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Collective Agreement between

THE CORPORATION OF THE CITY OF CALGARY
hereinafter referred to as "The City"

OF THE FIRST PART

and

THE CALGARY FIREFIGHTER'S ASSOCIATION, LOCAL 255,
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
on behalf of the members thereof
employed by the CORPORATION OF THE CITY OF CALGARY
hereinafter referred to as "The Association"

OF THE SECOND PART

ARTICLE 1 - TERM OF AGREEMENT

1.01 This Agreement shall be effective from 1 January 2004 to 31 March 2006. Notice to commence Collective Bargaining may be served by The City or the Association upon the other party not more than one hundred and twenty (120) days prior to the expiration of this Collective Agreement, and at anytime thereafter, prior to its expiration. Should notice not be given by either party, this Agreement shall continue in full force and effect until 31 **March, 2006**, and from year to year thereafter, until such time as a new Agreement has been signed. After 1 **April 2006**, notice as to procedure concerning the commencement of collective bargaining shall be as outlined in the *Alberta Labour Relations Code*.

1.02 In the event the parties fail to negotiate a new Agreement within the period referred to in Article 1.01, then each party, upon receipt of a request in writing from the other party (if such request is made within the period referred to in Article 1.01, unless such period is extended by mutual consent) agrees to allow the dispute to be dealt with under the provisions and in accordance with the terms of the Alberta Labour Relations Code, including any amendments which may be made to this Code during the life of this Agreement. In the event of the said Code being repealed during the life of this Agreement, then any dispute shall be dealt with under the provisions and in accordance with the terms of Federal Legislation then in force.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

2.01 The City of Calgary recognizes Local 255, International Association of Firefighters, as the sole bargaining agent for and on behalf of all members covered under the scope of this Agreement, under Certificate Number 221-92.

2.02 For the purpose of this Agreement: “Fire Suppression Member”, “Fire Staff Member”, “Fire Apparatus Technician Member” and Fire Maintenance Member” shall mean members in those classifications as listed in Schedule No. 1, Part A & B of this Agreement.”

ARTICLE 3 - GENERAL WORKING CONDITIONS

3.01 A permanent employee shall be one who has been in The City Service continuously for a period of one (1) year, who has occupied an established position, and who has successfully completed his probationary period.

3.02

(a) A permanent employee, who is assigned to special duties outside his normal classification, shall not lose any seniority or rights under the collective agreement within the department due to said assignment.

(b) In case of a reduction of staff in Part A - Pay Schedule, the employee having the least amount of seniority shall be the first laid off. Recall of permanent employees, who have been laid off for reason of lack of work, shall be on a seniority basis. All seniority for any employee shall cease if said employee is on layoff for a period of twelve (12) consecutive months.

(c) In case of a reduction of staff in Part B - Mechanical Maintenance Division, the employee having the least amount of seniority in his respective Article shall be the first laid off. Recall of permanent employees, who have been laid off for reason of lack of work, shall be on a seniority basis within the Article. All seniority for any employee shall cease if said employee is on layoff for a period of twelve (12) consecutive months.

3.03 The parties agree that there shall be a joint Firefighter-City Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of two (2) representatives from the Firefighters and two (2) representatives from The City and shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least five (5) days prior to any meetings of the Committee, each party shall deliver to the other party a Notice of the matters to be discussed at the said meeting and the matters referred to in the said Notices shall form the agenda for the said meeting.

The City agrees that prior to changing any existing or introducing any new policy, practice or procedure with respect to conditions of work, The City will first discuss the same with the Firefighters at a meeting of the Firefighter-City Liaison Committee as provided above, and shall otherwise conduct itself in a fair and reasonable manner.

ARTICLE 4 - WAGES AND SALARIES

4.01 Wages and Salaries - See Schedule No. 1 of this Agreement.

ARTICLE 5 - CLOTHING AND EQUIPMENT

5.01 Clothing and Equipment - See Schedule No. 2 of this Agreement.

5.02 An allowance of fifteen dollars (\$15.00) per month for dry cleaning shall be paid each member of the Association.

ARTICLE 6 - WORKING HOURS AND CONDITIONS

6.01 The Department shall operate according to conditions outlined in the Alberta Labour Relations Code.

6.02 The Department shall operate under a four (4) platoon system. **Each platoon shall be under the supervision of a Battalion Chief, for a total of four (4) Battalion Chief positions.** All active duty Firefighters' shifts, except Battalion Chiefs, shall be worked on the basis of two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) days off; to ensure an average forty-two (42) hour work week.

6.03 The Fire Prevention Bureau, Training Division, Hazardous Materials Section, Rescue and Safety Section, Coordinator of the Airport Emergency Service, Public Information Officer and Disaster Services Section shall work a rearranged work schedule on the basis of alternating five (5) and four (4) day weeks while maintaining eighty hours work bi-weekly, with coffee and lunch breaks not included within these hours. This bi-weekly schedule shall consist of the following:

Week One - Five (5) days x nine (9) hours

Week Two - Three (3) days x nine (9) hours

One (1) day x eight (8) hours

6.04 Mechanical Shop

- (a) Week One = 0730 to 1630 = 9 hours/day for five (5) days
Week Two = 0730 to 1630 = 9 hours/day for four (4) days

The above schedule shall average a forty (40) hour work week.

- (b) Members of the Mechanical Shop working the above hours shall be entitled to thirty-seven (37) minutes a day for rest breaks.

- (c) Hours for the Chief Fire Mechanic shall comply with the provisions of this Clause.
- (d) A minimum of one (1) man shall be on duty in the mask shop at all times.
- (e) A minimum of three (3) mechanics will be on duty at all times.
- (f) A maximum of one (1) mechanic will be on vacation at any one time.
- (g) A maximum of two (2) mechanics will take either Monday or Friday off in order to permit extended weekends.
- (h) Lieu time provisions as established in Clause 7.01 will not override the above criteria.
- (i) Concurrent with Clause 10.01, shift differential will apply when the majority of hours worked fall outside the normal schedule of the Mechanical Shop.

6.05 The Fire Maintenance Painter shall work a thirty-eight (38) hour week, Saturdays and Sundays excluded.

6.06 Members will be allowed to apply for shift exchanges to allow time off to attend to personal matters such as weddings, funerals and recreational activities.

Members will not take time off from their regular shifts to engage in any business, occupation or calling for compensation.

Members are not allowed to work two or more consecutive shifts.

Requests to exchange shifts must be made to the member's supervisor sufficiently in advance of the exchange date to allow for the approval process. Requests must detail the shifts off that are required and be on The City's prescribed form.

The Member's supervisor will have the authority to approve or disapprove the substitute and will forward the request by telephone to the member's District Chief. The District Chief has the final discretion to approve requested shift exchanges based on eligibility, operational needs and use beyond a reasonable level.

The City may designate an approving officer for members with no supervising District Chief.

ARTICLE 7 - OVERTIME

7.01 When any member of the Association is called in for duty during his regular time off, overtime shall be computed on the basis of double (x2) straight time for all hours worked. When any member of the training staff or Fire Prevention Bureau is required to work overtime, whether pre-scheduled or not, he shall be paid double time (x2) or at his option receive lieu time off at the same rate of double time (x2). All overtime or lieu time shall be paid in cash or time off at mutual convenience of the parties for members of the Training Staff, Fire Prevention Bureau, or Mechanical Shop, and in no case later than the first pay period of the following year.

Members of the Training Staff, Fire Prevention Bureau and Mechanical Shop will only be allowed to bank eighty (80) hours of lieu time in any calendar year. All overtime after eighty (80) lieu hours in the calendar year shall be paid in cash.

7.02 No less than two (2) straight time hours shall be credited for any one call-in provided that such duty does not immediately precede or follow their regular shift.

7.03 Members kept on duty beyond their regular shifts will be credited with overtime at the above rates.

Overtime shall be calculated on the basis of each fifteen (15) minutes or portion as follows:

1 to 15 minutes = 15 minutes minimum payment at double time (x2)

16 to 30 minutes = 30 minutes minimum payment at double time (x2)

31 to 45 minutes = 45 minutes minimum payment at double time (x2)

46 to 60 minutes = 60 minutes minimum payment at double time (x2)

and so on from hour to hour, or portion thereof.

7.04 Whenever possible, all overtime shall be paid in the current or following pay period.

7.05 In the giving of overtime, such overtime shall be distributed as equally as possible among members of the department or division concerned.

ARTICLE 8 - SERVICE PAY

8.01 Service pay in addition to listed rates will be paid to all members of the Association at the rate of ten dollars (\$10.00) per month after eight (8) continuous years of service and an additional ten dollars (\$10.00) per month will be paid for each additional five (5) years of service.

8.02 Service Pay shall not be included in overtime computation.

8.03 All employees on Long Term Disability shall accrue service for future service pay entitlement.

ARTICLE 9 - STANDBY PAY

9.01 Employees of the Mechanical Branch, Hazardous Materials Section, and the Arson Investigators of the Fire Department may be required to stand by from Saturday through Friday inclusive. Employees are expected to participate in this service which will generally be carried out on a rotation basis to be established by the Fire Chief. Any other employees required to standby shall receive remuneration as outlined in Article 9.02.

9.02 When an employee is held on call, or standby, it shall mean that the employee shall be readily available for service when called, but it shall not mean that the employee so held on call will not be able to carry out his normal off-duty activities provided he is readily available when called. With the authorization of the Division Head, stand-ins will be permitted.

9.03 Each employee while held on call as set out in the preceding paragraph shall receive standby remuneration of eighty dollars (\$80.00) per week for each week held on call and, in addition, he shall be paid the applicable overtime rate for any work done.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.01

(a) A sixty-five (65¢) cent per hour differential will be granted to employees for any hours of work (other than overtime) performed between 6 o'clock p.m. and 8 o'clock a.m.

(b) Shift differential will apply when the majority of hours worked fall outside the normal schedule of the Fire Prevention Bureau.

ARTICLE 11 - VACATIONS

11.01 FIRE SUPPRESSION MEMBERS shall be entitled to the following annual paid vacation:

- a) One hundred and forty-four (144) hours vacation after one (1) year's service;
- b) One hundred and ninety-two (192) hours vacation after eight (8) years' service;
- c) Two hundred and forty (240) hours vacation after seventeen (17) years' service;
- d) Two hundred and eighty-eight (288) hours vacation after twenty-five (25) years' service;
- e) Three hundred and thirty-six (336) hours vacation after thirty (30) years' service. All annual vacations for FIRE SUPPRESSION MEMBERS normally on shift work shall commence on the first working day of a four (4) day work period as described in Clause 6.02 of this Agreement. That is, twelve (12) working shifts for all FIRE SUPPRESSION MEMBERS on one hundred and forty-four (144) hours of vacation, sixteen (16) working shifts for all FIRE SUPPRESSION MEMBERS on one hundred and ninety-two (192) hours of vacation, twenty (20) working shifts for all FIRE SUPPRESSION MEMBERS on two hundred and forty (240) hours of vacation, twenty-four (24) shifts for all FIRE SUPPRESSION MEMBERS on two hundred eighty-eight (288) hours of vacation, and twenty-eight (28) shifts for all FIRE SUPPRESSION MEMBERS on three hundred and thirty-six (336) hours of vacation.

FIRE STAFF MEMBERS shall be entitled to the following annual paid vacations:

- a) One hundred and twenty (120) hours after one (1) year's service;
- b) One hundred and sixty (160) hours after eight (8) years' service;
- c) Two hundred (200) hours after seventeen (17) years' service;
- d) Two hundred and forty (240) hours after twenty-five (25) years' service;
- e) Two hundred and eighty (280) hours after thirty (30) years' service.

In the interpretation of the above, it is understood that the determination of years of service shall equal the MEMBER'S service as a FIRE SUPPRESSION MEMBER plus the MEMBER'S service as a FIRE STAFF MEMBER.

FIRE APPARATUS TECHNICIAN MEMBERS shall be entitled to the following annual paid vacations:

- a) Eighty (80) hours after one (1) year's service;
- b) One hundred and twenty (120) hours after two (2) years' service;
- c) One hundred and sixty (160) hours after eight (8) years' service;
- d) Two hundred (200) hours after seventeen (17) years' service;

- e) Two hundred and forty (240) hours after twenty-five (25) years' service;
- f) Two hundred and eighty (280) hours after thirty (30) years' service.

FIRE MAINTENANCE MEMBERS shall be entitled to the following annual paid vacations:

- a) Seventy-six (76) hours after one (1) year's service;
- b) One hundred and fourteen (114) hours after two (2) years' service;
- c) One hundred and fifty-two (152) hours after eight (8) years' service;
- d) One hundred and ninety (190) hours after seventeen (17) years' service;
- e) Two hundred and twenty-eight (228) hours after twenty-five (25) years' service;
- f) Two hundred and sixty-six (266) hours after thirty (30) years' service.

All MEMBERS entitled to at least the following number of hours of annual vacation shall be allowed to split their vacation in accordance with a policy to be agreed upon by The City and the Association.

GROUP	VACATION ENTITLEMENT
FIRE SUPPRESSION	192 hours
FIRE STAFF	160 hours
FIRE APPARATUS	160 hours
FIRE MAINTENANCE	152 hours

11.02 All vacations must be taken prior to the end of the first ten (10) day period in the following calendar year.

11.03

(a) After twenty (20) years of service, employees shall be allowed to bank one (1) or two (2) weeks of vacation entitlement per year to a maximum of six (6) weeks, which will only be used or paid out on retirement. For the purpose of this clause a week shall be defined as the average number of hours that an employee is required to work on a regular basis. For Platoon Firefighters, a week shall be defined as per Clause 11.05.

(b) All employees entitled to at least twenty-eight (28) calendar days of vacation shall be allowed to split vacations in accordance with a policy to be agreed upon between the parties.

11.04 All annual vacations for Active Firefighters normally on shift work shall commence on the first working day of a four (4) day working period. That is, twelve (12) working shifts for all Firefighters on three (3) weeks vacation; and sixteen (16) working shifts for all Firefighters on four (4) weeks vacation; and twenty (20) working shifts for all Firefighters on five (5) weeks vacation; and twenty-four (24) working shifts for all Firefighters on six (6) weeks vacation; and twenty-eight (28) working shifts for all Firefighters on seven (7) weeks vacation.

11.05 For Fire Suppression Members who pass away in service or who retire to pension, vacation entitlement will be based on forty-eight (48) hours per week.

11.06 The same health benefit plan and retirement vacation bonus will be paid to a member who resigns his position, terminates his employment and takes a commuted value of his pension entitlements by submitting his resignation within the 6 months prior to reaching eligibility for normal retirement or early retirement after 25 years of service.

11.07 Members shall not be required to take any vacation in the calendar year in which they retire.

ARTICLE 12 - PUBLIC HOLIDAYS

12.01 All Firefighters on shift work shall receive one (1) days pay in addition to their regular salaries for any public holiday whether Statutory, proclaimed or declared by a Federal, Provincial or Municipal Government.

This shall include New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (shall be December 26th), plus any other day that is proclaimed or declared by the three (3) levels of government. If any Government body whose authority is binding in these matters declares a day in lieu of one (1) of these holidays, only the lieu day shall be observed.

12.02

(a) In addition to Article 12.01, if a member's regular shift falls on a holiday, and he works such a shift, or he is required to be on vacation on such a shift, he shall be entitled to receive one-half (1/2) time pay for each hour his platoon works, in addition to regular pay.

(b) As well, should a member's regular shift begin at 1800 hours Christmas Eve or New Year's Eve, and said member works the shift, or he is required to be on vacation on such a shift, he will receive, in addition to his regular pay, six (6) hours regular pay for those hours between 1800 hours and 2400 hours.

(c) An employee absent from work on either their last regular day preceding, or the first working day following the public holiday shall not be entitled to statutory holiday pay for that day, unless the employee has received prior permission or provides proof of illness.

12.03

(a) Members working, on a permanent or temporary basis, in the Fire Prevention Bureau, Training Division, Hazardous Materials Section, Rescue and Safety Section, Coordinator of the Airport Emergency Service, Public Information Officer and Disaster Services Section shall receive payment in accordance with Article 12.01 of the collective agreement. However, when the Statutory Holiday falls on the member's regular working

day and he receives that day off, he shall be required to work his next rearranged work day off to make up the additional payment received under Clause 12.01 of the collective agreement.

(b) Employees covered under Part B - Mechanical Maintenance Division, who work regular day hours, on a steady Monday through Friday work week, shall be granted time off in lieu of public holidays occurring on weekends. Such days shall be taken at the mutual convenience of the Department and the member and utilized not later than the end of his vacation in the subsequent year.

12.04 For the purpose of this Article a day's pay for shift workers shall be based on a twelve (12) hour day.

12.05 For the purpose of this Article, members not on shift shall receive a day's pay based on the average hours per day worked.

ARTICLE 13 - SENIOR WORK

13.01 When a member of the Association is placed in a higher position in the department, he shall receive pay for the next higher rank or pay level to his position while acting in such senior capacity. In no case will a member be paid more than one (1) rank or pay level above his established position.

13.02 Lieutenants, Senior Firefighters (Nozzleman) and Senior Firefighters (Qualifications) may be moved from one Fire Station to another to relieve in a senior capacity.

13.03 Confirmed Senior Firefighters (Qualifications) only may act as a Senior Firefighter (Nozzleman).

13.04 Confirmed Senior Firefighters (Nozzleman) only may act as Lieutenants.

13.05 Confirmed Lieutenants only may act as Captains.

13.06 Unless otherwise agreed to by the parties, in no case will a Senior Firefighter (Qualifications), Senior Firefighter (Nozzleman), Lieutenant or Captain be moved from one Platoon to another to act in a senior capacity.

13.07 An Officer of at least Captain rank will be in charge of each pumper company and the Senior Captain on each platoon in multi-company stations will be in charge of the station. For the purpose of this Article the Airport Crash and Rescue Company shall be regarded as a pumper company.

13.08 Service Trucks, Aerials, Salvage, Emergency Rescue Units, Rescue and Special Hazards Unit, Snorkel and Tanker Units and Hazardous Materials Response Unit will be under the immediate direction of a Lieutenant.

13.09

(a) Senior work of less than one (1) complete shift may be assigned to the Senior Lieutenant, Senior Firefighter (Nozzleman), Senior Firefighter(Qualifications), in the station concerned.

It is agreed that where a regular activity, (such as river patrol), which does not normally require a full day's acting in a senior capacity, but is carried out on a fairly regular basis; that a Senior Firefighter (Qualifications), Senior Firefighter (Nozzleman), or Lieutenant will be assigned to the station concerned, so that the intent of ensuring Senior work is assigned to the Senior Member will be adhered to.

(b) Senior work of more than one (1) shift but less than one (1) tour (four (4) shifts) may be assigned to the Senior Member in the District, i.e. North, Central, South, etc.

13.10 For the purposes of relief in the Mechanical Shop, when an employee is assigned the major duties and responsibilities of a higher position, he shall be paid the established rate for the next higher position. In no case will an employee be paid more than one (1) pay grade above his established position.

13.11 The operation of the field service vehicle on the day shift (7:00 am – 4:00pm) will receive an additional premium of twenty five cents (\$0.25) per hour.

ARTICLE 14 - DISCIPLINE AND DISMISSALS

14.01 A permanent employee **shall not** be disciplined or **discharged, except** for cause.

14.02 Any member of the Association who has been wrongfully dismissed by The City, and who is later reinstated shall be compensated in full for all time lost.

14.03 Any member of the Association desiring to grieve against his discipline or his dismissal must do so through the proper officials of the Association, and notice of such grievance must be in the hands of the Fire Chief with a copy to the Employee Relations Leader not later than twenty-one (21) days from the date of the discipline or dismissal.

14.04 When an employee is to be disciplined or interviewed for the purpose of determining disciplinary action for that employee, he shall be informed of his right to union representation.

ARTICLE 15 - RE-ENGAGEMENT OF FORMER EMPLOYEES

15.01 Where a member of the Association leaves the department service, or is dismissed for cause, and is later re-engaged, his seniority shall date only from the date of his re-engagement.

ARTICLE 16 - DISCRIMINATION

16.01 The City and the Association agree that there will be no discrimination against any member because of race, religious beliefs, colour, gender, mental disability, physical disability, marital status, age, ancestry or place of origin of that person, subject to the provisions, limitations, or defences set out in any applicable legislation.

16.02 The City and the Association agree that there will be no discrimination against any member because of union membership or union activity.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Any member of the Association desiring leave of absence must apply for same to the Fire Chief. Should his application be refused he shall have the right to appeal to the Executive Officer through proper officials of the Association. The decision of the Executive Officer shall be final and shall be communicated to the Association in writing.

17.02 When an employee has been granted any leave of absence without pay for a period of more than thirty (30) consecutive days, unless otherwise stated in this Article, they shall be required to pay, in advance, both the employee's and the employer's share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.

Where any leave of absence without pay has been granted for a period of thirty (30) consecutive days or less, such employee shall be required to pay, in advance, the usual employee benefit premiums and other levies normally in force had such leave of absence not be granted.

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the Insurer.

Union Leave

17.03 When it is necessary for a member of the Association to make application for leave of absence to perform duties of any office in this Association or of the Parent Union, such request shall have priority over all other applications. The application must be made in writing to the Fire Chief who will refer it with his recommendations to the Executive Officer for approval or otherwise, and The City agrees, if at all possible, to grant the request. In the event that the Executive Officer refuses the application, the matter shall be referred to City Council for final decision. During the absence of a member of the Association on special work of this nature, such member shall retain his original seniority in the Fire Department, with no decrease in status, but without claim to any promotions during his absence.

Military Leave

17.04 In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by The City of Calgary relative to pensions, and to group insurance contributions.

Bereavement Leave

17.05 Leave of absence to carry out responsibilities incurred by the demise of a relative may be permitted at the discretion of the Fire Chief. Where he is satisfied that the request is legitimate, it will be permissible for him to grant leave of absence with pay, not to exceed four (4) working days/shifts. For this purpose, a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child, foster child, guardian, step-parent, step-brother, step-sister, mother-in-law, father-in-law, and grandparent of the member or his spouse.

Funeral Leave

17.06 Leave with pay to attend funeral services only, of persons more distantly related than those listed above, may be granted at the discretion of the Fire Chief.

Paternity Leave

17.07 Upon request, a father shall be given one (1) day's (one (1) shift's) leave of absence with pay with the option of attending the delivery of the child, or attending to the release from hospital of his spouse who has given birth or on the day of first obtaining custody of a child who has been legally adopted. It is understood that this provision will only apply on a member's regularly scheduled work day.

Family Leave

17.08

(a) Full-time and permanent part-time employees occupying established positions who have at least one year's service with The City shall be entitled, subject to the needs of the operation, to a leave of absence without pay to care for ill or elderly family members. Requests for such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. No loss of seniority or service shall result from such leave.

(b) If an employee requests, consideration shall be given to reducing their hours of work to accommodate their responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within the Corporation which would allow an employee to meet their responsibilities to an ill or elderly family member, consideration will be given to the transfer of the employee to the suitable vacancy. Reduction in hours of work, or movement of employees for this purpose, shall be

implemented upon consideration of the needs of the operation and following consultation and concurrence of the proper officials of the Association.

Maternity Leave

17.09

(a) A pregnant employee, who is permanent or who has 12 months continuous service, shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. A maternity leave is defined as the total time off work, before and after the birth of the child, including some health-related portion. During the health-related portion of a maternity leave, employees may be eligible for benefits as any other employee absent on sick leave. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Fire Chief of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave, the employee shall be entitled to accumulate service and seniority.

(b) An employee who has applied for maternity leave shall be required to pay in advance for the non-health-related portion of the maternity leave, their share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.

(c) Notwithstanding Clause 17.09(a), employees who are pregnant shall not continue in their positions following such time as, in the opinion of The City Consultant Physician in consultation with the employee's personal physician, their ability to carry out their assignments is limited by pregnancy. At this time eligible employees shall commence maternity leave if within twelve (12) weeks of estimated delivery date.

(d) Such employee returning to work from maternity leave shall be reinstated to the same or similar position as the one held at the time maternity leave commenced, without claim to any promotions effected during absence on leave.

(e) An pregnant employee who has not yet attained permanent status, but who has completed six (6) months or more consecutive service, may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as a permanent employee in (a) above. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave, without claim to any promotions effected during leave of absence.

When medically cleared by her doctor to return to work, she will resume her probation period at the point where she left active fire duty and complete the remainder of the probationary period.

(f) Extensions beyond the twenty-seven (27) week period of maternity leave, to a maximum of three (3) weeks, may be granted at the discretion of the Fire Chief provided a medical certificate is presented indicating that, due to medical conditions arising relative to the pregnancy or delivery, but following the date of delivery, she is unable to return to work.

Adoption Leave

17.10

(a) Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed fifteen (15) weeks.

(b) The employee shall give, where possible, written notice of at least two (2) weeks before the employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the employee shall give written notice as soon as is practicable upon receiving notice of adoption.

(c) The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up fifteen (15) weeks shall commence on the date on which the adoptive parent first obtains custody of the child being adopted.

(d) Where both adoptive parents are employees of The City, they may share the adoption leave, with the total leave not to exceed fifteen (15) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

Parental Leave

17.11 Employees with twelve months continuous service and who are parents of a newborn or recently adopted child, are eligible for a period of unpaid parental leave of up to thirty-seven (37) weeks. The terms and conditions applicable to parental leave shall be the same as those which apply to maternity and adoption leave.

Parental leave may be available within the year that the child arrives home. If both parents are City employees, they may wish to share the leave of absence, with the total leave not to exceed 37 weeks. The parents may be granted leave simultaneously, subject to operational needs.

ARTICLE 18 - WITNESS DUTY

18.01 Any employee who is subpoenaed as a witness in a civil case in which The City Solicitor certifies The City as having an interest, or was called as a witness in a criminal or quasi-criminal case, which The City Solicitor certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving, provided the employee turns over to The City any fees or payment received by him for appearing as such witness.

18.02 In the event that a member who is off duty is required to attend as a witness before a civil or criminal court, or any judicial board of inquiry as a result of his employment with The City, and in which The City Solicitor certifies The City as having an interest, he shall be entitled to the overtime provisions of Article 7 of this agreement.

ARTICLE 19 - CHECK OFF

19.01 The City agrees to the monthly check-off of Union dues, and any other assessments as may be agreed between the Association and The City.

ARTICLE 20 - TRANSPORTATION

20.01 Free transportation on existing routes of the Calgary Transit System will be granted to members of the Association while going to and from work upon producing proper identification.

ARTICLE 21 - WORKERS COMPENSATION BOARD TOP- UP

21.01 The City agrees that members, who sustain an occupational injury while carrying out their duties, shall receive such compensation that will equal their regular take home pay, provided, however, that they agree to assign all Workers Compensation Board or other benefits to The City.

ARTICLE 22 - PENSIONS

22.01 See Calgary Firefighter's Supplementary Pension Plan, Registration Number 39981/DNR which is incorporated herein by reference and forms part of this Agreement.

ARTICLE 23 - SUPPLEMENTATION OF COMPENSATION

23.01 If a member is killed or totally disabled as a direct result of the performance of firefighting duties including active firefighting, investigations, inspection work, approved firefighter training and other assigned firefighter duties, or as a direct result of the performance of fire maintenance or fire apparatus technician duties, the following shall apply:

- A. (1) If a member is killed, the surviving spouse shall be paid the full pay which such member would have been paid under this and subsequent Agreements had the member not been killed, such payment to continue until the date the deceased member would have reached the age of sixty (60) years or in the case of Fire Maintenance Members, or Fire Apparatus Technician Members, the age of sixty-five (65) years, had the member not been killed, or
- (2) In the event a member is killed, leaving no surviving spouse but leaving a surviving dependent child or surviving dependent children, The City shall pay to each dependent child, up to a maximum of four (4), a sum equal to twenty percent (20%) of the full pay which such member would have been paid under this and subsequent Agreements had the member not been killed, such payment to be payable from the date of death of the member until such time as the child ceases to be a dependent child or until the date that the deceased member would have reached the age of sixty (60) years or in the case of Fire Maintenance Members, or Fire Apparatus Technician Members, the age of sixty-five (65) years, had the member not been killed, whichever date shall first occur, provided:
- (i) that any Workers' Compensation Pension or Canada Pension or City Pension or other pension or annuity not personally contracted for by the deceased or the surviving spouse or family or any Criminal Injuries Compensation Award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to The City by the surviving spouse or dependent child or children, or such other equivalent arrangements as may be mutually agreed upon by the parties, and
- (ii) that at that date the member would have reached the age of sixty (60) years or in the case of Fire Maintenance Members, or Fire Apparatus Technician Members, the age of sixty-five (65) years, had the member not been killed, the surviving spouse, or the member's dependent child or children, providing such child or children have not ceased to be a dependent child or children, shall receive an amount equal to The City Pension which the surviving spouse or member's dependent child or children would have been entitled to had the member died subsequent to retirement.

- B. (1) Where the member leaves surviving him more than four (4) dependent children, the total sum payable by The City pursuant to Article 23.01 A(2) shall be paid to such dependent children in equal shares.
- (2) A sum payable by The City pursuant to this Article shall be paid by The City as long as any child of the member remains a dependent child.
- (3) Any sums of money payable by The City to any dependent child under the age of eighteen (18) years may properly be paid by The City to the legal guardian of such dependent child whose receipt shall be sufficient discharge to The City.
- C. In the event the surviving spouse dies subsequent to a member having been killed the provisions of Article 23.01 A(2) shall apply to any dependent child surviving the member and the surviving spouse.
- D. Notwithstanding the foregoing provisions, a cash settlement in lieu may be mutually agreed upon by the surviving spouse and The City.
- E. If a member is totally disabled and can no longer be employed, the member shall be paid his full pay under the terms of this and subsequent Agreements as if his employment had not been terminated until such time as the member would have reached the age of sixty (60) years, or in the case of Fire Maintenance Members, or Fire Apparatus Technician Members, the age of sixty-five (65) years, provided:
- (1) that any Workers' Compensation Pension or Canada Pension or other pension or annuity or City Pension or City Sickness and Accident Plan payments or City salary continuance plan payments not personally contracted for by the member or the member's family or any Criminal Injuries Compensation Award shall be paid, assigned or delivered to The City by the member, or such other equivalent arrangements which may be mutually agreed upon by the parties; and
- (2) that if the member recovers, is gainfully employed and receives remuneration therefrom which is less than he would be entitled to receive under this and subsequent Agreements, such amount together with any monies derived from (1) above shall be paid, assigned or delivered to The City by the member or such other equivalent arrangements which may be mutually agreed upon by the parties; and
- (3) that if the member recovers, is gainfully employed and received remuneration therefrom which is in excess of what he would be entitled to be paid under this and subsequent Agreements, the responsibility of The City under this clause shall cease and determine.

- F. The amount of "full pay" referred to in subclause (A) and (E) above shall be determined by the parties to this Agreement and, in making that determination, the gross pay of the member involved shall be reduced by the normal deductions for Canada Pension Plan, Income Tax, according to the member's exemptions or, in the case of a deceased member, according to the surviving spouse's exemptions, and such other deductions as the parties may determine.
- G. "Surviving Spouse" means, in relation to another person,
- (1) a person who, at the time of death, was lawfully married to that other person and had not been living separate and apart from that other person for three (3) or more consecutive years, or
 - (2) if there is no person to whom subclause (i) applies, a person of the opposite sex who had lived with that other person in a marriage-like relationship immediately preceding the time of death for at least five (5) years, or for at least two (2) years and has born the child or children of such member, and is generally known as the member's spouse in the community in which they lived at the time of death of the member.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01

(a) If any difference concerning the interpretation, application, operation or any alleged violation of this Agreement or any question to whether any difference is arbitrable arises between the parties or persons bound by the Collective Agreement, such parties or persons shall meet and endeavour to resolve the difference;

(b) If the parties are unable to resolve the difference referred to in clause (a), either of the parties may notify the other party in writing of its desire to submit the difference to arbitration, and the notice shall contain a statement of the difference and the name of the first party's appointee to a grievance arbitration board. The recipient of the notice shall, within five (5) days (exclusive of Saturdays and Sundays and other holidays) inform the other party of the name of its appointee to the grievance arbitration board. The two (2) appointees so selected shall, within five (5) days (exclusive of Saturdays and Sundays and other holidays) of the appointment of the second of them appoint a third person who shall be the chairman;

(c) If the recipient of the notice fails to appoint an arbitrator within the time limited under clause (b), the appointment shall be made by the Minister of Labour upon the request of either party. If the two (2) appointees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party;

(d) The grievance 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 any employee affected by it. The decision of a majority is the award of the grievance arbitration board, but if there is no majority the decision of the chairman governs and it

shall be deemed to be the award of the board;

(e) The grievance arbitration board may quash or confirm any action taken by either party and may vary any action taken by either party respecting personal discipline;

(f) The grievance arbitration board by its decision shall not alter, amend or change the terms of the collective agreement;

(g) Each party to the difference shall bear the expense of its respective appointee to the grievance arbitration board and the two (2) parties shall bear equally the expenses of the chairman;

(h) Any member of the Association desiring to grieve an alleged violation of this Agreement must do so through the proper Officials of the Association, and notice of such grievance must be in the hands of the Fire Chief with a copy to the Employee Relations Leader, not later than twenty-one (21) days from the date of the alleged violation. Time limits may extend by mutual agreement of the parties.

(i) No grievance arising from disciplinary action or from dismissal shall be considered from a probationary employee.

ARTICLE 25 - INDEMNIFICATION

25.01 The City will indemnify and save harmless any member from any action, claim or cause or demand whatsoever that may be made or arise out of the member carrying out his duties of a Firefighter, except where the action of a member constitutes a gross disregard or neglect of his duty as a Firefighter. For this purpose, a Firefighter shall be as defined in the Alberta Labour Relations Code.

ARTICLE 26 - HEALTH BENEFITS - DEFINITIONS

26.01 Subject to Article **29.01**, definitions contained in the relevant insurance plans or short-term disability administration contract will apply to Articles **26** to **29** inclusive.

26.02 Subject to Article **26.01**, for the purposes of Articles **26** to **29** inclusive, the following definitions apply:

Disability/Disabled means, for the purpose of "occupational disability" and "short-term disability", a physical or mental impairment that renders a Member medically unable to perform in his Own Occupation. For the purposes of long term disability benefits the meaning shall be as defined in the long term disability agreement with the third party insurer.

Long Term Pre-Disability Gross Earnings means the basic wages and salaries prescribed at Schedule 1 of this Agreement, **(or equivalent index rate), including** statutory holiday pay (statutory holiday pay under Article 12.02 is excluded), and service pay, **that the member is due annually, based on the classification or**

position in effect for the member on the date the Disability occurred.

MEBAC means the Benefit Agreement dated 1 January 1998, between The Municipal Employees Benefit Association of Calgary and The City, including any amendments which occurred prior to 29 July 2002.

Members means employees of The City for whom the Association has the exclusive right to bargain collectively under its Certificate as amended from time to time by the Alberta Labour Relations Board.

Own Occupation means the regular position, job or work classification (apart from any temporary assignment) to which a Member was assigned at the time he became disabled.

Short term Pre-Disability Bi-weekly Gross Earnings means the basic wages and salaries prescribed in Schedule 1 of this Agreement (or equivalent index rate) that the Member received or is due, based on the classification or position in which the Member worked for the greatest number of hours in the 60 calendar day period immediately prior to the date the Disability occurred. This excludes all bonuses, overtime, shift differential, service pay, statutory holiday or any other **payments that are not considered a part of basic wages and salary**, normally paid to the Member.

ARTICLE 27 – ADMINISTRATION OF HEALTH BENEFITS

27.01 Subject to Article 29, The City shall provide, directly or by way of an insurance company or other third party provider, group health benefits for each Member, and where applicable the Member's Spouse and Dependents. Such group health benefits shall include short-term Disability benefits, long-term Disability benefits, Alberta Health Care benefits, dental benefits, hospital, drug and extended health care benefits, and group life insurance, as provided under the terms of this Agreement.

27.02 The City shall bear the cost of and be responsible for the internal administration and application of any and all insurance plans, policies, or other schemes necessary to provide group health benefits according to the terms of this Agreement including the long-term Disability plan.

27.03 If a claims fluctuation reserve is established under the terms of any benefit plan or policy and becomes fully funded, any remaining surplus shall be amortized over the following 12 months by reduction of premium rates on renewal, or as otherwise agreed between the parties.

Written Information and Communication

27.04 Current and updated copies of all insurance plans, contracts, policies, and documents to which The City is a signatory and that relate to the provision of group

health benefits provided under the terms of this Agreement shall be provided to the Association by The City within 60 calendar days of their execution.

27.05 The City shall produce and bear the cost of all written communication regarding the provision of group health benefits. This shall not include material provided by a third-party insurer.

Employment Insurance Premium Reduction

27.06 The City shall make the necessary, proper and timely application for a reduction in Employment Insurance premiums according to the terms and provisions of the *Employment Insurance Act* as amended from time to time. The Member's portion of any reduction so provided shall be retained by The City for the purposes of reducing the cost to each Member of the Association for dental and hospital, drug and extended health care benefits, provided to the Association in accordance with the terms of this Agreement.

Eligibility for benefit coverage

27.07 Subject to the terms of this Agreement, each Member shall be eligible for and shall participate in benefit coverage.

27.08 The City shall provide any applications, registration forms, and/or other appropriate documentation required by and within the necessary time period specified by The City and/or the respective insurance companies or third party providers.

27.09 Each Member, who is eligible for benefit coverage, according to the terms of this Agreement shall submit satisfactory proof of age to The City on request. If the age of the person has been misstated and affects:

- (a) any rights or benefits provided under this benefit plan; or
- (b) the premiums rates;

the correct age governing the benefits will be adjusted, and the premiums will be adjusted, if necessary.

Benefit Coverage & Premium Payments While Absent From the Workplace

27.10 Vacation – Where a Member is absent from the workplace due to vacation entitlement, the Member shall be eligible for short-term Disability benefits, long-term Disability benefits, Alberta Health Care benefits, dental benefits, hospital drug and extended health care benefits and group life insurance, in accordance with the terms of this Agreement to the extent the Member would have been eligible had the Member not been absent.

27.11 Suspension for 31 Calendar Days or Less – Where a Member is suspended without pay for 31 calendar days or less, the Member shall be eligible for short-term Disability benefits, long-term Disability benefits, Alberta Health Care benefits, dental benefits, hospital, drug and extended health care benefits, and group life insurance, according to the terms of this Agreement for the duration of the suspension, provided all premiums for which the Member is responsible are pre-paid by the Member prior to

commencement of the suspension and provided the suspension is for a defined period of time and includes a specified return to work date. Where a Disability occurs during a suspension of 31 calendar days or less short-term Disability payments as described in Article 28 shall not commence from the date of Disability but shall instead commence on the scheduled return to work date with the short-term Disability period being calculated from the date of Disability. Benefits payable under the long-term Disability plan as described in Article 28 shall commence on the expiration of the short-term Disability period.

27.12 Suspension for Longer than 31 Calendar Days - Benefit coverage will cease on a Member's suspension of more than 31 calendar days. Benefit coverage will be reinstated on the Member's return to the workplace. Any Waiting Period shall be waived, provided only that the reinstatement occurs within 365 calendar days from the date of benefit coverage cessation.

27.13 Lay-off – Where a Member is laid off as a result of lack of work the Member shall remain eligible for short-term Disability benefits and long-term Disability benefits provided his date of Disability was prior to the effective date of the layoff. Where benefit coverage has ceased due to lay off as a result of lack of work and benefit coverage is reinstated on the Member's return to the workplace, any Waiting Period shall be waived, provided only that the reemployment occurs within 365 calendar days from the date of benefit cessation.

27.14 Leave of Absence

- a) Where a Member is absent from the workplace due to an approved leave of absence without pay (other than for military service or service with a relief organization) the Member shall remain eligible for short-term Disability benefits, long-term Disability benefits, Alberta HealthCare benefits, dental benefits, hospital, drug and extended health care benefits, and group life insurance, in accordance with the terms of this Agreement for a maximum of 365 calendar days provided all premiums for which the Member is responsible are pre-paid prior to commencement of the leave of absence. If the approved leave of absence without pay is for 30 calendar days or less, the Member will be required to pre-pay the normal Member's premiums. If the approved leave of absence without pay is for more than 30 calendar days, the Member will be required to pre-pay both the Member's and The City's share of the premiums.
- b) In the case of approved leave of absence for military service, as per The City's policy, the Member shall be eligible for Alberta Health Care benefits and hospital, drug and extended health care benefits, provided the Member prepays both the Member's and The City's shares of the premiums for the entire period of the leave of absence.
- c) In the case of approved leave of absence for service with a relief organization, as per The City's policy, the Member shall be eligible for Alberta Health Care benefits, hospital, drug and extended health care benefits and group life insurance, provided the Member prepays both the Member's and The City's shares of the premiums for the entire period of the leave of absence.
- d) Where a Disability occurs during a leave of absence without pay, short-term Disability payments as described in Article 28 shall not commence from the date of Disability

but shall instead commence on the scheduled return to work date with the short-term disability period being calculated from the date of Disability. Benefits payable under the long-term Disability plan as described in Article 28 shall commence on the later of the expiration of the short-term Disability period or the scheduled return to work date.

Cessation of Benefit Coverage

27.15 A Member's benefit coverage under the terms of this Agreement shall cease on the date on which any of the following events occur, or in the case of Alberta Health Care benefits as described under Article 29.13, the end of the month in which any of the following events occur:

- a) the Member ceases to be a Member
- b) the Member dies. In a case where the Member is killed as a result of the performance of his or her duties for The City, The City shall cover both The City's and the Member's costs for Alberta Health Care benefits, dental benefits, hospital, drug and extended health care benefits, and optional group life insurance benefits, as provided under the terms of this Agreement, for which the Member's surviving spouse and each of his or her Dependents were eligible prior to the Member's death, to the extent that the Member's surviving spouse and each of his or her dependents would have been had the Member not been killed. Such coverage will continue until the date the deceased Member would have reached retirement age or the age specified in the insurance contract for the end of coverage, at which time the deceased Member will be deemed to have retired, and the provisions of Article 27.15 (e) shall apply.
- c) Subject to Article 27.12 the Member is suspended from employment without pay for more than 31 calendar days.
- d) Subject to Article 27.13 the Member is laid off due to lack of work.
- e) the Member retires.
- f) the Member ceases to be actively employed due to a leave of absence, other than military service or service with a relief organization, for longer than 365 days.

ARTICLE 28 – HEALTH BENEFITS MENU

Short-term Disability Proof of Claim

28.01 Subject to Article 21, The City shall pay short-term (sickness and accident) Disability benefits for Members who are Disabled. Eligibility for short-term Disability benefits shall commence on completion of 90 continuous calendar days employment with The City. **Effective 2006 October 31, eligibility for short-term Disability benefits shall commence from the first day of employment with The City.**

28.02 Where a Member is absent for more than 5 consecutive working days due to Disability, the Member shall submit a statement from an appropriate physician stating in detail the nature and extent of the Disability and the expected date of return to work. For absences of less than 21 calendar days, a detailed statement from a chiropractor duly licensed and registered in Alberta will be accepted where appropriate. Such

documentation may be requested for shorter absences if The City has determined it necessary and gives the Member prior written notice of this requirement. **Effective 2006 September 1, the member shall be reimbursed for the cost of such statements.**

To assess a Member's claim, The City reserves the right to request further information from any physician. When requested, the Member must authorize The City to obtain information from other sources for this purpose. All information requested by The City must be approved before benefit determination is made. Benefits may be denied if The City determines that the information is insufficient or is not provided when requested.

The City may, at any time whether before or after the claim is approved, request from the Member further medical, psychiatric, psychological, or other information considered necessary for the assessment or reassessment of the claim. The information must include, if requested, a complete description of any physical and/or mental Disability, a complete description of any physical and/or mental limitations, a specific diagnosis, a specific prognosis and a treatment plan, prescribed rehabilitation programs (if any), and an expected return to work date.

The City has the right, at its own expense and from time to time, to reasonably require the Member to submit to medical, psychiatric, psychological, educational and/or vocational examinations and evaluations by examiners licensed (where applicable) to practice under the laws of a Province of Canada, selected by The City. Educational and vocational examinations may include a complete description of the Member's education, training and experience and a complete assessment of the Member's potential for employment and a listing of the work for which the Member is qualified by his education, training and experience.

Access to Member's Medical Records/Reports

The City has the right to access a Member's medical records/reports to the extent necessary to assess the Member's entitlement to benefits under this Agreement. Such information is recognized as confidential and will be treated in accordance with The City's Confidentiality Policy (as it relates to medical information) as well as relevant professional Codes of Ethics.

Short-term Disability Benefits

28.03

(a) Members who report to work and who because of Disability are unable to continue to attend to their duties are not eligible for short-term Disability benefits for that day as their regular salary will be paid.

(b) Members who fail to report to work at their regular time because of Disability and who subsequently report for duty on the same day are entitled to short-term Disability benefits for that portion of the day the Member was disabled.

28.04 Where a Member is absent from the workplace due to Disability the Member shall be paid short-term Disability benefits for each period of absence commencing on the first full day of absence and continuing for a maximum of 119 calendar days paid at a rate of 90% of the Member's **Short Term** Pre-Disability Bi-weekly Gross Earnings.

28.05 Benefit payments shall be made directly to the Member by The City on regularly scheduled bi-weekly paydays, if all required documents are submitted.

28.06 If there is a change to the Member's basic wage or salary, as prescribed in Schedule 1 of this Agreement, while the Member is disabled and in receipt of short-term Disability benefits, the Member's **Short Term** Pre-Disability Bi-weekly Gross Earnings will be recalculated, and any changes to benefits and deductions will be effective as of the date of the change to Schedule 1 wages and salaries.

Integration of Short-term Disability Benefits and Vacation Entitlements

28.07 Where a Member becomes Disabled while on scheduled annual vacation the Member may remain on vacation or, at his own discretion and subject to **28.02**, elect to instead receive short-term Disability benefits and reschedule the remainder of his annual vacation at a time mutually agreed on by the Member and The City.

Short-term Disability Recurrence

28.08 If, after a period of Disability, a Member returns to his Own Occupation prior to the expiry of the 119 calendar day period described in Article **28.04** and becomes Disabled again within 12 weeks of his return to work due to causes directly related to the earlier Disability, subject to Article **28.04**, only the balance of the short-term Disability benefits remaining from the earlier related Disability shall be payable. Where the later Disability is unrelated to the earlier Disability, a separate claim shall commence for which all the provisions of this agreement shall apply.

Long-term Disability Benefits

28.09 Subject to Article **27.02**, The City shall administer and bear the internal cost of administering a long-term Disability plan that shall, subject to Article **21** of this collective agreement, provide benefits to Disabled Members who have exhausted the short-term Disability benefits described under Article **28.04**. **The long-term Disability plan benefits payable shall be calculated based on the member's long-term pre-disability gross earnings.**

28.10 All Members shall be required to participate in the long-term disability plan on completion of 90 continuous days employment with The City. **Effective 2006 October 31, eligibility for long-term Disability benefits shall commence from the first day of employment with The City.** The Member is responsible for 100% of the long-term Disability plan premiums. The City shall deduct premium payments through bi-weekly payroll deduction and, where applicable, remit the amounts deducted to the insurer.

Eligibility for Other Benefits while in Receipt of Disability Income Replacement Benefits

28.11 A Member who is Disabled and who is in receipt of Disability income replacement benefits, or who is working in a Rehabilitation Program, shall remain eligible for other benefit coverage including short-term Disability benefits, long-term Disability benefits, Alberta Health Care benefits, dental benefits, hospital, drug and extended health care benefits and group life insurance according to the terms of this Agreement and, unless otherwise specified in this Agreement, based on the Member's **Short-Term Pre-Disability Bi-weekly Gross Earnings** provided the Member was eligible on the date the Disability occurred.

28.12 All benefit premiums normally paid by the Member shall be deducted from the applicable disability income replacement pay on a bi-weekly basis, unless the insurance plan(s) provide(s) for a waiver or non-payment of premiums.

Alberta Health Care Benefits

28.13 The Member is responsible for 100% of the Alberta Health Care premiums. Commencing on the first day of the month following the date of employment, subject to any out of province waiting period, the Alberta Health Care Plan premiums charged to the each Member shall be forwarded by The City through bi-weekly payroll deduction to the proper authority in accordance with provincial regulations.

Dental Benefits

28.14 The City shall provide directly, or by way of a third party provider, a group dental plan. The City shall pay 50% of the cost of the required premium amount through bi-weekly installments. Members of the Association shall pay 50% of the required premium amount through bi-weekly payroll deduction. **Effective 2006 August 1, The City shall pay 80% of the cost of the required premium amount through bi-weekly installments. Members of the Association shall pay 20% of the required premium amount through bi-weekly payroll deduction.**

28.15 Each Member shall participate in the dental plan. Eligibility for benefits under the dental plan shall commence on **date of hire** with The City.

28.16 There shall be no deductible charged for any benefits paid by the plan.

Hospital, Drug and Extended Health Care Benefits

28.17 The City shall provide directly, or by way of a third party provider, a group hospital, drug and extended health care plan. The City shall pay 61% of the cost of the required premium amount through bi-weekly installments. Members of the Association shall pay 39% of the required premium amount through bi-weekly payroll deduction. **Effective 2006 August 1, The City shall pay 70% of the cost of the required premium amount**

through bi-weekly installments. Members of the Association shall pay 30% of the required premium amount through bi-weekly payroll deduction.

28.18 Each Member shall participate in the hospital, drug and extended health care plan. Eligibility for benefits under the hospital, drug and extended health care plan shall commence on **date of hire** with The City.

28.19 There shall be no deductible charges for any benefits paid.

Group Life Insurance

28.20 The City shall provide a group life insurance plan under which The City shall pay for each Member, commencing from the date of employment, 100% of the premiums necessary to provide life insurance coverage equivalent to 100% of the Member's annual basic rate of pay rounded to the next higher \$1,000.00. **Effective 2006 October 26, The City shall pay 100% of the premiums necessary to provide life insurance coverage equivalent to 200% of the member's annual basic rate of pay rounded to the next higher \$1,000.00.** A Member may, at his option commencing from the date of employment, pay 100% of the premiums necessary to provide additional life insurance coverage equivalent to 100% of the Member's annual basic rate of pay rounded to the next higher \$1,000.00.

28.21 The City shall administer an optional group life insurance plan that provides optional life insurance coverage for each Member and their eligible Spouse. The Member through bi-weekly payroll deduction shall pay 100% of the premiums for optional group life insurance.

ARTICLE 29 – GRIEVABILITY, COVERAGE, CONFLICT

29.01 Except for short-term disability coverage (s.28.01 above), The City will contract for the insurance plans to provide health and benefits outlined in Articles **27** and **28**. The City in providing benefits under any insurance policies will not be considered the insurer. The City retains the right to change insurance carrier(s), after consultation with the Association. The insurance plans and policies are not part of nor are any of them to be considered incorporated into this Collective Agreement. Any claims, adjudications or appeals under the terms of the insurance plans, or under the provisions of a short-term disability benefits administration contract, will be subject to the procedures provided within those insurance plans, policies or administration contracts and will not, in any case, be the subject of any grievance or arbitration proceeding under the terms of this Collective Agreement.

29.02 Coverage and eligibility for short-term disability (sickness and accident), long-term disability, dental benefits, and hospital, drug and extended health care benefits, shall be no less than the coverage and eligibility that existed on 24 December 2001 (at MEBAC Level 2, where applicable), or the equivalent.

29.03 Subject to Article **29.02**, where there is a conflict in benefit coverage eligibility, coverage, or cessation of coverage, between the provisions of Articles **27** and **28** and the provisions of the insurance plan and short-term disability plans, the provisions of the insurance plan and short-term disability plans shall prevail.

ARTICLE 30 - PROMOTIONS

30.01 CALGARY FIRE DEPARTMENT STRUCTURE

The Fire Department shall be divided into the following promotional divisions:

30.01.01 FIRE SUPPRESSION DIVISION which shall include the following job classifications, plus any additions or deletions agreed upon between the Department and the **Association**:

- | | | |
|----|---|-----------------|
| a) | Battalion Chief | FF-04126 |
| b) | Fire District Chief | FF-04121 |
| c) | Fire Captain | FF-04111 |
| d) | Fire Lieutenant | FF-04106 |
| e) | Senior Firefighter (Nozzle) | FF-04180 |
| f) | Senior Firefighter (Qualifications) – grandfather | FF-04204 |
| g) | Senior Firefighter | FF-04104 |
| h) | Firefighter, Qualifications | FF-04105 |
| i) | Firefighter 5 th year | FF-04199 |
| | 4 th year | |
| | 3 rd year | |
| | 2 nd year | |
| | 1 st year | |
| j) | Fire Investigator | FF-04195 |

30.01.02 FIRE STAFF DIVISION which shall include the following job classifications, plus any additions or deletions agreed upon between the Department and the **Association**:

- | | | |
|-----|--|-----------------|
| (A) | Fire Marshall | FF-04166 |
| (B) | Fire Investigations Coordinator | FF-04165 |
| (C) | Coordinator/Disaster Services | FF-04135 |
| (D) | Coordinator/Hazardous Materials | FF-04140 |
| (E) | Airport Fire Chief | FF-04123 |
| (F) | Fire Prevention Inspector II | FF-04163 |
| (G) | Technical Services Officer | FF-04161 |
| (H) | Fire Inspections Coordinator | FF-04108 |
| (I) | Hazardous Materials Officer | FF-04141 |
| (J) | Disaster Services Officer | FF-04133 |
| (K) | Health and Safety Officer | FF-04176 |
| (L) | Fire Training Officer | FF-04191 |
| (M) | Assistant Medical Officer | FF-04181 |

(N)	Arson Investigator	FF-04155
(O)	Fire Prevention Inspector I	FF-04162
(P)	Public Information Officer	FF-04150
(Q)	Health and Safety Coordinator	FF-04114
(R)	Recruitment Coordinator	FF-04136
(S)	Recruitment Officer	FF-04112
(T)	Assistant Chief Training Officer	FF-04190
(U)	Wellness Fitness Officer	FF-04113
(V)	Fire Information Systems Coordinator	FF-04116
(W)	Community Safety Officer	FF-04109
(X)	Community Safety Coordinator	FF-04115
(Y)	Fire Prevention Training Officer	FF-04193

30.01.03 FIRE DEPARTMENT MECHANICAL DIVISION which shall include the following job classifications, plus any additions or deletions agreed upon between the Department and the **Association**:

(A)	Chief Fire Mechanic	FO-04201
(B)	Shop Foreman	FO-03375
(C)	Fire Mechanic II	FO-03374
(D)	Fire Mechanic I	FO-03369
(E)	Fire Journeyman Painter	FO-03426

30.02 The appointment of members to established Fire Staff Division classifications that receive higher rates of pay shall also entitle them to wear the rank and insignia identified with that rate of pay.

<u>Job Title</u>	<u>Rate of Pay and Insignia</u>
Chief Training Officer	Division Chief
Coordinator/Airport Emergency Services	District Chief
Coordinator/Disaster Services	District Chief
Coordinator/Hazardous Materials	District Chief
Disaster Services Officer	Captain
Hazardous Materials Officer	Captain
Training Officer	Captain
Public Information Officer	Captain
Rescue and Safety Officer	Captain
Assistant to the Medical Director	Captain
Assistant Rescue and Safety Officer	Lieutenant
Standards and Assessment Officer	Lieutenant
Field Trainer Coordinator	Lieutenant

and any other positions that may be established.

30.03 In the event of a reduction in staff as per **Article 3** of the Collective Agreement, the word "Division" as contained within **Article 30** shall not mean "Section".

30.04 PURPOSE

30.04.01 To give all members of the Department equal opportunity for promotion in the service.

30.04.02 To select from the current Department Eligibility List those who are qualified by desire, ability and seniority, to promote in the interests of efficiency, public protection and service.

30.05 ADMINISTRATION

30.05.01 PROMOTIONAL BOARD

30.05.01.01 This Article shall be administered by a Promotional Board which shall consist of:

- a) Co-Chairpersons - Deputy Fire Chief, President IAFF Local 255
- b) Chief Training Officer
- c) One **Fire Battalion Chief** appointed by the Fire Chief
- d) Two members of Officer Rank appointed by the **Association**
- e) The Department may appoint one non-voting alternate of Officer Rank
- f) The **Association** may appoint one non-voting alternate of Officer Rank

30.05.01.02 The Promotional Board shall conduct normal business with the members listed as **per above**. The **Association** alternate shall participate at the sole discretion of the **Association** President and the Department alternate shall participate at the sole discretion of the Deputy Fire Chief.

30.05.01.03 In the event of disagreement or uncertainty relating to **Article 30**, the Co-Chairpersons will be asked to settle the concern. If the area of concern still cannot be resolved, the parties may proceed with the Grievance Procedure as outlined in the current Collective Agreement.

30.05.01.04 The Department shall allow the **Association** appointees as per 30.05.01.01 any time necessary from their regular duties to carry out the responsibilities as a Promotional Board Member. The **Association** shall reimburse the **Association** appointees for all Promotional Board responsibilities carried out on their own time.

30.05.02 PROMOTIONAL BOARD RESPONSIBILITIES

It shall be the responsibility of the Promotional Board to:

- a) Set and grade Promotional examinations and interviews conducted as per 30.07.01.
- b) Appraise the Department Record of promotional candidates under 30.07.01.
- c) Appraise the Personal Assessments (Ratings) of promotional candidates under 30.07.01.
- d) Report to the Fire Chief all candidates who qualify for promotion.

30.05.03 EXAMINATIONS AND INTERVIEWS

30.05.03.01 Examinations and interviews shall be set, graded and averaged by the Promotional Board. In grading examinations and interviews, each member of the Promotional Board shall mark each candidate and the average of the four **(4)** marks shall be the candidate's grade for the examination. The Promotional Board will indicate on the grading summary any area of weakness shown in the candidate's examination.

30.05.03.02 Examination and interview questions shall be chosen to indicate the candidate's knowledge of fire fighting, fire prevention and administration as applied to the rank for which he/she is attempting to qualify.

30.05.03.03 Material used for examination shall be taken from:

- a) Calgary Fire Department Training Manual
- b) Calgary Fire Department **Policies and Procedures**
- c) Alberta Safety Codes Act and the Alberta Fire Code as applied to the position being applied for.
- d) In-service training materials which form a part of the Calgary Fire Department Training Programs.
- e) All examinations material shall be approved by the Promotional Board.

30.05.04 DEPARTMENT RECORD

30.05.04.01 The Promotional Board shall appraise the entire Department Record of candidates for promotion. This record or history of promotional candidates on the department will be used by the Promotional Board to determine the members' progress during their service. This record will show any commendations or adverse reports which might show in the members' personal character or qualities something that could reflect on their ability and value as officers.

30.05.04.02 In grading this Department Record, each member of the Promotional Board shall mark each candidate and the average of the four **(4)** marks shall be the candidate's grade for Department Record.

30.05.05 PERSONAL ASSESSMENTS (RATINGS)

30.05.05.01 The Promotional Board shall appraise all the Personal Assessments (Ratings) of candidates for promotion. Although members may qualify by examination, their personal qualifications in areas that cannot be measured by an examination are of importance in carrying out their responsibilities as officers.

30.05.05.02 In grading Personal Assessments (Ratings), each candidate for promotion shall be assessed by their **Fire Captain, Fire District Chief and Fire Battalion Chief**. The average of three (3) marks shall be the candidate's grade for Personal Assessments (Ratings).

30.05.06 TOTAL MARK CALCULATION

30.05.06.01 The Promotional Board shall use the following calculation for determining the total grade for candidates for promotion:

- a) Written Examination 80% of the average grade as per 30.05.03.01
- b) Department Record 10% of the average grade as per 30.05.04
- c) Personal Assessments 10% of the average grade as per 30.05.05

30.05.06.02 An overall total of seventy per cent (70%) of the combined total of **a, b, c** above will be required as a passing grade. All candidates who attain the seventy per cent (70%) total shall be considered qualified and eligible for promotion.

30.05.06.03 After a full review of 30.05.06.01 and 30.05.06.02 above, the Promotional Board shall report to the Chief all candidates who are qualified and eligible for promotion as per 30.05.02 D).

30.05.06.04 Should a candidate fail to attain a passing grade as per 30.05.06.02 above or should he/she refuse or fail to compete for promotion, he/she may compete again at the next annual examination, however, he/she shall not be qualified to act in a higher classification during the interim.

30.05.06.05 All members qualifying on any annual examination shall not be required to re-qualify on subsequent annual examinations held for the same rank, but shall remain qualified for said rank until promoted.

30.05.07 PROMOTIONAL POSTINGS

30.05.07.01 All postings for promotion or Special Assignment shall list the following information:

- a) Title of position
- b) Date of examination or interview
- c) Number of positions to be competed for
- d) Qualifications for the posted position as per **Article 30**
- e) Rate of pay for the posted position as per the current Collective Agreement
- f) Closing date for letters of intent to compete
- g) Job descriptions/requirements for the posted position

30.06 GENERAL PROMOTIONAL ELIGIBILITY PROVISIONS

30.06.01 Should vacancies occur in any of the above classifications within the respective Divisions, personnel utilized for acting purposes shall be selected from the current Department Eligibility List (also known as the "Nominal Roll") within the respective Division of the members in the next lower rank subject to the terms of this Agreement.

30.06.02 Original eligibility or Departmental seniority will be the position of the member on the Department Eligibility List at the time of the completion of the member's first year probationary period. First year probationary fire fighters will be ranked and placed on the Department Eligibility List as per Department practice following the final member on the most recent Department Eligibility List.

30.06.03 Divisional eligibility or seniority will be the date of confirmation of rank within the respective Division in the case of officers.

30.06.04 Fire Fighters and/or Officers transferring to other Divisions from the Fire Suppression Division will retain their earned eligibility position in the Fire Suppression Division. Requests, in writing, for transfer back to the Fire Suppression Division (to the member's original rank and position on the Department's Eligibility List) will be honored. Such transfers will be made without prejudice as vacancies in the Fire Suppression Division permit.

- 30.06.05 All classifications included within the Fire Staff Division shall be subject to the following conditions for advancement within the Fire Suppression Division:
- a) They shall be allowed to compete on the Fire Suppression Company Officers competition at the same time they would have normally written the examination, based on their relative position on the Department Eligibility List.
 - b) If they are successful in the Fire Suppression Company Officers competition, they shall remain qualified for the position and shall progress in their qualification relative to their position on the Department Eligibility List to **Fire** Lieutenant and **Fire** Captain. If they are unsuccessful, they shall be allowed to re-qualify under the terms of this Agreement and shall then progress relative to their new position on the Department Eligibility List.
 - c) Reappointment to the Fire Suppression Division shall be based on:
 - i) A vacancy in the rank for which the member is qualified by examination qualification and the member's position on the Department Eligibility List.
 - ii) If a member is assigned apart from the Fire Suppression Division for a five (5) year period then the member must complete a re-entry training program prior to assuming his/her original rank and position on the Eligibility List.

- 30.06.06 A member's position on the Department Eligibility List may be lost or a member placed in a lower position on the Department Eligibility List for cause. Cause shall be interpreted to mean:
- a) Proven poor performance in the rank currently held.
 - b) Failure to qualify as per 30.05.06.02.
 - c) Refusal to compete when entitled to by seniority. Special consideration shall be given to members unable to compete by reason of sickness or other serious inability to compete.
 - d) For the purposes of this **Article** a failure to submit a letter of intent to compete for the Fire Suppression Company Officer, **Fire** District Chief Officer or **Fire Battalion Chief** competitions or a failure to attend an examination or interview shall constitute a refusal.
 - e) Members qualifying on their second or subsequent examinations shall lose any promotions made while they were disqualified. Such members shall be placed at their relative seniority position below those members who competed the year before.

30.06.07 Department Administration will make every effort to fill vacancies in those ranks where scheduled competitions are not held on a yearly basis to ensure acting personnel have the opportunity to compete for confirmed positions in a timely manner.

30.07 FIRE SUPPRESSION PROMOTIONAL PROCESSES

30.07.01 FIRE SUPPRESSION DIVISION – COMPANY OFFICER (FIRE LIEUTENANT AND FIRE CAPTAIN) PROMOTIONAL PROCESS

30.07.01.01 Members desiring promotion to Company Officer shall be subject to the following terms and conditions:

- a) Candidates shall be selected by seniority as listed on the current Department Eligibility List of Fire Fighters.
- b) The number participating in each annual examination will be determined by the number of vacancies projected for the current year plus a small margin to allow for possible candidate failure to qualify.
- c) The Promotional Board will select the members to compete by their position on the Eligibility List from those requesting to compete, in writing, in accordance with the number required to compete. The Promotional Board will immediately notify all applicants, in writing, as to whether they will be competing or not. Allowance will be made for eligible members who may be on vacation.

30.07.01.02 Fire Suppression Company Officer examinations shall be conducted within the ten (10) day period prior to March 31st of each year (if required). Notice of such examinations shall be posted at least one hundred and twenty (120) days prior to the examinations. **Members wishing to participate will notify the Promotional Board in writing at least ninety (90) days prior to the examination.**

30.07.01.03 Fire Suppression Company Officer examinations shall be held in accordance with 30.05.03, 30.05.04, 30.05.05, 30.05.06 and 30.05.07.

30.07.01.04 Members qualifying on their second or subsequent annual examinations shall lose any promotions made while they were disqualified.

30.07.01.05 In the event of insufficient promotional opportunity as required in 30.07.01.02, members that have competed on the last Annual Examination and failed, shall be given the opportunity to be re-examined and if successful, shall either resume their original eligibility position or be placed at their

relative position at the top of the Eligibility List.

- 30.07.01.06 Members promoted to the rank of **Fire** Lieutenant and having served in a satisfactory manner for one (1) year, will be placed in their relative eligibility position for promotion to the rank of **Fire** Captain. Such Officers shall be promoted as vacancies occur in order of their eligibility. No further examination will be required for such promotion.

30.07.02 **FIRE SUPPRESSION FIRE DISTRICT CHIEF OFFICERS PROMOTIONAL PROCESS**

- 30.07.02.01 The **Fire** District Chief Officers Pool shall consist of **twelve (12) Fire** Suppression **Fire** Captains (qualified for promotion to **Fire** District Chief) who shall be utilized as replacements for any vacancies in the above positions, caused by vacation, illness, retirements, etc.

- 30.07.02.02 In the event that this relief pool is fully utilized through promotions or acting, then the most senior **Fire** Captain eligible shall be the next individual utilized for acting purposes.

- 30.07.02.03 Members will be eligible to compete or re-compete for promotion to the **Fire** District Chief Officers Pool subject to the following terms and conditions:

- a) There are vacancies in the Pool
- b) **Only those Captains who have been confirmed in the position of Captain for a period of two (2) years or greater as of the competition closing date shall be eligible for the District Chief position.**

- 30.07.02.04 The **Fire** District Chief Officers Pool selection process shall be conducted in the month of November in each year (if required). Should additional competitions be required, such may be held on an as needed basis. Notice of all examinations and interviews shall be posted at least forty-five (45) days prior to the selection process beginning. **Members wishing to participate will notify Fire Department Administration in writing prior to the competition closing date.**

- 30.07.02.05 The **Fire** District Chief Officers Pool selection procedure may consist of interviews and an assessment centre, administered by the Fire Department Administration. While the process will

usually consist of the aforementioned items, if alternative processes are considered, the alternatives will be discussed with the **Association** Executive before implementation. Fire Department Administration and the **Association** shall conduct informational sessions for candidates prior to beginning the selection process. Attendance at such informational sessions shall be voluntary.

- 30.07.02.06 Successful candidates shall move into the **Fire** District Chief Officers Pool in order of Department seniority as determined by the Department Eligibility List. As vacancies occur promotion to the rank of **Fire** District Chief shall be by Department seniority as determined by the Department Eligibility List.
- 30.07.02.07 **Fire** Captains already qualified by examination as of the signing date of this Agreement shall be promoted to **Fire** District Chief in order of Departmental seniority as determined by the Department Eligibility List.
- 30.07.02.08 Members, who are qualified to compete for the **Fire District** Chief Officers Pool, that desire not to compete but choose to remain as competent Company Officers are encouraged to do so with the full understanding that their choice does not detract from their ability as a Company Officer.
- 30.07.02.09 All acting in the **Fire** District Chief Officer bracket shall be carried out by qualified **Fire** Captains in the Chief Officers Pool. In the event the total qualified pool has been utilized and there are one (1) or more **Fire** District Chief positions required to be filled by an acting rank, then the Senior eligible **Fire** Captain on the shift shall receive said acting.
- 30.07.02.10 Should a member fail to qualify on the annual examination, the member may compete again at the next annual examination (provided there are vacancies in the pool). All members qualifying on any annual examination shall not be required to re-qualify in subsequent annual examinations held for the same rank, but shall remain qualified for said rank until promoted.

30.07.03 FIRE SUPPRESSION **FIRE BATTALION** CHIEF OFFICERS
PROMOTIONAL PROCESS

- 30.07.03.01 All **confirmed and qualified** Fire Suppression **Fire** District Chiefs are eligible to compete for **Fire Battalion Chief**

positions.

30.07.03.02 Competitions shall consist of interviews with members of Fire Department Administration and Senior Fire Suppression Officers. If an alternative process is considered, the alternative will be discussed with the **Association** Executive before implementation.

30.07.03.03 Candidates shall be advised of the competition in writing by Fire Department Administration.

30.08 FIRE STAFF DIVISION PROMOTIONAL PROCESS

30.08.01 SENIOR FIRE STAFF PROMOTIONAL PROCESS

30.08.01.01 For the purposes of this **Article**, Senior Fire Staff classifications shall be as outlined under 30.01.02.

30.08.01.02 Competitions shall consist of interviews with members of Fire Department Administration and Senior Suppression or Staff Officers. If an alternative process is considered, the alternative will be discussed with the **Association** Executive before implementation.

30.08.01.03 Candidates shall be advised of the competition in writing by Fire Department Administration forty-five (45) days prior to the interviews taking place. **Members wishing to participate will notify Fire Department Administration in writing prior to the competition closing date.**

30.08.01.04 All members with ten (10) years seniority as per the Department Eligibility List as of the posting date shall be eligible to compete for Senior Fire Staff positions.

30.08.02 JUNIOR FIRE STAFF PROMOTIONAL PROCESS

30.08.02.01 Junior Fire Staff classifications shall be as outlined under 3.01.02 (J)-(V) being Technical Services Officers, Special Services Officers, Hazardous Materials Officers, Disaster Services Officers, Fire Training Officers, the **Health** and Safety Officer, the Assistant to the Medical Officer, Arson Investigators, Fire Prevention Inspector I, the Public Information Officer, Standards and Assessments Officer, and Field Trainer Coordinator.

30.08.02.02 Competitions shall consist of interviews with a selection panel

consisting of the two **Association** Promotional Board appointees as per 30.05.01.01 d) and two appointees designated by Department Administration. The Department Administration may also appoint an additional panel member having expertise within the Division containing the competition classification.

30.08.02.03 All members who have attained First Class Fire Fighter rank shall be eligible to compete in Junior Fire Staff competitions except where noted in this **Article**.

30.08.02.04 Promotion to the Junior Fire Staff classifications of Fire Prevention Inspector II and Fire Investigator as outlined under 30.01.02 (H) and (I) shall be made in accordance with Divisional seniority as per **Article 30.06.03**. No further competition or interviews shall take place.

30.08.02.05 Notice of Junior Fire Staff competitions shall be posted at least forty-five (45) days prior to the examination. **Members wishing to participate will notify the Promotional Board in writing prior to the competition closing date.**

30.09 SPECIAL ASSIGNMENTS

30.09.01 Whenever the need arises for any Special Assignment of personnel to Special Projects which are of concern and are consistent with the overall objectives of our department and such assignment will be of a duration that exceeds thirty (30) calendar days, it shall require:

- a) The posting, by way of regular distribution to all Fire Stations, Fire Prevention Bureau, Training Section, and Mechanical Shop, **all the specifics of the assignment.**
- b) The Department Administration shall determine by way of examination or other evaluation the selection of the assignee, giving due consideration to any candidate's desire for the assignment, his ability to perform the task and seniority.
- c) The posting of the assignment to provide thirty (30) days lead time for applicants to respond. When there is extreme urgency requiring more immediate attention, the Department Administration through agreement with the **Association** may institute a lesser time limitation.
- d) Notwithstanding 30.09.01 above, the **Association** and the Department may extend any thirty (30) day posting by mutual agreement.

30.09.02 All members on Special Assignment shall receive compensation at one full rank above their confirmed position. For the purposes of this Article, all Fire Fighters as per 30.01.01 (E) - **(I)** on Special Assignment shall be compensated at the rank of **Fire** Lieutenant.

ARTICLE 31 - COMMUNITY FIRE SERVICES DIVISION - TRANSFERS AND PROMOTIONS

The parties agree to the following terms and conditions of employment with respect to the Community Fire Services Division:

31.01 Establishment of the Community Fire Services Division

The Community Fire Services Division shall be under the supervision of the Fire Marshal (classification FF-04166) and shall be divided into three (3) sections, namely the Fire Inspections section, the Fire Investigations section **and** the Community Safety section. Each section within the Community Fire Services Division shall be under the supervision of a Coordinator who shall oversee and supervise members occupying the classifications within that section as set out below:

Fire Inspections Section

- Fire Inspections Coordinator
- Fire Prevention Inspector II
- Fire Prevention Training Officer
- Technical Services Officer
- Fire Prevention Inspector I

Fire Investigations Section

- Fire Investigations Coordinator
- Fire Investigator
- Arson Investigator

Community Safety Section

- Community Safety Coordinator
- Community Safety Officer

31.02 Transfer Into and Within the Community Fire Services Division

Except where otherwise specified under the terms of this Agreement, opportunity for transfer into the Community Fire Services Division from another Fire Department Division, or transfer from one section to another within the Community Fire Services Division, shall occur only when a vacancy exists in the classifications of Fire Prevention Inspector I or Community Safety Officer. Only those members within the Fire Department who have attained the Fire Suppression Division classification of Firefighter 5th year paid at 100% index (First Class) as of the closing date of the competition shall be eligible to compete for the classifications of Fire Prevention Inspector I or Community Safety Officer.

31.03 Promotion to Fire Prevention Training Officer and Technical Services Officer
Only those members who have completed a minimum six (6) consecutive years confirmed in the classification of Fire Prevention Inspector I as of the closing date of the competitions who, subject to **Article** 31.04, have attained the qualification of Safety Codes Officer Inspector Level 2 as provided in the Alberta Safety Codes Act as amended from time to time shall be eligible to compete for vacancies in the classifications of Fire Prevention Training Officer or Technical Services Officer. The Department may, by competition, select a qualified Fire Prevention Inspector I to act in the classification of Technical Services Officer on a temporary basis in advance of such member occupying the classification without further competition when a vacancy occurs.

31.04 Staff Development Courses

The parties agree that Safety Codes Officer qualification course work required under the Alberta Safety Codes Act as amended from time to time shall be provided by the Department and successfully completed by members that have been promoted to the classifications of Fire Prevention Inspector I and Arson Investigator. Subject to the terms of this Agreement the Department agrees to provide instruction, course materials, on-duty training time and other employment support necessary to achieve such Safety Codes Officer qualifications in accordance with the following:

Inspections Section:

Members appointed to Fire Prevention Inspector I:

- a) Safety Codes Officer Inspector Level 1 within two (2) years of appointment to Fire Prevention Inspector I.
- b) Safety Codes Officer Inspector Level 2 within six (6) years of appointment to Fire Prevention Inspector I.

Investigations Section:

Members appointed to the Arson Investigator Relief Pool pursuant to **Article** 31.07:

- a) Safety Codes Officer Investigator Level 1.

Members appointed to Arson Investigator:

- b) Safety Codes Officer Investigator Level 2.

The Department further agrees to ensure each member is provided the opportunity to qualify beginning with the most senior member in the section and continuing on the basis of section seniority.

31.05 Promotion to Fire Prevention Inspector II

In the event of a vacancy in the classification of Fire Prevention Inspector II, subject to **Articles** 31.08 and 31.09, the member with the most Fire Inspections Section seniority who has attained the qualifications of Safety Codes Officer

Inspector Level 2, as provided in the Alberta Safety Codes Act as amended from time to time, shall be offered a promotion to the classification of Fire Prevention Inspector II.

31.06 Promotion to Fire Inspections Coordinator

Only those members who as of the closing date of the competition are confirmed in the classifications of Fire Prevention Inspector II, Fire Prevention Training Officer or Technical Services Officer and who have completed ten (10) years service with the Fire Department as per the Department Eligibility List including minimum seven (7) consecutive years within the Fire Inspections section and who have attained the qualifications of Safety Codes Officer Inspector Level 2, as provided in the Alberta Safety Codes Act as amended from time to time, shall be eligible to compete for the classification of Fire Inspections Coordinator. The parties agree that for the initial Fire Inspections Coordinator competition only, in addition to the above specified eligible members, additional eligible members shall include those who have completed ten (10) years service with the Fire Department as per the Department Eligibility List and completed minimum seven (7) consecutive years as an Inspector within the current Fire Prevention Bureau and have attained the qualifications of Safety Codes Officer Inspector Level 2 as provided in the Alberta Safety Codes Act.

31.07 Arson Investigator Relief Pool

Upon the effective date of this Agreement the Department agrees to maintain by way of competition subject to the terms of this Agreement not less than three (3) permanent Arson Investigator positions and establish and maintain an Arson Investigator Relief Pool of not less than two (2) members. Should there be an alteration or restructuring of the Arson Unit, the parties agree that a permanent Arson Investigator position that becomes redundant or unnecessary shall be reclassified within the Fire Investigations section or Fire Inspections section at an equivalent or higher pay index. Except for members confirmed in the classification of Fire Investigator and any classification indexed at a rate of 138% or above, any member who, as of the effective date of this Agreement, has completed minimum four (4) consecutive years confirmed in the classification of Fire Prevention Inspector I and as of the closing date of the competition has, subject to **Article** 31.04 attained the qualification of Safety Codes Officer Inspector Level 1 as provided in the Alberta Safety Codes Act as amended from time to time shall be eligible to compete for a position in the Arson Investigator Relief Pool. It is understood and agreed to by the parties that in any competition for positions in the Arson Investigator Relief Pool, any service in the classification of Arson Investigator either previous to or subsequent to the effective date of this Agreement and any qualifications above that of Safety Codes Officer Inspector Level 1 shall have no bearing on a member's candidacy and shall not be considered by the Promotional selection panel as candidate selection criteria. Where more than one (1) member is appointed to a position in the Arson Investigator Relief Pool such appointments shall be based on Fire Inspections section seniority. Where a member is appointed to the Arson Investigator Relief

Pool the member shall in accordance with **Article** 31.04 qualify as Safety Codes Officer Investigator Level 1 as provided in the Alberta Safety Codes Act as amended from time to time.

31.08 Transitional Promotions to Arson Investigator

For the purposes of this clause the words “Current Arson Investigator” shall mean a member who is confirmed in the classification of Arson Investigator on the effective date of this Agreement. Effective the date of this Agreement, each Current Arson Investigator shall be given the option to vacate or remain in his position. If any of the Current Arson Investigators vacate their positions, pursuant to this clause, a one-off competition with twenty-one (21) days written notice to all eligible members shall be held to fill such vacancies. All members who have completed four (4) consecutive years confirmed in the classification of Fire Prevention Inspector I as of the closing date of the competition, Fire Prevention Inspector II members, Technical Services Officer members, the Fire Prevention Training Officer and the Current Arson Investigators who elect to vacate their positions shall be eligible to compete, however, Current Arson Investigators who elect to vacate their positions shall remain temporarily in their positions until the outcome of the one-off competition. Subject to the terms of this Agreement Current Arson Investigators who elect to vacate their position, who do not participate in or who are unsuccessful in a one-off competition for Arson Investigator pursuant to this clause shall, in either case at the appropriate time, be transferred to the Fire Inspections section in the classification of Fire Prevention Inspector I (with retained Fire Inspections section seniority) whereupon such member shall retain all rights and entitlements under the terms of this Agreement and be eligible to participate in any future competitions subject to the terms of this Agreement. Notwithstanding anything in this Agreement that states otherwise, if a Current Arson Investigator elects to remain in his position such member shall be ineligible to participate in a competition held pursuant to this clause and shall upon completion of five (5) consecutive years in his position calculated from his original date of confirmation be transferred to the Fire Inspections section in the classification of Fire Prevention Inspector I (with retained Fire Inspections section seniority) whereupon he shall retain all rights and entitlements under the terms of this Agreement and be eligible to participate in any future competitions subject to the terms of this Agreement. It is understood and agreed to by the parties that in any competition held pursuant to this clause, any service in the classification of Arson Investigator either previous to or subsequent to the effective date of this Agreement and any qualifications above that of Safety Codes Officer Inspector Level I shall have no bearing on a member’s candidacy and shall not be considered by the Promotional selection panel as candidate selection criteria.

31.09 Promotion to Arson Investigator

Subject to **Article** 31.08, on the effective date of this Agreement, in the event of a vacancy in the classification of Arson Investigator, the Fire Prevention Inspector I with the most Arson Investigator Relief Pool seniority shall be immediately offered a promotion to the classification of Arson Investigator. In the event of equal

Arson Investigator Relief Pool seniority amongst more than one eligible member, the member with the most Inspections section seniority shall be offered the promotion (or where such eligible members were the initial Arson Investigator Relief Pool members established pursuant to this Agreement, prior Fire Prevention Bureau seniority). Upon the completion of one (1) year confirmed in the classification of Arson Investigator a member's seniority within the Fire Inspections section shall be lost. Where a member is confirmed in the classification of Arson Investigator the member shall in accordance with **Article 31.04** qualify as Safety Codes Officer Investigator Level 2 as provided in the Alberta Safety Codes Act as amended from time to time.

31.10 Promotion to Fire Investigator

In the event of a vacancy in the classification of Fire Investigator the member with the most Arson Investigator seniority who has attained the qualifications of Safety Codes Officer Investigator Level 2 as provided in the Alberta Safety Codes Act as amended from time to time shall be offered a promotion to the classification of Fire Investigator. In the event of equal Arson Investigator seniority amongst more than one qualified member, the member with the most Inspections section seniority shall be offered the promotion (or where such qualified members were the initial Arson Investigators established pursuant to this Agreement, prior Fire Prevention Bureau seniority).

31.11 Promotion to Fire Investigations Coordinator

Only those members who as of the closing date of the competition have completed ten (10) years service with the Fire Department as per the Department Eligibility List and are confirmed in the classification of Fire Investigator and have attained the qualifications of Safety Codes Officer Investigator Level 2 as provided in the Alberta Safety Codes Act as amended from time to time, shall be eligible to compete for the classification of Fire Investigations Coordinator. The parties agree that for the initial Fire Investigations Coordinator competition only, in addition to the above specified eligible members, additional eligible members shall include those who have completed minimum five (5) years service as an Arson Investigator or minimum five (5) years service as a Fire Prevention Investigator or a combination of minimum five (5) years service as an Arson Investigator and a Fire Prevention Investigator and have completed minimum (10) years with the Fire Department as per the Department Eligibility List and have attained the qualifications of Safety Codes Officer Investigator Level 2 as provided in the Alberta Safety Codes Act.

31.12 Promotion to Community Safety Coordinator

All members with ten (10) years seniority as per the Department Eligibility List as of the closing date of the competition shall be eligible to compete for the classification of Community Safety Coordinator.

31.13 Promotion to Fire Marshal

All members with ten (10) years seniority as per the Department Eligibility List as

of the closing date of the competition who have attained the qualifications of Safety Codes Officer Inspector Level 1 as provided in the Alberta Safety Codes Act as amended from time to time shall be eligible to compete for the classification of Fire Marshal.

31.14 Acting within the Community Fire Services Division

Where for any reason, including but not limited to vacation or disability, a temporary vacancy occurs in the classification of:

- a) Fire Prevention Inspector II, subject to **Articles** 31.08 and 31.09, the member with the most Fire Prevention Inspector I classification seniority shall act as Fire Prevention Inspector II.
- b) Fire Inspections Coordinator, the member with the most Fire Prevention Inspector II classification seniority shall act as Fire Inspections Coordinator.
- c) Arson Investigator, only members who have successfully competed for a position in the Arson Investigator Relief Pool shall act as Arson Investigator, such acting opportunities to be based on Arson Investigator Relief Pool seniority. In the event of equal Arson Investigator Relief Pool seniority amongst more than one Arson Investigator Relief Pool member, the member with the most Inspections seniority shall act as Arson Investigator (or where such eligible members were the initial Arson Investigator Relief Pool members established pursuant to this Agreement, prior Fire Prevention Bureau seniority).
- d) Fire Investigator, subject to **Article** 31.10, the member with the most Arson Investigator classification seniority shall act as Fire Investigator.
- e) Fire Investigations Coordinator, the member with the most Fire Investigator classification seniority shall act as Fire Investigations Coordinator.
- f) Community Safety Coordinator the member with the most Community Safety Officer classification seniority shall act as Community Safety Coordinator.
- g) Fire Marshal, the member with the most seniority in **either the Inspector or Investigations** Coordinator classifications within the Community Fire Services Division who is qualified as a Safety Codes Officer Inspector Level 1 as provided in the Alberta Safety Codes Act as amended from time to time shall act as Fire Marshal.

31.15 Grandfather to 126% Index

Members of the Community Fire Services Division indexed at the one hundred twenty-six percent (126%) rate as of the effective date of the Memorandum of Agreement who compete subsequently for classifications that pay at a lesser rate shall be grand-fathered at the one hundred twenty-six percent (126%) rate.

31.16 New Arson Investigator Index

Amend Wages and Salaries – Schedule No. 1 Part A of the Collective Agreement to show the Arson Investigator classification (FF-04155) paid at an index rate of one hundred twenty-four percent (124%).

31.17 Deletion of Classifications

Amend Wages and Salaries – Schedule No. 1 Part A of the Collective Agreement by deleting the classifications of Assistant Fire Marshall (FF-04165). Supervisor of Inspectors (FF-04164) and Special Services Officer (FF-04108).

31.18 Amend Wages and Salaries – Schedule No. 1 Part A of the Collective Agreement by inserting new classifications of Fire Investigations Coordinator and Fire Inspections Coordinator both at an index of one hundred thirty-eight percent (138%).

31.19 Amend **Article** 30.01.02 to include the classification of Fire Investigations Coordinator, Fire Inspections Coordinator, Community Safety Coordinator, Community Safety Officer, Fire Prevention Training Officer and Fire Investigator. Amend **Article** 30.08.01.01 to include the classifications of Fire Investigations Coordinator, Fire Inspections Coordinator and Community Safety Coordinator. Amend **Article** 30.01.02 to include the classifications of Community Safety Officer and Fire Prevention Training Officer.

Signed this _____ day of _____ 2007 in The City of Calgary

FOR THE CORPORATION OF THE
CITY OF CALGARY

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 255

CITY MANAGER

PRESIDENT

CITY CLERK

RECORDING SECRETARY

WAGES AND SALARIES - SCHEDULE NO. 1

PART A - FIREFIGHTERS' PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	Index	01/01/04 (Hourly)	01/01/04 (Monthly)	01/01/05 (Hourly)	01/01/05 (Monthly)
	FIRE SUPPRESSION MEMBERS					
FF-04126	Fire Battalion Chief	159	45.48	8309	47.16	8616
FF-04121	Fire District Chief	138	39.47	7212	40.93	7478
FF-04111	Fire Captain	126	36.04	6585	37.37	6828
FF-04106	Fire Lieutenant	115	32.90	6010	34.11	6232
FF-04180	Senior Firefighter (Nozzle)	107	30.61	FF92	31.74	5798
FF-04204	Senior Firefighter (Qualifications) – Grandfather	105	30.03	5487	31.14	5690
FF-04104	Senior Firefighter	104	29.75	5435	30.85	5636
FF-04105	Firefighter (Qualifications)	102	29.18	5331	30.25	5527
FF-04103	Fourth Year 1st Class	100	28.60	5226	29.66	5419
	Third Year (Second Six Months)	95	27.18	4965	28.18	5148
	Third Year (First Six Months)	90	25.74	4703	26.69	4877
	Second Year (Second Six Months)	85	24.31	4442	25.21	4606
	Second Year (First Six Months)	80	22.88	4181	23.73	4335
	First Year	70	20.02	3658	20.76	3793
FF-04195	Fire Investigator	126	36.04	6585	37.37	6828
	FIRE STAFF MEMBERS					
FF-04123	Airport Fire Chief	138	41.45	7212	42.98	7478
FF-04190	Assistant Chief Training Officer	138	41.45	7212	42.98	7478
FF-04191	Fire Training Officer	126	37.84	6585	39.24	6828
FF-04113	Wellness Fitness Officer	126	37.84	6585	39.24	6828
FF-04112	Recruitment Officer	126	37.84	6585	39.24	6828

Job Code	Classification Title	Index	01/01/04 (Hourly)	01/01/04 (Monthly)	01/01/05 (Hourly)	01/01/05 (Monthly)
FF-4136	Recruitment Coordinator	138	41.45	7212	42.98	7478
FF-04116	Fire Information Systems Coordinator	138	41.45	7212	42.98	7478
FF-04109	Community Safety Officer	126	37.84	6585	39.24	6828
FF-04115	Community Safety Coordinator	138	41.45	7212	42.98	7478
FF-04114	Health & Safety Coordinator	138	41.45	7212	42.98	7478
FF-04176	Health and Safety Officer	126	37.84	6585	39.24	6828
FF-04166	Fire Marshal	159	47.75	8309	49.52	8616
FF-4108	Fire Inspections Coordinator	138	41.45	7212	42.98	7478
FF-4165	Fire Investigations Coordinator	138	41.45	7212	42.98	7478
FF-04163	Fire Prevention Inspector II	126	37.84	6585	39.24	6828
FF-04162	Fire Prevention Inspector I	124	37.24	6480	38.62	6720
FF-04161	Technical Services Officer	126	37.84	6585	39.24	6828
FF-04155	Arson Investigator	124	37.24	6480	38.62	6720
FF-04150	Public Information Officer	126	37.84	6585	39.24	6828
FF-04135	Coordinator Disaster Services	138	41.45	7212	42.98	7478
FF-04133	Disaster Services Officer	126	37.84	6585	39.24	6828
FF-04140	Coordinator Hazardous Materials	138	41.45	7212	42.98	7478
FF-04141	Hazardous Materials Officer	126	37.84	6585	39.24	6828
FF-04181	Assistant Medical Officer	126	37.84	6585	39.24	6828
FF-04193	Fire Prevention Training Officer	126	37.84	6585	39.24	6828

NOTE: The official rates are those monthly rates which are listed opposite each classification (Bi-weekly = Annual divided by 26.1).

Members of the Community Fire Services Division indexed at the one hundred twenty-six (126%) rate as of 2004 October 25, who compete subsequently for classifications that pay a lesser rate shall be grandfathered at the one hundred twenty-six (126%) rate.

The following rates are new, effective 1999 December 23. Firefighters hired before that date will remain on the steps for class code FF-04103. Hiring after that date will be on class code FFA-04199.

Job Code	Classification Title	Index	01/01/04 (Hourly)	01/01/04 (Monthly)	01/01/05 (Hourly)	01/01/05 (Monthly)
FF-04199	Firefighter 5th year	100	28.60	5226	29.66	5419
	4th year	95	27.18	4965	28.18	5148
	3rd year	85	24.31	4442	25.21	4606
	2nd year	75	21.46	3920	22.25	4064
	1st year	65	18.59	3397	19.28	3522

WAGES AND SALARIES - SCHEDULE NO. 1 (CONTINUED)

PART B - MECHANICAL MAINTENANCE DIVISION PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	01/01/04 (Hourly)	01/01/04 (Monthly)	01/01/05 (Hourly)	01/01/05 (Monthly)
	FIRE MAINTENANCE MEMBERS				
FO-03426	Fire Journeyman Painter (based on seventy-six (76) hours)	25.44	4206	26.39	4362
	FIRE APPARATUS TECHNICIAN MEMBERS				
FO-04201	Chief Fire Mechanic	37.88	6591	39.28	6835
FO-03213	Apprentice Auto Mechanic				
	1st 6 months - 65% of Journeyman Rate	17.20	2992	17.83	3102
	2nd 6 months - 68% of Journeyman Rate	17.99	3130	18.66	3246
	3rd 6 months - 71% of Journeyman Rate	18.78	3268	19.48	3389
	4th 6 months - 75% of Journeyman Rate	19.84	3452	20.57	3580
	5th 6 months - 80% of Journeyman Rate	21.16	3682	21.94	3818
	6th 6 months - 84% of Journeyman Rate	22.22	3867	23.04	4009
	7th 6 months - 90% of Journeyman Rate	23.81	4143	24.69	4296
	8th 6 months - 95% of Journeyman Rate	25.13	4373	26.06	4534
FO-03375	Shop Foreman	29.85	5194	30.95	5386
FO-03374	Fire Mechanic II	27.74	4827	28.77	5006
FO-03369	Fire Mechanic I	26.45	4603	27.43	4773

CLOTHING - SCHEDULE NO. 2

A. Clothing Issue Point System

- 1) The following items of clothing shall be valued under a point system for the issue pursuant to the conditions as listed below:

ITEM	# OF POINTS PER UNIT	MAX. ISSUE
(A) Dress shirts (white, dark blue, long or short sleeve, with shoulder flashes)	14	No limit
(B) Black Ties	2	No limit
(C) Oxford Shoes, Kodiak Boots	85	No limit
(D) Alternate Shoe Issue (style to be agreed upon by the Association and Fire Department Administration)	72	No limit
(E) Medical Shoe Issue (style to be agreed upon by the Association and Fire Department Administration)	145	1 pair/ calendar year
(F) Winter Dress Gloves	16	1 pair/ calendar year
(G) Socks	3	12 pair/ calendar year
(H) Lapel Pins (first pair issued, subsequent pair)	4	
(I) Leather Belt	20	1 per calendar year
(J) T-Shirts (white, dark blue)	5	6 per calendar year
(K) Wash and Wear Pants	24	No limit
(L) Uniform Dress Trousers	40	No limit
(M) Sweater	42	1 per calendar year
(N) Athletic Sweat Shirt (style to be agreed upon by the Association and Fire Department Administration)	24	2 per calendar year
(O) Athletic Sweat Pants (style to be agreed upon by the Association and Fire Department Administration)	24	2 per calendar year
(P) Athletic Shorts (style to be agreed upon by the Association and Fire Department Administration)	20	2 per calendar year
(Q) Collar Dogs (first pair issued, subsequent pair)	4	2 per calendar year

- (2) For the purposes of this schedule a unit shall be defined as a singular numerical value for an Article of clothing.

- (3) For the purposes of this schedule two (2) individual pieces, that being a left and right piece respectively, shall define a unit for the issuance of gloves, shoes and socks.
- (4) For the purposes of this schedule an item shall be defined as the descriptive term for a unit or units within a clothing category.
- (5) Members shall receive the following clothing issue point allocating annually.

CLASSIFICATION	POINTS
(A) Chief Officers	255 Points
(B) Platoon Officers and Firefighters	255 Points
(C) Fire Prevention Bureau, Training, Disaster Services, Hazardous Materials, Health and Safety, Public Information Officer	275 Points
(D) Maintenance Personnel	150 Points

- (6) For the purposes of this schedule the following restrictions shall apply to the selection of clothing issue point items:
 - (a) Maintenance personnel may only select those Dress Shirts designated for their division and may not select white T-Shirts. These personnel may not select Uniform Dress Trousers. Due to the reduced clothing issue point allocation, safety footwear shall be provided to these personnel by The City outside of the clothing issue point system.
 - (b) All personnel must select one (1) current Dress shirt unit per calendar year for the purpose of complying with Fire Department requirements for #1 Dress.
 - (c) Newly hired personnel shall be issued clothing as per agreement between IAFF Local 255 and Fire Department Administration.
 - (d) All T-Shirts, Sweat Pants, Sweatshirts and Athletic Shorts shall be identified with a Calgary Fire logo to be agreed upon between IAFF Local 255 and Fire Department Administration.
- (7) The City shall distribute to each member prior to March 1st in the calendar year, prior to clothing issue entitlement, a Clothing Issue Order Form. This form shall contain the appropriate annual clothing issue point allocation for the member. The form shall also list the clothing issue items and their respective point values as per Article A. Members shall indicate and total their selections on the form. This selection point total shall be subtracted from the total clothing issue point allocation as indicated on the Clothing Issue Order Form. The selection point total of the member shall not exceed the annual clothing issue point allocation. All forms shall be signed and dated by the member.

- (8) Unused clothing issue points to a maximum of fifty (50) may be banked or carried over to subsequent years. Members shall indicate on their Clothing Issue Order Form the clothing issue points to be carried over. Clothing issue points shall be forfeited upon retirement or separation from the Calgary Fire Department.
- (9) Members shall submit completed Clothing Issue Order Forms through channels to Corporate Clothing prior to June 1st in the calendar year prior to clothing issue entitlement. Forms which have been received by Corporate Clothing shall be date stamped. Forms which contain errors shall be returned to the member for correction and re-submission prior to clothing issue entitlement. Members required to re-submit shall do so within twenty-one (21) days of notification. No alterations to Forms shall be made following receipt by Corporate Clothing except for corrections due to errors as outlined above.
- (10) All clothing issue point items selected by members shall be issued by The City.
- (11) All clothing issue point items issued pursuant to Article A, shall be available for pick up as reasonably can be accommodated by members no later than June 1st in the calendar year of entitlement.
- (12) Members shall be required to pick up their clothing issue point items by October 1st in the calendar year of entitlement. For those items which need to be tailored, a member will have met the requirements under this Article, should that member be measured for the tailored items prior to October 1st. Following measurement, a member shall have ninety (90) days or December 1st in the calendar year of entitlement, whichever comes first, to pick up tailored clothing issue point items.
- (13) The respective point value per unit of any clothing issue point items unavailable for pick up which were previously ordered shall be added to the total clothing issue point allocation for the subsequent calendar year for the members affected. Members who receive additional clothing points in this manner shall have until September 1st in the calendar year prior to entitlement to make their supplementary selections.
- (14) Any forfeiture,, any denial of replacement issue as per Article E, (1) or any dispute arising from Clothing - Schedule No. 2 may be appealed through the Clothing Committee. A request for such an appeal shall be made in writing to the Chairman of the Committee within twenty-one (21) days of the written forfeiture notice. The Chairman of the Clothing Committee shall have sole discretion to schedule such an appeal. Members presenting appeals shall have the opportunity to appeal before the Committee should they request to do so. Following the appeal, the Clothing Committee shall present a written recommendation on the appeal to the Fire Chief within twenty-one (21) days. The Fire Chief shall then issue a ruling on the appeal.

B. Chief Officers, Platoon Officers and Firefighters

- (1) In addition to items issued as per the clothing issue point system, the following represents the supplementary clothing and equipment issue for 1995 and subsequent years subject to the conditions stated below:
 - a) One (1) tunic and two (2) pairs of uniform dress trousers. As required, but no more often than one (1) complete uniform every three (3) years.
 - b) Chief Officers shall receive one (1) battle dress type jacket as required, but no more often than one (1) every three (3) years.
 - c) Issued one (1) time and replaced in accordance with Article E(1):
 - i) One (1) uniform dress cap
 - ii) One (1) parka (with shoulder flashes)
 - iii) Integrated protective ensemble including: protective coats and trousers, suspenders, helmets and liners, Nomex balaclava hoods, protective head gear, and all other firefighting equipment as now supplied will continue.

C. Fire Prevention Bureau, Training, Disaster Services, Hazardous Materials, Health and Safety

- (1) In addition to items issued as per the clothing issue point system, the following represents the supplementary clothing and equipment issue for 1995 and subsequent years subject to the conditions stated below:
 - a) One (1) uniform dress tunic or one (1) battle dress type jacket.
 - b) Two (2) pairs of dress trousers.
 - c) Issued one (1) time and replaced in accordance with Article E(1):
 - i) One (1) fur hat
 - ii) One (1) pair toe rubbers
 - iii) One (1) pair winter overshoes
 - iv) One (1) parka (with shoulder flashes)
 - v) One (1) uniform dress cap

- vi) One (1) nylon jacket (with shoulder flashes)
- d) Integrated protective ensemble including: protective coats and trousers, suspenders, helmets and liners, Nomex balaclava hoods, protective head gear, and all other firefighting equipment as now supplied will be continued.

D. Maintenance Personnel

- (1) In addition to items issued as per the clothing issue point system, the following represents the supplementary clothing issue for 1995 and subsequent years subject to the conditions stated below:
 - a) Coveralls or smocks will be provided as required to personnel engaged in dirty jobs (shops, maintenance work, painting, etc.).
 - b) Mechanics will receive one (1) waterproof duty coat, helmet and rubber boots as required.
 - c) Issued one (1) time and replaced in accordance with Article E(1):
 - i) One (1) parka (with shoulder flashes).
 - ii) Two (2) light blue shirts (with appropriate shoulder flashes).
 - iii) Two (2) pairs of dress trousers.

E. Clothing/General

- (1) If uniform is mutilated or destroyed in Fire Duty or from excess wear due to extended time between issue the same will be replaced by The City after inspection and approval of the Chief. All material presented for replacement, where possible, shall be submitted to the Clothing Committee for inspection. Should inspection determine the item(s) were replaced in error, the Chairman of the Clothing Committee shall provide a written recommendation to the Chief Officer responsible for the replacement.
- (2) In compliance with the November 21, 1974 Arbitration Award, consultation with respect to clothing is to take place at meetings of joint Firefighter/City Liaison Committee before the purchase of any of the above clothing and equipment so that the Executive of the Association can inspect the material, or equipment supplied under this agreement, in order to place their objections, if any, before The City.
- (3) There will be no re-issue of Articles of clothing classed as uniform or personal equipment unless such clothing and equipment has been thoroughly cleaned, repaired and made serviceable.

- (4) When a member resigns or is dismissed from the Department, all personal clothing issued in the previous twelve (12) month period shall be returned in a clean and serviceable condition.
- (5) Issues of other clothing or equipment may be approved by The Executive Officer in consultation with the Fire Chief from time to time.
- (6) As a scale of issue as outlined in previous Articles of this schedule has been modified and is on trial basis, close liaison will be maintained between the Association and the Department Administration to ensure that the issue is proving adequate.
- (7) Effective 1995 January 1, where an employee is required to perform duties of an investigative nature in civilian clothing, a clothing allowance shall be paid to a maximum of nine hundred and fifty dollars (\$950.00) per annum or an appropriate pro-rata amount according to the time each year that an employee is required to perform such duties. This allowance shall be paid in lieu of clothing issued as per Clothing Schedule No. 2. Payment of this allowance shall be made in advance, not later than the second pay period in January and the second pay period in July. The City shall recover, by pay deductions, any clothing allowance over and above the amount of entitlement pursuant to these provisions.
- (8) Upon separating from service all protective clothing and firefighting equipment shall be returned. All Articles of clothing classes as uniform which have been in the possession of the member for six (6) months or more, shall become his absolute property.

**THE FOLLOWING LETTERS OF UNDERSTANDING FORM PART OF AND ARE
ATTACHED TO THE COLLECTIVE AGREEMENT**

1. HEALTH AND WELLNESS PROGRAM

Pursuant to an agreement reached between the International Association of Firefighters and the International Association of Fire Chiefs joint task force on health and wellness, the parties understand and agree that the Health and Wellness Plan (Hereinafter referred to as the "Plan") shall be implemented during the course of the year 2000 on a one-year trial basis. The plan shall be implemented in its entirety, excepting those exclusions or amendments agreed to between the parties in writing, and shall be evaluated semi-annually.

Participation in the plan shall be mandatory, and shall specifically include:

- 1) An annual medical including: physical evaluation, body composition, laboratory tests, vision tests, hearing evaluation, spirometry, EKG, cancer screening, immunizations and infectious disease screening, referrals, and data collection.
- 2) A fitness component including: Medical clearance, equipment and facilities, exercise specialists and peer trainers, fitness evaluations or aerobic capacity, flexibility, muscular strength or muscular endurance, fitness assessment, and exercise prescriptions and incorporation of fitness into the fire service philosophy.
- 3) A rehabilitation component including Fire Department medical liaison, physical therapy services, clinical pathways, alternate duty and injury prevention programs.
- 4) A behavioural health component (internal and external) including: professional and coordinated assistance, employee assistance programs, substance abuse interventions, critical incident stress management, comprehensive counselling services and chaplain services.

It is understood and agreed that the Plan is entirely non punitive, and designed and provided as a tool and benefit for each member. All data shall be compiled, collated and forwarded to the International Association of Firefighters in Washington D.C. (or any other location designated by the International Association of Firefighters). Data related to the ability, performance, medical condition, or otherwise of any individual shall not be provided to the employer. Population data, composed in a format and manner which shall be agreed to by the parties, may be provided to The City. Such data shall in no way be used against any member, or to the detriment of the membership as a whole.

Either party to this agreement may, upon six months written notice, withdraw from the plan.

2. HOURS OF WORK – FIRE PREVENTION BUREAU, TRAINING, RECRUITMENT, HAZARDOUS MATERIALS, HEALTH AND SAFETY, COMMUNITY SAFETY, AND DISASTER SERVICES

1. This letter of understanding is not applicable to the Fire Investigators (FPB9), Arson Investigators, Coordinators, Fire Marshall and members of the Training Division while Firefighter recruit training is taking place and PIO.
2. With the exception of shifts referenced in #3 below, members shall work a four (4) day week from 0700 to 1700, with coffee and lunch breaks not included within these hours. There shall be two platoons, the first working Monday through Thursday, and the second working Tuesday through Friday. Shifts shall be on a two (2) week rotation (one 2 day and one 4 day weekend). The above schedule shall average a forty (40) hour work week.
3. Notwithstanding the hours of work identified in #2 above, members may be required to work alternative hours and schedules. The alternative schedules shall average a forty (40) hour work week, with coffee and lunch breaks not included within these hours.

These alternative schedules:

- will not be scheduled beyond midnight on weekdays
 - will be scheduled between 07:00 and 22:00 on weekends
 - will not exceed 12 shifts/employee/calendar year
 - will not impact the 4 day weekend
 - will not impact more than 6 of the 2 day weekends
 - will not be implemented with less than 2 weeks notice
4. The work schedules in #2 and #3 above may be altered or cancelled by The City by providing at least 30 calendar days notice to the Association. However, The City will not issue notice of alteration or cancellation without prior consultation with the Association.
 5. Training that occurs on a Friday shall be paid at straight time or the member shall be given one day off in advance. Travel days shall be paid at straight time or the member shall be given one day off in advance.
 6. Training which occurs outside of a member's regularly scheduled shift, other than noted in #5 above, shall be paid at overtime rates.

3. Joint Committee on Benefits Plan

The City and the Association will each appoint three persons (one of whom for each party will be the alternating chair) to a joint committee on benefit plans. The committee will meet at least twice per year, at which time The City will arrange to have in attendance a suitable representative or representatives of the insurance carriers of the plans under this collective agreement.

One of the meetings each year will be held as soon as practicable after the audited benefit plan information is available with representatives present to explain and answer questions on the year's results. The second meeting will be to exchange information on trends in claim utilization, potential renewal costs, plan surpluses and reserves.

The committee's mandate will include discussing matters of City/Association mutual interest in relation to benefit plans, their scope, appropriate or alternative carriers and cost containment options. Each party may have an expert in attendance. Each party will, in advance of the meeting, advise the members representing the other party of the issues it wishes to discuss and information it seeks the other party to make available. Parties will use their best efforts to meet reasonable requests for information in respect to the benefit plans under this agreement, but an alleged failure to provide specific information will not be a basis for a grievance. Information will, wherever possible, be provided in electronic industry standard format.

4. Battalion Chiefs

1. The regular hours of work shall be two (2) ten (10) hour day shifts, followed by two (2) fourteen (14) hour night shifts, followed by four (4) days off; to ensure an average forty-two (42) hour work week.
2. The shift being the same as all other active duty Fire Suppression Members.
3. This Letter of Understanding be attached to and form part of the 2004-2006 Collective Agreement when the arbitration award is finalized.
4. The aforementioned is the only change to the Collective Agreement, Article 6 – Working Hours and Conditions, Article 6.02.
5. Implementation of this shift schedule will be effective 21/10/05.

Signed this ____ day of _____, 2007.

For the Corporation of
The City of Calgary

For the IAFF, Local 255

Wilf Steckler
Manager, Labour Relations

President

Recording Secretary

**THE FOLLOWING LETTERS OF UNDERSTANDING ARE ATTACHED BUT DO NOT
FORM PART OF THE COLLECTIVE AGREEMENT**

1. FIRE INVESTIGATOR

It is agreed between the parties that for the positions of Fire Investigator, the following conditions shall apply:

1. The employees of the Fire Prevention Bureau who are appointed to the position of Fire Investigator will be subject to the hours of work as per Clause 6.02 of the Collective Agreement.
2. The employee of the Fire Prevention Bureau who is relieving the Fire Investigator shall be subject to the work schedule, when assigned to a platoon, which assures an average forty-two (42) hour work week as per Clause 6.02 of the Collective Agreement. Hours worked in excess of the standard hours while assigned to either a Platoon or the Fire Prevention Bureau shall be taken as straight time off at a later date or paid out, depending upon the needs of the operation. **Vacation** entitlement shall be prorated to reflect the total number of hours worked per year. Statutory holiday pay will be granted in accordance with the conditions of the work unit to which the employee is assigned at the time each holiday falls, i.e., will be paid as per an active firefighter on shift work when he is assigned to Platoon and as per the Fire Prevention Bureau practice when he is engaged in the duties of Fire Prevention Bureau.

2. VACATION - CASUAL DAYS

The parties agree that, on a trial basis for the duration of this Collective Agreement, all day shift employees shall have the option to take one (1) week of eligible **vacation** one (1) day at a time throughout the year, in accordance with a policy to be agreed upon between the parties.

Signed this ____ day of _____, 2007.

**For the Corporation of
The City of Calgary**

**Wilf Steckler
Manager, Labour Relations**

For the IAFF, Local 255

President

Recording Secretary

The following is attached to but does not form part of the collective agreement.

Agreement

Between

The City of Calgary

And

**Calgary Fire Fighter's Association, International Association of Fire Fighters –
Association IAFF**

The Parties agree as follows:

1. Both parties will in the future table all items in dispute when initial bargaining proposals are exchanged, with sufficient particularity to enable the other party to identify the nature of the items in dispute.
2. Within two weeks of such initial exchange of bargaining proposals, either party may amend, by written notice to the other party, its initial proposals, including additions thereto with, again, sufficient particularity regarding such amendments or additions. Either party may further add to or amend its items in dispute in reaction to the aforesaid additions or amendments, within a further three working days of the submission of the other party's initial additions or amendments pursuant to this clause.
3. There shall be no additional items put into dispute by either party unless there are compelling reasons to do so which could not have been foreseen, or where the parties mutually agree to the addition of such additional items.
4. Either party may request of the other party, particulars regarding any item in dispute, and such particulars shall be provided within 14 days of such demand, or within such longer periods as the parties may agree.