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AGREEMENT BETWEEN THE CITY OF CALGARY & THE CALGARY FIRE FIGHTER’S ASSOCIATION..... 69

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 2009 to 31 December 2010**. 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 December 2011**, and from year to year thereafter, until such time as a new Agreement has been signed. After **1 January 2011**, 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 In the event of the said Code being repealed during the life of this Agreement, then any dispute shall be dealt with under the provisions and in accordance with the terms of Federal Legislation then in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.

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

2.04

(a) At each location where Association members report to work The City agrees to provide a bulletin board for the exclusive use of the Association to communicate with its members.

(b) Officials of the Association shall be permitted access to City premises provided advance permission is obtained from an appropriate management exempt individual for that worksite and such access does not interfere with or interrupt normal workplace operations.

**2.05 The Fire Department Eligibility List shall be updated for accuracy every three (3) months by the employer and made available for viewing at all Fire Department worksites with a copy to be provided to the Association.**

### 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 Section 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 Section. 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 **Association** – City Liaison Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of two (2) representatives from the **Association** 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 **Association** at a meeting of the **Association**-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 Fire Suppression Division 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 Fire Suppression member shifts 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 **Community Standards**, Training Division, Hazardous Materials Section, **Health and Safety Section**, **Airport Fire Coordinator**, Public Information Officer and **Emergency Management** 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 Maintenance Division

- (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 Maintenance Division working the above hours shall be entitled to **sixty (60) minutes** a day for **the purpose of consuming a meal, or having rest breaks or making whatever other use of that time they may individually decide including using it for fitness purposes.**
- (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 Maintenance Division.

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 **working in classifications outlined in 30.01.02 or 30.01.03** is required to work overtime, whether pre-scheduled or not, he shall be paid double time (x2) or at his option **bank the overtime** at the same rate of double time (x2). **For those members who are permitted to bank overtime, the total number of overtime hours in a member's overtime bank shall not exceed 40 hours (i.e. 80 straight time hours) at any given time.**

**Overtime hours banked in a given calendar year may be paid out at the employee's request or taken as time off, at the mutual convenience of the parties, no later than the end of the calendar year subsequent to the year in which the hours were banked.**

**Any overtime hours that have not been paid-out or taken as time off prior to the end of the calendar year subsequent to the year in which the hours were banked, shall be paid-out on pay period 2 of the following year. For example, overtime hours banked in 2010 that remain unused at the end of 2011 will be paid out on pay period 2 of 2012. This pay out would occur at 2011 rates.**

7.02 Any Member who is called in to work outside of his regular shift or regularly scheduled hours of work shall be paid a minimum of two (2) hours at double time (x2) rates for any one call-in provided that such overtime call in does not immediately precede or follow the member's regular shift or regularly scheduled hours of work.

7.03 Members kept on duty beyond their regular shifts shall be paid overtime at double time (x2) 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 Maintenance Division **and** Hazardous Materials Section 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 **twenty-five dollars (\$25.00) per day** for each day 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) An eighty-five cent (85¢) per hour differential will be paid to employees for any hours of work (other than overtime) performed between 1730 and 0730. **Effective July 6, 2009 shift differential shall be increased to ninety cents (\$0.90) per hour. Effective July 5, 2010 shift differential shall be increased to one dollar (\$1.00) per hour.**

(b) Shift differential will apply when the majority of hours worked fall outside the normal schedule of the **Community Standards Division**.

(c) The operation of the field service vehicle on the day shift (0700 to 1600) will receive an additional premium of twenty-five cents (\$0.25) per hour.

## 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 MEMBERS 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 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 11.04.

11.04 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.

11.05 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.

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

**11.07 An employee who acts in a higher position for the majority of regular hours in a calendar year shall have his vacation in the subsequent year paid at the acting rate of pay.**

## 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 **Community Standards Division**, Training Division, Hazardous Materials Section, **Health and Safety Section**, **Airport Fire Coordinator**, Public Information Officer and **Emergency Management** 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 **acting** 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** and **Firefighter 3's** may be moved from one Fire Station to another to act in a senior capacity.

13.03 Confirmed **Firefighter 3's** only may act as a **Senior Firefighter**.

13.04 Confirmed **Senior Firefighters** 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 **Firefighter 3, Senior Firefighter**, 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) **Acting in a senior capacity for** less than one (1) complete shift may be assigned to the Senior Lieutenant, **Senior Firefighter, Firefighter 3**, in the station concerned.

It is agreed that where a regular activity, (such as river patrol), which does not normally require a full **shift of** acting in a senior capacity, but is carried out on a fairly regular basis; that a **Firefighter 3, Senior Firefighter**, 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) **Acting in a senior capacity for** 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 Maintenance Division, 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.

## ARTICLE 14 – DISCIPLINE AND DISMISSALS

14.01 A member shall not be disciplined or discharged, except for just cause. Both parties recognize the philosophy of using counseling and progressive discipline with the objective of correcting real or perceived problems in the area of job performance or employee behavior. However, depending on the nature and gravity of the offence, steps in the normal disciplinary process may be bypassed or repeated where circumstances warrant.

14.02 When a member is being interviewed for the purpose of determining disciplinary action, he shall be informed of his right to union representation. Except in the case of gross misconduct, or unless a member declines his right to union representation in writing, discipline shall occur in the presence of a union representative. A member will

be informed of the purpose of the interview, specific allegations and investigative timelines. A member reporting for such an interview or for discipline shall be given reasonable time to arrange for the presence of his union representative.

14.03 Discipline imposed on a member shall be done within a reasonable timeframe considering the date The City became aware of an alleged infraction and time required to complete their investigation. Whenever an employee is disciplined and the discipline is intended to be a matter of record on the member's official personnel file, the member shall be given written particulars stating the reason for the disciplinary action and outlining the terms of the penalty (where applicable). In all cases, the member shall be advised that he has the right to have union representation present.

14.04 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 shall submit the grievance within twenty-one (21) working days (exclusive of Saturdays, Sundays and statutory holidays) from the date of the discipline or dismissal to the Deputy Chief/Manager or their designate with a copy to the Manager, Labour Relations. Failure to grieve shall not be considered an admission that such discipline was warranted.

14.05 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.

14.06 A letter of discipline shall be removed from a member's official personnel file (located in Corporate Human Resources) after twenty-four (24) months from the date of the discipline letter provided the employee has not received any further discipline during this period. Any accumulation of absence from work (excluding approved vacation time and approved leave with pay) beyond one-hundred-nineteen (119) days shall be added to the twenty-four (24) month period.

## 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 shall 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, source of income, or family status of that person, subject to the provisions, limitations, or defenses 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.

**Elected or appointed officials of the Association shall be allowed to use shift substitutes for the purpose of conducting Association business. Such elected and appointed officials shall be responsible to identify qualified substitutes and shall use The City's forms and notification process.**

## Military Leave

17.04 In the granting of leave of absence for military reservists, it is agreed that the terms of such leave will be in accordance with The City of Calgary policy.

## Bereavement Leave

17.05 Leave of absence to carry out responsibilities incurred by the demise of a relative shall be at the discretion of the Assistant Deputy Chief or Deputy Chief. Where he is satisfied that the request is legitimate, he shall grant a 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, step-child, mother-in-law, father-in-law, grandchild and grandparent of the member or his spouse. **When an employee qualifies for bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or at the employee's option rescheduled to a date mutually agreed to by the employee and The City for use at a later date.**

## 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 **appropriate Assistant Deputy Chief or Deputy 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. **Employees who are granted a leave of absence without pay for a period of more than thirty (30) consecutive days to care for a family member, shall only be required to pay the employee's share of their benefit premiums in advance. The City shall pay the employer's share of the benefits premium in such a situation.**



(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 **appropriate Assistant Deputy Chief or Deputy 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) **A** 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 **appropriate Assistant Deputy Chief or Deputy 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 to 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 that all persons covered by this Collective Agreement shall, as a condition of employment or continuing employment, be required to pay dues and/or assessments (excluding fines) as authorized by the Association in accordance with the constitution and by-laws of the Association. The City agrees to deduct from the bi-weekly pay of each member an amount equivalent to the total combined dues and/or assessments and shall forward same to the Association accompanied by a list of all members from which deductions have been made.

## 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 sub-clause (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 sub-clause (i) applies, a person of the opposite sex who had lived with that other person in a marriage-like relationship immediately proceeding 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 as to whether any difference is arbitral arises between the parties or persons bound by the Collective Agreement, such parties or persons shall endeavour to resolve the difference utilizing informal dispute resolution meetings. Should the parties fail to resolve the difference either party may proceed through the grievance process as set out below.

(b) For the purposes of Article 24. 01(b), time periods specified shall not include Saturdays, Sundays or recognized Public Holidays and may be extended by mutual agreement of the parties in writing.

### Step One

**The Association or any member of the Association** desiring to grieve an alleged violation of this Agreement must do so through the proper officials of the Association within twenty-one (21) days of the date the circumstances giving rise to the grievance should reasonably have been known. A grievance brought by the Association shall be submitted to a Deputy Fire Chief or his designate and shall include a statement of the difference and a proposed remedy. The Deputy Fire Chief or his designate shall hear the grievance within fifteen (15) days of receiving it and shall render a written decision within fifteen (15) days from the date the grievance was heard. If a satisfactory settlement is not achieved the grievance may be advanced to Step Two below:

### Step Two

If a satisfactory settlement is not achieved at Step One the Association within fifteen (15) days of the decision rendered by the Deputy Fire Chief or his designate may submit the grievance to the Fire Chief. The Fire Chief or his designate shall hear the grievance

within fifteen (15) days of receiving it and shall render a decision within fifteen (15) days from the date the grievance was heard. If a satisfactory settlement is not achieved the grievance may be advanced within thirty (30) days to arbitration as provided under 24.01(c). If a grievance is not advanced to arbitration within thirty (30) days of the decision in Step Two, the grievance shall be deemed abandoned.

(c) Subject to the terms of this Agreement 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 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 of the appointment of the second of them appoint a third person who shall be the Chair;

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

(e) 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 Member 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 Chair governs and it shall be deemed to be the award of the board;

(f) 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;

(g) The grievance arbitration board by its decision shall not alter, amend or change the terms of this Agreement;

(h) 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 Chair.

## 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 – GROUP 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.

Extended Health Care Benefits means hospital, drug, paramedical services, vision, emergency out-of-province travel and other benefits as defined under the provider contract.

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 GROUP 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 benefits shall include short-term Disability benefits, long-term Disability benefits, Alberta Health Care benefits, dental benefits, 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 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 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 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 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, 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, 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, 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 reservists, it is agreed that the terms of such leave will be in accordance with The City of Calgary policy.
- 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, 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, 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 – GROUP 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 **from the first day of employment with The City.**

**28.02** **When a member on the platoon work schedule is absent for more than four (4) 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. **All other members will be required to submit the above documentation after an absence of more than five (5) consecutive working days.** 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. 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. **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, 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 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.

### Extended Health Care Benefits

28.17 The City shall provide directly, or by way of a third party provider, a group **extended health care benefits plan**. 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 extended health care plan. Eligibility for benefits under the Extended Health Care Benefits 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 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 **or Administrative Services Only (ASO)** plans to provide **the** benefits outlined in Articles 27 and 28. The City in providing benefits under any insurance

policies will not be considered the **insurance carrier**. The City retains the right to change insurance carrier(s), after consultation with the Association. The insurance **or ASO** 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 **or ASO** 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 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 **or ASO** and short-term disability plans, the provisions of the insurance **or ASO** 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   | FF-04180 |
| f) | <b>Firefighter 3 (no later than the end of the 8<sup>th</sup> year)*</b> | FF-04104 |
| g) | <b>Firefighter 2 (no later than the end of the 6<sup>th</sup> year)*</b> | FF-04105 |
| h) | <b>Firefighter 1</b>   | FF-04199 |
|    | <b>Permanent 4<sup>th</sup> year Firefighter</b>                         |          |
|    | <b>Permanent 3<sup>rd</sup> year Firefighter</b>                         |          |
|    | <b>Permanent 2<sup>nd</sup> year Firefighter</b>                         |          |
|    | <b>Probationary Firefighter</b>  |          |

**\*Subject to the terms of LOU - #4 – Movement to Firefighter 2 Index 102 and Firefighter 3 Index 104**



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 Marshal	FF-04166
(B)	Fire Investigations Coordinator	FF-04165
(C)	Fire Inspections Coordinator	FF-04108
(D)	Health and Safety Coordinator	FF-04114
(E)	Recruitment Coordinator	FF-04136
(F)	Fire Information Systems Coordinator	FF-04116
(G)	Community Safety Coordinator	FF-04115
(H)	Emergency Management Coordinator	FF-04135
(I)	Hazardous Materials Coordinator	FF-04140
(J)	Assistant Chief Training Officer	FF-04190
(K)	<b>Airport Fire Coordinator</b>	FF-04123
(L)	Wellness Fitness Coordinator	FF-04113
(M)	Technical Services Officer	FF-04161
(N)	Fire Prevention Training Officer	FF-04193
(O)	<b>Fire Investigator</b>	<b>FF-04195</b>
(P)	Hazardous Materials Officer	FF-04141
(Q)	Emergency Management Officer	FF-04133
(R)	Health and Safety Officer	FF-04176
(S)	Fire Training Officer	FF-04191
(T)	Assistant Medical Officer	FF-04181
(U)	Fire <b>Safety Codes Officer Level 1</b>	FF-04162
(V)	Public Information Officer	FF-04150
(W)	Recruitment Officer	FF-04112
(X)	Fire <b>Safety Codes Officer Level 2</b>	FF-04163
(Y)	Community Safety Officer	FF-04109

**Note: The classification of Fire Investigator adheres to the platoon work schedule under Article 6.02. Vacation, wages (at index 126) and other earnings and entitlements provided for under the terms of the Collective Agreement, shall be consistent with those of Fire Suppression members listed in Schedule #1 Part A.**

30.01.03 FIRE DEPARTMENT MECHANICAL MAINTENANCE 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
(F)	<b>Shop Labourer</b>	<b>FO-03373</b>

30.02 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”.

30.03        PURPOSE

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

30.03.02      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.

30.04        ADMINISTRATION

30.04.01    PROMOTIONAL BOARD

30.04.01.01 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

30.04.01.02 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.

30.04.01.03 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.

30.04.01.04 The Department shall allow the Association appointees as per 30.04.01.01 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.

## 30.04.02 PROMOTIONAL BOARD RESPONSIBILITIES

It shall be the responsibility of the Promotional Board to:

- a) Set and grade Promotional examinations and interviews conducted as per 30.06.01.
- b) Appraise the Department Record of promotional candidates under 30.06.01.
- c) Appraise the Personal Assessments (Ratings) of promotional candidates under 30.06.01.
- d) Report to the Fire Chief all candidates who qualify for promotion.

## 30.04.03 EXAMINATIONS AND INTERVIEWS

30.04.03.01 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.

30.04.03.02 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.

30.04.03.03 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.

## 30.04.04 DEPARTMENT RECORD

30.04.04.01 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.

30.04.04.02 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.

30.04.05 PERSONAL ASSESSMENTS (RATINGS)

30.04.05.01 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.

30.04.05.02 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).

30.04.06 TOTAL MARK CALCULATION

30.04.06.01 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 30.04.03.01
- b) Department Record 10% of the average grade as per 30.04.04
- c) Personal Assessments 10% of the average grade as per 30.04.05

30.04.06.02 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.

30.04.06.03 After a full review of 30.04.06.01 and 30.04.06.02 above, the Promotional Board shall report to the Chief all candidates who are qualified and eligible for promotion as per 30.04.02 (d).

30.04.06.04 Should a candidate fail to attain a passing grade as per 30.04.06.02 above or should he refuse or fail to compete for promotion, he may compete again at the next examination,

however, he shall not be qualified to act in a higher classification during the interim.

30.04.06.05 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.

### 30.04.07 PROMOTIONAL POSTINGS

30.04.07.01 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

### 30.05 GENERAL PROMOTIONAL ELIGIBILITY PROVISIONS

30.05.01 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.

30.05.02 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.

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

30.05.04 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.

30.05.05 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.

30.05.06 A member **may be 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 30.04.06.02.
- 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 **not be eligible for promotions applicable to the failed examination while they were disqualified.**

30.05.07 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.

30.06 FIRE SUPPRESSION PROMOTIONAL PROCESSES

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

30.06.01.01 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:**

- i. the number of vacancies projected for the current year
- ii. **plus the number of qualified personnel required for acting purposes,**
- iii. **minus the number of qualified members from previous years that have not been appointed,**
- iv. 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.

30.06.01.02 Fire Suppression Company Officer examinations shall be conducted within the ten (10) day period prior to March 31st of each year (if required). **Should additional competitions be required, such may be held on an as needed basis.** 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.

30.06.01.03 Fire Suppression Company Officer examinations shall be held in accordance with 30.04.03, 30.04.04, 30.04.05, 30.04.06 and 30.04.07.

- 30.06.01.04 **Should a Member fail to attain a passing grade as per 30.04.06.02, his position on the Department Eligibility list shall be reduced by thirty (30) names. Such Member shall not be eligible for acting or promotional opportunities in Company Officer positions while he is disqualified. Once qualified the Member shall resume his ability to act and shall be promoted according to his new seniority position on the Department Eligibility list.**
- 30.06.01.05 **Members that have competed on the last examination and failed shall be given the opportunity to be re-examined at subsequent Fire Suppression Company Officer examinations (excluding make-up examinations). Such opportunity will occur no later than one year after the date the Member failed.**
- 30.06.01.06 **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.**

30.06.02 FIRE SUPPRESSION FIRE DISTRICT CHIEF OFFICERS PROMOTIONAL PROCESS

- 30.06.02.01 **All acting in The Fire District Chief Officers rank shall be carried out by qualified Captains in the Fire District Chief Officers pool. The Fire District Chief Officers Pool shall consist of up to two (2) Fire Suppression Fire Captains (Qualified for promotion to Fire District Chief) per confirmed District Chief position. Qualified Fire Captains in the pool shall be utilized as replacements for any vacancies in the above positions, caused by vacation, illness, retirements, etc.**
- 30.06.02.02 **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.**



- 30.06.02.03 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.
- 30.06.02.04 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.
- 30.06.02.05 Successful candidates shall move into the Fire District Chief Officers Pool in order of Department seniority as determined by the Department Eligibility List **and placed below members currently in the Fire District Chief Officers Pool.** As vacancies occur promotion to the rank of Fire District Chief shall be **in order of placement in the Fire District Chief officers Pool.**
- 30.06.02.06 Members, who are **eligible 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.
- 30.06.02.07 All acting **as a** Fire District Chief Officer shall be carried out by qualified Fire Captains in the **Fire District** Chief Officers Pool. **The members with the most Fire District Chief Officers Pool Seniority will be assigned across each of the platoons to ensure senior work is assigned to the senior pool Member.**
- 30.06.02.08 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.

30.06.03 FIRE SUPPRESSION FIRE BATTALION CHIEF OFFICERS  
PROMOTIONAL PROCESS

30.06.03.01 All confirmed and qualified Fire Suppression Fire District Chiefs are eligible to compete for Fire Battalion Chief positions.

30.06.03.02 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.

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

**30.06.03.04 All acting as a Fire Battalion Chief shall be carried out by confirmed Fire District Chief officers. Each Platoon will be assigned the most senior District Chief Officer. For the purpose of this clause, "senior" refers to the length of time as a confirmed District Chief Officer.**

30.07 FIRE STAFF DIVISION PROMOTIONAL PROCESS

30.07.01 SENIOR FIRE STAFF PROMOTIONAL PROCESS

30.07.01.01 For the purposes of this Article, Senior Fire Staff classifications shall be as outlined under 30.01.02. (A) – (L).

30.07.01.02 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.

30.07.01.03 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.

30.07.01.04 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.

### 30.07.02 JUNIOR FIRE STAFF PROMOTIONAL PROCESS

30.07.02.01 For the purposes of this Article, Junior Fire Staff classifications shall be as outlined under 30.01.02 (M) – (Y).

30.07.02.02 Competitions shall consist of interviews with a selection panel consisting of the two Association Promotional Board appointees as per 30.04.01.01 (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.

30.07.02.03 All members who have attained **Permanent 4<sup>th</sup> year Fire Fighter** rank shall be eligible to compete in Junior Fire Staff competitions except where noted in this Article.

30.07.02.04 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.

### 30.08 SPECIAL ASSIGNMENTS

30.08.01 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, **Community Standards**, Training Section, and Mechanical Maintenance Division, 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 30.08.01 (c) above, the Association and the Department may extend any thirty (30) day posting by mutual agreement.

30.08.02 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) - (h) on Special Assignment shall be compensated at the rank of Fire Lieutenant.

## ARTICLE 31 - COMMUNITY STANDARDS DIVISION - TRANSFERS AND PROMOTIONS

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

### 31.01 The Community Standards Division

The Community Standards Division shall be under the supervision of the Fire Marshal and shall be divided into two (2) sections, namely the Fire Inspections section, and the Fire Investigations section. Each section within the Community Standards 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 Safety Codes Officer Level 2**

Fire Prevention Training Officer

Technical Services Officer

**Fire Safety Codes Officer Level 1**

#### Fire Investigations Section

Fire Investigator

### 31.02 Transfers into the Community Standards Division

Subject to Article 30.07.02, opportunity for transfer into the Community Standards Division from another Fire Department Division shall occur only when a vacancy exists in the classification of Fire **Safety Codes Officer Level 1**. Only those members within the Fire Department who have attained the Fire Suppression Division classification of **Permanent 4<sup>th</sup> year** Firefighter as of the closing date of the competition shall be eligible to compete for the classification of **Fire Safety Codes Officer Level 1. Safety Codes Officer (Fire Discipline) courses shall be offered to members in the classifications referenced in Article 31.01 as required.**

- 31.03 Promotion to Fire Safety Codes Officer Level 2**  
**A Safety Codes Officer Level 1 who has attained the qualifications of Safety Codes Officer Level 2 (Fire Discipline) in accordance with the Alberta Safety Codes Act shall be promoted to the classification of Safety Codes Officer Level 2 without competition.**
- 31.04 Promotion to Fire Prevention Training Officer and Technical Services Officer**  
**In the event of a vacancy in the classification of Fire Prevention Training Officer or Technical Services Officer, only those members of the Community Standards Division who have completed two (2) years service within the Community Standards Division and who have attained the qualification of Fire Safety Codes Officer Level 2 in accordance with the Alberta Safety Codes Act shall be eligible for the position in accordance with Community Standards Division seniority.**
- 31.05 Promotion to Fire Inspections Coordinator**  
Subject to Article 30.07.01, only those members within the Community Standards Division who as of the **posting** date of the competition have completed ten (10) years service with the Fire Department as per the Department Eligibility List including a minimum of **two (2) years in the Community Standards Division after attaining the qualification of a Fire Codes Officer Level 2 in accordance with the Alberta Safety Codes Act shall be eligible to compete for the classification of Fire Inspections Coordinator.**
- 31.06 Promotion to Fire Investigator**  
In the event of a **permanent** vacancy in the classification of Fire Investigator, only members of the Inspections Section **shall be eligible for the position in accordance with Inspections Section seniority. Should a Fire Safety Codes Officer Level 1 be selected he shall be required to attain the qualification of Fire Safety Codes Officer level 2 (Investigations) in accordance with the Alberta Safety Codes Act and shall receive the Fire Safety Codes Officer level 2 rate of pay in the interim. Upon obtaining Fire Safety Codes Officer level 2 (Investigations) qualifications he shall be confirmed in the position.**
- 31.07 Promotion to Fire Investigations Coordinator**  
Subject to Article 30.07.01, **only those members within the Community Standards Division who as of the posting date of the competition have completed ten (10) years service with the Fire Department as per the Department Eligibility list including a minimum of two (2) years in the Community Standards Division after attaining the qualification of a Fire Safety Codes Officer level 2 in accordance with the Alberta Safety Codes Act shall be eligible to compete for the classification of Fire Investigations Coordinator.**

**31.08** Promotion to Fire Marshal

Subject to Article 30.07.01, all members with ten (10) years seniority as per the Department Eligibility List as of the closing date of the competition **who are qualified as a Fire Safety Codes Officer Level 2 (Inspections)** in accordance with the Alberta Safety Codes Act shall be eligible to compete for the classification of Fire Marshal.

**31.09** Acting within the Community Standards Division

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

- a) Fire Inspections Coordinator – **Subject to (e) below, after one work week the senior member within the Investigation / Inspection Sections, designated as a Fire Safety Codes Officer Level 2 (Inspections)** shall act as Fire Inspections Coordinator.
- b) Fire Investigations Coordinator - **Subject to (e) below, after one work week the senior member within the Investigation / Inspection Sections, designated as a Fire Safety Codes Officer Level 2 (Investigations)** shall act as Fire Investigations Coordinator.
- c) Fire Marshal – **Subject to (e) below, after one work week the member with the most seniority as a Coordinator within the Investigation / inspection Sections** shall act as Fire Marshal.
- d) For all of the classifications above if the senior member chooses not to act, the offer will be made to the next senior member in the Section.
- e) **Where it is known that a vacancy will be greater than one work week, acting shall commence on the first day.**

**ARTICLE 32 - JOINT HEALTH & SAFETY COMMITTEE**

- a) The parties hereby agree that a formal “Joint Health & Safety Committee” shall be permanently established and shall operate in accordance with the requirements set out in the Alberta Occupational Health & Safety Act (OHS Act) or other relevant legislation.

The Committee shall consist of two (2) Senior Management members of the CFD and two (2) members from the Executive of the Association.

- b) The Joint OHS Committee shall report and make recommendations directly to the joint “**Association** - City Liaison Committee” established under Article 3.03 of the agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011 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

\_\_\_\_\_  
SECRETARY

WAGES AND SALARIES - SCHEDULE NO. 1  
 PART A - FIREFIGHTERS' PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	Index	01/05/09 (Hourly)	01/05/09 (Monthly)	01/04/10 (Hourly)	01/04/1 (Monthly)
FIRE SUPPRESSION MEMBERS						
FF-04126	Fire Battalion Chief	159	\$56.23	\$10,273	\$59.10	\$10,798
FF-04121	Fire District Chief	138	\$48.80	\$8,916	\$51.30	\$9,372
FF-04111	Fire Captain	126	\$44.56	\$8,141	\$46.84	\$8,557
FF-04106	Fire Lieutenant	115	\$40.67	\$7,430	\$42.75	\$7,810
FF-04180	<b>Senior Firefighter</b>	107	\$37.84	\$6,913	\$39.77	\$7,266
FF-04104	<b>Firefighter 3</b>	104	\$36.78	\$6,719	\$38.66	\$7,063
FF-04105	<b>Firefighter 2</b>	102	\$36.07	\$6,590	\$37.91	\$6,927
FIRE STAFF MEMBERS						
FF-04123	Airport Fire <b>Coordinator</b>	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04190	Assistant Chief Training Officer	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04191	Fire Training Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04113	Wellness Fitness Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04112	Recruitment Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04136	Recruitment Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04116	Fire Information Systems Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04109	Community Safety Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04115	Community Safety Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372



Job Code	Classification Title	Index	01/05/09 (Hourly)	01/05/09 (Monthly)	01/04/10 (Hourly)	01/04/1 (Monthly)
FF-04114	Health & Safety Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04176	Health and Safety Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04166	Fire Marshal	159	\$59.04	\$10,273	\$62.06	\$10,798
FF-4108	Fire Inspections Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-4165	Fire Investigations Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04163	<b>Safety Codes Officer 2</b>	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04162	<b>Safety Codes Officer 1</b>	124	\$46.05	\$8,012	\$48.40	\$8,421
FF-04161	Technical Services Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
<b>FF-04195</b>	<b>Fire Investigator</b>	<b>126</b>	<b>\$44.56</b>	<b>\$8,141</b>	<b>\$46.84</b>	<b>\$8,557</b>
FF-04150	Public Information Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04135	Emergency Management Coordinator	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04133	Emergency Management Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04140	Coordinator Hazardous Materials	138	\$51.24	\$8,916	\$53.86	\$9,372
FF-04141	Hazardous Materials Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04181	Assistant Medical Officer	126	\$46.79	\$8,141	\$49.18	\$8,557
FF-04193	Fire Prevention Training Officer	126	\$46.79	\$8,141	\$49.18	\$8,557

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

Job Code	Classification Title	Index	01/05/09 (Hourly)	01/05/09 (Monthly)	01/04/10 (Hourly)	01/04/1 (Monthly)
FF-04199	Firefighter 1	100	\$35.36	\$6,461	\$37.17	\$6,791
	Permanent 4 <sup>th</sup> yr F/F	95	\$33.60	\$6,138	\$35.31	\$6,451
	Permanent 3 <sup>rd</sup> yr F/F	85	\$30.06	\$5,492	\$31.59	\$5,772
	Permanent 2 <sup>nd</sup> yr F/F	75	\$26.52	\$4,846	\$27.88	\$5,093
	Probationary F/F	65	\$22.99	\$4,200	\$24.16	\$4,414

WAGES AND SALARIES - SCHEDULE NO. 1 (CONTINUED)

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

Job Code	Classification Title	01/05/09 (Hourly)	01/05/09 (Monthly)	01/04/10 (Hourly)	01/04/1 (Monthly)
	FIRE MAINTENANCE MEMBERS				
FO-03426	Fire Journeyman Painter (based on seventy-six (76) hours)	\$31.46	\$5,201	\$33.07	\$5,466
	FIRE APPARATUS TECHNICIAN MEMBERS				
FO-04201	Chief Fire Mechanic	\$51.52	\$8,964	\$54.14	\$9,421
FO-03213	Apprentice Auto Mechanic				
	1st 6 months - 65% of Journeyman Rate	\$23.39	\$4,069	\$24.57	\$4,276
	2nd 6 months - 68% of Journeyman Rate	\$24.47	\$4,257	\$25.71	\$4,474
	3rd 6 months - 71% of Journeyman Rate	\$25.55	\$4,445	\$26.84	\$4,671
	4th 6 months - 75% of Journeyman Rate	\$26.98	\$4,695	\$28.36	\$4,934
	5th 6 months - 80% of Journeyman Rate	\$28.78	\$5,008	\$30.25	\$5,263
	6th 6 months - 84% of Journeyman Rate	\$30.22	\$5,258	\$31.76	\$5,526
	7th 6 months - 90% of Journeyman Rate	\$32.38	\$5,634	\$34.03	\$5,921
	8th 6 months - 95% of Journeyman Rate	\$34.18	\$5,947	\$35.92	\$6,250
FO-03375	Shop Foreman	\$40.60	\$7,064	\$42.67	\$7,424
FO-03374	Fire Mechanic II	\$37.74	\$6,566	\$39.66	\$6,901
FO-03369	Fire Mechanic I	\$35.98	\$6,260	37.81	\$6,579
<b>FO-03373</b>	<b>Shop Labourer</b>	<b>\$21.80</b>	<b>\$3,794</b>	<b>\$22.91</b>	<b>\$3,987</b>

## 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) <b>Community Standards</b> , Training, <b>Emergency Management</b> , Hazardous Materials, Health and Safety, Public Information Officer	275 Points
(D) Mechanical 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) Mechanical 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. **Community Standards, Training, Emergency Management**, 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. Mechanical 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 **Association** 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.

#### F. Uniform Markings and Insignia

Uniform markings and insignia shall reflect job responsibilities and Divisional or Sectional authority and shall be in accordance with the following guidelines:

- a) All members shall wear insignia based on their current division and job title.
- b) Insignia and job title shall only be used when assigned to the division in which they apply, with the exception of secondments or acting assignments.
- d) Uniform epaulets in all classifications shall be consistent.

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

Letter #1

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: 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. 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: October 24, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: HOURS OF WORK – **COMMUNITY STANDARDS**, TRAINING, RECRUITMENT,  
HAZARDOUS MATERIALS, HEALTH AND SAFETY, COMMUNITY SAFETY, AND  
**EMERGENCY MANAGEMENT**

1. This letter of understanding is not applicable to the Fire Investigators, Coordinators, Fire Marshal 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: April 14, 2003

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: JOINT COMMITTEE ON BENEFIT PLANS

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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: July 18, 2006

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: MOVEMENT TO FIREFIGHTER 2 INDEX 102 AND FIREFIGHTER 3 INDEX 104

The parties agree that Calgary Fire Department management **shall** do the following in order to meet staffing requirements:

a) Movement to Firefighter 2 Job Code FF-04105 Index 102

1. Must be at minimum a Firefighter 1 at Index 100.
2. Calgary Fire Department management shall offer to all eligible members, in descending order of seniority based on the Department Eligibility List ranking (also known as the "Nominal Role"), the opportunity to write the Firefighter 2 Index 102 exam.
3. After successful completion of the exam in point #2, the member shall be moved to Index 102 no later than the end of the member's 6<sup>th</sup> year.

b) Movement to Firefighter 3 Job Code FF-04104 Index 104

1. Must be at minimum a Firefighter 2 at Index 102.
2. Calgary Fire Department management shall offer to all eligible members under point #1, in descending order of seniority based on the Department Eligibility List ranking (also known as the "Nominal Role"), the opportunity to receive the appropriate training related to the responsibilities required of a Senior Firefighter Index 107.
3. After successful completion of the appropriate training, as outlined in point #2, the member shall be eligible to move to **Firefighter 3** index 104. This movement to index 104 will be completed no later than the end of the member's 8<sup>th</sup> year. The member shall then be eligible to act by seniority as a Senior Firefighter Index 107.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: November 7, 2008

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: APPLICATION AND ADMINISTRATION OF ARTICLE 31 – COMMUNITY  
STANDARDS DIVISION

The parties agree to the following:

1. Members currently “acting” in the positions listed below are entitled to continue acting until the earlier of the date of expiry of this Letter of Understanding or the date that the member ceases to act in the position. If any position below becomes vacant during the life of this Letter of Understanding the vacancy shall be filled in accordance with Article 31.12.
  - Investigations Coordinator
  - Inspections Coordinator
  - Fire Investigator
  - Technical Services Officer
  - FPB Training Officer
2. During the life of this Letter of Understanding, fire investigation work performed within the Community Standards Division shall be performed by Fire Investigators who, in accordance with the Alberta Safety Codes Act, are qualified Safety Codes Officers (Fire Discipline).
3. During the life of this Letter of Understanding, Arson Investigator positions may remain vacant.
4. The parties agree that for a trial period one platoon shall be staffed with two Fire Investigators. If at the completion of the trial period the employer determines that having two Fire Investigators per platoon is an effective model, the additional Fire Investigator positions shall be filled.
5. Members who accept a Fire Investigator position shall receive Safety Codes Officer Investigator Level 1 (Fire Discipline) courses as provided under Article 31.07.

This Letter of Understanding shall expire May 30, 2009 unless the parties agree to an extension. Upon expiration of this Letter of Understanding the parties shall revert to the strict terms of Article 31.

The parties agree that effective 2009 October 6, this letter has expired.



Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: November 7, 2008

LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF CALGARY  
AND  
IAFF LOCAL 255

RE: PLATOON HEALTH AND SAFETY OFFICER

The City of Calgary and the IAFF, Local 255 agree to a one (1) year trial with respect to implementing a Platoon Health and Safety Officer position on each of A, B, C, and D shifts.

Upon sign off of this Letter of Understanding, one or more thirty (30) day competitions may be posted pursuant to Article 30.07.02.02 identifying vacancies to reflect the following:

1. Notwithstanding Article 30.07.02.03, for the purposes of this one (1) year trial, members eligible to compete will be limited to those members from and including the most senior confirmed Company Officer to a maximum of 50 members in descending order of seniority below the most junior confirmed Company Officer based on the Department Eligibility List.
2. The Platoon Health and Safety Officer positions are Fire Staff positions and work within the Health and Safety Section.
3. Notwithstanding clause 2 above, the Platoon work schedule under Article 6.02, vacation, wages (at index 126) and other earnings and entitlements provided for under the terms of the Collective Agreement, shall be consistent with those of Fire Suppression members listed in Schedule #1, Part A.
4. Terms and conditions of employment for the Fire Staff classifications of Health and Safety Officer (FF-04176) and health and Safety Coordinator (FF-04114) are not altered by this Letter of Understanding.
5. At CFD management's discretion, "relief" Platoon Health and Safety Officer may be selected by initial or further competition (utilizing the eligibility criteria specified in point 1 above).

This letter is attached to and forms part of the Collective Agreement. The Platoon Health and Safety Officer positions and the terms and conditions of employment set out herein shall remain in force and effect for twelve (12) months from the date the positions are filled. This letter may be extended by a designated time period with mutual written agreement of both parties. Should this Letter of Understanding not be extended then those members holding Platoon Health and Safety Officer positions shall revert to their previous classifications in accordance with the terms of the Collective Agreement.

Signed this \_\_\_\_\_ day of July \_\_\_\_\_ 2011.

**[Note: The parties agree that this letter expired February 25, 2011].**

**For The City of Calgary**

**For the IAFF, Local 255**

\_\_\_\_\_  
**Manager, Labour Relations**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

Original date of agreement: July 15, 2009

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

Letter #7

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 **Community Standards Division** 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 **Community Standards Division** 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 **Community Standards Division** 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 **Community Standards Division** practice when he is engaged in the duties of **Community Standards Division**.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: November 24, 1986

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 \_\_\_\_\_, 2011.

For The City of Calgary

For the IAFF, Local 255

\_\_\_\_\_  
Manager, Labour Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Original date of agreement: May 16, 1991

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.