which the Union shall have the right to post official Union notices only. Posting of any other notices or materials shall require the prior approval of the Employer.

9.02 Meeting Space

Where practical, the Employer will provide the Union with a meeting space on its premises for the purpose of carrying out Union business, provided that the Union shall seek prior approval from the Employer before scheduling or holding such a meeting and such meetings shall not exceed two (2) hours in duration. Any employees scheduled to work during the meeting shall perform all required duties during any such meetings. Employees who are not scheduled to work during such meetings are not entitled to any pay from the Employer for attending such meetings.

9.03 Management will not interfere or attend any union meetings and it is understood that any space provided at YYC station 1 to conduct these meetings does not come with any guarantee of privacy.

ARTICLE 10
EMPLOYEE REPRESENTATIVES

10.01 Employee Representatives

The Employer acknowledges the right of the employees to appoint or otherwise select other employees covered by this Agreement as their union shop steward or their occupational health and safety representative. The union shall provide the Employer with an up-to-date list of shop stewards and the health and safety representative. Changes shall be communicated to the Employer as soon as possible.

10.02 Access

A duly accredited representative of the union shall be permitted access to the Employer's premises to attend grievance meetings or other meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer in advance, once granted by the Airport Authority.

ARTICLE 11
GRIEVANCE AND ARBITRATION

11.01 Definition

A grievance shall be defined as any difference or dispute between the Employer, Union and employee or group of employees pertaining to a matter arising out of or involving the interpretation, application, administration or alleged violation of any provision(s) of this Agreement. A step of this process may be waived, by mutual consent, if the person hearing the grievance is the subject of the complaint.

11.02 Grievance Procedure

Complaint Stage

An employee who may have a complaint or grievance shall first seek settlement through informal discussion with the appropriate Deputy Fire Chief.

Step 1

If the grievance is not satisfactorily resolved, an employee with a grievance shall submit the grievance, in writing, to the Fire Chief within fourteen (14) calendar days of the occurrence, or at the conclusion of the complaint stage where applicable. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated, and what proposed resolution is requested. The Fire Chief or designate shall discuss the grievance with the employee and the Local shop steward within ten (10) calendar days of the receipt of the grievance and shall reply in writing within ten (10) calendar days thereafter.

Step 2

If the grievance is not satisfactorily resolved, the Union may refer the grievance to the Human Resources Director - Corporate Office or designate in writing within ten (10) calendar days of the Fire Chief's response. The Human Resources Director - Corporate Office or designate shall discuss the grievance with the employee and the union representative within ten (10) calendar days of the receipt of the grievance and shall reply in writing within ten (10) calendar days thereafter.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within ten (10) calendar days of the response of the Human Resources Director - Corporate Office or designate.

11.03 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing of both parties.

11.04 Time Limits to Present Grievance

No grievance shall be considered which is not presented in writing within twenty-five (25) calendar days after the event or circumstances giving rise to the grievance occurred.

11.05 Grievances Involving Dismissal

For grievances involving the dismissal of an employee, the parties agree to bypass the Complaint Stage and Step 1 of the grievance procedure and proceed directly to Step 2.

11.06 Single Arbitrator

a) Where a grievance has been referred to arbitration in accordance with Article 11.02, the parties shall make every effort to agree on the selection of a single arbitrator within sixty (60) calendar days of the referral.

b) Where the parties have not agreed upon a single arbitrator within sixty (60) calendar days, either party shall have the right to request the federal Minister of Labour to appoint a single arbitrator.

11.07 Decision of the Arbitrator

a) The decision of the Arbitrator shall be made within sixty (60) days from the final date of the arbitration hearing and shall be final, binding and enforceable on all parties.

b) The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.08 Expenses of the Arbitrator

Each party shall pay one-half (½) the fees and expenses of the Arbitrator.

11.09 Amending of Time Limits

The time limits in the arbitration procedure may only be extended by mutual consent of the parties in writing.

11.10 Initiation of Special Meetings

Nothing shall preclude the two (2) parties to this Agreement from meeting at any stage of the grievance or arbitration procedures, in an attempt to resolve the dispute(s).

ARTICLE 12

DISCIPLINE AND DISCHARGE

12.01 Discipline and Discharge

Employees who have completed their probationary periods shall be disciplined or discharged only for just cause. Any discipline, when imposed, shall be imposed in a timely manner.

12.02 Progressive Discipline

The Employer will follow the principles of progressive discipline. The types of disciplinary action include verbal warning (documented), written warning, suspension without pay, demotion and dismissal, provided however that the disciplinary action will vary depending on the severity of the misconduct and the employee's discipline record.

12.03 Union Representation

The Employer shall notify the employee in advance of a disciplinary meeting and the employee shall have the right to have a Union steward present. The employee may waive the right to have a Union steward present. Where union representation is not available or the employee elects not to have a union representative present, the absence of a union representative does not affect the employers right to impose discipline or discharge.

12.04 Personnel File

Upon written request, an employee may have access to his personnel file in the presence of the Calgary Fire Chief at a time mutually agreed between the employee and the Calgary Fire Chief. Any document or written statement of a disciplinary nature which may have been placed on the employee's personnel file shall be destroyed after twelve (12) months provided that no further related disciplinary action has been taken during this period.

1. Discipline may include warnings, suspensions, demotions, termination, or other consequences reasonably determined by the Employer. Nothing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal for a first instance of misconduct with just cause, without notice or pay in lieu of notice.
2. An Employee will be deemed to have voluntarily resigned if the Employee fails to contact the Employer and does not show up for work without the approval of the Employer for three (3) consecutive shifts without a valid reason.
3. Both the Employer and PSAC understand that upon request of the Calgary Airport Authority, the Employer must replace any worker who the Airport Authority deems to be unsuitable with a worker capable of performing the applicable Work. The Employer will promptly remove any person from the Fire Station when notified that the Airport Authority determines such Person is a threat to health, safety, or security of the Airport or any Person on the Airport.

ARTICLE 13
NO DISCRIMINATION

13.01 There shall be no discrimination nor harassment by the Employer, the Union or any employee with respect to the Employer, the Union or an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, marital status, mental or physical disability, conviction for which a pardon has been granted, or membership or activity in the Union.

ARTICLE 14
VACANCIES AND NEW POSITIONS

14.01 Job Posting and Promotions

- a) All promotions and new positions within the bargaining unit shall first be offered to existing members of the bargaining unit and shall be posted for at least ten (10) calendar days. Applications must be made in writing to the Calgary Fire Chief by the specified closing date.
- b) Promotions within the bargaining unit, including movement from Firefighter to Fire Captain, shall be awarded based on skills, qualifications, abilities and experience. Where the skills, qualifications, abilities and experience of the candidates are relatively equal, the candidate with the greatest length of continuous service with the Employer shall be offered the position.

14.02 Probationary Period

- a) Newly hired employees shall be on probation for twelve (12) months from their first day of work. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except that an employee on probation may be discharged without just cause. The employer may extend the probationary period by up to another six (6) months when an employee's performance is not satisfactory to the employer, providing the employee has been advised of such prior to the expiry of the probationary period. After completion of the probationary period, seniority shall be effective from the date they commence continuous employment.
- b) During the probation period, an employee shall have their performance reviewed and discussed with their immediate supervisor on a monthly basis.

14.03 Trial Period

Where appointment is made from an applicant who is already employed by the Employer, the successful applicant shall be allowed a trial period of six (6) months. During the trial period, an employee shall have their performance reviewed and discussed with their immediate supervisor on a monthly basis. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position and former wage or salary rate without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority, with the exception that the most junior employee may be laid off as a result.

14.04 Temporary Employees

- a) Temporary employees may only be hired by the Employer to replace a full-time employee who is on an approved period of leave with or without pay for a minimum of sixty (60) days.
- b) The total length of the temporary employee's period of employment shall not extend beyond twelve (12) months without the express consent of the union. Such consent shall not be unreasonably withheld.
- c) A temporary employee shall be subject to all of the terms and conditions of this agreement, save and except for the following:
 - i) a temporary employee may only enroll in the employee benefit program after completing six (6) months of continuous employment; and
 - ii) a temporary employee shall be paid out for accrued vacation leave at the end of their fixed term of temporary employment, or, where the temporary employee has completed twelve (12) months of continuous service, the temporary employee may apply for vacation leave;
 - iii) A temporary employee is not entitled to any form of notice, pay in lieu of notice, or severance payment and is exempt from the lay-off and recall provisions of this Agreement.
- d) Where a temporary employee is subsequently hired to a permanent position in the bargaining unit without a break in service, their seniority shall be effective from the first date they commenced continuous employment.

ARTICLE 15 **HOURS OF WORK**

15.01 No Maximum or Minimum

This Article shall not be construed as a guarantee of any specified number of hours of work per day or per week, nor as a restriction on the Employer's right to operate or schedule its operations.

15.02 Hours of Work

- a) Subject to operational requirements, when hours of work are scheduled for employees, they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of the schedule. The parties agree that the normal hours of work shall not exceed forty-eight (48) hours per week when averaged, as scheduled by the Employer.
- b) The Employer will operate the Fire Hall on a four (4) platoon system. The shift schedule will include ten (10) and fourteen (14) hour shifts and will not be changed unless the Published Operating Hours of the Airport or the category of the Airport changes and the level of service required at the Calgary International Airport is less than eighteen (18) hour coverage. If a shift schedule change is required, the Employer agrees that there will be meaningful consultation with the Union and the employees before any schedule of work is changed by the Employer. However, the Employer retains the right to change the work schedule except as modified by the Letter of Understanding "Twenty-four" (24) hour trial schedule. This clause does not apply to circumstances where the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work. Only under extreme circumstances shall an employee work more than 48 hours consecutively.
- c) An electronic shift schedule shall be made available in the Fire Hall at the beginning of each calendar year. No shift schedule shall provide for split shifts. The average of forty-two (42) hours per week is achieved over a sixteen (16) week rotation. An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- d) Where the Employer requires an employee to transfer to another platoon, the Employer shall seek volunteers for the transfer. If there is no suitable volunteer, then the Employer shall appoint the transfer based on operational needs.
- e) By mutual agreement, employees may be temporarily removed off their assigned shift schedule and work twelve (12) hours or less for training and/or special projects. Start times for training and/or special projects will be determined as per operational requirements. When employees are working outside of the normal shift rotation, the employee will not be paid less than 40 hours per week.

15.03 Shift Trade

Provided sufficient advance notice is given and subject to the approval of the Employer, employees in the same classification may trade shifts if there is no increase in cost to the Employer. Each shift trade shall be completed within 90 days. Such requests shall not be unreasonably denied. The employee approved in writing to work the shift trade will be considered absent if they do not report to work.

15.04 Meals limited to one hour per meal, including prep time. In cases where meal break is interrupted due to emergency response, employee will be able to resume meal break when returning from an emergency call while on shift.

ARTICLE 16 **OVERTIME**

16.01 Allocation of overtime

The employer shall make every reasonable effort to allocate overtime on an equitable basis within their classification. Overtime assignments shall be offered to employees who normally do the work and who are readily available. All overtime must be authorized by the Employer in advance. Wherever practicable, all overtime hours will be offered to the Employee with the least accumulated overtime hours.

16.02 Compensation for Overtime

Employees shall receive overtime pay at a rate of one and one-half (1.5) times their straight time regular rate of pay for all hours worked in excess of the employee's regular scheduled hours of work either immediately preceding or subsequent to their regular shift.

ARTICLE 17 **PAY ADMINISTRATION**

17.01 Wage Scales

The wage scale applicable to all employees shall be set out hereinafter in Appendix "A" of this Agreement.

17.02 Payment of Wages

Employees shall be paid earnings on a bi-weekly basis. Employees who are actively at work will be paid earnings on an averaged basis at a sum equivalent to the employee having worked eighty (80) hours at their straight rate and four hours at the applicable

overtime rate in the two (2) week period. Employees who are not actively at work or not on approved vacation or not on approved leave of absence with pay will receive wages based on the actual hours worked during that pay period.

17.03 Pay for Higher Classification

Where an employee is required to perform the duties of a Captain on an acting basis, they shall receive the Captain rate of pay at the lowest increment for every completed half-shift or more in which they were performing those duties.

ARTICLE 18
LEAVE GENERAL

18.01 Credit Balance

An employee is entitled to be informed upon request of the balance of their vacation and sick leave credits.

18.02 Earned Credits

The amount of leave with pay earned but unused credited to an employee at the time when this Collective Agreement is signed by all parties shall be retained by the employee.

ARTICLE 19
DESIGNATED PUBLIC HOLIDAYS

19.01 Public Holidays

Designated public holidays are:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

19.02 Compensation for Designated Public Holidays

- a) Employees are entitled to receive holiday pay immediately upon commencement of employment. Holiday pay will be paid for all hours worked that fall between the hours of midnight and 23:59 hours on the days recognized as public holidays under this agreement.
- b) Employees who are not scheduled to work and do not work on a public holiday will receive, in addition to their two (2) weeks' pay for that pay period, eight (8) hours of pay at their regular rate for the public holiday.
- c) Employees who work on Public Holidays will be compensated for all hours worked that fall within the Holiday as per example below.
 - i. Example – Holiday falls on January 01 during the 24-hour trial period:
 - A. Crew working on December 31 will receive their normal pay plus seven hours at a rate of 1.5 for hours worked between midnight and 0700 on January 1st.
 - B. Crew starting work at 0700 on the 1st of January, will receive their normal pay for that day plus they will receive 17 hours at a rate of 1.5 for having worked the holiday between 0700 and midnight.
 - C. In the event the schedule reverts back to a 10/14:
 - 1. The day shift will receive their normal pay for that day plus they will receive 10 hours at a rate of 1.5 for having worked the holiday between 0730 and 1730.
 - 2. The night crew starting work on December 31 will receive their normal pay for that evening plus they will receive 7.5 hours at a rate of 1.5 for having worked the holiday between midnight and 0730.
 - 3. The night crew starting work on 1st January will receive their normal pay for that evening plus they will receive 6.5 hours at a rate of 1.5 for having worked the holiday between 1730 and midnight.
- d) During the 24-hour shift trial period:
When an employee works overtime on a Public Holiday, the employee will receive compensation as indicated in 19.02(c) (i) (A to B) and will receive overtime pay for all overtime hours worked during their overtime shift.
- e) In the event the schedule reverts back to a 10/14:
When an employee works overtime on a Public Holiday, the employee will receive compensation as indicated in 19.02(c)(i)(C)(1 to 3) and will receive overtime pay for all overtime hours worked during their overtime shift.
- f) An employee is not entitled to holiday pay if:
 - i. Does not work on a holiday (defined above) when scheduled to do so, or

- ii. Is absent from employment, without consent of the Employer, for all or part of their last shift preceding or their first shift following the public holiday or is on an unpaid leave of absence, or long-term disability, when the public holiday occurred.

ARTICLE 20 **VACATION LEAVE**

20.01 Vacation Year and Entitlement

The vacation year shall be from January 1 to December 31. The employee's date of hire shall be used for the purpose of establishing vacation entitlement.

20.02 Vacation credits

An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months service may receive an advance of credits equivalent to forty-eight (48) hours.

In the event of layoff or termination of employment for any reason, the Employer shall recover from any monies it owes to the employee an amount equivalent to unearned vacation leave taken by the employee, calculated based on the employee's rate of pay at the time of the layoff or termination of the employee's employment.

20.03 Annual Vacation

- a) During the employee's first five (5) years of service, employees shall be entitled to ninety-six (96) hours annual vacation.
- b) After the completion of five (5) years of service, employees shall be entitled to one hundred twenty (120) hours annual vacation.
- c) After the completion of ten (10) years of service, employees shall be entitled to one hundred and forty-four (144) hours annual vacation.
- d) Vacation must be taken in increments of one (1) full shift. All shifts taken as vacation leave shall be paid as twenty-four (24) hours worked, regardless of the actual number of hours in the shift. (The parties agree that this provision will be renegotiated by the parties, at the Employer's request, in the event that the Calgary Airport Authority decreases the hours of operation of the Calgary Airport.)

- e) For the purposes of calculating vacation entitlement only, an employee's length of service shall include their years of service with Pro-Tec Fire Services of Canada ULC.

20.04 Vacation Requests

Vacation requests for the year must be submitted in writing to the crew Deputy Fire Chief by March 31st of each year. Vacation leave may only be taken at a time approved by the crew Deputy Fire Chief. Where two or more employees on the same platoon request vacation leave for the same or an overlapping period of time, the employee with the most seniority shall be granted vacation leave, subject to approval by the crew Deputy Fire Chief. The Employer may, in its sole discretion, grant vacation leave requests received after February 1st, and such leave shall be granted on a first received, first granted basis. No more than two (2) employees may be granted vacation leave at any one time.

If the vacation request has already been approved and over-time assigned, the employee may not cancel the vacation request within two weeks of the requested time off.

20.05 Carry Forward of Vacation

Notwithstanding Article 20.02, where an employee does not request vacation leave or where an employee's request is not approved, the employee's vacation may be carried over to the following vacation year to a maximum of forty-eight (48) hours or may be taken in cash at the employee's request.

20.06 Recall from Vacation or Cancellation by the Employer

- a) Subject to operational requirements, the Employer will make every effort:
 - i) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
 - ii) not to cancel a period of vacation leave which has been previously approved in writing.
- b) When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:
 - i) in returning to Calgary from their vacation destination, and
 - ii) returning to their vacation destination following recall if the employee immediately resumes vacation at that destination upon completing the assignment for which he was recalled subject to submitting such receipts as required by the Employer.
- c) When the Employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made and confirmed by the

employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer prior to claiming such reimbursement.

20.07 Vacation pay upon termination of Employment

Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of such vacation.

20.08 Other leave while on Vacation Leave

Where, in respect of any period of vacation leave with pay, an employee is granted bereavement leave or sick leave, the period of vacation leave with pay shall either be added to the vacation period if requested by the employee or reinstated for use at a later date.

ARTICLE 21
OTHER LEAVE WITH OR WITHOUT PAY

21.01 Bereavement Leave

Bereavement leave with pay of up to three (3) scheduled shifts shall be granted to employees upon the death of their immediate family member, which includes their spouse (including common-law partner residing with the employee), fiancé, parent, child, stepchild or ward of the employee, sister, brother, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or some other relative/person with whom the employee has experienced a very close relationship ordinarily ascribed to that of an immediate family member.

As per the Canada Labour Code, the employee shall be entitled to a total of 10 days of combined paid and unpaid leave. Upon request, the Employer may grant additional unpaid bereavement leave.

21.02 Pallbearer's Leave

An employee may be granted up to one (1) scheduled shift off without pay to attend a funeral as a pallbearer where the deceased is not a member of the employee's immediate family.

21.03 Leave of Absence for Court Duty

An employee who is party to an arbitration or subpoenaed as a witness in a court proceeding shall be granted an unpaid leave of absence. An employee who is summoned to serve as a juror shall be granted a leave of absence that is unpaid.

21.04 Leave for Union Business

- a) Subject to operational requirements, two (2) employees at a time may be granted leave without pay to attend conferences, conventions, seminars or other meetings directly pertaining to Union business provided that the employee must give the Employer at least two (2) weeks' notice of the request for leave. Such request shall not be unreasonably denied.
- b) A reasonable amount of leave without pay shall be granted to two (2) employees representing the Union at contract negotiations.
- c) An employee who has been elected or appointed to a full-time office of the Union shall be entitled to leave without pay for the period during which the employee is elected or appointed to hold office. Subject to the terms of the plans, the employee will continue to contribute to and accrue benefits as though he was at work and will also cover the Employer's normal contribution to these benefit plans during this period of leave. An employee who returns to work with the Employer after such a period of leave without pay shall have the time spent on leave credited for the purposes of seniority. Such an employee has a right to return to his former position provided that he must provide one (1) month's notice of his intention to return.

21.05 Maternity and Parental Leave

Maternity leave and Parental leave shall be as provided for in the *Canada Labour Code*.

21.06 Compassionate Care Leave

Compassionate care leave shall be as provided for in the *Canada Labour Code*.

21.07 Personal Leave

As per the Canada Labour Code, employees shall be entitled to three (3) personal leave shifts with pay and two unpaid shifts per calendar year with the paid days being used first. Unused personal shifts may not be carried forward and are not paid out upon termination of employment for any reason.

21.08 Domestic Violence Leave

For the purposes of this article, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a) The parties recognize that employees may be subject to domestic violence in their personal life that could have a significant impact on their work life.
- b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. To seek medical attention for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. To obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. To obtain psychological or other professional counselling;
 - iv. To relocate temporarily or permanently; or
 - v. To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c) The total domestic violence leave with pay which may be granted under this article shall not exceed forty-eight (48) hours and unpaid forty-eight (48) hours in a fiscal year.
- d) The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave.
- e) Notwithstanding clauses 21.03 (b) and (c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

21.10 Other Leaves of Absence

Employees are entitled to leaves of absence in accordance with Employer policy and the Canada Labour Code. Leave of absence requests must be made in writing to the Fire Chief or designate at least one (1) month prior to the start date of the requested leave. In a case of an emergency, requests would be made in writing to the Fire Chief and would not be unreasonably withheld.

Approval for an unpaid leave of absence will be reviewed on a case-by-case basis. Approval is based on applicable legislation that may apply. Where there is no applicable legislation, approval of a request for an unpaid personal leave is at the sole discretion of the Employer. Employees on a leave of absence for more than thirty (30) calendar days, may retain their group benefits by paying the full cost of the premiums, to include the Employer and the employee portions.

21.11 Pandemic Leave

In the event of a pandemic the Employer and the Union shall meet to discuss and come to a resolution on how mandatory absence from work dictated by the government will affect operations. The Employer and the Union will discuss leave provisions and options and the Employer will avail themselves of all government funding for which they qualify, and shall follow applicable federal, CLC, or provincial guidelines.

ARTICLE 22 **SICK LEAVE**

22.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which the employee is unable to work by virtue of being sick or temporarily disabled. It may be used for any non-work related mental or physical illness or injury preventing an Employee from working their scheduled shift. It may also be used where in the opinion of the Employer, the employee's presence at work constitutes a health or safety hazard for others, and the Employer has instructed the employee to leave the workplace.

22.02 Accumulation of Sick Leave

Upon completing thirty (30) days of employment with the Employer, employees will earn forty-two (42) hours of medical leave of absence with pay and after sixty (60) days of continuous employment with employer, at the beginning of the month, will accrue fourteen (14) hours of medical leave of absence with pay, up to a maximum of one hundred and ninety-two (192) hours.

Each day of medical leave of absence with pay that an employee does not take in a calendar year is to be carried forward to January 1st of the following calendar year and the maximum number of days that can be earned in that calendar year will not exceed one hundred and ninety-two (192) hours.

22.03 Deduction from Sick Leave

For each day of approved sick leave, a deduction shall be made from the employee's sick leave credits on an hour per hour basis, based on the number of hours an employee was unable to report to work for a scheduled shift due to illness (mental or physical) or injury. Employees shall be entitled to draw on sick leave credits only to the extent earned.

22.04 Reimbursement of Sick Leave Pay

In the event that an employee qualifies for and receives workers' compensation or other government disability benefits covering the same period of time for which the employee has received sick leave pay from the Employer, the employee shall repay to the Employer

all such sick leave pay received by the employee from the Employer for the same period. The employee's sick leave credits will be recredited to the extent that sick leave pay has been received by the Employer.

22.05 Proof of Illness

A medical certificate may be required for any period of sick leave exceeding three (3) consecutive scheduled shifts or where a pattern of sick leave develops, or prior to an employee's return to work following a sick leave absence of thirty (30) days. The cost of any medical certificate required by the Employer under this provision shall be reimbursed up to one hundred \$100 to the employee upon submission of a receipt.

22.06 Notification

An employee must notify the Senior Officer on duty, not less than two (2) hours before their scheduled shift of their intent to use sick leave. Each period of leave will not be less than one (1) shift in duration unless the employee becomes sick while on duty and then it is understood they will take the rest of the shift in sick leave.

22.07 Unused Sick Leave

Unused sick leave hours will not be paid out upon termination or resignation.

22.08 Long Term Medical Related Leave

Where an employee has been continuously off work due to accident, illness or injury for a period of twenty-four (24) months, the Employer may request that the employee provide additional medical information for the purpose of determining an anticipated return to work date and any accommodation measures which may be required. A copy of such request shall be provided to the union.

ARTICLE 23 **TECHNOLOGICAL CHANGE**

23.01 Definition

The parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.

23.02 Training

The Employer agrees to provide training at a mutually agreed upon time at the Employer's expense in the use of new equipment or material.

ARTICLE 24
LAY-OFFS AND RECALLS

- 24.01 A layoff shall be defined as a reduction in the workforce whereby the Employer reduces the total number of employees covered by this Agreement.
- 24.02 Notice of layoff of employee(s) and severance shall be provided in accordance with the Canada Labour Code.
- 24.03 All layoffs shall be made in reverse order of seniority. No new employee(s) shall be hired until all laid off employees have been given the opportunity to return to work.
- 24.04 Employees laid off in accordance with Article 24.01 shall be returned to work in reverse order of lay-off. Employees shall be subject to recall for a period of twenty-four (24) months following the notice of lay-off.
- 24.05 In the event of recall of an employee for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer by registered letter within ten (10) days of the receipt of such letter, stating his acceptance or refusal of the employment offered and his intention to report for work within reasonable time limits specified by the employer. In the event that the Employer does not receive such registered letter from the employee within the stated ten (10) day period accepting employment, or the employee fails to report within the required time limits, the employee shall be deemed to be terminated.
- 24.06 Employees shall provide the Employer with two (2) weeks' written notice of resignation. The Employer may waive all or part of this notice.

ARTICLE 25
SENIORITY

- 25.01 Unless specifically adjusted under another provision of the collective agreement, seniority shall be calculated from the first day upon which the employee began continuous employment for the Employer. The current seniority list will be maintained. Where more than one (1) employee has the same start date, the following criteria will be used to determine seniority of the employees within their designation.

The process below will be followed in order:

1. Job Title

- a) Your current rank/title within the organization
- b) Each rank has their own seniority list

2. Date of hire or promotion

- a) The first day you start getting paid by the employer
- b) The day you sign your offer letter for promotion

3. Preferred Job Qualifications

- a) Any courses that are covered within the Job Description for the specific rank that are listed as preferred qualifications.
- b) Once the seniority is set with a specific member, that member cannot move up the seniority list by simply acquiring more qualifications later.

4. Years of Service Within the Fire Industry

- a) Based on the number of years employees have been working within a full time and/ or paid on call structural fire service organization, to include ARFF, structural, industrial, wild land, and shipboard whether civilian and/or military.
- b) If a member works full-time and paid on-call simultaneously, years are calculated on concurrent actual full years of service, not consecutive.
- c) *Example 1: June 2006 to November 2019, the member will be credited 13 years of service not 13.4 years.
- d) *Example 2: Member has been a full-time employee with Agency A for 5 years and simultaneously a paid on-call employee with Agency B for 3years, total actual full years of service is 5 years.

5. Additional Qualifications (Only for any ties among personnel)

- a) Any courses over and above preferred qualifications specific to firefighting qualifications.

25.02 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for a period not to exceed ninety (90) days and shall retain that seniority for the period of the temporary assignment.

ARTICLE 26
HEALTH AND SAFETY

26.01 The parties agree that the Employer, the Union and every employee have a duty and responsibility to ensure that the workplace is safe and healthy for employees, and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

26.02 The Employer and the Union agree to establish and recognize a health and safety representative in accordance with the *Canada Labour Code*.

26.04 Health and safety issues may be discussed by the Employer and the health and safety representative at joint union-management communication meetings.

ARTICLE 27 **PARKING**

27.01 The Employer agrees to provide parking with electrical plug-ins at no cost to employees provided that the Employer receives same from the Calgary Airport Authority.

ARTICLE 28 **UNIFORMS**

28.01 Each new employee shall receive new uniforms upon commencement of employment. The parties agree that new employees are not entitled to receive new turn out gear. The Employer shall replace uniform items which are worn out through normal wear and tear or damaged in the line of duty. Employees are not permitted to wear their uniforms except when on active duty. The Joint Union-Management Communication Committee will review the uniforms that are currently issued to all employees and will make recommendations for initial clothing and replacement issue, subject to final approval by the Employer. The new employee will be entitled to the following uniform items:

- a. 2X Cargo Pants
- b. 1X Long Sleeve Shirts
- c. 1X Short Sleeve Shirts
- d. 2X Sets of shoulder epaulets with appropriate rank.
- e. 3X T-Shirts
- f. 1X Job Shirt
- g. 1X Winter Jacket
- h. 1X Toque
- i. 1X Winter Gloves
- j. 1X Belt
- k. 1X Ball Cap

Annual uniform entitlement for employees after one (1) full year of service will be based on a monetary entitlement of three hundred and fifty dollars \$350 per calendar year from the approved ordering list provided by the Employer.

28.02 The Employer shall reimburse a maximum of two hundred dollars (\$200) every year or four hundred dollars (\$400) every two years to Employees who are required to wear safety footwear. All safety boots shall be CSA approved. The employer shall reimburse the cost of safety footwear should the footwear become damaged prior to the regular replacement.

28.03 The Employer agrees to provide 5:11 uniforms, or equivalent. The Employer agrees to consult the union through the Joint Union Management Committee; however, the Employer retains the right on the final decision on make and manufacturer.

ARTICLE 29
BENEFITS AND ALLOWANCES

The Employer shall provide the benefits as per the OTJBP booklet dated July 19, 2022 as specified for costing.

Life, AD&D - Employer pays 100%
Medical - Employer pays 60%, Employee pays 40%
Dental - Employer pays 50%, Employee 50%
LTD (\$4000 LTD) - Employee 50% Employer 50%

ARTICLE 30
PENSION

Upon ratification of this Agreement or issuance of an arbitral award, the Employer shall provide a pension plan to employees. Subject to the terms of the plan, the Employer will match an employee's contribution of three and one half (3.5) percent of the employee's wages.

ARTICLE 31
FIREFIGHTER PHYSICAL FITNESS

31.01 Pre-Employment Fitness Testing and Medical Examination

Any offers of employment extended by the Employer to potential new hires shall be conditional upon the applicant passing a physical fitness test and a medical examination conducted by an occupational service provider and physician of the Employer's choice at the Employer's expense. The Union agrees that no applicant becomes an employee covered by this Agreement unless the results of their physical fitness test and medical examination are satisfactory to the Employer.

31.02 Medical Examinations

Where there are reasonable grounds to believe that an Employee is mentally or physically unable to properly perform the duties of a Firefighter while on duty or participating in off-site training exercises, the Employer has the right to request the Employee be evaluated by the Employer's Occupational Physician for a medical assessment. The Employer's Occupational Physician shall complete a medical certificate, which shall certify whether or not the employee is medically able to perform

the physical and mental requirements and duties of the position and provide it to the Employer. In the event that an employee is deemed to have deficiencies, a meeting will be called with the employee, the union representative and the Fire Chief or designate. This meeting process will be non-punitive with a view to assess and implement a plan for success in the position by all parties and will follow the duty to accommodate process (union, employer and employee).

31.03 Firefighter Physical Fitness

Each employee will be allotted at least one (1) hour per shift to engage in physical fitness using the physical fitness equipment provided by the employer on the employer's premises. Physical fitness work outs shall be completed after operational activity and/or requirements have been completed.

31.04 Unsatisfactory Certificate

In the event that an employee's medical certificate indicates that the employee is unable to perform some or all of the duties of their position, the Employer and the employee will discuss whether the employee may continue to perform his duties and the employee will provide ongoing medical information to the Employer upon the Employer's request. The employee shall make every reasonable effort to address the medical issues or concerns identified in the medical certificate with their own physician and shall attend for a second medical examination within three (3) months of the unsatisfactory certificate, at which time the physician shall complete the medical certificate and provide it to the Employer. If that medical certificate is also unsatisfactory to the Employer, the employee will have a further six (6) months to make every reasonable effort to improve their health, after which time the employee shall attend for a third medical examination. If the third medical certificate indicates that the employee is unable to perform some or all of the duties of their position, and no accommodation to the point of undue hardship may be made within the workplace, then the employee shall be terminated and shall lose all seniority.

ARTICLE 32 **TRAINING AND EDUCATION**

32.01 Employees may apply for on-going training for the purpose of up-grading or maintaining their skills and qualifications. The employee must demonstrate, in their application, that the proposed training is directly related to their existing or future duties and responsibilities. Where approved, registration costs shall be paid by the Employer. Applications for training will not be unreasonably denied.

32.02 Where an employee is required to travel in order to attend training, meal and incidental expenses shall be paid at the rates established by the Treasury Board of Canada. Upon request, an employee shall receive an advance payment, for known expenses, fifteen days prior to departure. When attending Live Fire Training, employees will be entitled to

pay at the overtime rate only while taking part in the actual training. Travel time will be paid at straight time. During the days live fire training is scheduled, including travel, there shall be no shift trades or vacation approved. Live fire training days must be scheduled by March 15th of each year.

- 32.03 The Employer agrees to provide online Officer training to interested Employees at no cost to the Employee. The interested Employee shall obtain the approval of the Employer prior to commencing such training. Such approval shall not be unreasonably withheld.

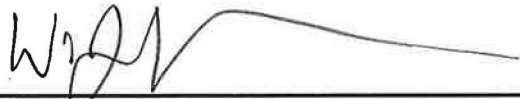
ARTICLE 33 **AGREEMENT RE-OPENER**

This agreement may be amended by mutual consent and all amendments will be done in writing.

ARTICLE 34 **DURATION**

This Agreement will be effect from ratification, through to an including December 31, 2025, and from year to year thereafter, but either party may, not more than 120 calendar days before the expiry date, give notice in writing to the other party of a desire to terminate this Agreement and negotiate revisions to the Agreement. Should either party give written notice this Agreement will continue in full force and effect until the Union's bargaining rights are terminated, or a new collective agreement is concluded.

Signed this 25 day of ²⁰April, 2023 ^{May}, at Calgary, AB.



Bill, Herselman, President



Marianne Hladun, PSAC REVP Prairies



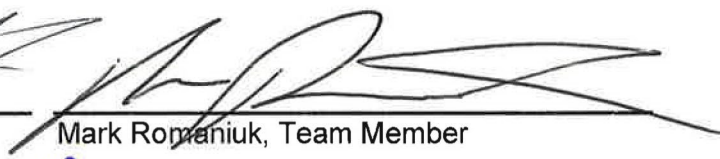
Kate DeSmidt, Director of Human Resources



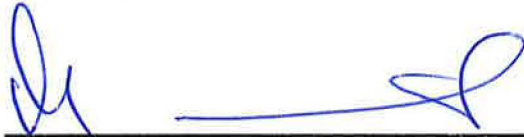
Alissa Firmston, Team Member



Dave Mitchell, Fire Chief



Mark Romaniuk, Team Member



Mike Tennant, Team Member



Dolly Ablitt, Negotiator

Appendix “A”

Pay Table Commencing upon Ratification

Hourly Rates of Pay (40 hours/week)

Year	BASE	Date of Ratification	January 2023	January 2024	January 2025
		4.5%	2.5%	2.5%	3%
Captain	\$38.77	\$40.51	\$ 41.53	\$ 42.57	\$ 43.84
1st Class Fighter	\$36.50	\$ 38.14	\$ 39.10	\$ 40.07	\$ 41.28
2nd Class Firefighter	\$36.00	\$ 37.62	\$ 38.56	\$ 39.52	\$ 40.71
Recruit Firefighter	\$35.78	\$ 37.39	\$ 38.32	\$ 39.28	\$ 40.46

Pay notes:

1. New hires will start at the Recruit Firefighter rate of pay.
2. Upon completion of one year of employment, the Recruit Firefighter will move to the 2nd Class Firefighter rate of pay. The 2nd Class Firefighter moves to the 1st Class Firefighter rate of pay on their anniversary date.
3. Firefighters will be placed on the pay scale according to their date of hire and completed years of service.
4. The week shall begin on Saturday at 12:00 AM and end at 11:59 PM on Friday the following week.

Appendix “B”

LETTER OF UNDERSTANDING

B E T W E E N:

PRO-TEC FIRE SERVICES OF CANADA ULC

– and –

PUBLIC SERVICE ALLIANCE OF CANADA/UCTE LOCAL 30302

RE: TWENTY-FOUR (24) HOUR SCHEDULE, TRIAL, AND EVALUATION

This Letter of Understanding (**LOU**) is the result of agreement between the parties to implement a twenty-four (24) hour shift schedule at Calgary International Airport for the remainder of this agreement during which there will be an evaluation process on a trial basis to fairly assess the administrative and monetary impacts of a change from the Company’s current scheduling practices (the “**Trial**”). This LOU sets out the parties’ agreement with respect to the terms and conditions for the implementation and evaluation of the twenty-four (24) hour trial schedule employees in the bargaining unit.

SECTION 1 - OVERVIEW

- 1.01 The application of this LOU shall have no bearing on, nor will it impede, any other bargaining or collective agreement issues that the parties have the right to negotiate.
- 1.02 The trial shall not:
 - a) Cause additional costs in excess of what would have been expected from a 10-14 hour shift schedule to the Company during the during the life of the trial;
 - b) Limit the rights of either party under the collective agreement in force, unless otherwise agreed to in this LOU;
 - c) Have a negative consequence to members of the bargaining unit’s health and safety;
 - d) Or affect the level of service delivery to the Company’s client or the public.

SECTION 2 - TRIAL PERIOD

- 2.01 The Trial shall begin no later than thirty (30) days after ratification through to the end of the term of the collective agreement. The parties shall advise each other by no later than two (2) months prior to the end of the collective bargaining agreement, of their desire to extend the 24-hour shift schedule. In the event there is no express written agreement between the parties to extend the 24-hour shift schedule beyond the Term, the parties shall revert back to the 10-14 Schedule.

2.02 The employer will endeavour to minimize financial, operational, and impact to staff during the transition of the schedule.

2.03 Either party may give notice to terminate the twenty-four (24) hour schedule Trial at any time prior to the expiry of the collective agreement by providing not less than 60 calendar days written notice to the other party, subject to paragraph [4.03] herein.

SECTION 3 - TRIAL & EVALUATION COMMITTEE

3.01 Each party shall appoint up to two representatives to the twenty-four (24) hour Trial & Evaluation Committee to review the implementation of the twenty-four (24) hour schedule and any issues and/or benefits that arise during the life of this Trial. Schedule of Committee meetings will be mutually arranged and held on no less than a quarterly basis to review measurable factors mutually agreed to by the parties and with the purpose of attempting to work through any concerns or issues that may arise in the course of the Trial. The Employer shall provide a written report for the outcome of each meeting during the life of this agreement which shall be reviewed and agreed to by the committee members.

3.02 Notwithstanding the above, the Committee shall meet at any other time during the Trial at the request of any member of the Committee to discuss any issues that may arise with respect to this LOU. All reasonable efforts shall be made to convene the meeting as soon as possible.

3.03 No later than August 1, 2025, the Committee will meet to finalize a report summary on the performance benchmarks and issues associated with the twenty-four (24) hour shift schedule Trial and evaluation.

SECTION 4 - DISPUTE RESOLUTION

4.01 In the event of differences between the parties regarding the implementation, application, administration, termination, or alleged violation of this LOU, the matter(s) shall be referred to mediation, the Mediator to be mutually agreed upon by the parties.

4.02 In the event of a referral pursuant to the above, the parties agree that:

a) Either party may request that the Mediator convene a meeting within 30 calendar days of such referral;

b) In the event the matter is not resolved at mediation, either party may request an Arbitrator for a possible resolution;

c) In order to facilitate a timely process of such dispute resolution, the parties agree to utilize telephone or video conference hearings, or such other form of hearing as may be agreed to by the parties after consultation with the Arbitrator;

d) The Arbitrator will have all powers set out pursuant to sections 60 and 61 of the Canada Labour Code; and

e) The Arbitrator's fees shall be equally borne by both parties.

4.03 In the event notice to terminate the Trial prior to the end of the Term is delivered by either party in accordance with paragraph 2.04 above, or should the parties disagree as to whether the Trial schedule should be made permanent, the following procedure will apply:

a) The parties shall meet within 10 days of receipt of such notice to discuss the reasons for the termination of the Trial.

b) In the event the parties agree to terminate the Trial, the parties agree to revert back to the 10-14 Schedule and to develop an implementation schedule for such change.

SECTION 5 - FATIGUE MANAGEMENT

5.01 Each employee in the bargaining unit is:

a) Personally responsible for ensuring that they are sufficiently rested so that they can safely operate their personal vehicle in accordance with the applicable laws at the completion of their shift.

b) Permitted to use available rest facilities following the completion of their shift and prior to leaving the station, during which no additional compensation will be provided to the firefighter.

SECTION 6 - PROGRAM EVALUATION

6.01 During the life of the collective agreement & the course of the Trial and evaluation, the following measurable benchmarks will be used to assess the operation viability of the 24-hour shift schedule. Any measures that are related to legislation or regulation shall be subject to change in order to meet and maintain legislated or regulatory requirements. Further, any measures impacted by requirements imposed upon the Company by its client shall also be subject to change to satisfy the Company's commercial obligations.

6.02 BENCHMARKS - Should either party find it necessary to monitor additional benchmarks during the Trial, they shall advise the other party in writing.

<u>Benchmark</u>	<u>Measurement to Review</u>
Absences/Attendance	Comparative analysis to measure whether there is a difference in sick leave usage that can be attributed to the 24-hour shift schedule.

	Comparative analysis to measure whether there is a difference in the number of requests for modified work due to stress/fatigue that can be attributed to the 24-hour shift schedule.
Workplace Accidents/Illnesses	Comparative analysis to measure whether there is a difference in the number of workers' compensation claims that can be attributed to the 24-hour shift schedule.
Workplace Accidents/Near Misses	Comparative analysis to measure whether there is a difference in the number of workplace accidents/near misses that can be attributed to the 24-hour shift schedule.
Training	Comparative analysis to measure whether there is a difference in the on-duty training statistics that can be attributed to the 24-hour shift schedule.
Performance of Work	Comparative analysis to measure whether there is a difference in the amount of work performed during the day and at night which can be attributed to the 24-hour shift schedule. Measures include all trucks being continually staffed, all training is kept up-to-date, and all work duties are being maintained and completed.
Property/Equipment Damage	Comparative analysis to measure whether there is a difference in the costs to repair or replace damaged property and equipment that can be attributed to the 24-hour shift schedule.
Emergency Response Time	Comparative analysis to measure whether there is a difference in turnout and response times that can be attributed to the 24-hour shift schedule.
Overtime	Comparative analysis to measure whether there is a difference in the amount of overtime that can be attributed to the 24-hour shift schedule.
Hours of Work	Comparative analysis to measure whether there is a difference in the number of early leave/late arrival, shift trades, shift extension, emergency leave that can be attributed to the 24-hour shift schedule.

SECTION 7

7.01 Shift Schedule

- a) The shift pattern will consist of 24 hours on – 2 days off – 24 hours on – 4 days off. The shift shall be from 07:00 to 07:00 the following day and will be referred to as the full shift.
- b) The shift pattern above is based on four crews of four firefighters, one Captain, and one DFC. Minimum staffing will be maintained at all times, currently six, and is based on the service agreement with the Calgary Airport Authority and is subject to change.

7.02 Mandatory Time Off

Employees in the bargaining unit will not work more than forty-eight (48) hours in a row unless approved by the Fire Chief and only in extreme circumstances such as an emergency response or covering staff shortage.

7.03 Training

The Company may require that firefighters temporarily transfer from the 24-hour shift schedule to straight day shifts for training purposes. In such circumstances a minimum of thirty (30) calendar day's notice will be provided to the employee in the bargaining unit.

7.04 Split Shift

After all members of the bargaining unit have been contacted to work a 24-hour overtime shift, Management reserves the right to split shifts when coverage cannot be found for a specific shift.

One Month Sample 24-hour Shift

	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M			
Crew A	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	25	6	7	8	29	0	31
		×					×			×					×			×					×			×							×	
Crew B	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	25	6	7	8	29	0	31
	×			×					×			×					×			×						×			×					
Crew C	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	25	6	7	8	29	0	31
			×			×					×			×					×				×			×			×				×	
Crew D	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	25	6	7	8	29	0	31
					×			×					×			×						×			×			×				×		

Averaging over a 16-week period

Each member will earn 2 hours of built-in overtime per week.

	MON	TUE	WED	THU	FRI	SAT	SUN	Total/week
WEEK 1	24	x	x	24	x	x	x	48
WEEK 2	x	24	x	x	24	x	x	48
WEEK 3	x	x	24	x	x	24	x	48
WEEK 4	x	x	x	24	x	x	24	48
WEEK 5	x	x	x	x	24	x	x	24
WEEK 6	24	x	x	x	x	24	x	48
WEEK 7	x	24	x	x	x	x	24	48
WEEK 8	x	x	24	x	x	xx	x	24
WEEK 9	24	x	x	24	x	x	x	48
WEEK 10	x	24	x	x	24	x	x	48
WEEK 11	x	x	24	x	x	24	x	48
WEEK 12	x	x	x	24	x	x	24	48
WEEK 13	x	x	x	x	24	x	x	24
WEEK 14	24	x	x	x	x	24	x	48
WEEK 15	x	24	x	x	x	x	24	48
WEEK 16	x	x	24	x	x	x	x	24
							AVG	42