

**MEMORANDUM OF SETTLEMENT BETWEEN
THE CITY OF CALGARY
(hereinafter called "The City")**

AND

**THE CALGARY FIREFIGHTERS ASSOCIATION, LOCAL 255
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(hereinafter called "the Association")**

This offer of settlement is without prejudice. If agreed to, all items not forming part of this Memorandum will be considered withdrawn on a without prejudice basis. If the Memorandum is not agreed to, the parties will revert to their respective positions with the outstanding items as of October 19, 2023.

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective as of the date of ratification by both parties.

The Undersigned representatives of the parties do hereby agree to unanimously recommend acceptance, to their respective principals, the following changes to the 2021-2023 Collective Agreement:

PART A – ITEMS PREVIOUSLY AGREED TO

1. Sign Off #1

The parties agree to add new article in Article 2 as follows:

Add a definitions list to the Collective Agreement. Defined words shall be capitalized where used in the Collective Agreement.

2. Sign Off #2

The parties agree to amend Article 12.01 – Public Holidays as follows:

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.

3. Sign Off #3

The parties agree to amend Article 17.10(c) as follows:

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 ~~she~~ **they** had indicated that ~~her~~ **their** maternity leave would commence, this period of absence will not be included as part of ~~her~~ **their** maternity leave.

4. Sign Off #4

The parties agree to amend Letter of Understanding #2 as follows:

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

5. Sign Off #5

Upon conclusion of bargaining negotiations, the parties agree to the inclusion of notations throughout the Collective Agreement to indicate additional references to LOUs where applicable.

6. Sign Off #6

The parties agree that Captains who are qualified to act as a District Chief shall be referred to as Qualified District Chiefs throughout the body of the Collective Agreement.

7. Sign Off #7

The parties agree to amend Article 6.02(b) – Working Hours and Conditions as follows:

6.02(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 work week.

8. Sign Off #8

The parties agree to renew Letter of Understanding #1 Re: Health and Wellness Program.

9. Sign Off #9

The parties agree to renew Letter of Understanding #3 Re: Joint Committee on Benefit Plans.

10. Sign Off #10

The parties agree to renew Letter of Understanding #8.

11. Sign Off #11

The parties agree to renew Letter of Understanding #9 – Promotions to the Rank of Lieutenant and Captain.

12. Sign Off #12

The parties agree to renew Letter of Understanding #11 Re: IAFF Local 255 Members Assigned to CEMA.

13. Sign Off #13

The parties agree to renew Letter of Understanding #12 Re: CEMA – 24 Hour Notice of Schedule Change.

14. Sign Off #14

The parties agree to renew Letter of Understanding #14 Re: Banking of Overtime for Chief Officers.

15. Sign Off #15

The parties agree to renew Letter of Understanding #16 Re: Coverage Engines.

16. Sign Off #16

Amend Article 17.10(e) Leave of Absence as follows:

(e) **In the case of a probationary employee,** ~~W~~ when medically cleared by ~~her~~ **their** doctor to return to work, ~~she~~ **they** will resume their probation period at the point ~~where she~~ **they** left active fire duty and complete the remainder of the probationary period. ~~A pregnant Member who has not yet attained permanent status, but who has completed six (6) months or more consecutive service, may apply, and at the discretion of management, be granted maternity leave without pay on the same conditions as a permanent Member in-~~
(a) ~~above. If granted maternity leave, and u~~ 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, ~~without claim to any promotions effected during leave of absence.~~

And;

Delete Article 17.10(f) as follows:

~~(f) Extensions beyond the twenty seven **nine (279)** week period of maternity leave, to a maximum of three (3) weeks, may be granted at the discretion of the appropriate Assistant Deputy Chief or Deputy Chief provided a medical certificate is presented indicating that, due to medical conditions arising relative to the pregnancy or delivery, but following the date of delivery, she **they** is **are** unable to return to work.~~

17. Sign Off #17

Both parties agree that LOU #7 Re: Vacation – Casual Days will form part of the Collective Bargaining Agreement. The Article will be determined by both parties.

18. Sign Off #18

Both parties agree that LOU #10 Re: Members Returning to the Fire Suppression Division from the Fire Staff Division will form part of the Collective Bargaining Agreement. The Article will be determined by both parties.

19. Sign Off #19

Both parties agree that LOU #13 Re: Reporting Structure Change – Technical Services Officers from the Fire Staff Division will form part of the Collective Bargaining Agreement. The Article will be determined by both parties.

20. Sign Off #20

Amend Article 31.08(a) and (b) as follows:

Acting within the Fire Inspections and Investigations Division

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

- (a) Fire Inspections Coordinator – Subject to (e) below, after one work week the senior Member ~~within~~ **in the role of Safety Codes Officer Level 2 within the investigation/Inspections** Sections, designated as a Fire Safety Codes Officer Level 2 (Inspections) shall act as Fire Inspections Coordinator.
- (b) Fire Investigations Coordinator – Subject to (e) below, after one work week the senior Member ~~within~~ **in the role of Fire Investigator within the Investigations/Inspection** Sections, designated as a Fire Safety Codes Officer Level 2 (Investigations) shall act as Fire Investigations Coordinator.

21. Sign Off #22

The parties agree to renew Letter of Understanding #2A Re: Hours of Work - CEMA.

22. Sign Off #23

The parties agree to renew Letter of Understanding #4 Re: Movement to Firefighter 2 Index 102 and Firefighter 3 Index 104.

23. Sign Off #24

The parties agree to renew Letter of Understanding #5 Re: Junior Fire Staff Classifications Competition Process.

24. Sign Off #25

The parties agree to renew Letter of Understanding #6 Re: Fire Investigator.

25. Sign Off #26

The parties agree to renew Letter of Understanding #15 Re: Relief Fire Investigators.

PART B – OUTSTANDING ITEMS

1. Add LOU #XX - Implementation of a change to Mechanic hours of work in accordance with Article 6.04 (see below).

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.

2. Amend Article 3.01 to:

3.01 A permanent employee shall be one who has been in The City Service continuously for a period of ~~one(1) year~~ **eighteen (18) months**, who has occupied a regular position, and who has successfully completed their probationary period.

Schedule No. 1 pay shall remain unchanged (Job Code FF-04199), and shall be amended as follows:

| Job Code | Classification Title | Index |
|-----------------|----------------------------------|--------------|
| FF-04199 | Firefighter 1 | 100 |
| | Permanent 4 th yr F/F | 95 |
| | Permanent 3 rd yr F/F | 85 |
| | Permanent 2 nd yr F/F | 75 |
| | 19-24 Months | |
| | Probationary F/F | 75 |
| | 13-18 Months | |
| | Probationary F/F | 65 |
| | 0-12 Months | |

This will commence for any class hired after January 1, 2024.

The following Letter of Intent shall form a part of the Memorandum of Settlement but not a part of the Collective Agreement.



Re: Article 30 – Promotions

This is to confirm that during the term of the Collective Agreement between the City of Calgary and the International Association of Firefighters Local 255, that the CFD and IAFF Local 255 will meet to review and discuss the promotional process as outlined in Article 30, with the intention of assessing whether there are opportunities to improve the process and effectiveness of the current practice.

PART C- MONETARY

Wages

- **2.0% Increase for 2021** - Effective January 4, 2021.
- **3.5% Increase for 2022** - Effective the beginning of Pay Period 1, 2022.
- **3.5% Increase for 2023** - Effective the beginning of Pay Period 1, 2023.

Retroactive payments on the wage increases will be made to the bargaining unit members and will apply on a pro-rated basis to all bargaining unit members who were part of the unit during any portion of the term of the Collective Agreement. This would include members who are not part of the unit as of the date of ratification.

