

2019-2022  
COLLECTIVE AGREEMENT

between



and

The International Association of Fire Fighters  
Local 1190





# TABLE OF CONTENTS

<b>1.</b>	<b><i>TERM OF AGREEMENT</i></b> .....	<b>7</b>
1.01.	DURATION.....	7
1.02.	RIGHTS OF MANAGEMENT .....	8
<b>2.</b>	<b><i>PURPOSE</i></b> .....	<b>8</b>
<b>3.</b>	<b><i>RECOGNITION</i></b> .....	<b>8</b>
3.01.	DEFINITIONS.....	8
3.02.	RECOGNITION .....	10
<b>4.</b>	<b><i>WORKING CONDITIONS</i></b> .....	<b>11</b>
4.01.	REGULAR HOURS OF WORK.....	11
4.02.	PROBATION .....	11
4.03.	LEAVE OF ABSENCE .....	11
4.04	FAMILY EMERGENCY LEAVE .....	13
4.05	SPECIAL LEAVE .....	13
4.06.	SHIFT CHANGE.....	13
4.07.	FOUR PLATOON ROTATION.....	14
4.08.	DISCIPLINE .....	14
4.09.	DISMISSALS .....	15
4.10.	ADDITIONAL EMPLOYMENT .....	15
4.11.	RESIDENCE .....	16
4.12.	LAYOFF AND RECALL.....	16
<b>5.</b>	<b><i>REMUNERATION</i></b> .....	<b>16</b>
5.01.	SALARIES AND WAGES.....	16
5.02.	EXTRA TIME.....	16
5.03.	SERVICE PAY .....	18
5.04.	SENIOR WORK.....	19
5.05.	SHIFT DIFFERENTIAL .....	20
5.06.	STANDBY PAY .....	20
5.07.	UNIFORM AND TURNOUT GEAR CLEANING .....	20
5.08.	TOOL ALLOWANCE .....	20
<b>6.</b>	<b><i>FRINGE BENEFITS</i></b> .....	<b>21</b>
6.01.	STATUTORY HOLIDAYS .....	21
6.02.	ANNUAL VACATIONS .....	21
6.03.	SICK LEAVE.....	23
6.04	DEPARTMENT OCCUPATIONAL PHYSICIAN.....	24
6.05.	OCCUPATIONAL SICKNESS AND ACCIDENTS.....	24

6.06.	MEDICAL AND DENTAL INSURANCE .....	25
6.07.	GROUP LIFE INSURANCE .....	26
6.08.	CLOTHING .....	26
6.11	PENSION.....	33
6.12	MEDICAL REGISTRATION RECOGNITION.....	33
7.	<b>GRIEVANCES</b> .....	33
8.	<b>GENERAL</b> .....	35
8.01.	DEDUCTION OF DUES.....	35
8.02.	PAY PERIOD.....	35
8.03.	DISCRIMINATION .....	35
8.04.	EMT-P/EMT-A REQUIREMENTS .....	36
8.05.	SAFETY REGULATIONS AND SAFETY COMMITTEE .....	36
8.06.	INDEMNIFICATION .....	36
8.07.	TECHNOLOGICAL CHANGE.....	37
8.08.	TRAINING .....	37
8.09.	JOB GUARANTEE .....	39
8.10.	LABOUR MANAGEMENT MEETINGS.....	39
	<b>COLLECTIVE AGREEMENT SIGNING PAGE</b> .....	40
	<b>APPENDIX I</b> .....	41
	PAY RATES EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020 .....	41
	PAY RATES EFFECTIVE JULY 1, 2020 TO DECEMBER 30, 2021 .....	42
	PAY RATES EFFECTIVE DECEMBER 31, 2021 TO DECEMBER 30, 2022.....	43
	PAY RATES EFFECTIVE DECEMBER 31, 2022.....	44
	<b>APPENDIX II</b> .....	45
	PLATOON ROTATION .....	45
	<b>APPENDIX III</b> .....	46
	RECLASSIFICATION AND PROMOTION POLICY .....	46
	<b>APPENDIX IV</b> .....	60
	TERMS AND CONDITIONS APPLICABLE TO TEMPORARY PART-TIME EMERGENCY DISPATCHERS .....	60
	<b>APPENDIX V</b> .....	62
	ROVERS .....	62
	<b>LETTERS OF UNDERSTANDING</b> .....	63
	FIREFIGHTER/INSPECTOR.....	63
	TRAINING – OFFICER RANKS.....	63
	EMERGENCY APPARATUS TECHNICIAN .....	64

**1041 LEVEL II CERTIFICATION ONE-TIME BONUS ..... 64**  
**LIEUTENANTS ..... 65**  
**PERMANENT PART-TIME POSITION – 911 EMERGENCY COMMUNICATIONS**  
**BRANCH..... 66**  
**AHS CONTRACT REQUIREMENTS ..... 67**

# COLLECTIVE AGREEMENT

between

**THE CITY OF RED DEER**, a municipal corporation in the Province of Alberta (hereinafter referred to as “**the Employer**” or “**the City**”)

of the first part

and

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1190**, of Red Deer, Alberta (hereinafter referred to as “**the Association**”)

of the second part

**DURATION: July 1, 2019 to December 31, 2022**

## 1. TERM OF AGREEMENT

### 1.01. DURATION

The agreement shall be effective from July 1, 2019 to December 31, 2022.

- (a) Either party to this Agreement may, not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding the expiry date of this Agreement, by notice in writing, require the other party to commence collective bargaining. If, as a consequence of that notice, collective bargaining or compulsory arbitration proceedings extend beyond the expiry date, this Agreement shall remain in force until such time as the parties reach agreement or as the award of the compulsory arbitration board otherwise states.

Should notice to commence bargaining not be forthcoming from either party, this Agreement shall remain in effect until and expire on December 31, 2022, and so on for each succeeding year until the required notice has been given.

- (b) This Agreement is binding on the parties hereto and is not subject to change unless by the mutual consent of the parties; further, it is agreed that any terms or conditions of employment or service presently in force but not specifically mentioned in the Agreement, shall remain in full force and effect for the duration of this contract, unless changed by mutual consent of the parties.

## **1.02. RIGHTS OF MANAGEMENT**

The Association recognizes and acknowledges that the management and direction of the working force are fixed exclusively in the City and, without restricting the generality of the foregoing, the Association acknowledges that except to the extent to which these rights have been specifically abrogated by the terms of this Agreement it is the exclusive function of the City to:

- (a) In a reasonable and fair manner maintain order and efficiency.
- (b) Hire, promote, demote, classify, transfer, and rehire members, and to discipline or discharge any member provided that a claim by a member that they have been discharged or disciplined without proper and sufficient cause may be the subject of a grievance and dealt with by a grievance procedure.
- (c) Make, enforce, and alter from time-to-time rules and regulations, provided that such rules and regulations are not inconsistent with this Agreement, and further provided that consultation shall take place prior to implementation of any significant changes.
- (d) Determine the nature and type of services to be provided by the City, the methods and techniques of work, the number of members to be employed, and to determine and exercise all other functions and prerogatives which shall remain solely with the City.

## **2. PURPOSE**

- (a) The purpose of this Agreement is to maintain a harmonious and cooperative relationship between the Employer and the members.
- (b) To provide an amicable method of settling any differences or grievances which may arise between the Employer, the Association, and the members.
- (c) To promote the mutual interest of the Employer and the members.

## **3. RECOGNITION**

### **3.01. DEFINITIONS**

- (a) **Company**, when used in this Agreement, shall mean a basic firefighting organizational unit consisting of members and apparatus.
- (b) **Member**, when used in this Agreement, shall mean an individual coming within the jurisdiction of "Firefighter" in the Alberta Labour Relations Code and employed by The City of Red Deer Emergency Services Department.

- (c) **Permanent member**, when used in this Agreement, shall mean any member who has successfully completed the required probationary period of a permanent position in their initial employment with the Emergency Services Department and has continued in the employ of the City.
- (d) **Permanent position**, when used in this Agreement, shall mean a position designated by the City as permanent for the purpose of this Agreement.
- (e) **Probation**, when used in this Agreement, shall mean the initial assessment period of employment.
- (f) **Probationary member**, when used in this Agreement, shall mean any member who is filling a permanent position and is serving a required probationary period.
- (g) **Trial**, when used in this Agreement, shall mean an initial assessment period of employment in a position.
- (h) **Fire Operations Branch** shall mean that portion of the Emergency Services Department that is dedicated to firefighting, ambulance and/or rescue duties.
- (i) **Fire Prevention Bureau** shall mean that portion of the Emergency Services Department that is responsible for inspection, investigation, prevention, and education.
- (j) **911 Emergency Communications Branch** shall mean that portion of the Emergency Services Department that is responsible for the receipt of requests for emergency services and for initiating the responses.
- (k) **Mechanical Branch** shall mean that portion of the Emergency Services Department that is responsible for the servicing and maintenance of firefighting, ambulance, and rescue equipment.
- (l) **Firefighter Emergency Medical Technologist Paramedic (EMT-P)/ Advanced Care Paramedic (ACP)** shall mean a member who has graduated from an Emergency Medical **Technologist**- Paramedic Training Program that met the registration requirements of the Alberta College of Paramedics.
- (m) **Firefighter Emergency Medical Technician – Ambulance (EMT-A)/ Primary Care Paramedic (PCP)** shall mean a member who has graduated from the Emergency Medical Technician - Ambulance Training Program that met the registration requirements of the Alberta College of Paramedics.
- (n) **Student EMT** shall mean an individual who is currently enrolled in the Emergency Medical Technician – Ambulance/Primary Care Paramedic training program. There shall be no intent of becoming a casual employee of The City of Red Deer Emergency Services Department.



- (o) **Registered Emergency Paramedic/Advanced Care Paramedic** is an individual who is registered with ACP or is eligible for membership.
- (p) **Student Paramedic/Advanced Care Paramedic** shall mean an individual who is currently enrolled in a program of studies leading to eligibility for ACP membership or who has completed such a course of studies but has not yet written the registration examination. There shall be no intent of becoming a casual employee of The City of Red Deer Emergency Services Department.
- (q) **Emergency Services** – when used in this Agreement refers to the Fire Department, employing “fire-fighters” as defined in the Alberta Labour Code.
- (r) **Letters of Understanding** found in this collective agreement, where properly executed, shall be binding on the parties. It is recognized that some of these Letters deal with transitional matters, collaborative projects, trial situations, matters with finite life, etc. and are not automatically carried over from one collective agreement to the next. The parties are responsible for reviewing the Letters at the time of contract renegotiation and renewing, updating, deleting, modifying, or including the language in the body of the collective agreement.

### **3.02. RECOGNITION**

- (a) The Employer recognizes this Association as the sole bargaining agent for all the members, including casual, temporary, and part-time members, within the scope of this Agreement. No member shall be asked to make a written or verbal agreement with the Employer varying the hours of work, wages or conditions, or work specified in the Agreement except by mutual agreement among Employer, member, and the Association.
- (b) The Employer agrees not to bargain collectively with any other labour organization affecting members covered by this Agreement during the life of it, except at the lawful request of the members.
- (c) This Agreement covers all the members whose bargaining rights are held by the Association under Certificate 226-92.

## **4. WORKING CONDITIONS**

### **4.01. REGULAR HOURS OF WORK**

- (a) The Emergency Services Department shall operate a four (4) platoon, forty-two (42) hour week system. One platoon shall work ten (10) consecutive hours during the daytime (0800-01800) and the other platoon shall work fourteen (14) consecutive hours during the night-time (1800-0800).
- (b) Members in the Fire Prevention Bureau and the Training Branch shall not be subject to paragraph (a) above but shall work eighty (80) hours bi-weekly in nine (9) shifts at nine (9) hours per day for eight (8) days plus one eight (8) hour day.
- (c) Mechanical Branch members shall not be subject to paragraph (a) above but shall work a forty (40) hour week comprising five eight (8) hour shifts.
- (d) Members of the Communication's Branch shall not be subject to paragraph (a) above but shall work a forty-two (42) hour week system. Members of the Communication Branch will work twelve (12) consecutive hours on day and night shifts and follow the rotation outlined in Appendix II.

### **4.02. PROBATION**

- (a) Members shall be on probation during the first twelve (12) months of employment with the Emergency Services Department. Time accumulated by temporary members shall not be credited toward the probation period unless granted by the City.
- (b) The Chief of the department shall have the right to extend such probationary period to a further six (6) months if the member has not shown sufficient progress.
- (c) The Chief of Emergency Services may, within the probationary period, serve a working shift notice of dismissal to terminate services.
- (d) Each probationary member in the Fire Operations Branch will be supplied with personal protective gear as per department policy.
- (e) New recruits shall successfully complete NFPA 1001 Level 1.

### **4.03. LEAVE OF ABSENCE**

- (a) Members shall be eligible for leave with pay to carry out the duties incurred by the demise of a relative or for critical illness of an immediate member of the member's family. Where the Chief of the Department is satisfied that the request is a legitimate one, they shall grant leave of absence with pay not to exceed four (4) working shifts for Fire Operations or 911 Emergency

Communications personnel, or five (5) working shifts for Prevention or Mechanical Branch personnel.

“Immediate family member” means: father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, legally recognized spouse, legally recognized children, son-in-law, daughter-in-law, grandchildren, and grandparents.

Leave with pay may be granted, at the discretion of the Chief of Emergency Services, to attend funeral services of persons other than those listed above.

- (b) Association Officers and Shop Stewards shall suffer no loss in pay when they attend grievance meetings held during their working hours, provided that not more than two (2) members shall be paid by the City while attending any such meeting on behalf of the Association and not more than an average of three (3) shifts per day for the purpose of negotiations. Further, the Association agrees to arrange that no more than two (2) members shall be absent from the same working shift for such purpose.
- (c) Any member desiring leave of absence must apply in writing for same to the Chief of Emergency Services. There shall be no accumulation of service-related benefits during leaves of absence which exceed two (2) calendar weeks or eight (8) working shifts for members on a four platoon system. Members granted leave of absence without pay in excess of two (2) calendar weeks or eight (8) working shifts for members on the four platoon system shall make arrangements through the Human Resource Department to pay both the City and member portion of applicable member benefit premiums and union dues before their leave of absence commences. When a member is granted leave of absence without pay, their regular bi-weekly pay shall be reduced by an amount equal to their hourly rate multiplied by the number of hours they were scheduled to work.
- (d) Any member taking leave of absence shall return to the Department in their original rank and relative position on the eligibility list. Notwithstanding the above, they shall forego promotions made in their division during their absence. Leave of absence may be granted for periods not to exceed one year.
- (e) Upon request, a member shall be given one (1) day's leave of absence with pay and up to three (3) working days of Family Emergency Leave upon request for attending either of the following:
  - (i) The delivery or release from hospital of the mother and child.
  - (ii) The adoption of their child.

#### **4.04 FAMILY EMERGENCY LEAVE**

A member shall be allowed up to four (4) working days annually where care is required for an immediate family member during their non-critical illness, convalescence or surgery which occurs on short notice (seven or less days), which may be granted in partial shifts and over consecutive days. When notifying the Platoon Chief on duty of the member's intent to take a family sick day the member has the following options (based upon the platoon staffing):

- (a) If minimum staffing requirements can be maintained the member may take a personal sick day, lieu day, or vacation day at their preference.
- (b) If minimum staffing cannot be maintained the member may take a lieu day, or if the member does not have lieu time available, the member may take a personal vacation day.

#### **4.05 SPECIAL LEAVE**

The Employer recognizes that an employee may be unable to report to work due to unanticipated circumstances of pressing necessity which requires the employee's personal attention. The Employer shall approve Special Leave in such circumstances to a maximum of two, one day occurrences in each calendar year.

When notifying the Platoon Chief or designate on duty of the member's intent to take a Special Leave Day, the member has the following options (based upon the platoon staffing):

- (a) If minimum staffing requirements can be maintained, the member may take a lieu day or vacation day at their preference.
- (b) If minimum staffing cannot be maintained, the member may take the equivalent of two lieu days or two vacation days in order to cover the overtime costs assumed by the Employer to maintain minimum staffing levels.
- (c) An employee may be required to submit satisfactory proof to the Employer demonstrating the need for Special Leave.

#### **4.06. SHIFT CHANGE**

- (a) Where a member wishes to change shifts with another member of equal or suitable qualifications, applications shall be made in writing to the duty Captain for approval of such a change not less than twenty-four (24) hours before the shift in question is due to commence. For the 911 Emergency Communications Branch applications shall be made to the Lieutenant. The duty Captain shall contact the Platoon Chief to confirm the member's status regarding shift change privileges. The application shall be signed by the members involved. The Platoon Chief may approve any application made on a lesser period of notice.
- (b) Provided, however, that neither the duty Captain nor Platoon Chief may approve a shift change which would result in a member being excused from

scheduled training, but the Chief of Emergency Services or their designate may approve such a change at their discretion.

The City will not be held financially responsible for shift trades between members. If a member resigns, retires, is terminated, or while active owes any other member of the department a repayment of shifts, the members involved will not request the City for monies owed because the member is not able to “repay” shifts owing for any reason.

- (c) In the event that a relief member fails to report for duty because of illness, they shall provide a medical certificate for the time absent to the Chief of Emergency Services. If a relief member fails to report for any other reason and if they fail to provide a relief member for themselves, their shift trading privileges may be suspended for a period not to exceed six (6) months. Additional failures to report of this nature may result in a suspension of shift change privileges for up to one (1) year.

#### **4.07. FOUR PLATOON ROTATION**

Rotation shall be in accordance with the schedule (Appendix II) appended hereto and which becomes part of this Agreement.

#### **4.08. DISCIPLINE**

- (a) In the event The City wishes to proceed with a formal investigation or disciplinary action, The City will provide twenty-four (24) hours’ notice to The Executive of Local 1190 and The Member. In exceptional circumstances, where timing is critical, no less than two (2) hours’ notice will be provided.
- (b) If a member is to be interviewed in regards to potential disciplinary action, the member shall be accompanied by the President or their designate of Local 1190.
  - i. The Executive of Local 1190 will ensure that a representative will be available in a timely manner.
  - ii. A member may decline Local 1190 representation only in cases where the discipline pertains to them directly. Said member cannot agree to the acceptance of disciplinary consequences without the agreement of the Association.
- (c) When the Employer deems it necessary to discipline a Member, the Employer shall within 30 working days of becoming aware of the incident, issue a written decision. Timelines may be extended by mutual agreement between the Employer and the Association.
- (d) If The Association believes such action was taken without cause or that the penalty imposed was excessive, The Association may grieve in accordance with Article 7.01.(b) of this Agreement, commencing with the written notice

requesting a grievance hearing.

- (e) When a member has been given a written reprimand, a suspension or other disciplinary penalty which is to be recorded on their personnel file, or they are dismissed from employment they shall be informed in writing of the reasons for such action. A copy of the reasons shall be provided to the Association.
- (f) Adverse reports, letters of reprimand, disciplinary reports including suspension shall not be used against a member at any time after twenty-four (24) months following the date of the report, letter, or suspension.

Upon request, the above-mentioned reports, letters, and records of discipline shall be sealed from said member's personnel file after this twenty-four (24) month period. The sealed documents would only be opened: if required legally, on the request of the member, or by mutual agreement of The City and The Association.

#### **4.09. DISMISSALS**

- (a) Any member of the Association who has been dismissed by the City and who is later reinstated by the City shall be compensated by the City in full for all time lost, the monetary value of the employer portion of benefit premium costs, appropriate interest and shall retain their job classification and seniority. Earnings received from other City sources will be deducted from compensation. Compensation for lost benefits is limited to the employer portion of the premium costs with the exception of Alberta Blue Cross benefits, where the employer will compensate the employee for expenses incurred which would normally be eligible for Alberta Blue Cross reimbursement. This provision excludes out of country Blue Cross coverage.
- (b) If any member of the Association has been dismissed by the City and an Arbitrator overturns that decision, the Arbitrator may compensate the employee for employment losses or modify the penalty in any manner they deem the situation merits.

#### **4.10. ADDITIONAL EMPLOYMENT**

Both parties agree that if a member engages in additional employment the following conditions shall prevail:

- (a) The additional employment shall not interfere with the work they are required to perform for the Employer.
- (b) The additional employment shall not create direct conflict of interest with the business of the Employer.
- (c) The member shall notify the Chief of Emergency Services prior to taking additional employment that may be in conflict with their duties with the City.

#### **4.11. RESIDENCE**

As a condition of employment members shall live within a 15-mile radius of the city limits. On an exception basis up to 10% of Operations Branch Staff and 50% of each of the other Branches' Staff may live outside the 15-mile limit. Where an opportunity arises for a member of a branch to move outside the 15-mile radius, seniority will govern.

Notwithstanding the above, any member living outside the City limits shall satisfy The City that they have taken every reasonable precaution to ensure that they will be able to attend their shifts regularly and be able to respond to emergencies.

#### **4.12. LAYOFF AND RECALL**

- (a) In the event of layoff, members shall be laid off in the reverse order of their bargaining unit seniority.

Where seniority has not been established, the determining factor shall be date of hire in the department.

- (b) Members shall be recalled in order of their seniority or date of hiring (whichever is applicable) where jobs become available. The Employer shall give notice of recall by double registered mail to the last recorded address of the member. The member shall return to work within seven (7) working days from the time that they receive notice of recall unless, on reasonable grounds, they are unable to do so. A longer period may be specified in the notice of recall. Members shall notify the department of their current address every thirty (30) days while on layoff.

### **5. REMUNERATION**

#### **5.01. SALARIES AND WAGES**

Salaries and wages shall be paid under this Agreement according to Appendix I attached hereto and which becomes part of this Agreement.

#### **5.02. EXTRA TIME**

- (a) Overtime rates shall be paid to a member for any work, including Court duties, performed during all hours other than regular working hours.
- (b)
  - i) Overtime rates shall be twice (2 times) his or her hourly rate for all hours other than regular hours of employment, with not less than two (2) hours being credited.
  - ii) In the case of shift extensions, the overtime rate shall be twice (2 times) the hourly rate with not less than thirty (30) minutes being credited.

(c) i) For all hours worked beyond the overtime minimum, the member shall be credited with not less than one (1) hour overtime for each hour or any part of an hour thereafter.

ii) In the case of shift extension, the member shall be credited with not less than thirty (30) minutes or portion of as follows:

1 to 30 minutes = 30 minutes

31 to 60 minutes = 60 minutes

61 to 90 minutes = 90 minutes

91 to 120 minutes = 120 minutes

All extension of shift overtime credited at twice (2 times) his or her hourly rate.

(d) A permanent employee who is summoned for jury duty, subpoenaed as a witness, or subpoenaed as a defendant as a result of official duties shall not suffer any loss of salary whilst so serving provided that all fees payable to him as a result are paid to the Employer.

(e) The member, when off shift, will receive one (1) hour overtime pay for preparation time when called in on less than two (2) hours' notice and required to be in uniform to work less than a full shift.

A member who is called in to work a full shift at premium rates will not receive preparation pay, even though they may not receive the two (2) hours' notice.

(f) (i) All members who are off shift but required to attend courses will receive either pay at their regular rate of pay for time spent at the courses or equivalent time off at time agreeable to the Chief of Emergency Services and the member within six (6) months of the day the lieu time was earned. Any lieu time not taken within the time limit will be paid out at the member's regular hourly rate of pay. Any accumulated time less than a full shift as of December 1 of any year shall be paid out that December at the member's December 31 regular rate of pay. The Chief of Emergency Services, at their discretion, may approve a request to carry over lieu time.

(ii) When a member is temporarily assigned to a training program (of a duration greater than one (1) week), they shall assume the days of work and the off days associated with the training program. Members attending courses for two or more consecutive weeks will be given the weekends off immediately before, during, and after the course. During the time the member is reassigned, they shall receive their bi-weekly salary and benefits as if they had continued in their regular position within the Emergency Services Department unless otherwise agreed in 5.02.f (iii).



- (iii) A special assignment is one that is not typically performed by an individual or rank. It involves the dedication of at least one member to an assignment that will last longer than one week. When a special assignment is to be created, a notice shall be sent to the Association a minimum of one week before the posting. The notice shall describe:
- 1.The duties of the assignment
  - 2.The qualifications required
  - 3.Hours of work required
  - 4.The wage for the position
  - 5.The initial posting date

If the Association disagrees with the wage for the position, they shall advise the Chief prior to the initial posting date. The Chief may, at their discretion, adjust the wage to both parties' satisfaction or cancel the special assignment and complete the project by other means.

The Chief shall post the assignment within the department for a minimum of 14 days. Special assignments shall be filled at the sole discretion of the Chief and shall take into consideration such elements as:

- 1.Ability to perform the duties of the special assignment
- 2.Experience
- 3.Training and education
- 4.Length of service

If a special assignment is planned to last more than ninety (90) days, positions left vacant will be back filled in accordance with Appendix III. If a special assignment planned for less than ninety (90) days is required to be extended, the Chief of Emergency Services will notify the Local of their intent to back fill the positions or, if mutually agreed, not to back fill the positions.

- (g) When a member agrees to work an overtime shift and the overtime shift is subsequently cancelled, the member shall be compensated with 2 hours pay at their overtime rate if they are notified upon showing up for duty, and 1 hour pay at their overtime rate if they are notified less than 24 hours prior to the start of the scheduled shift.

### **5.03. SERVICE PAY**

In addition to the rates set out in Appendix I, service pay shall be paid to all members as follows:

- (a) After ten (10) years' continuous service with the Emergency Services Department -- twenty dollars (\$20) per month.
- (b) After twenty (20) years' continuous service with the Emergency Services

Department -- twenty-five dollars (\$25) per month.

- (c) After thirty (30) years of continuous service with the Emergency Services Department -- thirty dollars (\$30) per month.

#### **5.04. SENIOR WORK**

- (a) In the Fire Operations Branch the senior eligible Qualified for Officer of the same platoon shall act in the absence of a Lieutenant and shall be reimbursed at the higher rate when the acting is for the majority of a shift. The same consideration shall apply to a senior eligible Lieutenant in the absence of a Captain, and to the Assistant Platoon Chief in the absence of the Platoon Chief. The senior eligible Qualified for Officer referred to above shall not replace a Captain or acting Captain. The senior eligible Lieutenant shall not replace a Platoon Chief or acting Platoon Chief. The City will attempt to equalize the senior work positions throughout the four platoons.
- (b) The number of Qualified for Officer positions will be maintained at a minimum of four (4) (one on each platoon).
- (c) An Officer of at least Captain rank will be in charge of each pumper company and/or station with a Platoon Chief in command of each platoon.
- (d) Service truck companies, aerial companies, salvage companies, emergency and rescue companies, rescue and special hazard companies, and snorkel and tanker companies will be under the immediate direction of a Lieutenant.
- (e) In the Fire Prevention Bureau, when required by the Chief of Emergency Services, the Assistant Fire Marshal shall act in the absence of the Fire Marshal and receive the higher rate when the acting is for the majority of a shift.
- (f) In the Training Branch, when required by Chief of Emergency Services during an absence of the Chief Training Officer, the senior eligible Training Officer – Level 3 shall act in the absence of the Chief Training Officer and receive the higher rate when the acting is for the majority of a shift.
- (g) In the 911 Communications Branch, when there is more than one (1) Qualified Communications Officer, the senior eligible Qualified Communications Officer of the same platoon shall act in the absence of the scheduled Lieutenant and receive the higher rate when acting is for the majority of a shift.
- (h) A minimum of one (1) Officer of at least the rank of Qualified Communications Officer will be maintained for the duration of all shifts.
- (i) When a member acts in the next higher rank for more than 720 hours in a calendar year, the member shall be paid at the greater rate that percentage of

time spent in the higher capacity for vacation, statutory holiday pay, stat premium pay, and casual sick pay, to be calculated and paid at year end.

- (j) As it is recognized that the need to temporarily promote individuals to the next higher level of Senior Work may occur due to operational needs, the following guidelines shall prevail in regards to temporary advancements:
  - (i.) Members not accepting temporary advancements shall not be deemed to have turned down a promotion or transfer.
  - (ii.) Temporary advancements shall be used only to cover extended absences where the member vacating the position will be clearly intending to return to their position.
  - (iii.) Temporary advancements are not intended to replace permanent advancements.
  - (iv.) Reasonable notice and consideration of vacation and holidays shall be taken into account.

#### **5.05. SHIFT DIFFERENTIAL**

Members shall receive a shift differential of one dollar (\$1.00) per hour for each regularly scheduled hour worked between 1800 hours and 0800 hours.

Members are not eligible for shift differential for hours worked at premium rates.

#### **5.06. STANDBY PAY**

Members in the Fire Prevention Bureau, when required to be on standby, shall receive one hundred and seventy - five dollars (\$175) per calendar week or a prorated amount for a portion of a calendar week.

#### **5.07. UNIFORM AND TURNOUT GEAR CLEANING**

The City agrees to provide for the professional cleaning of all City issue clothing and to provide for a means of cleaning turnout gear in a manner that meets or exceeds NFPA 1851 Standards.

#### **5.08. TOOL ALLOWANCE**

Emergency Apparatus Technician(s) shall be given a monthly tool allowance of thirty dollars (\$30). The City will provide fire and theft insurance for the technician's tools under its umbrella insurance policy. The technicians will be responsible for paying the deductible (\$500) for any claims.

## 6. FRINGE BENEFITS

### 6.01. STATUTORY HOLIDAYS

All members, excluding members of the Fire Prevention Bureau, Training Branch, and the Mechanical Branch, shall receive twelve (12) hours pay at their regular hourly pay in addition to their regular salaries for each of the following statutory holiday:

Good Friday	Remembrance Day
Easter Monday	Christmas Eve (1/2 Day)
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26)
Civic Holiday in August	New Year's Day
Labour Day	Family Day (February)
Thanksgiving Day	National Day for Truth and Reconciliation

Members, at their option, may choose to receive the 12 hours pay as 12 hours of lieu time, which will be subject to the conditions of 5.02 f (i). Members who work on a statutory holiday will be paid an additional premium equal to  $\frac{1}{2}$  the number of hours worked on the statutory holiday (When a member works from midnight to 0800 the member will enter an additional 4 hours at their regular rate of pay on their time sheet, from 0800 to 1800 an additional 5 hours, and from 1800 to midnight an additional 3 hours). Members who work from 1200hrs to 2400hrs on Christmas Eve will receive an additional premium equal to half the number of hours at their regular hourly rate worked between 1200 and 2400hrs. Members of the Prevention Bureau, Training Branch and Mechanical Branch will be scheduled to take the Christmas Eve  $\frac{1}{2}$  day off in the afternoon of Christmas Eve providing at least one member of the Prevention Bureau works. This member will take the New Year's Eve  $\frac{1}{2}$  day off.

Any additional day declared by any government body whose authority is binding in these matters shall be similarly observed, except where such day is declared in lieu, then only the day in lieu shall be recognized.

No deduction shall be made from the salaries of members of the Fire Prevention Bureau, Training Branch, or the Mechanical Branch when a statutory holiday falls on a regular working day (unless otherwise agreed). Where a statutory holiday falls on a member's regular day off and such day is not worked by the member, the member shall be entitled to take a regular day off in lieu of such holiday. The day in lieu shall be established by the City and shall be the day prior or subsequent to the holiday(s).

### 6.02. ANNUAL VACATIONS

- (a) All members, except members of the Mechanical Branch, Training Branch, and the Fire Prevention Bureau, shall receive annual vacation leave in accordance with the following schedule:
  - (i) Twelve (12) working shifts after one (1) year of continuous service or
  - (ii) Sixteen (16) working shifts after eight (8) years of continuous service or

- (iii) Twenty (20) working shifts after fifteen (15) years of continuous service  
or
  - (iv) Twenty-four (24) working shifts after twenty-four (24) years of continuous service.
- (b) Members of the Mechanical Branch shall receive annual vacation leave in accordance with the following schedule:
  - (i) Three (3) weeks after one (1) year of continuous service or
  - (ii) Four (4) weeks after eight (8) years of continuous service or
  - (iii) Five (5) weeks after fifteen (15) years of continuous service, or
  - (iv) Six (6) weeks after twenty-four (24) years of continuous service.
- (c) Members of the Fire Prevention Bureau and Training Bureau shall receive annual vacation leave in accordance with the following schedule:
  - (i) One-hundred and twenty (120) hours after one (1) year of continuous service, or
  - (ii) One-hundred and sixty (160) hours after eight (8) years of continuous service, or
  - (iii) Two hundred (200) hours after fifteen (15) years of continuous service, or
  - (iv) Two hundred and forty (240) hours after twenty-four (24) years of continuous service.
- (d) Vacations may be taken in periods of less than four (4) consecutive working shifts at the discretion of the Chief of Emergency Services, giving due consideration to manning requirements and adequate notice.
- (e) If a member is incapacitated through illness or injury and unable to take the vacation to which they are entitled in Sections (a), (b), and (c), or interrupts their vacation and is eligible for a bereavement leave of absence (4.03a), the member shall be allowed to carry the remainder of their entitlement through to the following year vacation period as set forth in Section (d) and (f).
- (f) Members shall select their annual vacation in order of seniority as defined in this agreement. Each platoon may determine the number of weeks in a vacation period and whether or not a vacation period may be split into non-consecutive weeks. However, only one vacation period shall be selected by

seniority until all members of the platoon have selected one period. Thereafter, all members shall select their second period in order of seniority, and again for subsequent periods.

- (g) A member shall be allowed to carry over any portion of one (1) year's vacation entitlement to the following year except where the member and the Chief of Emergency Services mutually agree to a carry-over of more than one year's entitlement to a maximum accumulation of two (2) year's entitlement. On a member's anniversary date, they shall have no more than one full years entitlement available unless there has been prior approval by the Chief of Emergency Services.

### **6.03. SICK LEAVE**

- (a) A \*member shall not accumulate leave during the first three (3) months of service but shall accumulate three-quarters (3/4) of a day per month thereafter up to a maximum of one hundred (100) days. Time taken off for non-occupational illness or accidents shall be paid and deducted from the time accumulated. All members shall notify the Platoon Chief before their first shift of absence through sickness and shall provide a doctor's certificate for the fifth and any subsequent period of absence in a twelve (12) month period at the request of the Chief of Emergency Services. For the purposes of this section, shifts missed shall be considered days used at the rate of twelve (hours) per shift for members working on the four-platoon rotation. Where the Employer has reasonable grounds to believe a member has abused a sick leave benefit, the member will be notified upon return to work that they may be required to produce a medical certificate for any future period of absence. Failure to comply with these requisites shall result in loss of pay.

\*The city agrees to provide newly hired Fire Operations members their first year's sick leave accrual six point seven five (6.75 days' worth) on their date of hire. Further sick leave accrual would commence at the beginning of their second year of employment.

All members who are going to be absent from their shift shall give as much advanced notice as possible, preferably at least two (2) hours' notice to the Department in order to allow coverage to be arranged.

- (b) The City shall place three-quarters (3/4) of a day per month sick leave into a bank for all permanent members covered under this Collective Agreement.
- (b) For all members who have accumulated the one hundred (100) day maximum, the employer will credit the bank with one and one half (1-1/2) days of sick leave per month per member.
- (d) To be eligible to draw coverage from the Sick Leave Bank, a permanent member must have been sick for more than fifteen (15) working days and used their own sick leave to cover said days. If a permanent member does not have fifteen (15) days of accumulated leave to their credit, they must wait the

remaining days of said fifteen (15) day period before receiving benefits from the Sick Leave Bank.

- (e) Members suffering from a drug or alcohol problem who are actively engaged in a treatment program shall be eligible for coverage from the Sick Leave Bank while absent and may receive benefits until deemed fit to return to work.
- (f) Should the members desire at any time during the term of this Agreement to fund and implement a long-term disability plan, the City agrees that it shall, at the request of the members, assist in the coordination of such plan, deduct such contributions from members' salaries, and make payment thereof to the insurer of the plan as the members may from time to time direct.
- (g) A member who is unable to permanently perform their duties as a result of disability, which is not job related, shall be recognized as qualifying for The City and Association's duty to accommodate to the point of undue hardship.

#### **6.04 DEPARTMENT OCCUPATIONAL PHYSICIAN**

The City and Local 1190 agree to mutually select a department occupational physician for the purpose of promoting health and wellness and obtaining required driver's license medicals.

#### **6.05. OCCUPATIONAL SICKNESS AND ACCIDENTS**

- (a) No reduction in salary will be made in the case of sickness of a member which, diagnosed by a medical doctor of the member's choice, is a direct result of their occupation as a member.
- (b) When a permanent member is incapacitated and unable to work as a result of a compensable accident incurred while in the performance of, or as a result of performance of their duties, they shall assign to the Employer all monies to which they are eligible from Workers' Compensation Board. In return the Employer shall continue to pay the member their regular wage. In each case the City Manager reserves the right to terminate at any time at their discretion the benefits received under this clause on the advice of a qualified doctor.

If, in any calendar year the employer calculates that as a result of a different income tax treatment of disability payments, a member has received an amount in excess of their regular earnings, the employer shall notify the member as to the amount of the excess. Any dispute as to the amount of the excess shall be subject to the grievance procedures herein. The member shall pay to the employer the amount of the excess within sixty (60) days of the date of finalization of the amount of the excess.

- (c) If a member dies while in the performance of or as a result of the performance of their duties as a Firefighter, their widow or dependent children shall be paid the full pay which such member would have been paid under this Agreement had they not died (making the assumption and paying on the basis that the

member would have been promoted in accordance with the member's seniority), such payment to continue until the date the member would have been entitled to full and compulsory pension retirement had they not died, it being understood that any Workers' Compensation Pension or Award or other pension or annuity not personally contracted for by the deceased member or their widow 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 or delivered to the City, in default of which the City shall be entitled to set off the amount or amounts thereof against the monies otherwise due and payable by the City to the widow or dependent children under the terms hereof.

In addition to salary, The City will pay the spouse the equivalent amount of the employer's portion of the Local Authority Pension contributions that they would have received until the member would have been entitled to full and compulsory pension retirement.

"Dependent children" shall mean unmarried children of the member or spouse, or children living in the member's household for whom the member was in loco parentis who, at the time the member died, were dependent upon the member for support and who are:

- less than eighteen (18) years of age; or
- eighteen (18) years of age or over and not more than twenty-one (21) years of age and are in full-time attendance at an accredited school, college, institute, or university having been in such attendance without interruption since the age of eighteen (18) years; or
- eighteen (18) years of age or over and medical proof is provided demonstrating that they are incapable of self-sustaining employment due to a continuing mental or physical infirmity.

Payments to a surviving spouse or dependent children shall reflect wage rates adjusted by succeeding collective agreements.

#### **6.06. MEDICAL AND DENTAL INSURANCE**

- (a) The member shall be responsible for 50% of the premium cost of Alberta Health Care Insurance. The City shall be responsible for the other 50% of the cost.
- (b) The City shall pay the full premium cost of the Blue Cross Supplementary Medical or an equivalent or better plan (City of Red Deer Group 8238 Section 151).
- (c) The City shall pay the full premium costs of the Dental Plan providing the member reimbursement costs as per the plan schedule (City of Red Deer Group 8238 Section 151).
- (d) Both parties agree to recognize the confidentiality of health and medical records.



## **6.07. GROUP LIFE INSURANCE**

The City shall pay the full premium costs of a Group Life Insurance Plan in respect of the first twenty-five thousand dollars (\$25,000) of coverage. The member shall pay premium costs on coverage over twenty-five thousand dollars (\$25,000). Coverage shall be twice the member's annual regular salary.

## **6.08. CLOTHING**

If any member transfers between branches, they shall be entitled to the clothing entitlement of the branch they are transferring to, less the clothing they have been issued.

### **(a) Clothing Entitlement for Fire Operations Branch Personnel**

Newly hired personnel shall be issued the following clothing items from Clothing Committee Items list "A" and Bunker Gear Committee Items list "B" at the time of hire or if not in stock, at the earliest possible date:

#### **Clothing Committee Items List "A"**

- 4 duty shirts
- 4 duty trousers
- 1 pair of duty coveralls
- 1 pair of duty boots
- 1 pair dress gloves
- 1 ball cap
- Toque
- Fur hat
- 1 pair of work out shorts
- 1 pair of dress shoes
- 4 T-shirts
- 1 belt
- 3 in 1 jacket\*

**\*denotes "as required item"**

Duty shirts and trousers will meet the NFPA 1975 standard.

When Clothing Committee Items list "A" items require replacement refer to the points replacement schedule. Should any of these items become damaged beyond repair in the daily operations they will be replaced without having to use annual replacement points.

#### **Bunker Gear Committee Items List "B"**

- 1 pair firefighter gloves
- 1 pair work gloves
- Bunker gear (including boots)
- 1 pair of F/R Wildland coveralls
- Gear bag
- Balaclava hood
- Helmet
- Safety glasses

- Flashlight

Should any of these items become damages beyond repair in the daily operations they will be replace without having to use your annual replacement points.

Bunker Gear Committee Items List “B” items are to be re-issued as follows:

- When the item has reached its end of life or has become worn out.
- The employee will contact their Bunker Gear Committee Platoon representative when a Bunker Gear Committee Items “List B” item needs to be replaced.
- The representative will review the article (must present old item to receive new) and make the decision as to whether it needs to be replaced.

The following may be issued during the probationary year or no later than the successful completion of the probationary year. These are replaced on an “as required” basis.

- Dress hat
- Uniform tunic with matching pants/skirt
- White dress shirt
- Dress shoes
- Tie

Upon completion of the probationary period employees are entitled to 400 clothing points annually which may be used to order clothing. Clothing request forms go out to personnel each year (in November), to which items can be ordered for their clothing entitlement for the year.

#### **Points Replacement Schedule**

<b>Item</b>	<b># of points</b>
Leather belt	25
Duty Boots	220
Duty Shoes	110
Dress Shoes	110
Gloves, Winter Dress	25
Trousers	75
Shirt, Long sleeve	50
Shirt, Short sleeve	50
Mitts, Leather Black	25
Sweater – Duty Job Shirt – Fleece	75
T-shirt	15
Toque	10
Ball Cap	15
Work out shorts	40
Duty coveralls non F/R	100
Fur hat	50

Ties – clip on or long	5
F/R T-shirt	40

**(b) Clothing Entitlement for Training Branch Personnel**

Newly hired personnel shall be issued the following clothing items at the time of hire or if not in stock, at the earliest possible date:

- 2 duty shirts
- 2 duty trousers
- 2 navy dress shirts
- 2 pair uniform dress trousers
- 1 pair of duty coveralls
- 1 pair of rescue coveralls\*
- 1 pair of duty boots
- 1 pair dress gloves
- 1 ball cap
- Toque
- One 3-in-1 Jacket\*
- 1 pair of work out shorts
- 1 pair of dress shoes
- 4 t-shirts
- 1 belt
- 2 ties
- Bunker Gear Committees Items List “B” from Fire Operations Branch

\*Denotes “as required item”

Duty shirts and trousers will meet the NFPA 1975 Standard.

The following may be issued during the probationary year or no later than the successful completion of the probationary year. These are replaced on an “as required” basis.

- Dress hat
- Uniform tunic with matching pants/skirt
- White dress shirt
- Dress shoes

Upon completion of the probationary period employees are entitled to 400 clothing points annually, which may be used to order clothing. Clothing request forms go out to personnel each year (in November), to which items can be ordered for their clothing entitlement for the year.

Item	# of points
Leather belt	25
Duty Boots	220

Duty Shoes	110
Dress Shoes	110
Gloves, Winter Dress	25
Trousers	75
Shirt -Long sleeve	50
Shirt -Short sleeve	50
Mitts, Leather Black	25
Sweater – Duty Job Shirt – Fleece	75
T-shirt	15
Toque	10
Ball Cap	15
Work out shorts	40
Duty coveralls non-F/R	100
Fur hat	50
Ties – clip on or long	5
FR t-shirt	40

(c) Clothing Entitlement for Prevention Branch and Mechanical Branch Personnel

Newly hired personnel shall be issued the following clothing items at the time of hire or if not in stock, at the earliest possible date:

- 4 navy dress shirts
- 4 pair uniform dress trousers
- 2 ties
- One 3-in-1 Jacket\*
- Duty Boots
- One pair of dress gloves
- One Leather belt
- One fur hat
- One job shirt
- One pair of gloves
- Prevention Branch only: One pair of F/R Coveralls\*
- Mechanical Branch only: three pairs of Work Coveralls\*

*\*considered as required item*

Upon completion of the probationary period the following shall be issued on an “as required” basis:

- Dress Hat
- Uniform Tunic with matching pants/skirt
- White dress shirt
- Dress shoes

Upon completion of the probationary period employees are entitled to 400 clothing points annually which they may use to order clothing. Clothing request forms go out to personnel each year (in November), to which items can be ordered for their clothing entitlement for the year.

Item	# of points
Leather belt	25
Duty Boots	220
Duty Shoes	110
Dress Shoes	110
Gloves, Winter Dress	25
Trousers – Standard weight	75
Shirt -Long sleeve	50
Shirt -Short sleeve	50
Mitts, Leather Black	25
Sweater – Duty Job Shirt – Fleece	75
T-shirt	15
Toque	10
Ball Cap	15
Work out shorts	40
Fur hat	50
Ties – clip on or long	5
FR t-shirt	40

(d) Clothing Entitlement for 9-1-1 Emergency Communications Branch Personnel

Upon becoming a permanent 9-1-1 Emergency Dispatcher, personnel shall be issued the following clothing:

- One 3-in-1 jacket
- One pair of dress gloves
- One fur hat
- One pair of gloves
- 6 Duty shirts
- 3 Duty trousers
- 4 T-shirts
- One Belt
- One pair of duty shoes
- 2 Ties

*\*considered as required item*

Upon completion of the probationary period the following shall be issued on an “as required” basis:

- Dress Hat
- Uniform Tunic with matching pants/skirt
- White dress shirt
- Dress shoes

Upon completion of the probationary period employees are entitled to 300 clothing points annually which they may use to order clothing. Clothing request forms go out to personnel each year (in November), to which items can be ordered for their clothing entitlement for the year.

Item	# of points
Leather belt	25
Duty Boots	220
Duty Shoes	110
Dress Shoes	110
Gloves, Winter Dress	25
Trousers – Standard weight	75
Shirt -Long sleeve	50
Shirt -Short sleeve	50
Mitts, Leather Black	25
Sweater – Duty Job Shirt – Fleece	75
T-shirt	15
Toque	10
Work out shorts	40
Fur hat	50
Ties – clip on or long	5

- (e) The City shall distribute to each member prior to November 15 in the calendar year, a Clothing Issue Order Form. This form shall contain the annual clothing issue point allocation for the member. The form shall also list clothing issue items and their respective values. Members shall indicate and total their selections on the form. The selection point total shall subtract from the total clothing issue point allocation. The selection point total shall not exceed the annual total point allocation. All forms shall be submitted and saved in the appropriate location on the file tree.
- (f) Forms which contain errors shall be returned to the member for correction and re-submission prior to December 15 of the calendar year.
- (g) Members who fail to meet the time limits within this schedule shall forfeit their entire clothing issue point allocation for the year indicated. Members who have forfeited their clothing issue point allocation in this fashion shall be notified in writing as to the forfeiture.
- (h) The City will make all reasonable attempts to make the clothing issue available no later than July 1 in the calendar year of entitlement.

- (i) Any clothing issue not picked up from non-department suppliers by October 1 in the calendar year of entitlement shall be forfeited.
- (j) Any clothing issue point items unavailable for pick up or measurement by July 1 in the calendar year of clothing issue shall not be subject to the conditions of (i) above.
- (k) Any forfeiture, denial, or replacement issue, or any dispute arising from this clothing agreement, may be appealed through the Clothing Committee. A request for appeal shall be made in writing to the Clothing Committee within twenty-one (21) days of notice or forfeiture. Following the appeal, The Clothing Committee shall present a recommendation within twenty-one (21) days to the Chief of Emergency Services. The Chief of Emergency Services shall then issue a ruling on the appeal.
- (l) During this contract, changes to the clothing issue and point structure may be made with the mutual agreement of the Association and the Chief of Emergency Services.
- (m) If a uniform or article of apparel supplied by the Employer is damaged or destroyed by fire or ambulance duty, the same will be replaced by the Employer. Any member who through neglect, abuse or negligence destroys or loses any of the clothing issued to him shall pay for same or replace same.
- (n) The Employer agrees to notify the Secretary of the Association before any contracts are awarded for the purpose of any article of clothing to be supplied under this Agreement so that the Executive of the Association may review and advise on the selection of such materials.
- (o) When a member resigns, retires or is dismissed from the Department they shall return to the Department, in serviceable condition and reasonable wear and tear excepted, all insignia, identification, equipment and the last issue of clothing supplied to them; provided however that for members who resign or retire the Chief of Emergency Services may at their discretion allow such members to retain certain insignia and their complete dress uniforms if the member submits a written request and agrees to abide by such reasonable regulations as the Chief of Emergency Services may impose with respect to the display and use of the retained articles.

If a member refuses to return the insignia, identification, equipment, and clothing within such reasonable time as may be imposed by the Chief of Emergency Services the member shall be liable to the employer for damages in such amount as is assessed by the Chief of Emergency Services, whose assessment shall be final and binding.

- (p) The process for tendering of clothing requirements for the forthcoming year outlined in the current Collective Agreement will be completed before

October 1.

### **6.11 PENSION**

The City and the member shall each pay their share of the premium to the Local Authorities Pension Plan or to any other pension plan mutually agreed to by both parties. Pension contributions will be included for service pay, shift differential, and paid holiday (not including stat premium) incomes. Members will become participants in the plan at the earliest date of eligibility allowed in the plan.

### **6.12 MEDICAL REGISTRATION RECOGNITION**

Members at the level of EMT-Paramedic shall receive 3 lieu days per year for maintaining their licensing registration with Alberta College of Paramedics. EMT-Ambulance registered members shall receive 2 lieu days per year. Lieu time will be credited on July 1 of each year. Failure to maintain registration after July 1 will mean that a pro-rated portion of the lieu time will have to be returned.

## **7. GRIEVANCES**

The City and the Association jointly recognize the desirability of preventing grievances through the use of good judgement, good communications, and good directives by both parties. However, in the event of a serious difference it is agreed that any grievance shall be dealt with and disposed of according to the following procedures:

- (a) A grievance, for the purpose of this Agreement, is defined to be any dispute, difference, or disagreement between the City and the Association which arises under this Agreement and pertains to any of the following:
  - (i) Any matter relating to the terms and conditions of employment or other working conditions of a member or members.
  - (ii) Any matter involving the interpretation of any provision of this Agreement.
  - (iii) Any matter involving the alleged violation of any provision in this Agreement.
- (b) If any differences concerning the interpretation, application, operation or any alleged violation of this Agreement or any question as to whether any difference is arbitrable arises between the parties to, or persons bound by, the Collective Agreement, such parties or persons shall meet and endeavour to resolve the difference. Within thirty (30) days following discovery of the act or omission giving rise to the grievance the grieving party must give notice to the other party, in writing, of their request to have a grievance hearing, giving particulars of the grievance, failing which the grievance shall be deemed



abandoned. If the grievance is against the City, notice shall be given to the Chief of Emergency Services or designate. The Association in consultation with the Chief of Emergency Services or designate, after determining the nature of the grievance, may advance the grievance directly to the Director of Protective Services if mutually agreed. If the grievance is against the Association, notice shall be given to the President of Local 1190.

- (c) Where the Chief of Emergency Services or designate, or Association President or their designate are unable to adjust the grievance to the satisfaction of the grieving party within fifteen (15) working days from the date of receiving the notice, the grieving party shall, within a further fifteen (15) working days notify the Director of Protective Services or their designate (or the Association Executive in the case of a City grievance) in writing, that the grievance remains unresolved and requesting that the grievance be adjusted.
- (d) Where the Director of Protective Services or designate, is unable to adjust the grievance to the satisfaction of the grieving party within fifteen (15) working days from the date of receiving the notice, the grieving party shall, within a further fifteen (15) working days notify the City Manager or their designate in writing, that the grievance remains unresolved and requesting that the grievance be adjusted.
- (e) The City Manager (or the Association Executive in the case of a City grievance) shall have fifteen (15) working days from the receipt of the notice to resolve the grievance and provide the other party with a reply in writing. In the event no reply is received, or in the event of an unsatisfactory reply, the City or the Association as the case may be, shall have a further fifteen (15) working days within which to notify the other party in writing of its desire to submit the difference to arbitration. The notice shall contain a statement of the difference and the name of the grieving party's appointee to the grievance arbitration board.
- (f) The party in receipt of a notice to submit a grievance to arbitration shall within five (5) working days inform the other party of its appointee to the Grievance Arbitration Board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, select a third person who shall be the Chairman.
- (g) If the recipient of the notice fails to appoint an arbitrator within the time limited under clause (c), the appointment shall be made by the Minister of Labour upon the request of either party. If the two (2) appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party. 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 Chairman governs, and it shall be deemed to be the award of the Board.

- (i) 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.
- (j) The Grievance Arbitration Board, by its decision, shall not alter, amend, or change the terms of the Collective Agreement.
- (k) Each party to the difference shall bear the expense of its respective appointee to the Grievance Arbitration Board and the two parties shall bear equally the expenses of the Chairman.
- (l) Unless otherwise specified the term 'days' is understood to mean calendar days.
- (m) Should either party fail to process a grievance within the time limits stipulated, the grievance shall be deemed abandoned; provided however a Grievance Arbitration Board may extend the time for the taking of any step in the grievance procedure, notwithstanding the expiration of such time, where the Grievance Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

## **8. GENERAL**

### **8.01. DEDUCTION OF DUES**

It is mutually agreed that the employer shall recognize the 'Rand System' or 'Rand Formula.' Further, the City agrees to a bi-weekly checkoff of Association dues at the prescribed rate which shall be payable by direct deposit to the Association by the fifteenth of the following month. The Association agrees to notify The City if there is to be any change in the deduction of Union Dues and is responsible for notifying its' members.

### **8.02. PAY PERIOD**

All employees shall have their pay directly deposited to an account of the employee's choice in a bank or other financial institution every second Friday. It is understood that pay will be for all time indicated up to the previous Saturday. An employee's pay will be deposited no later than 12:01 p.m. on the Friday. The City will provide a minimum of one-hour notice if there is a problem with the deposit so that the employee can make special arrangements. At The City's discretion cheques may be issued to employees.

### **8.03. DISCRIMINATION**

The Employer and the Union agree that the workplace will remain free from all forms of harassment and discrimination prohibited by applicable laws and City policies.

#### **8.04. EMT-P/EMT-A REQUIREMENTS**

The Chief of Emergency Services will consider applications from members under the rank of Lieutenant wishing to de-certify giving due consideration to the following:

1. Sufficient numbers of EMT-P's and EMT-A's
2. Seniority of the applicant
3. Health concerns

The decision to de-certify is at the sole discretion of the Chief of Emergency Services.

- (a) The City agrees to pay cost of membership in ACP.
- (b) Tuition fees will be paid and required texts will be supplied by the City for recertification or maintenance training, for members registered in EMT and/or ACP programs.
- (c) The City agrees to make available to members the necessary programs, training, drills, tasks and duty time on the ambulance, to aid the member in maintaining the member's license.

#### **8.05. SAFETY REGULATIONS AND SAFETY COMMITTEE**

- (a) The City and the Association shall observe all reasonable safety precautions.
- (b) The City shall provide all safety devices or appliances that may be reasonably required for the protection of members.
- (c) The Department and the Association shall establish an Occupational Health and Safety Committee consisting of a maximum of six (6) members and one or two representatives from Administration. The Association members and the Administration representative(s) will chair alternate meetings. The Occupational Health and Safety Committee will meet at least four times a year. Their concerns shall relate to the health and safety of the members of the department.
- (d) Members of the Occupational Health and Safety Committee shall receive lieu time for attending meetings when off-duty.
- (e) Each Fire Operations Branch employee will be issued a Duffel bag once. The bag will only be used for transporting the member's turnout gear.

#### **8.06. INDEMNIFICATION**

All reasonable expenses and costs with respect to any criminal or civil action taken against or in respect to any member covered by this Agreement arising out of such member's action while carrying out their normal work duties will be paid by the City

provided the member uses the services of a solicitor appointed by The City and such actions do not constitute a gross disregard or neglect of their duty.

### **8.07. TECHNOLOGICAL CHANGE**

The City will assume its responsibilities with regard to employees who may be affected by new technology, including significant automation or mechanization. For this reason, the City agrees to set up training, retraining, or refresher programs for employees thus affected. The City shall give the Union prior notice of the implementation of significant new technology and discuss with the Union any action liable to cause staff problems. If an employee cannot perform the duties of the current position as a result of technological improvements and has to transfer to a lower-rated position and is able to do the work of the new position, that employee shall continue to receive the wage rate in place at the time of the transfer until such time as the lower rate reaches the employee's rate in place at the time of transfer.

### **8.08. TRAINING**

The Chief of Emergency Services, in consultation with IAFF, will retain an in-house trainer program. The number of trainer positions will be evaluated to ensure the needs of the department are being met. The Chief of Emergency Services will make decisions regarding the number of positions. A reduction in the number of Trainers by the Chief will result in Trainers who are not in designated training classifications being paid at three times (3x) the First Class Firefighter rate for all hours of instruction.

Classifications:

Captain – trainers (+4%)	8
Lieutenant – trainers (+4%)	8
QFO – trainers (+3%)	4
FF-Inspector – trainers (+3%)	4

Trainers will obtain the necessary certification (E1, E2 and E3 as needed).

Preparation time may be added to instruction hours if mutually agreed, between the Chief of Emergency Services, the Trainer, and the Association.

- (a) Training premiums will be paid for:
  - certifiable courses
  - instruction time
  - other courses the Chief of Emergency Services may authorize
  
- (b) Anyone instructing or assisting in the instruction of certified courses must be a certified instructor of that course in order to qualify for the training premiums.
  
- (c) Members instructing who are not in a training rank will be compensated as follows:

- (i) When on shift – straight time for each hour of instruction in addition to their usual pay.
  - (ii) When off shift – double time for each hour of instruction.
- (d) The Chief of Emergency Services in consultation with the Education and Training Committee will develop a fair, equitable plan to decide which courses should be taken and who should take them, subject to the needs of the department. This will be the focus of the Education and Training Committee. The Chief of Emergency Services, through consultation with the Committee, will determine the career path goals for all ranks. The Education and Training Committee will develop, or be provided with, the details of courses.

The Education and Training Committee will endeavour to set the following years training calendar by September and attempt to have the instructor and student positions filled by November. They will then provide recommendations to the APC, who will confirm attendance of instructors and members at least sixty days prior to the course start date.

It is recognized from time to time sixty days' notice may not be possible. In these circumstances members may decline attending the course.

Members may also decline to attend courses for reasons like prearranged vacation.

Declining prerequisite courses may result in members not being reclassified or promoted in the future. It is the member's responsibility to be aware of the implications of not successfully completing a course. Members declining courses are encouraged to discuss the implications with the APC, the Education and Training Committee, or the Chief of Emergency Services.

It is further agreed that if an employee has registered to take a course outlined in the career path goal, but for legitimate reasons (illness or injury, compassionate leave, emergency family leave, or unforeseen critical personal circumstances) has been unable to complete the course, the Chief of Emergency Services may deem that these courses will have been completed for promotional purposes. There is a requirement that an employee so promoted will continue to pursue this required training and there will be agreement between the parties on a time frame as to when this training should be completed.

The Chief of Emergency Services, in consultation with the President, may assign members to course(s) identified as needed for their position provided at least sixty days' notice is given.

Members may not withdraw from course attendance within sixty days of the course start date without approval from the Chief of Emergency Services.

- (f) The senior member(s) eligible to take a course (as recommended by the Education and Training Committee) will be given the first opportunity to take

the course, unless the course is to be taken while on duty, in which case the most senior member(s) eligible on the platoon will be given the first opportunity.

The Chief of Emergency Services may alter this process upon recommendation of the Education and Training Committee and/or if they deem it appropriate.

#### **8.09. JOB GUARANTEE**

Layoffs to reduce current members of the mechanical, fire prevention or fire operations branch, as distinguished from dismissal for just and sufficient cause, shall not be made (i.e. current members as of February 23, 1995).

#### **8.10. LABOUR MANAGEMENT MEETINGS**

Labour Management meetings shall occur per the Committee's Terms of Reference.

### COLLECTIVE AGREEMENT SIGNING PAGE

SIGNED THIS 14<sup>th</sup> DAY OF June, 20 22

THE CITY OF RED DEER	IAFF LOCAL 1190
 	

**APPENDIX I**

**PAY RATES EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020**

<b>RANK</b>	<b>%</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
84 Hours Bi-weekly				
Platoon Chief	135.00%	\$139,748.18	\$5,354.46	\$63.74
Assistant Platoon Chief	130.00%	\$134,572.32	\$5,156.15	\$61.38
Captain - Trainer	126.00%	\$130,431.64	\$4,997.50	\$59.49
Captain	122.00%	\$126,290.95	\$4,838.85	\$57.61
Lieutenant - Trainer	116.00%	\$120,079.92	\$4,600.87	\$54.77
Lieutenant	112.00%	\$115,939.23	\$4,442.22	\$52.88
Qualified for Officer - Trainer	108.00%	\$111,798.55	\$4,283.57	\$50.99
Qualified for Officer	105.00%	\$108,693.03	\$4,164.58	\$49.58
Firefighter/Inspector - Trainer	106.00%	\$109,728.20	\$4,204.25	\$50.05
Firefighter/Inspector	103.00%	\$106,622.69	\$4,085.26	\$48.63
Firefighter (1st Class)	100.00%	\$103,517.17	\$3,966.27	\$47.22
Firefighter (2nd Class)	95.00%	\$98,341.31	\$3,767.96	\$44.86
Firefighter (3rd Class)	90.00%	\$93,165.46	\$3,569.64	\$42.50
Firefighter (Probationary)	85.00%	\$87,989.60	\$3,371.33	\$40.13
80 Hours Bi-weekly				
Chief Training Officer	135.00%	\$139,748.18	\$5,354.74	\$66.93
Fire Training Officer - Level 3	122.00%	\$126,290.95	\$4,839.10	\$60.49
Fire Training Officer – Level 2	112.00%	\$115,939.23	\$4,442.45	\$55.53
Fire Training Officer – Level 1	105.00%	\$108,693.03	\$4,164.80	\$52.06
Fire Marshal	135.00%	\$139,748.18	\$5,354.74	\$66.93
Assistant Fire Marshal (3rd yr)	130.00%	\$134,572.32	\$5,156.41	\$64.46
Assistant Fire Marshal (2nd yr)	128.00%	\$132,501.98	\$5,077.08	\$63.46
Assistant Fire Marshal (1st yr)	126.00%	\$130,431.64	\$4,997.75	\$62.47
Fire Prevention Officer Level 4	120.00%	\$124,220.61	\$4,759.77	\$59.50
Fire Prevention Officer Level 3	112.00%	\$115,939.23	\$4,442.45	\$55.53
Fire Prevention Officer Level 2	109.00%	\$112,833.72	\$4,323.45	\$54.04
Fire Prevention Officer Level 1 (3rd yr)	105.00%	\$108,693.03	\$4,164.80	\$52.06
Fire Prevention Officer Level 1 (2nd yr)	103.00%	\$106,622.69	\$4,085.47	\$51.07
Fire Prevention Officer Level 1 (1st yr)	100.00%	\$103,517.17	\$3,966.47	\$49.58
Entry Level below 100% to be determined based upon qualifications and experience, but no lower than 75%				
84 Hours Bi-weekly				
Communications Lieutenant	112.00%	\$115,939.23	\$4,442.22	\$52.88
Emergency Dispatcher – Qualified for Officer	105.00%	\$108,693.03	\$4,164.80	\$49.58
Emergency Dispatcher (Level 4)	98.00%	\$101,446.83	\$3,886.52	\$46.27
Emergency Dispatcher (Level 3)	91.00%	\$94,200.63	\$3,609.09	\$42.97
Emergency Dispatcher (Level 2)	83.00%	\$85,919.26	\$3,291.79	\$39.19
Emergency Dispatcher (Probationary)	78.00%	\$80,743.40	\$3,093.27	\$36.82
80 Hours Bi-Weekly				
Emergency Apparatus Tech (Lead Hand)	100.00%	\$103,517.17	\$3,966.47	\$49.58
Emergency Apparatus Technician	95.00%	\$98,341.31	\$3,768.15	\$47.10



**PAY RATES EFFECTIVE JULY 1, 2020 TO DECEMBER 30, 2021**

<b>RANK</b>	<b>%</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
			84 Hours Bi-weekly	
Platoon Chief	135.00%	\$142,543.15	\$5,461.55	\$65.02
Assistant Platoon Chief	130.00%	\$137,263.77	\$5,259.27	\$62.61
Captain - Trainer	126.00%	\$133,040.27	\$5,097.45	\$60.68
Captain	122.00%	\$128,816.77	\$4,935.63	\$58.76
Lieutenant - Trainer	116.00%	\$122,481.52	\$4,692.89	\$55.87
Lieutenant	112.00%	\$118,258.02	\$4,531.07	\$53.94
Qualified for Officer - Trainer	108.00%	\$114,034.52	\$4,369.24	\$52.01
Qualified for Officer	105.00%	\$110,866.89	\$4,247.88	\$50.57
Firefighter/Inspector - Trainer	106.00%	\$111,922.77	\$4,288.33	\$51.05
Firefighter/Inspector	103.00%	\$108,755.14	\$4,166.96	\$49.61
Firefighter (1st Class)	100.00%	\$105,587.52	\$4,045.60	\$48.16
Firefighter (2nd Class)	95.00%	\$100,308.14	\$3,843.32	\$45.75
Firefighter (3rd Class)	90.00%	\$95,028.76	\$3,641.04	\$43.35
Firefighter (Probationary)	85.00%	\$89,749.39	\$3,438.76	\$40.94
			80 Hours Bi-weekly	
Chief Training Officer	135.00%	\$142,543.15	\$5,461.83	\$68.27
Fire Training Officer - Level 3	122.00%	\$128,816.77	\$4,935.88	\$61.70
Fire Training Officer – Level 2	112.00%	\$118,258.02	\$4,531.30	\$56.64
Fire Training Officer – Level 1	105.00%	\$110,866.89	\$4,248.09	\$53.10
Fire Marshal	135.00%	\$142,543.15	\$5,461.83	\$68.27
Assistant Fire Marshal (3rd yr)	130.00%	\$137,263.77	\$5,259.54	\$65.74
Assistant Fire Marshal (2nd yr)	128.00%	\$135,152.02	\$5,178.63	\$64.73
Assistant Fire Marshal (1st yr)	126.00%	\$133,040.27	\$5,097.71	\$63.72
Fire Prevention Officer Level 4	120.00%	\$126,705.02	\$4,854.96	\$60.69
Fire Prevention Officer Level 3	112.00%	\$118,258.02	\$4,531.30	\$56.64
Fire Prevention Officer Level 2	109.00%	\$115,090.39	\$4,409.92	\$55.12
Fire Prevention Officer Level 1 (3rd yr)	105.00%	\$110,866.89	\$4,248.09	\$53.10
Fire Prevention Officer Level 1 (2nd yr)	103.00%	\$108,755.14	\$4,167.18	\$52.09
Fire Prevention Officer Level 1 (1st yr)	100.00%	\$105,587.52	\$4,045.80	\$50.57
Entry Level below 100% to be determined based upon qualifications and experience, but no lower than 75%				
			84 Hours Bi-weekly	
Communications Lieutenant	112.00%	\$118,258.02	\$4,531.07	\$53.94
Emergency Dispatcher – Qualified for Officer	105.00%	\$110,866.89	\$4,248.09	\$50.57
Emergency Dispatcher (Level 4)	98.00%	\$103,475.77	\$3,964.25	\$47.19
Emergency Dispatcher (Level 3)	91.00%	\$96,084.64	\$3,681.28	\$43.82
Emergency Dispatcher (Level 2)	83.00%	\$87,637.64	\$3,357.63	\$39.97
Emergency Dispatcher (Probationary)	78.00%	\$82,358.27	\$3,155.13	\$37.56
			80 Hours Bi-Weekly	
Emergency Apparatus Tech (Lead Hand)	100.00%	\$105,587.52	\$4,045.80	\$50.57
Emergency Apparatus Technician	95.00%	\$100,308.14	\$3,843.51	\$48.04

**PAY RATES EFFECTIVE DECEMBER 31, 2021 TO DECEMBER 30, 2022**

<b>RANK</b>	<b>%</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
84 Hours Bi-weekly				
Platoon Chief	135.00%	\$145,394.01	\$5,570.78	\$66.32
Assistant Platoon Chief	130.00%	\$140,009.05	\$5,364.46	\$63.86
Captain - Trainer	126.00%	\$135,701.08	\$5,199.27	\$61.90
Captain	122.00%	\$131,393.11	\$5,034.22	\$59.93
Lieutenant - Trainer	116.00%	\$124,931.15	\$4,786.63	\$56.98
Lieutenant	112.00%	\$120,623.18	\$4,621.58	\$55.02
Qualified for Officer - Trainer	108.00%	\$116,315.21	\$4,456.52	\$53.05
Qualified for Officer	105.00%	\$113,084.23	\$4,332.73	\$51.58
Firefighter/Inspector - Trainer	106.00%	\$114,161.22	\$4,374.10	\$52.07
Firefighter/Inspector	103.00%	\$110,930.24	\$4,250.30	\$50.60
Firefighter (1st Class)	100.00%	\$107,699.27	\$4,126.51	\$49.12
Firefighter (2nd Class)	95.00%	\$102,314.30	\$3,920.18	\$46.67
Firefighter (3rd Class)	90.00%	\$96,929.34	\$3,713.86	\$44.21
Firefighter (Probationary)	85.00%	\$91,544.38	\$3,507.53	\$41.76
80 Hours Bi-weekly				
Chief Training Officer	135.00%	\$145,394.01	\$5,570.65	\$69.63
Fire Training Officer - Level 3	122.00%	\$131,393.11	\$5,034.22	\$62.93
Fire Training Officer – Level 2	112.00%	\$120,623.18	\$4,621.92	\$57.77
Fire Training Officer – Level 1	105.00%	\$113,084.23	\$4,333.05	\$54.16
Fire Marshal	135.00%	\$145,394.01	\$5,570.65	\$69.63
Assistant Fire Marshal (3rd yr)	130.00%	\$140,009.05	\$5,364.33	\$67.05
Assistant Fire Marshal (2nd yr)	128.00%	\$137,855.06	\$5,282.20	\$66.02
Assistant Fire Marshal (1st yr)	126.00%	\$135,701.08	\$5,199.27	\$64.99
Fire Prevention Officer Level 4	120.00%	\$129,239.12	\$4,951.69	\$61.90
Fire Prevention Officer Level 3	112.00%	\$120,623.18	\$4,621.92	\$57.77
Fire Prevention Officer Level 2	109.00%	\$117,392.20	\$4,498.12	\$56.22
Fire Prevention Officer Level 1 (3rd yr)	105.00%	\$113,084.23	\$4,333.05	\$54.16
Fire Prevention Officer Level 1 (2nd yr)	103.00%	\$110,930.24	\$4,250.52	\$53.13
Fire Prevention Officer Level 1 (1st yr)	100.00%	\$107,699.27	\$4,126.72	\$51.58
Entry Level below 100% to be determined based upon qualifications and experience, but no lower than 75%				
84 Hours Bi-weekly				
Communications Lieutenant	112.00%	\$120,623.18	\$4,621.69	\$55.02
Emergency Dispatcher – Qualified for Officer	105.00%	\$113,084.23	\$4,333.05	\$51.58
Emergency Dispatcher (Level 4)	98.00%	\$105,545.29	\$4,043.54	\$48.14
Emergency Dispatcher (Level 3)	91.00%	\$98,006.33	\$3,754.90	\$44.70
Emergency Dispatcher (Level 2)	83.00%	\$89,390.39	\$3,424.78	\$40.77
Emergency Dispatcher (Probationary)	78.00%	\$84,005.43	\$3,218.23	\$38.32
80 Hours Bi-Weekly				
Emergency Apparatus Tech (Lead Hand)	100.00%	\$107,699.26	\$4,126.51	\$51.58
Emergency Apparatus Technician	95.00%	\$102,314.30	\$3,920.19	\$49.00

**PAY RATES EFFECTIVE DECEMBER 31, 2022**

<b>RANK</b>	<b>%</b>	<b>ANNUAL</b>	<b>BI-WEEKLY</b>	<b>HOURLY</b>
84 Hours Bi-weekly				
Platoon Chief	135.00%	\$148,301.89	\$5,682.20	\$67.64
Assistant Platoon Chief	130.00%	\$142,809.23	\$5,471.75	\$65.14
Captain - Trainer	126.00%	\$138,415.10	\$5,303.39	\$63.13
Captain	122.00%	\$134,020.97	\$5,134.90	\$61.13
Lieutenant - Trainer	116.00%	\$127,429.77	\$4,882.37	\$58.12
Lieutenant	112.00%	\$123,035.64	\$4,714.01	\$56.12
Qualified for Officer - Trainer	108.00%	\$118,641.51	\$4,545.65	\$54.11
Qualified for Officer	105.00%	\$115,345.91	\$4,419.49	\$52.61
Firefighter/Inspector - Trainer	106.00%	\$116,444.45	\$4,461.58	\$53.11
Firefighter/Inspector	103.00%	\$113,148.85	\$4,335.31	\$51.61
Firefighter (1st Class)	100.00%	\$109,853.25	\$4,209.04	\$50.11
Firefighter (2nd Class)	95.00%	\$104,360.59	\$3,998.59	\$47.60
Firefighter (3rd Class)	90.00%	\$98,867.93	\$3,788.13	\$45.10
Firefighter (Probationary)	85.00%	\$93,375.26	\$3,577.68	\$42.59
80 Hours Bi-weekly				
Chief Training Officer	135.00%	\$148,301.89	\$5,682.49	\$71.03
Fire Training Officer - Level 3	122.00%	\$134,020.97	\$5,135.29	\$64.19
Fire Training Officer – Level 2	112.00%	\$123,035.64	\$4,714.36	\$58.93
Fire Training Officer – Level 1	105.00%	\$115,345.91	\$4,419.71	\$55.24
Fire Marshal	135.00%	\$148,301.89	\$5,682.49	\$71.03
Assistant Fire Marshal (3rd yr)	130.00%	\$142,809.23	\$5,472.03	\$68.40
Assistant Fire Marshal (2nd yr)	128.00%	\$140,612.16	\$5,387.84	\$67.34
Assistant Fire Marshal (1st yr)	126.00%	\$138,415.10	\$5,303.66	\$66.29
Fire Prevention Officer Level 4	120.00%	\$131,823.90	\$5,051.10	\$63.13
Fire Prevention Officer Level 3	112.00%	\$123,035.64	\$4,714.36	\$58.93
Fire Prevention Officer Level 2	109.00%	\$119,740.04	\$4,588.08	\$57.35
Fire Prevention Officer Level 1 (3rd yr)	105.00%	\$115,345.91	\$4,419.71	\$55.24
Fire Prevention Officer Level 1 (2nd yr)	103.00%	\$113,148.85	\$4,335.53	\$54.19
Fire Prevention Officer Level 1 (1st yr)	100.00%	\$109,853.25	\$4,209.25	\$52.61
Entry Level below 100% to be determined based upon qualifications and experience, but no lower than 75%				
84 Hours Bi-weekly				
Communications Lieutenant	112.00%	\$123,035.64	\$4,714.12	\$56.12
Emergency Dispatcher – Qualified for Officer	105.00%	\$115,345.91	\$4,419.71	\$52.61
Emergency Dispatcher (Level 4)	98.00%	\$107,656.19	\$4,124.41	\$49.10
Emergency Dispatcher (Level 3)	91.00%	\$99,966.46	\$3,830.00	\$45.60
Emergency Dispatcher (Level 2)	83.00%	\$91,178.20	\$3,493.28	\$41.59
Emergency Dispatcher (Probationary)	78.00%	\$85,685.54	\$3,282.60	\$39.08
80 Hours Bi-Weekly				
Emergency Apparatus Tech (Lead Hand)	100.00%	\$109,853.25	\$4,208.93	\$52.61
Emergency Apparatus Technician	95.00%	\$104,360.58	\$3,998.48	\$49.98

## APPENDIX II

### PLATOON ROTATION

The following schedule provides the normal rotation of platoons.

		PLATOONS						
Week	Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Day Night	A D	A D	B A	B A	C B	C B	D C
2	Day Night	D C	A D	A D	B A	B A	C B	C B
3	Day Night	D C	D C	A D	A D	B A	B A	C B
4	Day Night	C B	D C	D C	A D	A D	B A	B A
5	Day Night	C B	C B	D C	D C	A D	A D	B A
6	Day Night	B A	C B	C B	D C	D C	A D	A D
7	Day Night	B A	B A	C B	C B	D C	D C	A D
8	Day Night	A D	B A	B A	C B	C B	D C	D C

## **APPENDIX III**

### **RECLASSIFICATION AND PROMOTION POLICY**

#### **1. PURPOSE OF THE POLICY**

- 1.01. The purpose of the Reclassification and Promotion Policy is to provide all members a fair opportunity for reclassification and promotion in the service in the interests of efficiency, public protection, and service.

#### **2. DEFINITIONS**

- 2.01. The "Board" or the "Examination Board" shall mean the Board established in accordance with Section 5 of this policy.
- 2.02. "Reclassification" shall mean the progression through Firefighter, Inspector/Investigator or Emergency Dispatcher classifications subject to the terms of this policy.
- 2.03. "Promotion" shall mean the advancement of a member to an officer rank bearing higher wages than the level from which they came.
- 2.04. "Performance assessments" and "promotional assessments" shall mean assessments completed in accordance with the procedures set out in this policy. "Annual appraisal" shall mean any additional appraisal which may be performed at the discretion of the City.

#### **3. RECLASSIFICATION**

- 3.01. Subject to successful completion of the probationary period, a member's reclassification progression is subject to four conditions:
- (a) meeting the time requirements for experience at each level. This time requirement shall be one (1) year at each level except in circumstances where this period is extended in accordance with the terms of this Policy.
  - (b) a satisfactory performance assessment.
  - (c) a passing grade in the applicable examination.
  - (d) successful completion of prerequisite courses, if applicable.
- 3.02. Reclassification in the Fire Operations Branch

A member shall progress through the classifications until the level of First Class Firefighter is attained.

3.03. Reclassification in the Fire Prevention Bureau

A member shall progress through the classifications until the position of Fire Safety Codes Officer Level 1 (3<sup>rd</sup> year) is attained.

3.04. Reclassification in the Fire Training Branch

A member shall progress through the classifications until the position of Fire Training Officer – Level 3 is attained.

3.05. Reclassification in the 911 Emergency Communications Branch

A member shall progress through the classifications until the position of Emergency Dispatcher (Level 4) is attained.

3.06. Performance Assessments

(a) Performance assessments for reclassification shall be conducted in the following manner:

- (i.) In the Fire Operations Branch the performance assessment will be made by two (2) officers who have supervised the member for the greatest portion of the past year.
- (ii.) In the Fire Prevention Bureau, the performance assessment will be made by the Fire Marshal and Assistant Fire Marshal
- (iii.) In the Fire Training Branch, the assessment will be made by the Chief Training Officer and when applicable, along with the most senior eligible Fire Training Officer.
- (iv.) In the 9-1-1 Emergency Communications Branch, the performance assessment will be made by the Emergency Dispatcher – Qualified Communications Officer and Communications Lieutenant who have supervised the member for the greatest portion of the past year.

The Chief of Emergency Services or their designate must approve all completed performance assessments.

(b) Performance assessments shall be completed on members prior to reclassification. Members shall be rated either “satisfactory” or “unsatisfactory” in categories specific to their branch or area of service delivery and shall reflect objectivity on the part of the grader. All assessments except promotional assessments as referred to in Section 4: Promotions of this Appendix shall relate to the requirements of the level currently held.

If a member receives an “unsatisfactory” grading in any category, that grading will be accompanied by a written report documenting specifically the reasons for the grading. The member may appeal the unsatisfactory grading to the

Examination Board and may produce witnesses and evidence on their own behalf to support their appeal.

3.07. Reclassification Examinations

(a) Reclassification examinations shall consist of:

- (i.) Written Examination – weighted 50 out of 100 in determining an overall total percentage
- (ii.) Oral and/or practical examination – weighted 50 out of 100 in determining an overall total percentage.

A minimum mark of seventy (70) per cent in (i) and in each scenario in (ii) will be required as a pass mark.

- (b) Examinations to assess the candidate shall include questions specific to their branch/bureau, area of service delivery, and administration applied to the level to which they are to be reclassified. Examinations shall be based upon the outline for each level and this outline shall be distributed to each member proceeding through reclassification. The material related to this outline shall be available at each station.
- (c) Reclassification examinations shall be conducted in accordance with Section 5 and 6 of this policy.

3.08 Prerequisite Courses

The City agrees to provide members with the opportunity to take the prerequisite courses as needed for reclassification, and to pay for the associated costs. The following standards will apply for re-classifications in the respective branches:

(a) Fire Operations Branch

NFPA 1001 (Firefighter Professional Qualifications):

A Firefighter would complete the Firefighter Recruit Training Program through RDES Training Branch to the 1001 Level 1. A Firefighter would achieve 1001 Level 2 by the time they reach First Class.

NFPA 1002 (Firefighter Vehicle Driver/Operator Professional Qualifications):

The following courses will be made available to the Firefighter prior to the first class exam:

PDIC Driving Course  
Basic Pump Course  
Advanced Pump Course  
Aerial Apparatus Course

- (i.) Fire Fighters hired prior to January 1, 2003, will be expected to complete the required courses, as they are made available. Such member shall not be held back from application for officer candidacy if they fail one or more of the courses.
- (ii.) A Fire Fighter hired subsequent to January 1, 2003, may be held back from a reclassification to 1<sup>st</sup> Class Fire Fighter as a result of not successfully completing 1001 or 1002 courses. Each situation will be determined by the Chief of Emergency Services after consultation with the President of Local 1190.
- (iii.) A Fire Fighter will not be held back from reclassification to 1<sup>st</sup> Class as a result of not successfully completing Pump B (FFTS 2-PU).
- (iv.) The Chief of Emergency Services, or their designate, may permit a member who has not achieved 1<sup>st</sup> Class status to apply for officer candidacy based on their assessment of each situation after consultation with the President of Local 1190.

(b) Prevention Branch – Course Requirements for Fire Safety Codes Officer Career Progression

1	Safety Codes Council	Group A	FSCO Level 1 (1 <sup>st</sup> yr)
2	Safety Codes Council	Group B Inspector Level 1	FSCO Level 1 (2 <sup>nd</sup> yr)
3	Safety Codes Council	Group C Investigator Level 1	FSCO Level 1 (3 <sup>rd</sup> yr)
4	Safety Codes Council	Group B Inspector Level 2	FSCO Level 2
5	Safety Codes Council	Group C Investigator Level 2	FSCO Level 3
6	Safety Codes Council	Group E	FSCO Level 4

(c) Fire Training Branch – Course Requirements for Training Officer Career Progression

- Fire Training Officer – Level 1
  - NFPA 1041 Level 1
  - NFPA 1001 Level 2
  - NFPA 1002
- Fire Training Officer – Level 2
  - Minimum 1 year as a Fire Training Officer –Level 1
  - NFPA 1041 - Level 2
  - NFPA 1021 – Level 1



- NFPA 472 - Hazardous Materials Technician
- NFPA 1006 – Started
- Fire Training Officer – Level 3
  - Minimum 1 year as a Fire Training Officer – Level 2
  - NFPA 1403 – Live Fire Instructor
  - NFPA 1006 - Technician Level (Trench, Rope, and Confined Space)
  - NFPA 1521 - Incident Safety Officer

(d) 9-1-1 Emergency Communications Branch

Minimum Qualifications for Emergency Dispatchers:

Emergency Dispatcher (Probationary)	Most suitable applicant
Emergency Dispatcher (Level 2)	Reclassification Process
Emergency Dispatcher (Level 3)	Reclassification Process
Emergency Dispatcher (Level 4)	Reclassification Process

Emergency Dispatchers will meet and maintain the academic requirements and certification associated with their position.

- (e) A member who successfully completes a course that was a requirement of the standard, will not have to repeat that course for re-classification purposes should the course be changed at a later date.

Any additional courses required for re-classification shall be mutually agreed upon by the Chief of Emergency Services and the Association.

- (f)
- (i.) Successful completion of the courses will be based upon the acceptable level established by the certifying agency.
  - (ii.) If a member is unsuccessful in completing a prerequisite course, and is eligible for a rewrite, then the member will follow the conditions of 6.04.
- (g) Members shall receive a minimum of 60 days' notice prior to taking these courses. If less than 60 days' notice is given, a member may decline to take the course and shall still be reclassified should the member satisfy the other requirements of 3.01.
- (h) If, because of extenuating circumstances and/or an approved absence as in 6.02, a member is unable to take a prerequisite course, or examination, or supplemental exam, then the Chief of Emergency Services may agree to reclassify the member.

- (i) If a member is reclassified without having successfully completed the prerequisite courses as in 3.07 (c and d), then the member must complete the requirements of the previous reclassification level and the current level before reclassifying again.
- (j) If a member is unable to take a prerequisite course because of the City's inability to provide the course, then the member shall be entitled to reclassify according to 3.01 (a, b, and c) and will not be subject to 3.07 (e).
- (k) Where a member is not successful in completing a course initially, the member, the Union and the Department will work together to provide reasonable assistance and resources to complete it successfully.
- (l) Courses may be amended as course requirements and courses change.

#### **4. PROMOTIONS**

- 4.01. Promotions shall be made on the basis of promoting the most senior eligible member from the branch/bureau specific eligibility list of the members who have qualified for that position.
- 4.01. Promotions shall be made on the basis of promoting the most senior eligible member position. A member who is unsatisfactory in their new position or through their own request, may be placed in their former position at any time during their trial period and other member(s) shall revert to their previous positions should this be necessary.
- 4.03. An eligibility list, as described in Section 7, shall be maintained showing who has qualified for each Officer rank.
- 4.04. Members may apply to be shown on the list as qualified for the rank next senior to theirs and subject to a satisfactory promotional assessment shall be shown as eligible on that list subject to the following conditions:

For the rank of Qualified for Officer:

- Passing the Examination

For the rank of Lieutenant:

- Having attained qualified for officer status

For the rank of Captain:

- No additional requirements

For the rank of Assistant Platoon Chief:

- Passing the examination

For the rank of Platoon Chief:

- No additional requirements

For the rank of Chief Training Officer:

- Passing the examination and achieving the prerequisite courses

For the rank of Assistant Fire Marshal/Fire Marshal:

- Passing the examinations and achieving the prerequisite courses

For the rank of Emergency Dispatcher – Qualified Communications Officer:

- Passing the examinations

For the rank of Communications Lieutenant:

- Having attained Emergency Dispatcher – Qualified Communications Officer status

#### 4.05. Promotional Assessment

Promotional assessments, as part of establishing eligibility for promotion, shall be performed in the following manner:

- (a) Except as specified below, the promotional assessment will be made by at least two (2) and whenever possible four (4) Officers from senior rank(s) who have most recently supervised the member for at least three (3) calendar months within the past year. The Chief of Emergency Services must approve all completed promotional assessments.
- (b) In the Fire Prevention Bureau, the promotional assessment will be made by the Fire Marshal and Deputy Chief responsible for Fire Prevention Bureau or their-designate. The Chief of Emergency Services must approve all completed promotional assessments.
- (c) In the Training Branch, the promotional assessment will be made by the Chief Training Officer and Deputy Chief responsible for Training Branch or their designate. The Chief of Emergency Services must approve all completed promotional assessments.
- (d) Promotional assessments shall be completed on members prior to their promotion. Members shall be rated either “satisfactory” or “unsatisfactory” in categories specific to their branch or area of service delivery and shall reflect objectivity on the part of the grader. The promotional assessment shall be a review of performance in both the current capacity and any acting capacity as

it relates to the abilities required for the rank to which eligibility for promotion is sought.

- (e) If a member received an “unsatisfactory” grading in any category that grading will be accompanied by a written report documenting specifically the reasons for the grading. The member may appeal the unsatisfactory grading to the Examination Board and may produce witnesses and evidence on their own behalf to support their appeal.

## **5. THE EXAMINATION BOARD**

- 5.01. The Chief of Emergency Services or their delegate shall prepare a bank of examination questions based on materials supplied for each level. The questions thus prepared shall be reviewed by the Examination Board. Each examination shall be prepared by the Examination Board from the appropriate question bank. The Chief of Emergency Services shall establish Examination Boards to review the performance and promotional assessments and to administer the examinations for all levels and ranks.
- 5.02. Each Examination Board shall consist of:
  - (a) Two Chief Officers
  - (b) Two members of the Association as appointed by IAFF Local 1190 Executive
  - (c) The Board may alter its composition by mutual agreement.
- 5.03. The members appointed to an Examination Board shall all be senior in rank to the examinees.
- 5.04. In the event the Board cannot resolve any member's appeal regarding their examination marks, the parties may proceed to resolve the dispute by a grievance in accordance with the grievance procedure.
- 5.05. In the event of an appeal or grievance arising from the performance assessment, promotional assessment or examination results of any member, the Chief of Emergency Services will provide the candidate with a copy of the original documents relevant to the competition.
- 5.06. Board members shall be allowed necessary time from regular duties to carry out their Board responsibilities without loss of pay. Off-duty Association members, when required to attend Board meetings, shall be reimbursed in accordance with the provisions of the Agreement.

## **6. CONDUCT OF EXAMINATIONS**

- 6.01. No member will be eligible to write any examination unless he has obtained a satisfactory performance assessment for reclassification or satisfactory promotional

assessment for promotion. Members not receiving a satisfactory assessment shall be reassessed at six (6) month intervals from the first assessment. Upon achieving a satisfactory assessment, the member becomes eligible to write their next appropriate exam. The member shall have their eligibility established at the bottom of their hiring group. If two or more members within a hiring group receive unsatisfactory performance assessments, they will have their eligibility established at the bottom of their hiring group, with their respective eligibility determined by their examination results. A member shall be entitled to have their assessment completed in sufficient time to allow them to write any examination for which they are eligible.

When a member receives a satisfactory performance assessment after six (6) months and successfully passes the examination, their reclassification and the appropriate pay level shall be retroactive to the date the member met the time requirements for experience at that level. When the member does not receive a satisfactory assessment after six (6) months, any retroactive reclassification and pay level adjustment would be based on their eligibility date the following year.

- 6.02. No member shall refuse to compete in a reclassification examination unless their absence has been approved. Approved absence shall include those granted by the departmental regulations, provisions of the Collective Agreement, or by authority of the Chief of Emergency Services.
- 6.03. Reclassification examinations will be held in the spring and fall or at mutually agreed dates, and the member shall challenge the examination on whichever date is closest to the date following the member's anniversary date. The date of the examination and the names of those required to sit the examination will be posted at least forty (40) days in advance of the date of examination, and the materials referred to in paragraph 3.06. will be made available at that time.

In the Fire Prevention Bureau, the member will write on whichever date follows the anniversary date of the member's entry into the Fire Prevention Bureau.

- 6.04. A member who fails the oral and/or written reclassification examination, and/or fails a prerequisite course examination shall be entitled to take a supplemental within sixty (60) days, if eligible. A member's mark on their first attempt at an examination will be the mark that counts towards their eligibility determination. However, if the necessary standing is not obtained on the supplemental, the member forfeits their position within their hiring group and is not eligible for further examinations until their next regularly scheduled annual examination.

A member may request an opportunity to re-write the examination based on extraordinary personal circumstances. If the Examination Board deems the request valid, then the member may re-write the examination and have that mark count towards their eligibility determination.

Failure to qualify for reclassification for two (2) successive years (including supplemental privileges) may be considered grounds for termination.

- Once a member passes their reclassification examination their reclassification, and the appropriate pay level, shall be retroactive to the date the member met the time requirements for experience at that level except in cases where the member does not qualify within the sixty (60) day period for a supplemental. In this case, any retroactive reclassification and pay level adjustment would be based on their eligibility date in the following year.
- 6.05. Examinations to qualify members as eligible for promotion shall be held as required and will be during the month of March whenever possible. The Chief of Emergency Services shall post the date of the examination at least eighty (80) days before the date of the examination. Applications, in writing, will be accepted up to sixty (60) days prior to the date of the examination, and the materials referred to in paragraph 4.06. shall be made available at that time.
  - 6.06. If a member fails the written or oral and/or practical promotion examination or both, he shall be eligible for a supplemental examination within sixty (60) days without foregoing any promotions he is eligible for in the interim. During this interim period, any vacant position may be filled on an acting basis by other qualified members.
  - 6.07. All candidates sitting an examination will be given a number and this will be the only identification on the paper. The completed exam shall be placed in an unmarked envelope and sealed by the candidate. The Board members marking the papers will not have this number until such time as all the papers are marked.
  - 6.08. The Board shall review and approve the marks for all reclassification and promotional examinations. Upon request, a Board member(s) will review the examination with the candidate within thirty (30) days of the examination date, subject to the availability of the candidate and the Board member(s).
  - 6.09. The Chief of Emergency Services will retain a copy of each written examination in its blank form.
  - 6.10. The Chief of Emergency Services shall place all original copies of the candidate's written examination and other documents on the individual's personal file in Administration. Appeals must be launched within thirty (30) days of the date the member received written notification of the member's exam results from the Examination Board. Written notification of the member's examination results will be determined by the date documented when the candidate signs for receipt of exam results.
  - 6.11. Once assessments are reviewed and examination results known, a member of the Examination Board will notify the candidates in writing of their results. The Association will also be notified in writing of the names of all candidates who qualify for reclassification or entry on the eligible for promotion list. The Chief of Emergency Services will post a revised eligibility list.
  - 6.12. A member who applies for entry on the eligible for promotion list but who does not qualify shall be eligible for reconsideration one (1) year from the date candidates

receive advice as set out in clause 6.11. If the member fails to qualify on this second attempt, they shall not be eligible for further consideration until such time as they may apply when additions to the eligibility list are made in accordance with this Policy.

- 6.13. Any member who has applied to write a promotional examination and has received a satisfactory promotional assessment, but who is unable due to unavoidable approved absence, to take the scheduled examination(s), shall be entitled to take the examination(s) upon their return to work. In the event a position becomes vacant to which the absent member would be entitled had they passed the required examination(s), then the next senior qualified member who applied will act in the senior capacity until the absent member returns and successfully writes their examination. If the absent member is unable to return for a period of one (1) year, or fails the examination(s), the acting member shall be appointed to the position.

## **7. ELIGIBILITY LISTS AND SENIORITY**

- 7.01. Seniority shall be based on date of hire to a full-time position within the Bargaining Unit. However, recruits who, as a result of the same employment competition, commence service within a thirty (30) day period of a written notification of hire shall be placed within a hiring group for the purpose of equal seniority. Should seniority in a hiring group need to be determined prior to the final reclassification step, then the average of their annual examination marks to date shall be used.

- 7.02. Upon attaining the First Class Firefighter rank, members within a hiring group who qualify shall be placed on the promotion eligibility list in order of the average of their annual examination marks, from highest to lowest. In case of a tie, the mark on the First Class Examination shall determine their position on the eligibility list.

- 7.03. In the Communications or Inspections Branch the examination marks from the first three year's annual exams will be used, and in the case of a tie, the third year's annual examination mark will be used.

### **7.04. Transfers Within the Emergency Services Department**

When a vacancy occurs within a Branch or Bureau and is required to be filled, members in other Branches or Bureaus are eligible to apply subject to the provisions of this policy.

It is recognized that members who desire to transfer from other Branches or Bureaus must become reacquainted with the requirements of the Branch or Bureau, to effectively function operationally and safely, while recognizing the value of the experience in another Branch or Bureau.

Given the commitment that Members and Management make when a transfer occurs, Members transferring between Branches or Bureaus are preferred to remain in the new Branch or Bureau for a minimum of two (2) years to allow adequate time for training,

development in the position and familiarization with all aspects of the Branch or Bureau.

A member transferring from another branch to the Fire Prevention Branch will not receive less than their current hourly rate to a maximum of 105%. The member will not be eligible for any increase until the member has satisfied the conditions of Section 3 Reclassification of the Reclassification and Promotion Policy.

Members of the Emergency Services Department meeting the entry level requirements will be given preference over civilians when filling vacancies covered by this agreement. When two or more suitably qualified members apply for a vacancy, seniority shall govern. Members transferring into the Fire Operations Branch must have previously passed the fitness and fireground evolution components of the hiring qualifications.

Eligibility in one branch of the Red Deer Emergency Services will not apply as eligibility in another branch.

Qualifying examinations in the original Branch or Bureau may be written if eligible.

#### 7.05. Transfers Back Within One (1) Year

For the purpose of Section 7.05 a tour applies to Members working in Fire Operations Branch or 911 Emergency Communications Branch, and a week applies to Fire Prevention Bureau, and the Training and Mechanical Branches.

If a Member wishes to transfer back to their original Branch or Bureau, prior to one (1) year, they will put a request in writing to the Chief of Emergency Services or designate, and their request will be honoured as vacancies permit. Emergency Services Management may also direct a Member to return prior to one (1) year at their discretion.

Promotions made in the original branch or bureau during this one (1) year period shall be foregone unless the affected qualified member accepts the promotion and transfers back to their former Branch or Bureau.

Members transferring to other Branches or Bureaus will retain their original rank and earned eligibility position in the former branch for a period of one (1) year.

#### Transfers Back for Periods of Time Greater Than One Year and Up to Three Years Less a Day

If a Member wishes to transfer back to their respective Branch or Bureau after one (1) year and up to three (3) years less a day, they will apply in writing to the Chief of Emergency Services or designate; such applications will be honoured as vacancies permit. Such members will assume their former rank/classification to a maximum of the following:

- Qualified for Officer in Fire Operations Branch



- Qualified Communications Officer in 911 Emergency Communications Branch
- Fire Safety Codes Officer Level 1 (3<sup>rd</sup> Year) for Fire Prevention Bureau
- Emergency Apparatus Technician in the Mechanical Branch
- Fire Training Officer – Level 1 in the Training Branch

### **Re-Entry Training**

As the interest is having Members return and function safely, they will be subject to re-entry training which is comprised of but not limited to:

- Confirmation of Branch/Bureau specific rank/classification basic competencies (i.e., Mask fit testing, SCBA, fireground communications protocol, etc.) and then
- Demonstration of competency for a minimum of one (1) tour/week (Ride/Sit Alongs)

A member's eligibility will be re-established effective the date of their transfer to their former Branch or Bureau.

### **Eligibility To Act**

- Following successful completion of re-entry training a member will be eligible to act.

### **Eligibility for Promotion**

- A member will not be eligible for promotion for a period of one (1) year from the date their eligibility is re-established.

### **Transfers Back After Three Years**

If a Member wishes to transfer back to their respective Branch or Bureau, after three (3) years they will apply in writing to the Chief of Emergency Services or designate. Requests shall be subject to:

- Members meeting the Re-Entry Training requirements
- Conditions deemed necessary by the Chief
- Approval by the Chief

The Member's eligibility is re-established effective the date of their transfer to their former Branch or Bureau at their former rank/classification to a maximum of the ranks below:

- Firefighter Inspector in Fire Operations Branch
- Emergency Dispatcher Level 4 in 911 Emergency Communications Branch
- Fire Safety Codes Officer Level 1 (3<sup>rd</sup> Year) for Fire Prevention Bureau
- Emergency Apparatus Technician in the Mechanical Branch
- Fire Training Officer – Level 1 in the Training Branch

**Eligibility for Promotion**

A member will not be eligible for promotion for a period of one (1) year from the date their eligibility is re-established.

- 7.06. Should a senior member eligible for a promotion refuse that promotion, they shall retain their position on the eligibility list respecting any future promotions which may arise within the rank for which they are currently eligible for promotion. They shall, however, be deemed junior to any members who are promoted as result of their refusal and who in turn establish eligibility for a position of higher rank in advance of the member who refused the promotion.
- 7.07. The Chief of Emergency Services, at the time of the member's annual appraisal may, where there is reasonable cause to do so, require a member shown as eligible for promotion to requalify for that promotion, in accordance with Section 4.04., by having a new satisfactory promotional assessment, or new examination(s), or both. The reasons for requiring any reappraisal shall be specified in writing to the member.
- 7.08. A member's position on the eligibility list may be lost, or a member placed in a lower position on the eligibility list:
- (a) As a result of a failure to re-qualify for promotion.
  - (b) As a result of a transfer or refusal to accept a requested transfer.
  - (c) As a result of disciplinary action taken for cause.

## APPENDIX IV

### **TERMS AND CONDITIONS APPLICABLE TO TEMPORARY PART-TIME EMERGENCY DISPATCHERS**

- (a) A general schedule of work for the part-time Emergency Dispatchers shall be established by administration in order to assure the operational needs of the department are met. A minimum of six (6) hours per shift and twelve (12) hours per week will be guaranteed. Subject to change due to operational needs as determined by the Chief of Emergency Services, or their designate, the following shall apply:
- i. Part-time Emergency Dispatchers will be assigned to a platoon
  - ii. Part-time Emergency Dispatchers will have regular hours of work
  - iii. Hours of work will be increased according to work available and operational needs
  - iv. The City will attempt to provide as much notice as possible of changes in scheduling
- (b) Overtime for Part-time Emergency Dispatchers
- i. Overtime rates will be two times the normal hourly rate of pay when time worked exceeds 84 hours in a given pay period.
  - ii. In case of an emergency call in (not a shift or partial shift replacement), a Part-time Emergency Dispatcher shall be compensated a minimum of two (2) hours at over time rates. Additional time worked on that call in shall be at their regular rate of pay unless the hours worked in the pay period have exceeded eighty-four (84).
  - iii. Call in for a shift, or partial shift replacement, shall be paid at regular rate of pay.
- (c) Benefits for Part-time Emergency Dispatchers
- i. Part-time Emergency Dispatchers shall be eligible for the following benefits, which will be pro-rated based on their hours worked in the previous eight-week period. After having accumulated:
    - 2,192 hours of employment:
      - 50% of the cost of their Alberta Health Care premium
      - Group Life Insurance (2 times annual salary). The City will cover the premium costs for up to \$25,000 of coverage.
  - ii. To be eligible for Group Life Insurance benefits, a Part-time Emergency Dispatcher must be actively employed and work a minimum of seventeen (17) hours per week for eight (8) weeks prior to requesting benefit coverage.
  - iii. Employees who work less than seventeen (17) hours per week for four (4) consecutive weeks (excepting approved leave with pay) shall lose their Group Life benefit eligibility until such time as they re-qualify for benefits under ii.
  - iv. A Part-time Emergency Dispatcher who resigns shall lose their accumulated hours for all purposes.

(d) Statutory Holidays

For part-time employees, the statutory pay for holidays will be calculated on the basis of their normal evaluated rate times the number of hours worked over the previous two (2) pay periods divided by fourteen (14), not to exceed 12 hours total.

(e) Annual Vacations

Part-time Emergency Dispatchers shall accrue the pro-rated hourly equivalent of two weeks' vacation during the first 2,192 hours of employment. After 2,192 hours of employment vacation hour accrual will increase to the pro-rated equivalent of three weeks. Upon attaining permanent status, accrued hours of work shall be credited for the purpose of vacation entitlement.

(f) Sick Leave

After 2,192 hours of employment, Part-time Emergency Dispatchers shall accumulate short-term sick leave at the rate of 4.15 hours per pay period pro-rated based on their actual hours worked. Part-time Emergency Dispatchers are not eligible for the long-term Sick Income Continuance Plan.

(g) Part-time Emergency Dispatchers shall be issued clothing to the following schedule:

Upon initial hiring:	4 uniform shirts	Yearly basis:	2 shirts
	2 uniform pants		1 pair pants
	1 uniform belt		
	1 pair of shoes		

(h) Seniority

Seniority shall not commence to accrue until a member becomes permanent. The Part-time Emergency Dispatcher with the highest number of accumulated hours will fill a temporary vacancy of a permanent Alarm Operator.

(i) Selection from Part-time Emergency Dispatcher to Permanent Full-time Alarm Room Operator shall be based on selection of the most suitable applicant in regard to educational qualifications, skills, ability, personal suitability and accrued hours of experience.

## **APPENDIX V**

### **ROVERS**

There will be a total of four (4) Rover, positions to be filled with newly hired members. Regardless of the amount of newly hired members, the four (4) most junior positions will be Rover positions. The Rover position will have the following conditions:

- (a) They will be placed on a fixed (home) platoon
- (b) They will be given forty-eight (48) hours' notice of schedule change
- (c) They will be able to partake in holiday picks as per regular member process
- (d) They will be able to utilize the shift trades as per regular member privilege

Members hired into the Rover position will remain in this position for a maximum of 2 years. At the completion of 2 years as a Rover the member will be assigned to a platoon and no longer be considered as a Rover. Additional shifts worked for other platoons will result in an equal amount of shifts being reduced from the Rover's home platoon schedule. Once a Rover has completed their assigned shift(s) on another platoon, they will immediately return to their home platoon.

Seniority between the Rovers will be determined by section 7.01 (Eligibility Lists and Seniority). Should seniority need to be determined prior to any reclassification examinations being conducted for reasons including the determination of who should be placed in Rover positions (should a group of new hires be larger than 4), a lower score on the mechanical aptitude entrance test will determine the lower seniority member.

## LETTERS OF UNDERSTANDING

### LETTER OF UNDERSTANDING #1

between

The City of Red Deer

and

IAFF Local 1190

regarding

#### **FIREFIGHTER/INSPECTOR**

The City will maintain at least 16 Firefighter/Inspector positions to be offered to members below the rank of Qualified For Officer. Members accepting the offer shall complete at least six (6) assigned pre-plans per year or the equivalent prorated amount based on service.

  
\_\_\_\_\_  
For The City of Red Deer  
\_\_\_\_\_  
For IAFF Local 1190

### LETTER OF UNDERSTANDING #2

between

The City of Red Deer

and

IAFF Local 1190

regarding

#### **TRAINING – OFFICER RANKS**

The parties agree to the concept of Fire Officers attaining NFPA 1021 Officer Level Training. During the term of this agreement, the progress of the department in providing this certification and of members in obtaining this certification will be monitored. If appropriate, recommendations will then be made to incorporate NFPA 1021 into the Fire Officer qualifications.

  
\_\_\_\_\_  
For The City of Red Deer  
\_\_\_\_\_  
For IAFF Local 1190

**LETTER OF UNDERSTANDING #3**

between

The City of Red Deer

and

IAFF Local 1190

regarding

**EMERGENCY APPARATUS TECHNICIAN**

If wages associated with the Emergency Apparatus Technician increase substantially compared to similar jobs performed within the City of Red Deer or exceed those wages by a gap not substantiated by the difference in duties and responsibilities, such wages will be reviewed by both parties. Conversely, if similar positions in other parts of the organization experience accelerated increases, the wages of Emergency Apparatus Technicians will be reviewed.

The Emergency Apparatus Technician will meet the academic requirements associated with this title in a reasonable time frame and accept skills upgrading as determined by the Chief of Emergency Services in consultation with the President of Local 1190.

Where a member is not successful in completing a course, the Member, the Union and the Department will work together to provide reasonable assistance and resources to complete it successfully.

  
\_\_\_\_\_  
For The City of Red Deer

  
\_\_\_\_\_  
For IAFF Local 1190

**LETTER OF UNDERSTANDING #4**

between

The City of Red Deer

and

IAFF Local 1190

regarding

**1041 LEVEL II CERTIFICATION ONE-TIME BONUS**

A one-time bonus of \$250.00 will be paid to qualified members who complete the 1041 Level II certification. The Chief of Emergency Services will determine those eligible to obtain the certification and the bonus based on operational needs.

  
\_\_\_\_\_  
For The City of Red Deer

  
\_\_\_\_\_  
For IAFF Local 1190

## **LETTER OF UNDERSTANDING #5**

between

The City of Red Deer

and

IAFF Local 1190

Regarding

### **LIEUTENANTS**

To address the issues raised concerning Lieutenants and specialty apparatus, both the IAFF Local 1190 and The City agree:

1. The City will not reduce the number of Lieutenants, currently three per platoon.
2. At least one Lieutenant will start the shift at each hall occupied by high frequency response equipment.
3. An officer of at least the rank of Lieutenant will be in charge of each specialty apparatus when it is being used at an emergency scene for its primary purpose or function. Non-officers may be in charge of and operate specialty equipment when being used for a secondary purpose – for example when the Decon Trailer may be used as a rehab shelter at a fire scene, or an engine is used as a people shuttle. This provides language that covers off the various situations that currently may occur, such as:
  - Captains in charge of specialty apparatus (when responding out of Station One with or without a Lieutenant in the vehicle)
  - Captains working shift trades or called in to work as a Lieutenant
  - Vehicle being driven around for practice, servicing, Public Relations (flooding rinks, parades)
  - Captains operating and in charge of specialty equipment because of their expertise and the requirements of the apparatus. (e.g. Jet boat)
4. The decision to add lieutenants in the future will be made by The City in consultation with the Association. The decision made by The City will be based on operational concerns, such as the need to provide adequate coverage for officer's leave and to deploy an officer with the high frequency use specialty apparatus like the Bronto or the aerial or the rescue truck, for example. (This differentiates between low-frequency use apparatus like the boats, the tanker, etc. that may not have to have a lieutenant in charge, from higher frequency use apparatus.
5. The City will ensure a reasonable number of Lieutenants are available by appropriately managing the approved leave of officers.

  
\_\_\_\_\_  
For The City of Red Deer

  
\_\_\_\_\_  
For IAFF Local 1190



**LETTER OF UNDERSTANDING #6**

**between**

**The City of Red Deer**

**and**

**IAFF Local 1190**

**Regarding**

**PERMANENT PART-TIME POSITION – 911 EMERGENCY COMMUNICATIONS  
BRANCH**

The parties agree to the creation of a permanent part-time status specifically in the 911 Emergency Communications Branch. The parties agree to the following terms and conditions for permanent part-time positions in the 911 Emergency Communications Branch:

1. A permanent part-time position in the 911 Emergency Communications Branch is a position requiring an employee to work less than the regular hours of a full-time employee.
2. Benefit premiums associated with permanent part-time positions shall be prorated based on their part-time status.
3. Employee benefit premiums shall be prorated based on the minimum hour guarantee.
4. Overtime hours as per Article 5 will be paid after 84 hours of regular worked time in any given pay period.
5. All permanent part-time employees shall be enrolled in the Local Authorities Pension Plan, and contributions to the plan shall be based on pensionable earnings.
6. In the event an employee moves from a temporary position to a permanent part-time position there shall be no retroactive calculations for the purposes of seniority other for Vacation purposes as per Appendix IV(e) as it applies to Article 6.02.
7. All other applicable terms and conditions as set out in the Collective Agreement or any other applicable documents shall also be prorated based on the minimum hour guarantee and as determined and administered by The City of Red Deer.

The parties further agree and recognize that the use of temporary part-time employees is integral to The City of Red Deer 911 Emergency Communications Branch, and that such positions will be hired and scheduled as operationally required for substituting while employees are away from the workplace, peak work periods or to temporarily relieve an overload situation. Temporary positions will have a defined end date. The remaining terms and conditions for such employees are as per Appendix IV.

  
\_\_\_\_\_  
For The City of Red Deer

  
\_\_\_\_\_  
For IAFF Local 1190

**LETTER OF UNDERSTANDING #7**

between

The City of Red Deer

and

IAFF Local 1190

regarding

**AHS CONTRACT REQUIREMENTS**

The parties recognize that changes to the Collective Agreement may become necessary to retain the AHS Contract (e.g. peak ambulance).

Should this occur the parties agree to discuss the implementation and to enter into a Letter of Understanding regarding any special terms and conditions that will be applicable to any changes related to retaining the AHS Contract.

  
\_\_\_\_\_  
For The City of Red Deer

  
\_\_\_\_\_  
For IAFF Local 1190