



COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF CALGARY

AND

THE CALGARY FIREFIGHTERS ASSOCIATION, LOCAL 255

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2021- 2023

Calgary Firefighters Association

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TABLE OF CONTENTS FOR 2021-2023 IAFF LOCAL 255 AGREEMENT

ARTICLE 1 - TERM OF AGREEMENT	3
ARTICLE 2 - RECOGNITION AND DEFINITIONS.....	3
ARTICLE 3 - GENERAL WORKING CONDITIONS	5
ARTICLE 4 - WAGES AND SALARIES.....	6
ARTICLE 5 - CLOTHING AND EQUIPMENT.....	6
ARTICLE 6 - WORKING HOURS AND CONDITIONS*	6
ARTICLE 7 - OVERTIME*.....	8
ARTICLE 8 - SERVICE PAY.....	9
ARTICLE 9 - STANDBY PAY.....	9
ARTICLE 10 - SHIFT DIFFERENTIAL	10
ARTICLE 11 – VACATIONS.....	10
ARTICLE 12 - PUBLIC HOLIDAYS*.....	13
ARTICLE 13 – SENIOR WORK.....	14
ARTICLE 14 – DISCIPLINE AND DISMISSALS	16
ARTICLE 15 - RE-ENGAGEMENT OF FORMER EMPLOYEES	17
ARTICLE 16 – DISCRIMINATION.....	17
ARTICLE 17 - LEAVE OF ABSENCE	17
ARTICLE 18 - WITNESS DUTY.....	21
ARTICLE 19 - CHECK OFF.....	22
ARTICLE 20 - TRANSPORTATION	22
ARTICLE 21 – WORKERS’ COMPENSATION BOARD TOP-UP.....	22
ARTICLE 22 – PENSIONS.....	22
ARTICLE 23 - SUPPLEMENTATION OF COMPENSATION	22
ARTICLE 24 - GRIEVANCE PROCEDURE	25
ARTICLE 25 - INDEMNIFICATION.....	26
ARTICLE 26 – GROUP BENEFITS - DEFINITIONS.....	26
ARTICLE 27 – ADMINISTRATION OF GROUP BENEFITS	27
ARTICLE 28 – GROUP BENEFITS MENU	31
ARTICLE 29 – GRIEVABILITY, COVERAGE, CONFLICT.....	34
ARTICLE 30 - PROMOTIONS*.....	35
ARTICLE 31 - FIRE INSPECTIONS AND INVESTIGATIONS - TRANSFERS AND PROMOTIONS*.....	47
ARTICLE 32 - MEMBERS RETURNING TO FIRE OPERATIONS FROM FIRE STAFF DIVISION.....	49
ARTICLE 33 - JOINT HEALTH & SAFETY COMMITTEE	50
WAGES AND SALARIES – SCHEDULE NO. 1	52
PART A – FIREFIGHTERS’ PAY SCHEDULE (hourly and monthly rates)	52
PART B – FIRE MAINTENANCE OPERATIONS PAY SCHEDULE (hourly and monthly rates)	54
PART C – FIRE RESPONSE PARAMEDIC PAY SCHEDULE (hourly and monthly	

rates)	54
CLOTHING - SCHEDULE NO. 2.....	55

LETTERS OF UNDERSTANDING

Letter #1	RE: HEALTH AND WELLNESS PROGRAM	65
Letter #2	RE: HOURS OF WORK - FIRE INSPECTIONS AND INVESTIGATIONS, TRAINING, RECRUITMENT, HAZARDOUS MATERIALS, HEALTH AND SAFETY, COMMUNITY, SAFETY, CFD EMERGENCY MANAGEMENT, ALL CFD COORDINATORS, FIRE MARSHAL AND PIO	67
Letter #2A	RE: HOURS OF WORK- CEMA	69
Letter #3	RE: JOINT COMMITTEE ON BENEFIT PLANS.....	71
Letter #4	RE: MOVEMENT TO FIREFIGHTER 2 INDEX 102 AND FIREFIGHTER 3 INDEX 104.....	72
Letter #5	RE: JUNIOR FIRE STAFF CLASSIFICATIONS COMPETITION PROCESS.....	73
Letter #6	RE: FIRE INVESTIGATOR*	75
Letter #7	The Parties agree as follows.....	77
Letter #8	PROMOTIONS TO THE RANK OF LIEUTENANT AND CAPTAIN:	78
Letter #9	RE: IAFF LOCAL 255 MEMBERS ASSIGNED TO CEMA.....	81
Letter #10	RE: CEMA – 24 HOUR NOTICE OF SCHEDULE CHANGE	82
Letter #11	RE: BANKING OF OVERTIME FOR CHIEF OFFICERS	83
Letter #12	RE: RELIEF FIRE INVESTIGATORS	85
Letter #13	RE: COVERAGE ENGINES.....	87
Letter #14	RE: MECHANIC HOURS OF WORK	89

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

OF THE FIRST PART

and

THE CALGARY FIREFIGHTERS 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 2021 to 31 December 2023**. Notice to bargain for the successor collective agreement shall be deemed to have been served in accordance with the provisions of the *Labour Relations Code*. The parties agree to take the necessary steps to bargain in good faith a successor collective agreement. During bargaining, the terms and conditions of the collective agreement remain in effect.

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 371-2001.

2.02 For the purpose of this Agreement: "Fire **Operations** Member", "Fire Staff Member", "Fire Apparatus Technician Member", "Fire Maintenance **Operations** Member", "Fire Response Paramedic", and "Calgary Emergency Management Agency (CEMA) Member"

shall mean Members in those classifications as listed in Schedule No. 1, Part A & B & C of this Agreement.

2.03 Wherever the singular is used in this Agreement, it shall be considered as if the plural 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 Nominal Roll 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.

2.06 Definitions

All words that have an associated definition in the Collective Agreement will be capitalized.

“*” indicates that there is a Letter of Understanding that should also be considered for interpretation.

“Battalion Chief” shall mean a Fire Operations Member who leads a Platoon made up of Fire Operations Members. Battalion Chiefs have been successful in the promotional process as laid out in Article 30.06.03.

“Book off” shall consist of one Shift.

“CEMA” shall mean the Calgary Emergency Management Agency.

“CFD” shall mean the Calgary Fire Department.

“Chief” shall mean the Chief of Fire or the Chief of Calgary Emergency Management Agency of The City of Calgary.

“Platoon” shall mean a group of Fire Operations Members assigned and scheduled for Shifts on a rotating schedule and under the supervision of the Battalion Chief.

“Qualified District Chief” shall mean a Member who is qualified for promotion to

District Chief as per Article 30.06.02, and has been successful in the selection process for the District Chief Pool as laid out in Article 30.06.02.

“Shift” shall mean the daily scheduled hours of work commencing at a designated start time.

“Shift Trade” shall be no less than twelve (12) hours of one (1) twenty-four (24) hour Shift in Fire Operations.

“Tour” shall consist of two (2) twenty-four (24) hour Shifts in the following order: twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on.

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 **eighteen (18) months**, who has occupied a regular position, and who has successfully completed their probationary period.

3.02

(a) A permanent employee, who is assigned to special duties outside their 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 Member 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 Member is on layoff for a period of twelve (12) consecutive months.

(c) In case of a reduction of staff in Part B - **Fire Maintenance Operations**, the employee having the least amount of seniority in the 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.

(d) In case of a reduction of staff in Part C – Fire Response Paramedic, the employee having the least amount of seniority in the 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. 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

(a) The Fire **Operations** 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 **Operations** Members shall work the following twenty-four (24) hour **Shift** schedule: twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek.

(b) All Fire Response Paramedics **shall operate under a four (4) Platoon system. Each Platoon shall be under the supervision of the Battalion Chief. All Fire Response Paramedics** shall work the following twenty-four (24) hour **Shift** schedule: twenty-four (24) hours on; followed by forty-eight (48) hours off; followed by twenty-four (24) hours on; followed by ninety-six (96) hours off; to ensure an average forty-two (42) hour workweek.

6.03 Fire Inspections and **Investigations, Learning & Training Section**, Hazardous Materials Section, Health and Safety section, **Community Safety Section**, Airport Fire Coordinator, Public Information Officer, Technical Teams Coordinator 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 biweekly, with coffee and lunch breaks not included within these hours. This biweekly 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 **Fire Maintenance Operations***

- (a) Week One = 0655 to 1555 = 9 hours/day for five (5) days
Week Two = 0655 to 1555 = 9 hours/day for three (3) days
Week Two = 0655 to 1455 = 8 hours/day for one (1) day

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

- (b) Members of the **Fire Maintenance Operations** 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 three (3) mechanics will be on duty at all times.
- (e) A maximum of half the mechanics will take either Monday or Friday off in order to permit extended weekends.
- (f) Lieu time provisions as established in Clause 7.01 will not override the above criteria.
- (g) Concurrent with Clause 10.01, **Shift differential** will apply when the majority of hours worked fall outside the normal schedule of the **Fire Maintenance Operations**.

6.05 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 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 their 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, the Member shall be paid double time (x2) or at the Member's 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 Member'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 no later than 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 the Member's 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 Members on Long Term Disability shall accrue service for future service pay entitlement.

ARTICLE 9 - STANDBY PAY

9.01 Members of the **Fire Maintenance Operations**, the Health and Safety **Section**, the **Community Safety Section**, the Hazardous Materials Section of the Fire Department, and the Calgary Emergency Management Agency may be required to stand by from Saturday through Friday inclusive. Members 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 Members required to standby shall receive remuneration as outlined in Article 9.03.

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

9.03 Each Member while held on call as set out in Articles 9.01 and 9.02 shall receive standby remuneration of twenty-five dollars (\$25.00) per day for each day held on call and, in addition, shall be paid the applicable overtime rate for any work done.

Members who are on standby and who are subsequently required to perform work without physically attending the worksite or an event (e.g. via telephone, laptop, mobile device etc.), shall be paid overtime 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.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.01

(a) A One Dollar (\$1.00) per hour differential will be paid to Members for any hours of work (other than overtime) performed between 1730 and 0730.

(b) Shift differential will apply when the majority of hours worked fall outside the normal schedule of Fire Inspections and Investigations.

(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 OPERATIONS MEMBERS** shall be entitled to the following annual paid vacation:

- a) One hundred and forty-four (144) hours vacation after one (1) years' 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 **OPERATIONS** MEMBERS normally on **Shift** work shall commence on the first working day of a two (2) day work period as described in Clause 6.02 of this Agreement. That is, six (6) working **Shifts** for all FIRE **OPERATIONS** MEMBERS on one hundred and forty-four (144) hours of vacation, eight (8) working **Shifts** for all FIRE **OPERATIONS** MEMBERS on one hundred and ninety-two (192) hours of vacation, ten (10) working **Shifts** for all FIRE **OPERATIONS** MEMBERS on two hundred and forty (240) hours of vacation, twelve (12) **Shifts** for all FIRE **OPERATIONS** MEMBERS on two hundred eighty-eight (288) hours of vacation, and fourteen (14) **Shifts** for all FIRE **OPERATIONS** 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) years' 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 **OPERATIONS** MEMBER plus the MEMBER'S service as a FIRE STAFF MEMBER.

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

- a) Eighty (80) hours after one (1) years' 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.

FIRE **OPERATIONS** MEMBERS shall be allowed to split their annual vacation by taking single (48 hour) tours of vacation in accordance with a written procedure to be agreed upon and signed off by The City and the Association.

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

- 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 RESPONSE PARAMEDIC MEMBERS normally on **Shift** work shall commence on the first working day of a two (2) day work period as described by Clause 6.02 (b) of this Agreement. That is, six (6) working **Shifts** for all FIRE RESPONSE PARAMEDIC MEMBERS on one hundred and forty-four hours of vacation, eight (8) working **Shifts** for all FIRE RESPONSE PARAMEDIC MEMBERS on one hundred and ninety-two (192) hours of vacation, ten (10) working **Shifts** for all FIRE RESPONSE PARAMEDIC MEMBERS on two hundred and forty (240) hours of vacation, twelve (12) **Shifts** for all FIRE RESPONSE PARAMEDIC MEMBERS on two hundred and eighty-eight (288) hours of vacation, and fourteen (14) **Shifts** for all FIRE RESPONSE PARAMEDIC MEMBERS on three hundred and thirty six (336) hours of vacation.

FIRE RESPONSE PARAMEDIC MEMBERS shall be allowed to split their annual vacation by taking single (48 hour) tours of vacation in accordance with a written procedure to be agreed upon and signed off by The City and the Association.

11.02 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.

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

11.04 After eight (8) years of service, Members shall be allowed to bank up to one (1) week of vacation entitlement per year to a maximum of three (3) weeks. After seventeen (17) years of service, Members shall be allowed to bank up to two (2) weeks of vacation per year to a maximum of six (6) weeks. Banked vacation may be used in subsequent calendar years or paid out on retirement. For the purpose of this Article a week shall be defined as the average number of hours that a Member is required to work on a regular

basis. For Platoon Firefighters, a week shall be defined as per Clause 11.05. The use of banked vacation is subject to a policy agreed to by the City and the Association.

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

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

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

11.08 A Member who acts in a higher position for the majority of regular hours in a calendar year shall have their vacation in the subsequent year paid at the acting rate of pay.

ARTICLE 12 - PUBLIC HOLIDAYS*

12.01 All Firefighters and Fire Response Paramedics on **Shift** work shall receive one (1) day's 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, **Truth & Reconciliation 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 they work such a **Shift**, or are required to be on vacation on such a **Shift**, the Member shall be entitled to receive one-half (1/2) time pay for each hour the Member's **Platoon** works, in addition to regular pay.

(b) As well, should a Member's regular **Shift** fall on Christmas Eve or New Year's Eve, and said Member works after 1800 on said **Shift**, or is required to be on vacation on such a **Shift**, they will receive, in addition to regular pay, six (6) hours regular pay for those hours between 1800 hours and 2400 hours.

12.03

(a) Members who are required to perform work on a Public Holiday in the Fire Staff Division, as referenced in Article 30.01.02, shall receive payment in accordance with Article 12.01 of the collective agreement.

When a Public Holiday falls on a Member's regular working day and the Member is not required to perform work, the member shall receive only the regular salary and not the additional payment outlined in Article 12.01.

Notwithstanding the preceding paragraph, on an annual basis, a Member may elect to receive the additional payment in accordance with Article 12.01 of the collective agreement. Notice of such election must be submitted to the Staffing Liaison Coordinator prior to December 1 and shall remain in effect for the following calendar year. Members who so elect to receive this payment shall be required to work their next rearranged work day off to make up the additional payment received under Article 12.01 of the collective agreement. Members who are in receipt of Short-Term Disability (Sickness and Accident) Benefits, Long Term Disability (LTD) Benefits or Workers' Compensation Board (WCB) Benefits and who have elected to receive the additional payment, shall be required to work their next rearranged work day off to make up the additional payment upon their return to work.

(b) Members covered under Part B - **Fire Maintenance Operations**, who work regular day hours, on a steady Monday through Friday workweek, 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 their 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, the Member shall receive pay for the next higher rank or pay level to their position while acting in such senior capacity. In no case will a Member be paid more than one (1) rank or pay level above the Member's regular 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, Captain or **Qualified District Chief** 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 engine 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 an engine 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

Acting in a senior capacity shall be assigned to the most senior Member subject to Articles 13.03, 13.04 and 13.05.

(a) When an unknown vacancy occurs, acting temporarily may occur within the station until the most senior Member is placed. Within five (5) hours of being notified of the unknown vacancy and no less than seven (7) hours from end of **Shift**, the City will move the most senior Member to an acting position unless exceptional circumstances dictate otherwise.

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) For all **Shifts** subsequent to the initial unknown vacancy or when an absence is known in advance, acting in a senior capacity shall be assigned to the most senior Member subject to Articles 13.03, 13.04 and 13.05.

13.10 Acting in a senior capacity on a technical team shall be assigned only to the most senior Member who is qualified, subject to Articles 13.03, 13.04 and 13.05. It is understood that the positions on a technical team require extensive training and / or qualifications and certification. Technical teams include, but are not limited to: aquatics, heavy rescue, hazardous materials, high angle and air crash rescue.

The expansion or establishment of new technical teams will be done in consultation with the Association.

13.11 For the purposes of relief in **Fire Maintenance Operations**, when a Member is assigned the major duties and responsibilities of a higher position, the Member shall be paid the established rate for the next higher position. In no case will a Member be paid more than one (1) pay grade above their regular 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 Should The City suspend a Member pending investigation, the Member shall receive their regular rate of pay during the suspension. If The City determines, from the investigation, that a disciplinary suspension is warranted, then the following shall apply(a) In the event that the suspension pending investigation is shorter than the disciplinary suspension to be levied, the Association agrees that The City may recover regular pay from the employee equal to the number of days the employee had been suspended pending investigation. Those days will be deemed to be a portion of the disciplinary suspension. The remainder of the disciplinary suspension will be served by the Member as an unpaid suspension.

(b) In the event that the suspension pending investigation is longer than the discipline to be imposed, the Association agrees that The City may recover regular pay from the employee corresponding to the length of the disciplinary suspension.

In either event, the recovery will occur as a lump sum following the conclusion of the investigative process. Should The City terminate the employee following the conclusion of the investigative process, The City shall not recover the employee's pay while on suspension. Where The City determines from the investigation that no disciplinary suspension is warranted, no recovery of pay will occur.

14.03 When a Member is being interviewed for the purpose of determining disciplinary action, the Member shall be informed of their right to union representation. Except in the case of gross misconduct, or unless a Member declines their 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 union representation.

14.04 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 of the right to have union representation present.

14.05 Any Member of the Association desiring to grieve against their discipline or 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.

14.06 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.

14.07 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 Member 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, the Member's seniority shall date only from the date of 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, sexual orientation, gender identity, gender expression 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 their Deputy Chief or Manager through their supervisor. Should the application be refused the Member shall have the right to appeal to the Fire Chief / CEMA Chief through proper

officials of the Association. The decision of the Fire Chief / CEMA Chief shall be final and shall be communicated to the Association in writing.

17.02 When a Member 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 Member'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 Member 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 Deputy Chief in charge of labour relations who will refer it with recommendations to the Fire Chief / CEMA Chief for approval or otherwise, and The City agrees, if at all possible, to grant the request. In the event that the Fire Chief / CEMA Chief refuses the application, the matter shall be referred to the General Manager for final decision. During the absence of a Member of the Association on special work of this nature, such Member shall retain their original seniority in the Fire Department, with no decrease in status, but without claim to any promotions during their 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 Deputy Chief or designate. Where the Deputy Chief or designate is satisfied that the request is legitimate, they shall grant a leave of absence with pay, for two (2) working **Shifts** for Members of the Fire **Operations** Division or seven

(7) calendar days for Members of the Fire Staff Division and **Fire Maintenance Operations**. 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 Member's spouse.

At the discretion of the Deputy Chief or designate, Bereavement Leave may be granted for the demise of the brother-in-law, sister-in-law, uncle, or aunt of the Member or Member's spouse.

When a Member qualifies for bereavement leave during their 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 Members option rescheduled to a date mutually agreed to by the Member 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.

Birth/Custody Leave

17.07 Upon request, a Member shall be given one (1) day's (one (1) shift's) leave of absence with pay with the option of attending the delivery of their child or attending to the release from hospital of their partner 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.

Compassionate Care Leave

17.08 Members who have at least 90 days service with the City, shall be entitled to Compassionate Care Leave without pay in accordance with the terms outlined in the Alberta Employment Standards Code. During such Compassionate Leave, the Member shall be entitled to accumulate service in accordance with the collective agreement.

Family Leave

17.09

(a) Full-time and permanent part-time Members occupying regular 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. Members 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 Members' 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 a Member 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 a Member to meet their responsibilities to an ill or elderly family member, consideration will be given to the transfer of the Member to the suitable vacancy. Reduction in hours of work, or movement of Members 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

17.10

(a) A pregnant Member, who is permanent or who has ninety (90) days continuous service, shall be entitled to maternity leave without pay for a period not to exceed sixteen (16) 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, Members may be eligible for benefits as any other Member absent on sick leave. During the first six (6) months of pregnancy, such Members 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 Member, within thirteen (13) weeks of the estimated delivery date, but no later than the date of the birth of the child. During such maternity leave, the Member shall be entitled to accumulate service and seniority in accordance with the Collective Agreement.

(b) A Member 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 17.10(a), Members who are pregnant and have been seen by a physician of their own choosing and advised not to be in the workplace shall be eligible to apply for Short Term Disability benefits. Should this Member be approved for Short Term Disability and/or Long-Term Disability prior to the date **they** had indicated that **their** maternity leave would commence, this period of absence will not be included as part of **their** maternity leave.

(d) Such Members 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) In the case of a probationary employee, when medically cleared by their doctor to return to work, they will resume their probation period at the point where they left

active fire duty and complete the remainder of the probationary period. Upon returning to work from such leave, the Member shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the Member prior to commencing maternity leave.

Adoption Leave

17.11

(a) Where a Member 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 sixteen (16) weeks.

(b) The Member shall give, where possible, written notice of at least two (2) weeks before the Member can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the Member 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 sixteen (16) 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 sixteen (16) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

Parental Leave

17.12 Members with ninety (90) days 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 sixty-two (62) 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 sixty-two (62) weeks. The parents may be granted leave simultaneously, subject to operational needs.

ARTICLE 18 - WITNESS DUTY

18.01 Any Member 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 Member turns over to The City any fees or payment received 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 employment with The City, and in which The City Solicitor certifies The City as having an interest, the Member 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 biweekly 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, fire response paramedic duties 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 **Operations** 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 **Operations** 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 **Operations** 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 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 their full pay under the terms of this and subsequent Agreements as if their 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 **Operations** 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 the Member 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 the Member 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 who had lived with that other person in a marriage-like relationship immediately preceding the time

of death for at least five (5) years, or for at least two (2) years and has born the child or children of such Member, and is generally known as the Member's spouse in the community in which they lived at the time of death of the Member.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01

(a) If any difference concerning the interpretation, application, operation or any alleged violation of this Agreement or any question 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, 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 designate and shall include a statement of the difference and a proposed remedy. The Deputy Fire Chief or 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 designate may submit the grievance to the Fire Chief. The Fire Chief or 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 undeclass (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 the duties of a Firefighter or Fire Response Paramedic, except where the action of a Member constitutes a gross disregard or neglect of their duty as a Firefighter or Fire Response Paramedic. 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 their 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 they became disabled.

Short term Pre-Disability Biweekly 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. The City will discuss with the Association in advance of any changes to said documentation.

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, with the exception of group life insurance, 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.

The Member's group life insurance coverage will continue according to the terms of this Agreement for the duration of the suspension, provided all premiums for which the Member is responsible for are paid.

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 the 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, dental 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 their 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 their Dependents were eligible prior to the Member's death, to the extent that the Member's surviving spouse and each of their 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, service with a relief organization or parental leave, 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 Where a Member is absent due to Disability for more than 5 consecutive working days or more than 2 consecutive working days if on **P**latoon schedule, the Member shall submit a Form (as agreed to by the parties) completed by the Member's physician to the Third Party Claims Adjudicator (Adjudicator). For absences of less than 21 calendar days, a Form completed by a chiropractor duly licensed and registered in Alberta will be accepted where appropriate. The Member shall be reimbursed for the cost charged by the physician/chiropractor to complete the Form. Benefits may be denied if the Adjudicator determines that the information is insufficient or is not provided in a timely manner when requested.

28.02.1 After receiving the Form completed by the Member's physician/chiropractor, The Adjudicator has the right to request further information from the Member's physician/chiropractor, provided that this information is necessary to assess or re-assess the Member's claim.

28.02.2 Where the information provided by the Member's physician/chiropractor pursuant to Articles 28.02 and 28.02.1 is considered by the Adjudicator to be insufficient or inadequate for the purposes of assessing or re-assessing the Member's claim, the Member may be reasonably required to submit to a medical evaluation by a physician, psychiatrist or psychologist selected by The City. A copy of all correspondence and reports shall be forwarded to the Adjudicator and the Member.

28.02.3 All correspondence and reports received by The City pursuant to Articles 28.02, 28.02.1 and 28.02.2 are recognized as confidential and will be treated in accordance with The City's policies, the Freedom of Information and Protection of Privacy Act 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 Biweekly Gross Earnings.

28.05 Benefit payments shall be made directly to the Member by The City on regularly scheduled biweekly 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 Biweekly 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 their own discretion and subject to 28.02, elect to instead receive short-term Disability benefits and reschedule the remainder of their 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 their 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 the Member's 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 biweekly 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 Biweekly 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 biweekly 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 each Member shall be forwarded by The City through biweekly 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 biweekly installments. Members of the Association shall pay 20% of the required premium amount through biweekly 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 biweekly installments. Members of the Association shall pay 30% of the required premium amount through biweekly 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 their 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 biweekly 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 **OPERATIONS** 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)	Firefighter 3 (no later than the end of the 8 th year)*	FF-04104
g)	Firefighter 2 (no later than the end of the 6 th year)*	FF-04105
h)	Firefighter 1	FF-04199
	Permanent 4 th year Firefighter	
	Permanent 3 rd year Firefighter	
	Permanent 2 nd year Firefighter	
	Probationary Firefighter	

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

30.01.02 FIRE STAFF 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 (Fire)	FF-04135
(I)	Emergency Management Coordinator (CEMA)	FF-04137
(J)	Hazardous Materials Coordinator	FF-04140
(K)	Coordinator of Training	FF-04190
(L)	Airport Fire Coordinator	FF-04123
(M)	Wellness Fitness Coordinator	FF-04113
(N)	Medical Services Coordinator	FF-04187
(O)	Technical Teams Coordinator	FF-04183
(P)	Technical Services Officer	FF-04161

(Q)	Fire Prevention Training Officer	FF-04193
(R)	Fire Investigator	FF-04195
(S)	Hazardous Materials Officer	FF-04141
(T)	Emergency Management Officer (Fire)	FF-04133
(U)	Emergency Management Officer (CEMA)	FF-04132
(V)	Health and Safety Officer	FF-04176
(W)	Fire Training Officer	FF-04191
(X)	Assistant Medical Officer	FF-04181
(Y)	Public Information Officer	FF-04150
(Z)	Recruitment Officer	FF-04112
(AA)	Fire Safety Codes Officer Level 2	FF-04163
(BB)	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 **Operations** Members listed in Schedule #1 Part A.

30.01.03 FIRE MAINTENANCE **OPERATIONS** 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 Lead	FO-03375
(C)	Fire Mechanic II	FO-03374
(D)	Fire Mechanic I	FO-03369
(E)	Shop Labourer	FO-03373

30.01.04 FIRE RESPONSE PARAMEDICS includes the following designated positions compensated according to Schedule No.1, Part C.

(A)	Fire Response Paramedic	FF-04210
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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 Nominal Roll 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 firefighting, 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 **or Qualified District Chief**, 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 the candidate refuse or fail to compete for promotion, they may compete again at the next examination, however, 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 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 Nominal Roll 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 Nominal Roll as per Department practice following the final Member on the most recent Department Nominal Roll.

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 Firefighters and/or Officers transferring to other Divisions from the Fire **Operations** Division will retain their earned eligibility position in the Fire **Operations** Division. Requests, in writing, for transfer back to the Fire **Operations** Division (to the Member's position on the Department Nominal Roll as per 30.05.02) will be honored. Such transfers will be made without prejudice as vacancies in the Fire **Operations** Division permit.

30.05.05 All classifications included within the Fire Staff shall be subject to the following conditions for advancement within the Fire **Operations** Division:

- a) They shall be allowed to compete on the Fire **Operations** Company Officers competition at the same time they would have normally written the examination, based on their relative position on the Department Nominal Roll.

- b) If they are successful in the Fire **Operations** Company Officers competition, they shall remain qualified for the position and shall progress in their qualification relative to their position on the Department Nominal Roll 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 Nominal Roll.
- c) Reappointment to the Fire **Operations** 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 Nominal Roll.
 - ii) If a Member is assigned apart from the Fire **Operations** Division for a five (5) year period, then the Member must complete a re-entry training program prior to assuming their position on the Department Nominal Roll as per Article 30.05.02.
 - iii) Members returning to the Fire **Operations** Division must use all outstanding overtime or request a pay-out prior to returning to **Operations**.
 - iv) Members returning to the Fire **Operations** Division must use up excess vacation to ensure that when they return, their vacation can be taken in regular tours (48 hours).

30.05.06 A Member may be placed in a lower position on the Department Nominal Roll 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 **Operations** 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 **OPERATIONS** PROMOTIONAL PROCESSES

30.06.01 FIRE **OPERATIONS** 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 Nominal Roll of Firefighters.
- 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.
- d) The Promotional Board will select the Members to compete by their position on the Nominal Roll 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 **Operations** 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 **Operations** 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, the Member's position on the Department Nominal Roll shall be reduced by thirty (30) names. Such

Member shall not be eligible for acting or promotional opportunities in Company Officer positions while the Member is disqualified. Once qualified the Member shall resume the ability to act and shall be promoted according to the Member's new seniority position on the Department Nominal Roll.

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 **Operations** 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 six (6) months, 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 OPERATIONS 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 District Chief** in the Fire District Chief Officers pool. The Fire District Chief Officers Pool shall consist of up to two (2) **Qualified District Chiefs** per confirmed District Chief position. **Qualified District Chiefs** 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 Nominal Roll 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 District Chiefs** 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 OPERATIONS FIRE BATTALION CHIEF OFFICERS
PROMOTIONAL PROCESS**

- 30.06.03.01 All confirmed and qualified Fire **Operations** 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 **Operations** 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) – (O).
- 30.07.01.02 Competitions shall consist of interviews with Members of Fire Department Administration and Senior **Operations** 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 Nominal Roll as of the closing 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 (P) – (Z).
- 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 4th year Firefighter 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, Learning & Training Section, and Fire Maintenance Operations, 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, 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 Firefighters as per 30.01.01 (e) - (h) on Special Assignment shall be compensated at the rank of Fire Lieutenant.

30.08.03 Fire Response Paramedics who conduct field training will be paid a training premium of 7.48% in addition to their regular hourly rate of pay for all hours engaged in such training.

ARTICLE 31 - FIRE INSPECTIONS AND INVESTIGATIONS - TRANSFERS AND PROMOTIONS*

The parties agree to the following terms and conditions of employment with respect to Fire Inspections and Investigations:

31.01 Fire Inspections and Investigations

Fire Inspections and Investigations 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. The Fire Inspections section shall be under the supervision of two (2) Coordinators and the Fire Investigations section shall be under the supervision of one (1) Coordinator who shall oversee and supervise Members occupying the classifications within that section as set out below:

Fire Inspections

Fire Safety Codes Officer Level 2
Fire Prevention Training Officer
Technical Services Officer

Fire Investigations

Fire Investigator

31.01.01 Notwithstanding Article 31.01, Fire Inspections and Investigations Members occupying the classification of Technical Services Officer within Fire Inspections shall be under the supervision of the Senior Fire Protection Engineer.

31.02 Transfers into Fire Inspections and Investigations

Subject to Article 30.07.02, opportunity for transfer into Fire Inspections and Investigations from another Fire Department Division shall occur only when a

vacancy exists in the classification of Fire Safety Codes Officer. Only those Members within the Fire Department who have attained the Fire Operations Division classification of Permanent 4th year Firefighter as of the closing date of the competition shall be eligible to compete for the classification of Fire Safety Codes Officer. 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 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 Fire Inspections and Investigations who have completed two (2) years' service within Fire Inspections and Investigations 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 Fire Inspections and Investigations seniority.

31.04 Promotion to Fire Inspections Coordinator

Subject to Article 30.07.01, only those Members within Fire Inspections and Investigations who as of the closing date of the competition have completed ten (10) years' service with the Fire Department as per the Department Nominal Roll including a minimum of two (2) years in Fire Inspections and Investigations 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.

31.05 Promotion to Fire Investigator

In the event of a permanent vacancy in the classification of Fire Investigator, only Members of Inspections and Investigations shall be eligible for the position in accordance with seniority.

31.06 Promotion to Fire Investigations Coordinator

Subject to Article 30.07.01, only those Members within Fire Inspections and Investigations who as of the closing date of the competition have completed ten (10) years' service with the Fire Department as per the Department Nominal Roll including a minimum of two (2) years in Fire Inspections and Investigations 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.

31.07 Promotion to Fire Marshal

Subject to Article 30.07.01, only those members with ten (10) years' seniority as per the Department Nominal Roll and who have two (2) years' experience in Inspections and Investigations, after attaining the qualification of a Safety Codes Officer Level 2 in accordance with the Alberta Safety Codes Act shall be eligible to compete for the classification of Fire Marshal.

31.08 Acting within Fire Inspections and Investigations

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 workweek the senior Member **in the role of Safety Codes Officer Level 2 within** the Inspections section, 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 workweek the senior Member **in the role of Fire Investigator within** the Investigations section, 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 workweek the Member with the most seniority as a Coordinator within the Investigations / Inspections 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 workweek, acting shall commence on the first day.

ARTICLE 32 - MEMBERS RETURNING TO FIRE OPERATIONS FROM FIRE STAFF DIVISION

1. A Member transferring into the Fire Staff shall be required to stay in that division for a minimum of two (2) years. This does not apply to transfers or positions within the same division.
2. An assessment period of nine (9) months shall begin upon appointment to a Fire Staff division position. During this assessment period a Member may choose to return to the Fire Operations Division or may be returned to the Fire Operations Division at management's discretion.
3. In addition to Article 30.05.05 (c), when a Member returns to the Fire Operations Division from a Fire Staff Division position, after the completion of the nine (9) month assessment period, the following will apply:
 - a) In accordance with Article 30.05.04, the Member will be paid at their eligibility rate as defined by Article 30.05.02, on the Department Nominal Roll.
 - b) For a Member to be confirmed into their applicable ~~suppression~~ operations rank on the Department Nominal Roll, the following will apply:
 - i. If a Member has not been confirmed as a Senior Firefighter in the Fire Operations Division prior to leaving for the Fire Staff

Division, the Member must work 20 tours in a Senior Firefighter position and, notwithstanding Article 30.06.01.06, work 20 tours in a Lieutenant position. The Member may act as a Captain during the final 5 tours while working as a Lieutenant.

- ii. Notwithstanding Article 30.06.01.06, if a Member has been confirmed as a Senior Firefighter and has qualified as a Company Officer in the Fire Operations Division prior to leaving for the Fire Staff Division, the Member will be required to work 40 tours as a Lieutenant and for the final 25 tours, the Member may act as a Captain.**
 - iii. Notwithstanding Article 30.06.01.06, if a Member has been confirmed as a Lieutenant in the Fire Operations Division prior to being appointed to the Fire Staff Division, the Member will be required to work as a Lieutenant for 20 tours and for the final 5 tours, the Member may act as a Captain.**
 - iv. Once the above requirement(s) have been completed, the Member will be offered the next available vacancy for their applicable rank as per Article 30.05.04.**
 - v. Time spent on vacation or on any other type of leave is not included in the tour requirements.**
- c) If required to complete a re-entry training program, the time required to complete the training shall not count towards the above-mentioned tours referenced in 3 (b) i, 3 (b) ii and 3 (b) iii.**

ARTICLE 33 - 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 _____ 2023 in The City of Calgary

FOR THE CORPORATION OF THE
CITY OF CALGARY

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL 255

David Duckworth, CITY MANAGER

Codey McIntyre, PRESIDENT

Katarzyna Martin, CITY CLERK

JP LeBlanc, EXECUTIVE VICE PRESIDENT

WAGES AND SALARIES – SCHEDULE NO. 1

PART A – FIREFIGHTERS’ PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	Index	01/01/20 (Hourly)	01/01/20 (Monthly)
FIRE OPERATIONS MEMBERS				
FF-04126	Fire Battalion Chief	159	\$74.45	\$13,602
FF-04121	Fire District Chief	139	\$65.08	\$11,891
FF-04111	Fire Captain and Qualified District Chief	126	\$59.00	\$10,779
FF-04106	Fire Lieutenant	118	\$55.25	\$ 10,095
FF-04180	Senior Firefighter	107	\$50.10	\$9,154
FF-04104	Firefighter 3	104	\$48.70	\$8,897
FF-04105	Firefighter 2	102	\$47.76	\$8,726
FF-04199	Firefighter 1	100	\$46.83	\$8,555
	Permanent 4 th yr F/F	95	\$44.48	\$8,127
	Permanent 3 rd yr F/F	85	\$39.80	\$7,272
	Permanent 2 nd yr F/F (19-24 months)	75	\$35.12	\$6,416
	Probationary F/F (13-18 months)	75	\$35.12	\$6,416
	Probationary F/F (0-12 months)	65	\$30.44	\$5,561
FIRE STAFF MEMBERS				
FF-04123	Airport Fire Coordinator	138	\$67.85	\$11,806
FF-04190	Coordinator of Training	138	\$67.85	\$11,806
FF-04191	Fire Training Officer	126	\$61.95	\$10,779
FF-04113	Wellness Fitness Coordinator	138	\$67.85	\$11,806
FF-04112	Recruitment Officer	126	\$61.95	\$10,779
FF-04136	Recruitment Coordinator	138	\$67.85	\$11,806
FF-04116	Fire Information Systems Coordinator	138	\$67.85	\$11,806
FF-04115	Community Safety Coordinator	138	\$67.85	\$11,806
FF-04109	Community Safety Officer	126	\$61.95	\$10,779
FF-04114	Health & Safety Coordinator	138	\$67.85	\$11,806
FF-04176	Health and Safety Officer	126	\$61.95	\$10,779
FF-04166	Fire Marshal	159	\$78.17	\$13,602
FF-04108	Fire Inspections Coordinator	138	\$67.85	\$11,806
FF-04165	Fire Investigations Coordinator	138	\$67.85	\$11,806
FF-04163	Safety Codes Officer 2	126	\$61.95	\$10,779

Job Code	Classification Title	Index	01/01/20 (Hourly)	01/01/20 (Monthly)
FF-04161	Technical Services Officer	126	\$61.95	\$10,779
FF-04195	Fire Investigator	126	\$59.00	\$10,779
FF-04150	Public Information Officer	126	\$61.95	\$10,779
FF-04135	Emergency Management Coordinator (Fire)	138	\$67.85	\$11,806
FF-04137	Emergency Management Coordinator (CEMA)	138	\$67.85	\$11,806
FF-04133	Emergency Management Officer (Fire)	126	\$61.95	\$10,779
FF-04132	Emergency Management Officer (CEMA)	126	\$61.95	\$10,779
FF-04140	Coordinator Hazardous Materials	138	\$67.85	\$11,806
FF-04141	Hazardous Materials Officer	126	\$61.95	\$10,779
FF-04181	Assistant Medical Officer	126	\$61.95	\$10,779
FF-04193	Fire Prevention Training Officer	126	\$61.95	\$10,779
FF-04183	Technical Teams Coordinator	138	\$67.85	\$11,806

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

PART B – FIRE MAINTENANCE OPERATIONS PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	01/01/20 (Hourly)	01/01/20 (Monthly)
FIRE APPARATUS TECHNICIAN MEMBERS			
FO-04201	Chief Fire Mechanic	\$68.20	\$11,866
FO-03213	Apprentice Auto Mechanic		
	1st 6 months - 65% of Fire Mechanic I Rate	\$30.95	\$5,385
	2nd 6 months - 68% of Fire Mechanic I Rate	\$32.38	\$5,634
	3rd 6 months - 71% of Fire Mechanic I Rate	\$33.80	\$5,882
	4th 6 months - 75% of Fire Mechanic I Rate	\$35.71	\$6,214
	5th 6 months - 80% of Fire Mechanic I Rate	\$38.09	\$6,628
	6th 6 months - 84% of Fire Mechanic I Rate	\$39.99	\$6,959
	7th 6 months - 90% of Fire Mechanic I Rate	\$42.86	\$7,457
	8th 6 months - 95% of Fire Mechanic I Rate	\$45.24	\$7,871
FO-03375	Shop Lead	\$53.74	\$9,351
FO-03374	Fire Mechanic II	\$49.95	\$8,692
FO-03369	Fire Mechanic I	\$47.61	\$8,285
FO-03373	Shop Labourer	\$28.86	\$5,022

PART C – FIRE RESPONSE PARAMEDIC PAY SCHEDULE (hourly and monthly rates)

Job Code	Classification Title	01/01/20 (Hourly)	01/01/20 (Monthly)
FF-04210	Fire Response Paramedic	\$53.05	\$9,692

Wage Increase Attachment:

This page is attached to the 2021-2023 Agreement to include the effective date of pay increases.

1. The rates shown in this collective agreement reflect an increase of **2.0%** effective **2021 January 04**, **3.5%** effective **Pay Period 1, 2022**, **3.5%** effective **Pay Period 1 2023**.

CLOTHING - SCHEDULE NO. 2

Clothing/General

- 1) For the purposes of this Schedule, a unit shall be defined as a singular numerical value for an article of clothing.
- 2) For the purposes of this Schedule, two (2) individual pieces, that being a left and a right piece respectively, shall define a unit for the issuance of gloves, shoes and socks.
- 3) For the purposes of this Schedule, an item shall be defined as the descriptive term for a unit or units within a clothing category.
- 4) If uniform items from list" B" &" C" below are mutilated or destroyed in Fire Duty or from excessive on duty wear, they will be replaced by The City on an exchange basis after inspection and approval of the Chief or designate. All items presented for replacement shall be submitted to Corporate Clothing Stores.
- 5) Meaningful consultation with respect to clothing is to take place at meetings of the Bargaining Clothing Committee before the purchase of any of the items from within Schedule No. 2 so that the Executive of the Association can inspect and provide feedback on the items supplied under this agreement. The Bargaining Clothing Committee shall consist of Members of the IAFF Local 255 Executive Board and representatives of Management.
- 6) There will be no re-issue of articles of clothing classed as uniform or personal equipment, with certain specific exceptions i.e. trainees, unless such clothing and equipment has been thoroughly cleaned, repaired and made serviceable by the City.
- 7) Upon separating from the service of the Calgary Fire Department all protective clothing and firefighting equipment shall be returned.
- 8) When a Member separates from the service of the Calgary Fire Department, all personal clothing or equipment bearing CFD markings shall be returned.
- 9) Issues of other clothing or equipment may be approved by the Fire Chief in consultation with the Association Executive from time to time.
- 10) Where, at the discretion of the Chief, a Member is required to perform Department duties 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 frame each year that a Member 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.

Initial Issue List – Fire **Operations**, Fire Staff and Fire Response Paramedics

The following items will be provided to Fire **Operations**, Fire Staff or Fire Response Paramedic Members at the time of hire and will be replaced on either an exchange or point system basis as per List “A”, “B” or “C”:

INITIAL ISSUE LIST	
FIRE OPERATIONS , FIRE STAFF, AND FIRE RESPONSE PARAMEDICS	
ITEM	ISSUE
All-Weather Jacket	1
Athletic Shorts (with logo)	2
Ball Cap	1
Bar – Name (Cloth, Fire Department)	4
Bar – Rank (Cloth, Fire Department)	4
Belt Buckle	1
Collar Dogs	1 pair
Dress Shirt (White, Long Sleeve, with shoulder flashes)	2
Dress Shoes	1 pair
Dress Trousers	2
Dress Tunic as required, but (No more often than one [1] every three [3] years)	1
Forage Cap as required but (No more often than one [1] every three [3] years)	1
Job Shirt (1/4 zip sweat shirt)	1
Leather Belt	1
Neck Ties	2
Socks	6 pair
Station Boots (with Zipper Kit) or Station Shoes	1 pair
Station Wear Shirt (Long sleeve and or short sleeve, with shoulder flashes)	4
Station Wear Trousers	4
Sweater with Shoulder Flash	1
Sweatpants (with logo)	2
Sweatshirt (with logo)	2
T-Shirt (Dark Navy (with logo)	6
T-Shirt (White, Cotton)	2
Toque	1
Winter Gloves	1 pair

Exchange List A – Fire **Operations**, Fire Staff and Fire Response Paramedics

The following items are provided to Fire **Operations**, Fire Staff and Fire Response Paramedic Members at the time of hire and will be replaced on an as-needed basis using an exchange system i.e. return an old or worn item and receive a new item. A Member must present items to be returned to their District Chief or Supervisor who will provide written confirmation to be provided to Corporate Clothing at the time of replacement.

LIST A – EXCHANGE ITEMS	
FIRE - OPERATIONS , FIRE STAFF, AND FIRE RESPONSE PARAMEDICS	
All-Weather Jacket	
Bar – Name (Cloth, Fire Department)	
Bar – Rank (Cloth, Fire Department)	
Dress Shirt (Long Sleeve, with shoulder flashes)	
Dress Trousers (No. 1 Dress)	
Dress Tunic as required, but no more often than one [1] every three [3] years	
Job Shirt (1/4 zip sweatshirt with shoulder flashes)	
Forage Cap as required, but no more often than one [1] every three [3] years	
Station Wear Shirt (Long sleeve and/or short sleeve, with shoulder flashes)	
Station Wear Trousers	

*_Chief Officers shall receive one (1) battle dress type jacket as required, but no more often than one (1) every three (3) years

Points List B – Fire **Operations**, Fire Staff, and Fire Response Paramedics

The following items shall be valued under a point-system for issuance or replacement to Fire **Operations**, Fire Staff and Fire Response Paramedic Members, pursuant to the conditions as listed below:

LIST B – POINT-SYSTEM ITEMS		
FIRE - OPERATIONS , FIRE STAFF, AND FIRE RESPONSE PARAMEDICS		
ITEM	# OF POINTS PER UNIT	MAX ISSUE PER YEAR
Athletic Shorts (with logo)	10	2
Ball Cap	5	1
Belt Buckle	15	1
Blazer (Navy Blue, Gold Crest)	80	1
Collar Dogs	1	2 pair
Leather Belt	15	1
Mess Kit - Fire	150	1
Neck Ties	2	2
Neck Tie (Navy, FD Embroidered)	5	2
Socks	3	12 pair
Sweater	20	1
Sweatpants (with logo)	10	2
Sweatshirt (with logo)	10	2
T-Shirt (Dark Navy with logo)	5	6
T-Shirt (White, Cotton)	5	6
Toque	15	1

Winter Gloves	15	1 pair
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Footwear List C – Fire **Operations, Fire Staff and Fire Response Paramedics**

The following footwear items shall be valued under a point-system for issuance or replacement to Fire **Operations**, Fire Staff and Fire Response Paramedic Members, pursuant to the conditions as listed below:

LIST C – FOOTWEAR AVAILABLE THROUGH POINTS		
FIRE - OPERATIONS , FIRE STAFF, AND FIRE RESPONSE PARAMEDICS		
ITEM	# OF POINTS PER UNIT	MAX ISSUE PER YEAR
Station Boot* (from available choices)	60	1 pair
Dress Shoe	60	1 pair
Zipper Kit	10	1 pair
*Medical Shoe / Boot – When specialized footwear is required due to medical circumstances, it will be provided, in lieu of the standard issue Station footwear upon review and approval of the Chief or designate. Supporting medical documentation may be required. This specialized footwear will be replaced on a point-system basis for as long as the medical requirement exists.		

Initial Issue List – Fire Maintenance Operations

The following items will be provided to **Fire Maintenance Operations** Members at the time of hire and will be replaced on an exchange or point system basis as per List “D” or “E”:

INITIAL ISSUE LIST	
FIRE MAINTENANCE OPERATIONS	
ITEM	ISSUE
All-Weather Jacket	1
Athletic Shorts (with logo)	2
Ball Cap	1
Bar – Name (Cloth, Fire Department)	2
Bar – Rank (Cloth, Fire Department)	2
Belt Buckle	1
Leather Belt	1
Socks	6 pair
Steel-toe Boots	1 pair
Uniform Wear Shirt (Long sleeve or short sleeve, with identifying markings)	2
Sweater	1
Uniform Wear Trousers	2
Sweatpants (with logo)	1
Sweatshirt (with logo)	1
T-Shirt (Dark Navy, with logo)	6
Toque	1
Winter Gloves	1 pair

Exchange List D – Fire Maintenance Operations

The following items are provided to **Fire Maintenance Operations** Members at the time of hire and will be replaced on an as-needed basis using an exchange system i.e. return an old or worn item and receive a new item. A Member must present items to be returned to their District Chief or Supervisor who will provide written confirmation to be provided to Corporate Clothing at the time of replacement.

LIST D – EXCHANGE ITEMS	
FIRE MAINTENANCE OPERATIONS	
All-Weather Jacket	
Bar – Name (Cloth, Fire Department)	
Bar – Rank (Cloth, Fire Department)	
Uniform Wear Shirt (Long sleeve or short sleeve, with shoulder flashes)	
Uniform Wear Trousers	
Steel-toe Boots	

Points List E – Fire Maintenance Operations

The following items shall be valued under a point-system for issuance or replacement to **Fire Maintenance Operations** Members, pursuant to the conditions as listed below:

LIST E – POINT-SYSTEM ITEMS		
FIRE MAINTENANCE OPERATIONS		
ITEM	# OF POINTS PER UNIT	MAX ISSUE PER YEAR
Athletic Shorts (with logo)	10	2
Sweater	20	1
Ball Cap	5	1
Belt Buckle	15	1
Leather Belt	15	1
Socks	3	12 pair
Sweatpants (with logo)	10	2
Sweatshirt (with logo)	10	2
T-Shirt Dark Navy (with logo)	5	6
Toque	15	1
Winter Gloves	15	1

<u>List F - Initial Issue / Replacement List – Calgary Emergency Management Agency (CEMA)</u>	
INITIAL ISSUE / REPLACEMENT LIST	
CALGARY EMERGENCY MANAGEMENT AGENCY (CEMA)	
ITEM	ISSUE
Uniform Wear Shirt (Long sleeve or short sleeve, with CEMA logo)	4
Uniform Wear Trousers	4
Dress Tunic *Members transferring to CEMA shall have their current CFD tunic altered to reflect CEMA uniform and rank.	
All Weather Jacket * Members transferring to CEMA shall have their current CFD All Weather altered to reflect CEMA uniform and rank	
Dress Shoe	1
*Medical Shoe – When specialized footwear is required due to medical circumstances, it will be provided, in lieu of the standard issue dress shoe upon review and approval of the Chief or designate. Supporting medical documentation may be required. This specialized footwear will be replaced on an exchange-system basis for as long as the medical requirement exists.	

CFD Members shall receive the following clothing issue point allocation annually, every January 1st:

CLASSIFICATION	POINTS
(A) Chief Officers	150
(B) Platoon Officers, Firefighters, Fire Response Paramedics, CEMA IAFF 255 Staff	150
(C) Community Standards, Training, Emergency Management, Hazardous Materials, Health & Safety, Public Information Officer	150
(D) Fire Maintenance Operations Personnel	100

For the purposes of this Schedule the following restrictions shall apply:

- 1) All t-shirts, sweat pants, sweatshirts and athletic shorts shall be identified with a Calgary Fire logo. Both the logo and the style of clothing are to be agreed upon between IAFF Local 255 and Fire Department Administration.
- 2) The City shall distribute to each CFD and CEMA 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 include the clothing issue items available on List “B”, “C”, or “E” and their respective point values and conditions as appropriate to their Division. CFD and CEMA 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 Member’s available points. All forms shall be signed and dated by the Member.
- 3) Unused clothing issue points may be banked and carried over to subsequent years to a maximum equivalent of one (1) year allocation. CFD and CEMA 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.
- 4) CFD and CEMA 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 should do so within twenty-one (21) days of notification.

- 5) All clothing issue point items selected by CFD and CEMA Members shall be issued by the City.
- 6) Clothing will be issued by the end of the calendar year; any extended delay will be communicated to the Association.
- 7) The respective point value of any clothing issue points that are unavailable and which were previously ordered shall be added to the total clothing issue point allocation for the subsequent calendar year for the Members affected.
- 8) Any dispute arising from Clothing - Schedule No. 2 may be grieved utilizing the grievance process outlined in Article 24 of this Collective Agreement.
- 9) Members separating from service for the purpose of retirement will be allowed to retain articles of clothing which appear within the Retired Member clothing list.

Retired Members Clothing List

ITEM	RETAINED
Dress shirts (white, long sleeve, with shoulder flashes)	2
Dress trousers	2
Dress tunic (with retirement crest applied by Corporate Clothing)	1
Neck ties	2
Oxford shoes	1
Forage cap	1
Lapel pins	1 pr
Collar pins	1 pr
Leather belt	1
Belt buckle	1

Retired members may replace items within the Retired Member Clothing list by purchasing them through Corporate Clothing Stores.

Personal Protective Equipment (PPE)

All members will be provided with PPE based on position job requirements, which will meet or exceed Alberta OH&S requirements.

Uniform Markings and Insignia

Uniform markings and insignia shall reflect job responsibilities and classifications and shall be in accordance with the following guidelines:

- a) All members shall wear insignia based on their current division and job classification.
- b) Insignia and job classification shall only be used when assigned to the division in which they apply, with the exception of secondments or acting assignments.
- c) 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 _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: October 24, 2000

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

RE: HOURS OF WORK - FIRE INSPECTIONS AND INVESTIGATIONS, TRAINING, RECRUITMENT, HAZARDOUS MATERIALS, HEALTH AND SAFETY, COMMUNITY SAFETY, CFD EMERGENCY MANAGEMENT, ALL CFD COORDINATORS, FIRE MARSHAL AND PIO

1. This Letter of Understanding is not applicable to the Fire Investigators and Members of the **Learning & Training Section** while Firefighter recruit training is taking place.
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 workweek.
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 workweek, with coffee and lunch breaks not included within these hours.

These alternative schedules:

- Will not be scheduled beyond 02:00 for public safety task force.
 - All other members contained in this LOU may only be scheduled between 07:00 and 22:00.
 - Will not exceed 18 **Shifts**/employee/calendar year.
 - Will not impact any of the 4-day weekends without Member consent.
 - Will not be implemented with less than two (2) weeks' notice.
4. The work schedules in #2 and #3 above may be altered or cancelled by The City by providing at least thirty (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 overtime rates.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: April 18, 2019

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

RE: HOURS OF WORK- CEMA

1. With the exception of **Shifts** referenced in #2 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 workweek.
2. Notwithstanding the hours of work identified in #1 above, Members may be required to work alternative hours and schedules. The alternative schedules shall average a forty (40) hour workweek, 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 or will not impact more than six (6) of the 2-day weekends.
 - Will not be implemented with less than two (2) weeks' notice.
3. The work schedules in #1 and #2 above may be altered or cancelled by The City by providing at least thirty (30) calendar days' notice to the Association. However, The City will not issue notice of alteration or cancellation without prior consultation with the Association.
 4. 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.
 5. Training which occurs outside of a Member's regularly scheduled **Shift**, other than noted in #4 above, shall be paid at overtime rates.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: April 18, 2019

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 _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

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 Nominal Roll ranking, 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 6th 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 Nominal Roll ranking, 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 8th year. The Member shall then be eligible to act by seniority as a Senior Firefighter Index 107.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: November 7, 2008

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

RE: JUNIOR FIRE STAFF CLASSIFICATIONS COMPETITION PROCESS

The parties agree to the following competition process for Junior Fire Staff Classifications as set out in Article 30.01.02(P) – (BB) of the Collective Agreement.

First Competition

1. Notwithstanding Article 30.07.02.04, The City shall post notice of Junior Fire Staff competitions at least thirty (30) days prior to the examination for a first competition for the classification. Members wishing to participate will notify the Promotional Board in writing prior to the competition closing date.
2. The City and the Association shall adhere to all requirements set out in the Collective Agreement for this first competition.

Second Competition

1. If the Promotional Board receives no notifications from Members prior to the first competition closing date or no Member is successful in the first competition, The City shall notify the Association in writing.
2. Notwithstanding Article 30.07.02.04, The City will post a second notice of the Junior Fire Staff competition at least thirty (30) days prior to the examination. Members wishing to participate in the second posting will notify the Promotional Board in writing prior to the competition closing date.
3. The City and the Association shall adhere to all requirements set out in the Collective Agreement for this second competition.

Third (External) Competition

1. If the Promotional Board receives no notifications from Members prior to the second competition closing date or if no Member is successful in the second competition, The City may proceed with an external competition for that classification in which case Article 30 shall not apply.
2. The City may proceed with an external competition for that classification regardless of whether the Association has filed a grievance arising from either the first or second competition.

3. All Members of the Association may apply in the external competition.
4. A successful external applicant will become a Member of the Association and will receive seniority as of the date of hire. If such a Member subsequently applies to become a Fire **Operations** Firefighter, they may only do so through the standard recruitment process and, if successful, their seniority within the Fire **Operations** shall commence as of the Member's first day in recruit class at the Calgary Fire Department Training Academy.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original Date of Agreement: April 23, 2014

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

RE: FIRE INVESTIGATOR*

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

1. The Members of Fire Inspections and Investigations 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. Where management decides to exercise the use of relief for the Fire Investigator, Members of Fire Inspections and Investigations who have the minimum provincial qualifications of Safety Codes Officer Level 1 (Fire Investigator) shall be offered the acting in descending order of Fire Inspections and Investigations seniority.
3. The Member of Fire Inspections and Investigations 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 workweek as per Clause 6.02 of the Collective Agreement. Hours worked in excess of the standard hours while assigned to either a Platoon or Fire Inspections and Investigations 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 Member is assigned at the time each holiday falls, i.e., will be paid as per an active firefighter on Shift work when they are assigned to Platoon and as per Fire Inspections and Investigations practice when engaged in the duties of Fire Inspections and Investigations.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: November 24, 1986
Revised: April 23, 2014

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

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.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: July 18, 2006

This letter of understanding does not form part of the collective agreement

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

While this Letter of Agreement is in effect, the parties agree that where the provisions of the Collective Agreement conflict with the provisions of this Letter, the provisions of this Letter shall be applied. The terms of this Letter are agreed to on a without prejudice basis and are not grievable.

A. PROMOTIONS TO THE RANK OF LIEUTENANT AND CAPTAIN:

For the purpose of this Letter of Understanding, “the senior Member” or “senior Members” will be determined using “departmental seniority” as outlined in clause 30.05.02. The most senior Members in the position of Senior Firefighter and the rank of Lieutenant will be requested to complete a Platoon Preference Form. The intent is to ensure that enough Platoon Preference Forms are filled out in advance to accommodate timely promotions.

When a vacancy occurs in the rank of Lieutenant or Captain, the senior Member from the classification below will be contacted and offered the promotion, provided the Member has successfully completed the Company Officer exam. This senior Member must accept or defer the offer when contacted. If the Member cannot be reached, they will be deemed to have accepted the promotion if;

- 1) the promotional opportunity is consistent with the preferences indicated on the Member’s completed Platoon Preference Form, or,
- 2) the promotional opportunity is on the Member’s current **Platoon**. Otherwise, the Member will be deemed to have deferred the offer of promotion.

Should the Member accept the promotion, the date for the **Platoon** move, if required, will be set by the Deputy Chief of Operations. This information will be communicated to the individual and the Member shall report as scheduled.

Should the Member defer, the Member shall be offered a promotion to the next available vacancy. A Member’s departmental seniority is not impacted by deferring an opportunity for promotion.

When the most senior Member defers an offer of promotion, the next most senior Member from that classification will be offered the promotion under the same conditions as above. This process will continue until the vacancy is filled.

If a Member defers promotional offers on all four Platoons or defers in contradiction to their Platoon Preference Form, at the discretion of the Deputy Chief of Operations, the Member may lose the privilege to act in the senior position and will no longer be offered future promotions.

B. PLATOON EXCHANGES

Notwithstanding these procedures, a Member may be allowed to exchange Platoons with another Member of the same rank, at the discretion of the Deputy Chief of Operations.

C. GENERAL

The procedures of Sections A, B and C are subject to operational needs as determined by the Deputy Chief of Operations. Members should refer to the procedures contained in a separate document.

If a dispute or concern arises with respect to this Letter of Understanding, either party may request a meeting in writing to attempt to discuss the dispute or concern.

D. Termination of this Letter of Understanding

Either party can terminate this Letter with sixty (60) days' written notice or such other time period mutually agreed upon.

Should this occur:

- the parties shall reasonably attempt to hold at least two (2) meetings (where at least one is facilitated) in an effort to resolve the outstanding issues within the notice period.
- If, at the conclusion of the notice period, no mutual agreement can be reached, management can implement policies/procedures subject to the provisions in the Collective Agreement.

Signed this ____ day of _____, 2023

For The City of Calgary

Duncan Hamilton
Manager, Labour Relations

For the IAFF, Local 255

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: May 2, 2013

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

RE: IAFF LOCAL 255 MEMBERS ASSIGNED TO CEMA

In relation to IAFF Local 255 Members assigned to CEMA, all references to the “Fire Chief” contained in the Collective Agreement shall also be considered to refer to the Chief of CEMA or designate. All references to “Deputy Chief” shall also be considered to refer to the Deputy Chief of CEMA or designate. IAFF Local 255 Members assigned to CEMA are subject to all rights and entitlements of the Collective Agreement between The City of Calgary and IAFF Local 255.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: May 17, 2017

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

RE: CEMA – 24 HOUR NOTICE OF SCHEDULE CHANGE

The parties agree that, in the event that an unplanned schedule change is required in response to the emergent situation, and when the Municipal Emergency Plan has been activated and/or when there is an event the Emergency Operations Centre has been opened for, Local 255 Members holding the classification of Emergency Management Coordinator or Emergency Management Officer shall be given 24 hours' notice of such change. Inability to provide at least 24 hours' notice shall result in overtime payments at applicable rates of all hours worked outside the regular schedule during the initial 24-hour period. Letter of Understanding #2 shall not apply to temporary Shift changes resulting from the application of this Letter of Understanding.

Signed this ____ day of _____, 2023

For The City of Calgary

For the IAFF, Local 255

Duncan Hamilton
Manager, Labour Relations

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: May 17, 2017

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

RE: BANKING OF OVERTIME FOR CHIEF OFFICERS

The parties agree as follows:

Battalion Chiefs and District Chiefs shall be eligible to bank overtime in accordance with the following conditions:

1. The Members listed above may bank any or all overtime hours at the **Member's** discretion.
2. Banked overtime hours will go into their bank as double time (X2) hours and are taken out of the bank as straight time (X1) hours.
3. Banked overtime will follow Article 7.01 with the total number of overtime hours in a Member's overtime bank not to exceed 96 hours straight time hours at any given time.

The use of banked overtime requires supervisor approval with operational needs considered and will not be unreasonably denied and shall adhere to the following parameters:

1. Banked overtime hours may be used by Battalion Chiefs to take time off **Shift** on:

Any scheduled **Shift** with the exception of a weekday dayshift, which shall be approved under extenuating circumstances
2. Banked overtime hours may be used by District Chiefs to take time off **Shift** on any scheduled **Shift**.
3. Banked overtime usage does not replace other leave provisions for being out of the work place.

In addition to the above overtime banking process, it is agreed that the **Qualified District Chief** pool may require **Platoon** transfer(s) to cover for temporary vacancies of four (4) months or more in duration.

Platoon transfer(s) may occur following the conditions below;

1. The qualified pool is out of balance by three (3) or more members between any two (2) or more **Platoons**.
2. There will be a minimum of 2 **Qualified District Chiefs** per **Platoons**.

Members shall be chosen for transfer under the following parameters:

1. In descending order of pool seniority, **Members** may volunteer to transfer **Platoons**.
2. If no **Member** volunteers to transfer, then; using reverse pool seniority (junior member first), a **Member** will be required to transfer **Platoons** to balance the qualified pool. If an additional transfer is necessary within a twelve (12) month period, the next **Qualified District Chief** shall move.

Shift balancing will not occur if there is a minimum of (5) **Qualified District Chiefs** per **Platoon**.

A **Member** can only be forced transferred once in a twelve (12) month period.

Once the temporary vacancy no longer exists, the affected **Member** will have the option to return to their previous **Platoon** or stay on the new **Platoon**. Transfer back to the **Member's** previous **Platoon** cannot create an imbalance in the **Platoons** of three (3) or more **Members** between the two (2) **Platoons**.

A **Member** may request or refuse to transfer for extenuating circumstances.

Either party to this agreement may, with thirty (30) days' written notice, withdraw and cancel this LOU.

Signed this ____ day of _____, 2023

For The City of Calgary

Duncan Hamilton
Manager, Labour Relations

For the IAFF, Local 255

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: April 18, 2019

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

RE: RELIEF FIRE INVESTIGATORS

The Parties agree, on a without precedent and prejudice basis, to create a pilot program to allow CFD **Fire Operations** Members to act as Relief Fire Investigators. The pilot will operate under the following conditions:

1. Three (3) Relief Investigators per **Platoon** will be selected in accordance with the Article 30.07.02 Junior Staff selection process.
2. The selected **Member** shall complete the required training for certification within a time frame not to exceed a twelve (12) week period from commencement.
3. Selected **Members** will perform the duties of their base position until such time as they are activated as Relief Investigators.
4. Those selected for this position must commit to a minimum two (2) year period in which they will remain Relief Fire Investigators.
5. Management will determine which Relief Fire Investigator is to be activated based on operational requirements, but will be distributed as equally as possible.
6. Upon activation, a Relief Fire Investigator will be paid at 126% for all hours worked as a Relief Fire Investigator.
7. This pilot program will be in effect for a period of two (2) years, after which the pilot program will be reviewed and either party may cancel this agreement with ninety (90) days' written notice.

Signed this ____ day of _____, 2023

For The City of Calgary

Duncan Hamilton
Manager, Labour Relations

For the IAFF, Local 255

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: December 6, 2018

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

RE: COVERAGE ENGINES

Both parties recognize the importance of keeping engine coverage a priority. Both parties view these additional engines as a supplement to and not a replacement of the current effective **operations** force, which is viewed as a mutual gain by the parties. These additional engines' priority is, but not limited to, supporting coverage for training. As such, the parties agree to form a joint labour management committee that will establish an implementation plan for dayshift Coverage Engines.

The joint labour management committee will be comprised of eight representatives consisting of co-chairs and three additional members from either party. The joint committee will be established within 30 days of ratification of the 2020 Memorandum of Settlement, to determine the implementation plan for Coverage Engines. Implementation should be no later than January 1, 2022.

The parties agree to the following as the minimum parameters for Coverage Engines:

- The Coverage Engines will be staffed by the 20 FTEs previously approved by Council.
- The Coverage Engines will operate during day Shift hours (the specific hours of work to be determined by the joint committee).
- The Coverage Engine must be an Engine with the current minimum staffing level maintained.
- A maximum of two Engines to be assigned as Coverage Engines.
- The joint committee will identify potential challenges of the Coverage Engines and provide solutions in support of implementation.
- The schedule of the Coverage Engines will be determined by the committee, however the average forty-two (42) hour workweek and hourly rates of pay outlined in Schedule No. 1 must be maintained.

Upon completion of its work, the joint committee shall recommend to the parties the terms and conditions under which to implement the Coverage Engines.

Either party can withdraw from this agreement with ninety (90) days' written notice to the other party.

Signed this ____ day of _____, 2023

For The City of Calgary

Duncan Hamilton
Manager, Labour Relations

For the IAFF, Local 255

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: June 15, 2021

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

RE: MECHANIC HOURS OF WORK

The parties agree, on a without precedent and prejudice basis, to the following conditions:

- (a) Members of the Maintenance Operations section shall work a forty (40) hour, four (4) day workweek from 0555 to 1555. This equates to ten (10) hours/day, totalling forty (40) hours each workweek.
- (b) Members of the Maintenance Operations section 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) The Chief Fire Mechanic and the Shop Lead shall work alternate shifts with the hours worked complying with the provisions of this Clause.
- (d) A minimum of three (3) mechanics will be on duty at all times.
- (e) Approximately 1/2 to 2/3 of mechanics will work a fixed schedule of Monday through Thursday, with the remaining mechanics working Tuesday through Friday. This will provide each mechanic with a three (3) day break over each weekend.
- (f) Selection of shift preferences will be done by seniority on an annual basis.
- (g) Lieu time provisions as established in Clause 7.01 will not override the above criteria.
- (h) Concurrent with Clause 10.01, shift differential will apply when the majority of hours worked fall outside the normal schedule of the Maintenance Operations section.

This trial will commence with a mutually agreed upon date, effective after the Memorandum of Settlement ratification.

Either party may cancel this agreement with ninety (90) days' written notice.

For The City of Calgary

Duncan Hamilton
Manager, Labour Relations

For the IAFF, Local 255

Codey McIntyre
President

JP LeBlanc
Executive Vice President

Original date of agreement: October 27, 2023