

COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON

- and -

EDMONTON FIRE FIGHTERS' UNION

Duration: May 18, 2014 to December 24, 2016

[March 23, 2015 version](#)



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### NOTES

- <sup>1</sup> An asterisk (\*) designates a clause that existed in the previous Agreement which has been reworded and/or renumbered.
- <sup>2</sup> A double asterisk (\*\*) designates a new clause

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## COLLECTIVE AGREEMENT

between

THE CITY OF EDMONTON  
A Municipal Corporation  
(hereinafter called the "City")

of the First Part

- and -

EDMONTON FIRE FIGHTERS' UNION  
(hereinafter called the "Union")

of the Second Part

## PART I

### 1 Amendment and Duration

- 1.01 This Agreement shall become effective upon the date that the said Agreement is duly executed by the proper officials of the City and Union, and shall continue in force and effect beyond the expiration date from year to year thereafter, unless either party at any time in the last four (4) months of the term of the Agreement requires by notice in writing the other party to meet and bargain collectively.

If amendment is desired, the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force until the process of collective bargaining has been completed, in accordance with the *Alberta Labour Relations Code*. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by authorized representatives of the parties to the Agreement.

- \* 1.02 The duration of this Agreement shall be from the first day of the pay period immediately following ratification of the Memorandum of Agreement to December 24, 2016. All provisions of this Agreement shall come into force and effect on the above specified commencement date unless otherwise specified in this Agreement or its Appendices.

## 2 Scope

- 2.01 This Agreement shall apply to all employees who occupy positions within those ranks listed in Appendix I or created in accordance with the terms of Part I Article 15.
- 2.02.01 Every member covered by this Agreement shall be subject to the terms and conditions of the Benefit Plans defined in Part I Article 3.03.
- 2.02.02 It is agreed that the City, in co-operation with the Union, is responsible for benefit plan administration in accordance with the terms and conditions of the plan contracts.

### 3 Definitions

#### 3.01 Administrator

The term "Administrator" when used in this Agreement shall mean "The City of Edmonton".

#### 3.02 Average Daily Hours of Work

"Average daily hours of work" when used in this Agreement shall be applicable to those members who do not work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week and shall mean the average scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The average scheduled hours of work shall be determined by dividing the total hours worked by the employee in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

#### 3.03 Benefit Plans

The word "plan" when used in Part II of the Collective Agreement shall refer to any of the following plans: Short Term Disability Plan (formerly "Income Protection Plan"), Long Term Disability Plan, Income Replacement Plan Payout, Group Life Insurance Plan, Alberta Health Care Plan, Supplementary Health Care Plan, and Dental Plan.

#### 3.04 Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive calendar months commencing January 1 and ending December 31.

#### 3.05 Call-Out

The words "call-out" shall mean the summoning of a member to their place of work during their off-duty hours for the purpose of carrying out the duties of the City.

#### 3.06 City

The term "City" when used in this Agreement shall mean "The City of Edmonton".

#### 3.07 Continuous Employment

The words "continuous employment" when used in Parts I and II of the Collective Agreement shall mean continuous permanent or probationary employment with the City.

#### 3.08 Employee

The word "employee" when used in Parts I and II of the Collective Agreement shall mean a person assigned to a position coming within the scope of this Agreement.

#### 3.09 Equivalent

The term "equivalent" when used in this Agreement shall mean the Superior Officer or Manager in Emergency Response Communication Centre, Fire Apparatus Maintenance Services, and Facilities, Equipment, and Supply Services or designate(s).

#### 3.10 Interpretations

In Parts I and II of this Agreement, unless the contrary intention appears, words in the singular shall include the plural and words in the plural shall include the singular; words of masculine gender shall include the feminine.

### 3.11 Lateral Transfer

The term "lateral transfer" when used in this Agreement shall mean filling of a vacancy in a different seniority grouping by movement of a member to a different position of the same or lower approximate annual wage, as outlined in Appendix I, as the position from which the member came.

### \* 3.12 Life Event

The words "Life Event" when used in this Agreement shall mean:

- a) Marriage or cohabitation with a common-law spouse for a continuous one-year period,
- b) Birth, adoption or change in custody of a dependent child,
- c) Divorce,
- d) Legal separation or the ending of a common-law relationship,
- e) Death of a spouse or dependent child,
- f) Loss of a spouse's or dependent child's coverage under the spouse's employer's plan, or
- g) Dependent no longer qualifies as a dependent under the plan.
- h) Spouse becomes eligible for benefits that are at least equivalent to the coverage provided under the City's plans.

### 3.13 Member

The word "member" when used in Parts I and II of this Agreement, in reference to a specific Plan contained herein, shall mean an individual, within the bargaining unit, who, through the individual's employment with the City, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

### 3.14 Monthly Salary

The words "monthly salary" when used in Part II of this Agreement shall mean:

Bi-weekly pay at regular rate of pay  $\times \frac{26.1}{12}$  = monthly salary.

### 3.15 Officer Rank

The term "Officer Ranks" as used in Part I Article 11, promotions will mean, Lieutenants, Captains, Station Captains, District Chiefs and Platoon Chiefs.

### 3.16 Permanent Member

The words "permanent member" when used in Parts I and II of this Agreement shall mean any member who has successfully completed the required probationary period of a permanent position in their initial employment within the scope of this Union and has continued in the employ of the City.

### 3.17 Permanent Position

The words "permanent position" when used in Parts I and II of this Agreement shall mean a position designated by the City as permanent for the purpose of this Agreement.

### 3.18 Position

The word "position" when used in Parts I and II of this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

### 3.19 Probation

The word "probation" when used in this Agreement shall mean the initial assessment period of employment.

### 3.20 Probationary Member

The words "probationary member" when used in Parts I and II of this Agreement shall mean any member who is filling a permanent position and is serving a required probationary period.

### 3.21 Promotion

The word "promotion" when used in Parts I and II of this Agreement shall mean the advancement of a member to a position paying higher wages than the position from which they came.

### 3.22 Promotional Seniority

\* Promotional seniority shall be based on the member's length of service in the groupings in which the member is employed on a permanent basis. The seniority groupings shall be as follows:

PROMOTIONAL SENIORITY		
1	Fire Operations	<ul style="list-style-type: none"> <li>♦ Platoon Chief / Special Operations Chief</li> <li>♦ District Chief</li> <li>♦ Station Captain Qualified</li> <li>♦ Station Captain</li> <li>♦ Fire Captain</li> <li>♦ Senior Firefighter Qualified</li> <li>♦ Firefighter Qualified</li> <li>♦ Senior Firefighter</li> <li>♦ Firefighter</li> </ul>
2	Fire Prevention	<ul style="list-style-type: none"> <li>♦ Fire Marshal</li> <li>♦ Assistant Fire Marshal</li> <li>♦ Senior Captain Prevention Qualified</li> <li>♦ Captain Prevention</li> <li>♦ Senior Fire Prevention Officer Qualified</li> <li>♦ Fire Prevention Officers</li> </ul>
3	Fire Investigations	<ul style="list-style-type: none"> <li>♦ Chief of Investigations</li> <li>♦ Shift Captain Investigator</li> <li>♦ Captain Investigator</li> <li>♦ Investigator</li> </ul>
4	Emergency Response Communications Centre	<ul style="list-style-type: none"> <li>♦ Chief of Emergency Communications</li> <li>♦ Senior Emergency Communications Specialist Captain</li> <li>♦ Captain Emergency Communications Specialist</li> <li>♦ Senior Emergency Communications Specialist Qualified</li> <li>♦ Dispatch Training Captain</li> <li>♦ Technical Support Captain</li> <li>♦ Emergency Communications Specialist</li> </ul>

PROMOTIONAL SENIORITY		
*	5	Fire Training
		<ul style="list-style-type: none"> <li>♦ Chief Training Officer</li> <li>♦ Lead Training Officer</li> <li>♦ Training Officer</li> </ul>
	6	Fleet Services
*		<ul style="list-style-type: none"> <li>♦ Captain / Shop Foreman</li> <li>♦ Fire Apparatus Technician</li> <li>♦ Automotive Servicemen</li> <li>♦ Welder</li> </ul>
	7	Logistics
		<ul style="list-style-type: none"> <li>♦ Logistics Officer</li> <li>♦ Fire Apparatus Technician</li> </ul>

### 3.23 Qualified

The word qualified shall mean a member who has successfully completed the qualification process within the member's seniority grouping.

### 3.24 Rank

The word "rank" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

### 3.25 Regular Rate of Pay

The words "regular rate of pay" when used in Parts I and II of this Agreement shall mean the rate of pay assigned to a member, within the pay range specified for the rank of their position in Appendix I of this Agreement.

### 3.26 Seniority

Seniority for a permanent member shall commence from the date on which the member entered the employment within the scope of this Agreement and remained continuously as a permanent member, in accordance with the provisions of Part I Article 10 of this Agreement.

### 3.27 Secondment

The word "secondment" when used in Parts I and II of this Agreement shall mean the detachment of a member from their regular duties to an assignment outside the scope of this agreement for a predetermined length of time, as agreed upon by the Union and Management.

### 3.28 Shall

The word "shall" when used in Parts I and II of this Agreement, will have the same legal meaning and effect as the word "will".

### 3.29 Shift

The word "shift" when used in this Agreement shall mean the daily hours of work assigned to a position as set out in this Agreement.

### 3.30 Shift Schedule

The words "shift schedule" when used in this Agreement shall mean a timetable of the shifts assigned to a position, which includes one complete rotation of such shifts.

**3.31 Station Captain**

Each station shall have a Station Captain on each platoon assigned by seniority.

**3.32 Temporary Member**

The words "temporary member" when used in Parts I and II of this Agreement shall mean a member as defined in Part I of this Agreement hired for an ascertainable period of time on the understanding that their employment will not be permanent.

**3.33 Trial**

The word "trial" when used in this Agreement shall mean an initial assessment period of employment in a position.

## 4 Managerial Responsibilities

### 4.01 Managerial Rights

The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

### 4.02 No Strike - No Lockout

The Union, its agents and members coming within the scope of this Agreement shall not promote or participate in any form of strike or slowdown of work. The City agrees that there shall be no lockout of members.

### \* 4.03 Discipline

4.03.01 The City has the right to discipline or dismiss members for proper cause. Copies of all disciplinary reports shall be provided to the Union, indicating clearly the exact nature of same. Should the Union or the member be of the opinion that any discipline is improper, then that disciplinary action may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

4.03.02 Where a member is required to meet with representatives of the City for the purpose of conducting an investigation which could result in disciplinary action against that member or for application of discipline to the member, they may have Union representation during such meetings and shall be so advised by the City.

The right to Union representation does not mean that Union representatives can interfere in or obstruct an investigation or procedure.

In the event the City wishes to proceed with such an investigation or disciplinary action during the member's shift during which the incident arose, they shall be given four (4) hours to obtain a Union representative(s) should they so desire.

In the event the member is required to meet with the City at other times for the purpose of conducting such an investigation or for the City to apply discipline, the City shall provide them with at least twenty-four (24) hours notice of such meeting.

Should a Union representative(s) not be available to attend, the City shall not be prevented from proceeding with such meeting.

4.03.03 Notwithstanding the provisions of 4.03.02. the City, if it has substantive reason to believe there exists imminent danger to the public, other City employees or City property or, where the presence of a member(s) may impede an investigation, shall be permitted to temporarily suspend or transfer that member(s) to another work site until such investigation is completed. The Union shall be notified expeditiously of the situation and circumstances which resulted in utilization of this clause. The City shall complete such investigations expeditiously. The utilization of this clause does not affect the City's right to discipline or dismiss members for proper cause.

4.03.04 Past disciplinary documents shall be deemed void after a member has maintained a clear record with no infraction for a period of thirty (30) months.

- 4.03.05 A member shall be entitled to have access to their personnel file in Human Resources at a time agreeable to the member and the City. They may reply in writing to any document contained in these files which reflects upon their work performance with the City and such reply shall become part of their permanent record.

## 5 Union - General

### 5.01 Recognition

The City recognizes the Union as the exclusive bargaining agent of the members covered by this Agreement with respect to rates of pay, hours of work, pensions and other terms and conditions of employment or service.

### 5.02 No Discrimination

There shall be no discrimination or coercion against any member for reason of engaging in activities in support of or as a member of a Union. Nothing in this clause shall detract from the right of the City to suspend, discipline or discharge members for cause.

### 5.03 Check-Off of Union Dues

The City agrees to deduct from the wages of all members covered by this Agreement union dues equal to one point thirty-five per cent (1.35%) of the bi-weekly regular rate of pay of a First Class Fire Fighter. Deductions shall be made from each pay cheque and shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period together with a list of members from whom deductions have been made. Where the Union indicates that an alteration of the dues' structure is required, the Union shall provide written notice to the City of the alterations desired not less than thirty (30) days prior to the desired implementation date.

### \*\* 5.04 Employee Information Reports

The City shall provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction:

- ♦ a list of employee names, payroll numbers, telephone numbers and addresses in June and December each year, with updates as required from the Fire Service; and
- ♦ an annual list of retiring employees and current year retirement dates, with updates as required from the Fire Service.

This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members' employment relationship with the City of Edmonton.

The Union shall take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

## 6 Working Conditions

### 6.01 Hours of Work

- \* The hours of work shall be in accordance with the following and Article 16:
- \* 6.01.01 Members in Fire Operations, Emergency Response Communications Centre and Fire Investigation shall work in accordance with the shift schedule (Appendix III); ten (10) and fourteen (14) hour shifts to average forty-two (42) hours per week.

#### 6.01.02 Fire Training

Members of Fire Training shall work ten (10) consecutive hours between 07:00 and 18:00 (including a lunch break of twenty (20) minutes), four (4) consecutive days each week, Monday through Friday. Notice of not less than four (4) normally scheduled working shifts shall be provided prior to the commencement of the new shift.

##### \* 6.01.02.01 Fire Training – Modified Hours

- a) Training Officers work on a four (4) platoon system consisting of four (4) eleven point zero eight (11.08) hour day shifts, followed by two (2) days off, followed by four (4) eleven point zero eight (11.08) hour day shifts, followed by six (6) days off.
- b) Training Officers may be assigned to a rotating schedule of four (4) days on followed by four (4) days off based on operational requirements averaging 77.5 hours bi-weekly.
- c) To assist in the instruction of courses/programs it may be necessary to add adjunct Training Officers. The adjunct Training Officers may be required to assume the schedules as outlined above. The number of adjunct Training Officers and their shift schedule shall be at the discretion of the City.

##### \*\* 6.01.03 Logistics

Fire Equipment Technician will work an 11.08 hour shift, working a 4 on, 2 off, 4 on and 6 off rotating schedule. The hours of work for such employees shall average 77.5 hours per pay period over the length of a 16 week shift schedule.

The Logistics Officer will work an 8.89 hour shift, exclusive of an unpaid break, 9 days per pay period and totalling 80 hours per pay period.

Members shall receive 7 calendar days notice of a change of shift.

##### \* 6.01.04 Fire Apparatus Maintenance Services

Members of Fire Apparatus Maintenance Services will work hours not to exceed eight (8) consecutive hours daily, exclusive of a lunch break for a total of eighty (80) hours per bi-weekly pay period, Monday through Friday. Off days are to be consecutive wherever practicable. Members shall receive seven (7) calendar days notice of change of shift schedule. If the required notice is not given, the affected members shall receive overtime for the first shift worked on the new schedule.

##### \* 6.01.05 General

##### \*\* 6.01.05.01 Temporary Assignments

When a member is temporarily assigned to a special project or training program of ninety (90) days or less and can be accommodated within a seven (7) day block, Monday through Sunday, they shall assume the days of work and the off days associated with the project or training program. However, the City shall balance the hours of work on a shift for shift basis for the

special project or training program against the member's normal hours of work and any hours in excess which would increase the member's average hours over the cycle of their normal work schedule shall be paid at the applicable overtime rate. During such time as the member is reassigned, they shall receive the bi-weekly salary and benefits as if they had continued in their regular position, unless the assignment is outside of the scope of this Collective Agreement. If the position is posted and filled, the successful applicant shall accept the terms and conditions in the posting. Special projects exceeding ninety (90) days in duration shall be posted in accordance with clause 12.03 of this Agreement.

\* 6.01.05.02 Provisions Covering all Members Working Compressed or Modified Hours of Work

- a) In order to reconcile the additional statutory holiday pay provided to employees as a result of the conversion of the regular hours of work, during the first full pay period of each calendar year, all employees participating in a compressed or modified hours of work program shall work the hours as indicated above, exclusive of unpaid lunch periods, for ten (10) days within the pay period.
- b) Off days resulting from compressed hours of work may not be accumulated except as hereinafter provided.
- c) Employees shall be given forty-eight (48) hours' notice of a change in the off day resulting from compressed hours of work. Where an employee does not receive their off day as scheduled, they shall receive another off day in conjunction with their regular days off or other days, as mutually agreed. Where forty-eight (48) hours' notice is not provided or where it is not possible to reschedule the off day, the employee shall receive two (2) times their regular rate of pay for all hours worked on their day off resulting from the compressed hours of work.
- d) There shall be no acting pay payable due to the adoption of compressed hours of work.
- e) Postings shall contain a statement to denote those positions which are subject to the compressed hours of work program.
- f) Off days resulting from compressed hours of work will be assigned by the City for optimal efficiency. The City may amend the hours of work and/or unpaid lunch breaks of employees participating in the compressed hours of work program, provided that such amendments are made in accordance with terms of this article. Whenever practicable and consistent with operating efficiency, the City will seek prior concurrence of the members affected by such amendments.
- g) An employee participating in a compressed hours of work program may request an amendment to their hours of work and/or unpaid lunch breaks. Such an amendment may be made in accordance with the terms of this article, or may result in the re-establishment of the regular hours of work of the employee, provided that concurrence for such amendment is received by the City.

\* 6.01.05.03 Termination of Compressed or Modified Hours of Work Programs

Either party may terminate compressed or modified hours of work programs by providing a minimum of three months' notice to the other party and the employees participating in the program.

## 6.02 Overtime Work

### 6.02.01 Pay For Shift Extension

Where a member is required to work hours in excess of their shift, they shall be paid at the rate of two (2) times their regular rate of pay for each hour or portion thereof.

#### 6.02.01.01 Pay for Work on an Off Day

A member of Fire Prevention who is required to work on a regular off day shall be paid two (2) times their regular rate of pay for each hour worked.

#### 6.02.01.02 Pay for Attendance in Court

A member who is required to appear in Court during off-duty hours to give evidence pertaining to their duties, shall receive overtime pay for not less than two (2) hours for each such attendance, provided that no member shall be paid for more than one (1) court appearance in the A.M. and one (1) in the P.M. of any one (1) calendar day.

6.02.01.02.01 If any prescribed witness fee is payable for court attendance, the same shall be remitted to the City.

6.02.01.03 Insofar as the efficient operation of the City permits, members of Fire Prevention and Fire Training shall be given the option of taking lieu time off, rather than overtime pay, and approval of such requests shall not be unreasonably denied.

### 6.02.02 Call-Out

All members shall be eligible for call-out. A member called out for work outside their shift, but not immediately preceding it, shall be paid overtime rates for the period called out, with a minimum payment of two (2) hours' pay at two (2) times their regular rate of pay. During call-out, a member shall be required to perform only those duties for which they were called out, including those necessarily incidental and related thereto.

### 6.02.03 Call-In

All members shall be eligible for call-in. Where it is necessary to maintain minimum staffing levels by replacing a member who is away, the member called in shall be paid at the rate of two (2) times their regular rate of pay for the period of the call-in.

## 6.03 Pay for Work on Statutory Holidays

6.03.01 A temporary member or a member who works shifts other than the ten (10) and fourteen (14) hour shifts and who is required to work on a statutory holiday specified in this Agreement for which they are eligible, shall be paid two (2) times their regular rate of pay for each hour worked.

6.03.02 A member who works ten (10) and fourteen (14) hour shifts which average forty-two (42) hours per week and who is required to work on a statutory holiday specified in this Agreement for which they are eligible shall be paid two (2) times their regular rate of pay for each hour worked in addition to the provisions of Part I Article 8.01 of this Agreement.

6.03.03 The premium rates of pay specified in this clause shall apply to the statutory holidays specified in this Agreement and shall be paid only to those members who work on the actual calendar day established as the holiday by legislation.

6.03.04 Statutory holiday pay for Lead Training Officers will be based on eleven point zero eight (11.08) hours per day and paid in accordance with the current

collective agreement.

#### 6.04 Pay for Work on Christmas Eve and New Year's Eve

A member who works the entire interval between 18:00 hours and 24:00 hours on Christmas Eve and/or New Year's Eve shall receive six (6) hours' pay in addition to their regular rate of pay.

#### 6.05 Temporary Change of Duties - Acting Pay

6.05.01 Acting Pay shall be in accordance with the following provisions. It shall be paid and assigned in accordance with Appendix II attached to and forming part of this Agreement.

6.05.02 In Fire Operations, no member may act in any Captain or Chief Officer position unless qualified and eligible by seniority. Subject to Part I 6.05.02.01, only senior Qualified Fire Fighters will act as Captains, and only Captains Qualified will act as District Chiefs.

6.05.02.01 Notwithstanding the provisions of Part I Article 6.05.02, where qualified members are not available on duty, the City shall reserve the right to appoint unqualified members in descending order of promotional seniority and in the order of rank as provided in Part I Article 6.05.02 for acting assignments. However, members that have declined participation in the promotional procedure without written reasons acceptable to the Fire Chief or equivalent shall not be appointed to act under any circumstances.

6.05.03 In the Emergency Response Communications Centre and Fire Investigations, if a member is temporarily absent from duty and it is necessary to replace them during such absence, the senior qualified member on the platoon shall be appointed.

6.05.04 In Fire Prevention, Fire Training, Fire Apparatus Maintenance Services and Logistics, if a member is temporarily absent from duty and it is necessary to replace them during such temporary absence or it is necessary to fill a new position temporarily, the next senior qualified member of the group shall be appointed.

6.05.05 A member who is required to relieve in a higher rank, and who is entitled to receive acting pay in accordance with Appendix II, shall receive the regular rate of pay established in Appendix I for the rank of the position being relieved.

6.05.05.01 However, if the member relieves in a higher rank for the majority of working shifts, or is promoted to that position or a combination of both in a calendar year, the affected member shall receive additional compensation for annual vacation leave, statutory holidays and sick leave benefits based on the regular rate of pay for the rank being relieved. At the end of each calendar year, the amount of extra pay for such benefits shall be calculated and paid to the member. Where additional sick leave benefits are paid at the higher rate, the additional premium owed by the member shall also be calculated for the year and paid into the plan.

\* 6.05.05.02 All periods of Acting pay shall be treated as pensionable earnings. Both the City and the member shall pay additional contributions to the applicable pension plans based on the additional pensionable earnings.

#### 6.05.06 Insignia/Acting

The epaulets of rank will be worn for the position being filled.

#### \* 6.06 Assignment of Personnel

In Fire Operations, upon completion of the shift cycle closest to the end of each calendar year, subject to the operational requirements of the Fire Chief all officers and

Senior Fire Fighter Qualified members shall be able to select their station in order of grouping seniority as per Article 3.22 *Promotional Seniority*. This having regard to the efficient operation of Fire Rescue Services and any other relevant factors, the more senior the member the more frequently they will normally be required to act, provided always that Fire Rescue Services is not required to differentiate where the amount of acting involved is relatively equal.

#### 6.07 Standby Pay

Members of Fire Prevention held on Standby shall be paid for standby service on the following basis:

- 6.07.01 Evening to morning - one hour at the member's regular rate of pay.
- 6.07.02 Off days - two hours at the member's regular rate of pay.
- 6.07.03 Statutory holidays - at the regular rate of pay, at the rate of one (1) hour in every six (6) for those hours held on Standby on that recognized statutory holiday.

#### 6.07.04 Telephone Calls

Authorized employees in Fire Prevention, and Fire Apparatus Maintenance Services who receive authorized work related telephone calls at home outside of normal working hours will be compensated. Compensation will be at the rate of one and one-half times their regular hourly salary or the equivalent time in lieu for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making and receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an employee shall be compensated a minimum of one-half (0.5) hours' pay at straight time rates or the equivalent time in lieu. For compensation purposes, two or more telephone calls received within a thirty (30) minute period will be considered to be a single telephone call.

#### \* 6.08 Medical Examinations and Functional Capacity Evaluations

In circumstances where the City is reasonably concerned about the member's safety or the safety of others in the workplace, the City may require a member to undergo a medical examination and / or a functional capacity evaluation to assess and confirm fitness for work. The Union will be notified of the circumstances requiring the medical examination and / or the functional capacity evaluation and union representation at the meeting to discuss the matter with the employee shall be permitted, where the member desires it.

- 6.08.01 Members shall undergo medical examinations by a physician of their choice as expeditiously as possible. The physician shall not be a relative of the member. Prior to undergoing the medical examination, the member will be provided with a medical evaluation form which shall indicate:
  - the basis for the concern regarding the member's fitness for duty, and
  - the required duties of the member's position.The member's physician shall complete the form by indicating the member's ability or inability to perform such required duties and shall forward the completed form to the City's Disability Management section.
- 6.08.02 Any charges by the physician in respect to this clause will be paid by the City.
- 6.08.03 An independent medical examination and/or a functional capacity evaluation may be deemed necessary where the City can reasonably demonstrate that the member's safety or the safety of others in the workplace continues to be of concern. The costs of an independent medical examination and/or a functional capacity evaluation shall be paid by the City.

\* 6.09 Joint Health and Wellness Program

The City of Edmonton and the Edmonton Fire Fighters' Union have a shared goal in reduced risk through preventative programs, education and emergency preparedness supplemented by the development of a professionally managed and trained workforce that provides a range of valued fire rescue services to the community. As a result, both parties have agreed to the following steps to develop and implement a comprehensive joint health and wellness program.

Participation in the program is voluntary, confidential and non-punitive. Fire Rescue employees shall be able to receive:

- ♦ An annual medical provided by the health and wellness program provider, will include:
  - ♦ physical evaluation,
  - ♦ laboratory tests,
  - ♦ vision tests,
  - ♦ hearing evaluation,
  - ♦ spirometry,
  - ♦ EKG,
  - ♦ cancer screening,
  - ♦ referrals and data collection.
- ♦ Immunization and infectious disease screening, provided by City of Edmonton Employee Health Services.
- ♦ A fitness evaluation and health component which may include but is not limited to a standard fitness assessment that evaluates aerobic capacity, flexibility, muscular strength, muscular endurance and body composition.
- ♦ Movement screens are completed to determine musculoskeletal function. Remedial exercises to improve joint, neurological or muscular function may be made available.
- ♦ Any other programs developed and agreed to by the parties.

Both parties agree to commence work on the development of a behaviour health component in the Joint Health and Wellness Program.

It is understood and agreed that the Program is entirely non-punitive. This program is designed and provided as a tool and benefit for each member. All data will remain completely confidential for the protection of privacy for each individual member. Data related to the ability, performance and medical condition or otherwise specified pertaining to any individual will not be provided to the employer. Population / aggregate data may be compiled and shared with the parties for the purpose of promoting health and wellness in the fire industry. Such data shall in no way be used against any member, or to the detriment of the membership, as a whole. Specific health education will be provided, intended on improving health behaviours. Both the City and the Union agree to actively promote the program.

## 6.10 Officer Assignments on Apparatus

- 6.10.01 There will be a Captain in charge of and part of the crew when the following emergency apparatuses are staffed: pumps, ladders, rescues, hazardous materials unit, aerials, tankers.

On every platoon a Senior Captain will be assigned to a pump in each fire station and will be the Station Captain. The Station Captain will be paid in accordance to Appendix I Schedule of Wages.

### 6.10.01.01 Acting for Captains

All acting pay will be at the Captain rate in accordance with Appendix I - Schedule of Wages.

- 6.10.01.02     The twelve (12) Senior FireFighters Qualified on each platoon shall be assigned to stations in order of promotional seniority and be paid in accordance with Appendix 1 – Schedule of Wages. The Senior FireFighters Qualified on each platoon will be the first to act as Captain in their assigned station. In the event a Senior FireFighter Qualified is not available to act for a vacancy on a Platoon created by the absence of a Captain, a FireFighter Qualified will be assigned by order of seniority to act as Captain on that platoon. In the event that there are no FireFighters Qualified to fill a vacancy a Captain shall be called-in to fill the role.

## 7 Remuneration

### 7.01 Wages

- 7.01.01 The rates of pay established in Appendix I shall apply during the term of this Agreement. Members shall be paid on a bi-weekly basis.
- 7.01.02 The schedule of wages shall be adjusted by applying the negotiated changes to the annual salary of the 5th year firefighter category to the nearest dollar and broken down to the nearest cent on the bi-weekly rate (annual salary divided by 26.1).
- 7.01.03 Should the City issue a member with an incorrect pay cheque, then the City shall make the necessary monetary adjustments and/or take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.

### 7.02 Retroactivity

- 7.02.01 Members in the service as of December 24, 2006 will receive a retroactive payment of the regular rate of pay back to December 24, 2006, based on their employment in a rank or ranks coming within the scope of this Agreement.
- 7.02.02 Past employees, who were in the service between December 24, 2006 and the implementation date of this Agreement will receive a retroactive payment based on their period of employment in a rank or ranks coming within the scope of this Agreement in accordance with the retroactive payment provided in 7.02.01 if they apply for same in writing within sixty (60) days of the effective date of this Agreement.
- 7.02.03 Past employees who retired from the service between December 24, 2006 and the implementation date of this Agreement will receive a retroactive payment based on their period of employment in a rank or ranks coming within the scope of this Agreement in accordance with the retroactive payment provided in 7.02.01.
- 7.02.04 For the purposes of Part I Article 7.02, regular rate of pay will include the member's regular pay, any overtime payments, statutory holiday pay, and acting pay, unless otherwise indicated.

### 7.03 Service Pay

Service pay in the amount of five dollars (\$5.00) per month for each five (5) years of continuous service within the scope of this Agreement shall apply to all ranks. The amount of service shall be calculated annually and will not be paid later than November 30th of each year.

### 7.04 Shift Differential

- 7.04.01 Members who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week and members in Fire Prevention, and Fire Apparatus Maintenance Services, and Facilities, Equipment, and Supply Services shall receive a shift differential for each hour of work performed between 18:00 and 08:00 hours of eighty cents (\$0.80) until December 25, 2005, ninety cents per hour (\$0.90) until June 26, 2006, and one dollar (\$1.00) thereafter. A member shall not be eligible for shift differential for hours worked at premium rates such as overtime hours or hours worked on a statutory holiday.

## 8 Fringe Benefits

### 8.01 Statutory Holidays

- 8.01.01 The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent and probationary members shall be entitled to the holidays specified.
- ♦ New Year's Day,
  - ♦ Family Day,
  - ♦ Good Friday,
  - ♦ Easter Sunday,
  - ♦ Victoria Day,
  - ♦ Canada Day (July 1),
  - ♦ Civic Holiday,
  - ♦ Labour Day,
  - ♦ Thanksgiving Day,
  - ♦ Remembrance Day,
  - ♦ Christmas Day,
  - ♦ Boxing Day (December 26), and
  - ♦ any other holiday which the City allows members as a whole.
- 8.01.02 Temporary members who have completed thirty (30) days' continuous service or who have completed thirty (30) working days with the City in the preceding twelve (12) months shall be entitled to receive pay for a statutory holiday as provided for in the *Employment Standards Code*.
- 8.01.03 All members shall receive the recognized statutory holiday for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident as provided for in 8.04 of Part I of this Agreement. If, during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the member shall receive such day paid as a statutory holiday and the remaining days shall be paid from accumulated sick leave entitlement. Where the City designates a day in lieu of the actual statutory holiday for the majority of its employees, the member may be allowed off on such day. In the event that this is not consistent with the operational requirements of the City, the member may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the member and the City. However, should the member and the City fail to reach mutual agreement on such lieu day, then the member shall be allowed a day off in lieu of the statutory holiday at a time determined by the City. Where such a day is not provided, the member shall receive a day's pay in lieu of the statutory holiday. The application of these provisions shall not be construed as a layoff, a change in a member's shift or a change in their regular hours of work.
- 8.01.04 Members who work ten (10) and fourteen (14) hour shifts to average forty-two (42) hours per week who are scheduled, in accordance with this Collective Agreement, to work during a recognized statutory holiday will be compensated with pay for all hours worked, in accordance with the terms of this Collective Agreement.
- Statutory holiday pay for all Training Officers will be based on eleven point zero eight (11.08) hours per day and paid in accordance with the current collective agreement.
- In addition to the foregoing, twelve (12) hours pay in lieu of a recognized statutory holiday will be paid to all members who work ten (10) and fourteen (14)

hour shifts averaging forty-two (42) hours per week.

- 8.01.05 Pay in lieu of statutory holidays shall be treated as pensionable earnings for those members who work ten (10) and fourteen (14) hour shifts to average forty-two (42) hours per week.

## 8.02 Annual Vacation Leave

### TRAINING ACADEMY RESTRUCTURING

Effective the 19th day of October 2006 the parties agree that vacation scheduling for the Fire Training Academy shall be restructured and the following vacation schedule shall apply.

Calendar Year of Service	Number of Hours of Vacation Entitlement	Number of Shifts of Vacation Entitlement
3 to 8	133.96	12
9 to 17	177.28	16
18 to 23	221.60	20
24 to retirement	265.92	24

The above noted schedule is calculated on the basis of the number of shifts multiplied by eleven point zero eight (11.08) hours per shift in accordance with the Part I Article 6 "Hours of Work".

- 8.02.01 The following provisions for annual vacation shall apply to members who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week.

- 8.02.01.01 All members who remain in the continuous employment of the City shall be entitled to annual vacation leave with pay during the second calendar year of service in accordance with the following schedule, provided that members entering the service after the 15th day of any month will be considered for vacation entitlement purposes to have entered the following month. It is understood that such pay shall be the regular rate of pay established in Appendix I for the rank of the position to which they are confirmed or for which they are serving the required probationary period thereof.

SCHEDULE		
Month Entering the Service	Number of Hours Vacation Entitlement	Number of Shifts Vacation Entitlement
January	144	12
February	132	11
March	120	10
April	108	9
May	96	8
June	84	7
July	72	6
August	60	5
September	48	4
October	36	3
November	24	2
December	12	1

- 8.02.01.02 Provided that during the calendar year a member is eligible for increased entitlement and that member remains in the continuous permanent employment of the City beyond the anniversary date of their entry into a permanent position the vacation entitlement for permanent members shall be increased according to the following schedule. It is understood that the pay for such increased vacation entitlement shall be the member's regular rate of pay established in Appendix I for the rank of the position to which that member is permanently confirmed or is serving a required trial period thereof.

Calendar Year of Service	Number of Hours Vacation Entitlement	Number of Shifts Vacation Entitlement
3 to 8	144	12
9 to 17	192	16
18 to 23	240	20
24 to retirement	288	24

- 8.02.02 The following provisions for annual vacation shall apply to members who do not work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week.

- 8.02.02.01 All permanent members who remain in the continuous employment of the City shall be entitled to annual vacation leave with pay during the second calendar year of service in accordance with the following schedule, provided that members entering the service after the fifteenth (15th) day of any month will be considered for vacation entitlement purposes to have entered the following month. It is understood that such pay shall be the regular rate of pay established in Appendix I for the rank of the position to which they are permanently confirmed or for which they are serving the required probationary period thereof.

SCHEDULE	
Month Entering the Service	Number of Hours Vacation Entitlement
January	15 times the average daily hours of work
February	14 times the average daily hours of work
March	13 times the average daily hours of work
April	11 times the average daily hours of work
May	10 times the average daily hours of work
June	9 times the average daily hours of work
July	8 times the average daily hours of work
August	6 times the average daily hours of work
September	5 times the average daily hours of work
October	4 times the average daily hours of work
November	3 times the average daily hours of work
December	1 times the average daily hours of work

- 8.02.02.02 Provided that during the calendar year a member is eligible for increased entitlement and that member remains in the continuous permanent employment of the City beyond the anniversary date of their entry into a permanent position the vacation entitlement for permanent members shall be increased according to the following schedule. It is understood that the pay for such increased vacation entitlement shall be the member's regular rate of pay

established in Appendix I for the rank of the position to which that member is permanently confirmed or is serving a required trial period thereof.

Calendar Year of Service	Number of Hours Vacation Entitlement
3 to 8	15 times the average daily hours of work
9 to 17	20 times the average daily hours of work
18 to 23	25 times the average daily hours of work
24 to retirement	30 times the average daily hours of work

- 8.02.03 Temporary members who remain in the continuous employment of the City shall be entitled to annual vacation leave with pay during the second calendar year of service in accordance with the following schedule provided that members entering the service after the fifteenth (15th) day of any month will be considered for vacation entitlement purposes to have entered the following month. It is understood that such pay shall be the regular rate of pay established in Appendix I.

SCHEDULE	
Month Entering the Service	Number of Hours Vacation Entitlement
January	10 times the average daily hours of work
February	09 times the average daily hours of work
March	08 times the average daily hours of work
April	08 times the average daily hours of work
May	07 times the average daily hours of work
June	06 times the average daily hours of work
July	05 times the average daily hours of work
August	04 times the average daily hours of work
September	03 times the average daily hours of work
October	03 times the average daily hours of work
November	02 times the average daily hours of work
December	01 times the average daily hours of work

Vacation entitlement in succeeding calendar years of service shall be equal to ten (10) times the average daily hours of work.

- 8.02.04 A member who leaves the service before having completed one full year of service shall be entitled to vacation pay in accordance with the Employment Standards Code and the regulations thereunder.
- 8.02.05 A member shall be entitled to receive the annual vacation leave to which they are entitled in an unbroken period unless otherwise mutually agreed upon by the member concerned and the City.
- 8.02.06 Annual vacations shall commence on the first day when a member would have reported back to work following completion of a regular shift except as mutually agreed by the Fire Chief or equivalent and the member concerned.
- 8.02.07 If a statutory holiday occurs during a period of annual vacation of those members who do not work an average of forty-two (42) hours per week, such members shall receive equal time off, as and when conditions of the service permit. All other members shall receive pay in lieu thereof in accordance with the provisions of this Agreement.

- 8.02.08 Subject to City regulations, a member may be permitted to carry over vacation to the next year.
- 8.02.09 A member who has been on leave of absence without pay for thirty (30) or more consecutive calendar days shall, for the year in which the absence occurs, earn annual vacation with pay proportionate to the number of months that member worked with pay in the service of the City.
- 8.02.10 A member absent because of non-occupational disability shall earn vacation entitlement in accordance with the following:
- 8.02.10.01 A member who is in receipt of Short Term Disability benefits shall continue to earn vacation entitlements.
- 8.02.10.02 A member who is in receipt of Long Term Disability benefits shall cease to earn vacation entitlement until the member returns to work for the City in any form of remunerated employment.
- 8.02.11 If a permanent member is absent because of sickness and/or accident which occurred as a result of their employment and is recognized as compensable by the Workers' Compensation Board, they shall earn vacation entitlement during the first twelve (12) months of such disability only.
- 8.02.12 If a permanent member is unable to take the vacation to which they are entitled in any calendar year because of illness or accident, they shall carry over their entitlement to the following year or succeeding years.
- 8.02.13 Vacation leave for members shall be allocated on a rotating basis in groups by platoon. These groups shall be drawn in accordance with seniority and the method of rotation is to be arranged between the Union and the Fire Chief or equivalent.
- 8.02.14 Insofar as the efficient operation of the City permits, members within the same entitlement group may be allowed to trade vacation periods in any one year. Requests for such trades shall be made in writing to the Fire Chief or equivalent. For the purposes of the vacation schedule, however, every member will be deemed to be on vacation at their allotted time.
- 8.02.15 Vacation leave shall be converted to Short Term Disability under the following conditions. The Employee shall:
- 8.02.15.01 report the disability to the City during the period of confinement,
- 8.02.15.02 produce evidence within twenty-four (24) hours of their return to work,
- 8.02.15.03 such evidence, satisfactory to the City, shall prove that they were incapacitated,
- 8.02.15.04 such evidence must have been obtained during the period of disability and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement,
- 8.02.15.05 incapacitated shall mean the employee was required to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period longer than three (3) normally scheduled working shifts,
- 8.02.15.06 then, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of the City.
- 8.02.15.07 Decisions on an employee request to convert vacation to Short Term Disability shall be copied to the Union.
- 8.02.16 The vacation period of all members shall commence on the ninth (9th) calendar week of the calendar year and shall extend for a period of forty-five (45) weeks.
- 8.02.17 A list showing allotment of annual vacation periods to members shall be completed and posted in each station and/or location.

- 8.02.18 Insofar as the efficient operation of the City will permit, members shall have the right to choose the period of vacation according to seniority standing. If, in the opinion of the Fire Chief or equivalent, the period of vacation leave chosen by a member conflicts or interferes with the efficient operation of the City, the Fire Chief or equivalent will allot the period of leave and give each member at least one month's notice thereof, where practicable.
- 8.02.19 A permanent or probationary member on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions contained in this Agreement.
- 8.02.20 A member may be allowed to use earned vacation credits for the next vacation period during the calendar year in which they retire, upon approval by the City. Earned vacation credits shall be vacation earned in previous years which have not been taken and the pro-rata amount earned in the current year, as determined by the City.

### 8.03 Leave of Absence

- 8.03.01 The City may grant leave of absence without pay and without loss of seniority to any member requesting such leave for good and sufficient cause, such request to be in writing and approved by the City. The portion of any leave without pay that is in excess of twelve (12) months shall not be recognized for the purposes of seniority accrual.
- 8.03.02 A member engaged in other employment for gain without the express written consent of the Fire Chief or equivalent while on leave of absence shall be deemed to have automatically terminated their service with the City.

#### 8.03.03 Leave Without Pay

- 8.03.03.01 Upon approval of the City and insofar as the operational requirements permit, a member elected as a delegate to Union conventions, seminars or training sessions may be granted leave of absence without pay, such approval not to be unreasonably withheld.
- 8.03.03.02 Leave of absence without pay for full-time Union employment shall be granted under the following conditions:
- 8.03.03.02.01 In the event that a member becomes a full-time official of the Union, they shall be granted leave of absence for the purposes of carrying out the duties of their office and shall retain their seniority as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving one (1) month's notice, to return to their previous position, a position in the same rank or to such other position to which they may be promoted in accordance with the promotions provisions of the Collective Agreement.
- 8.03.03.02.02 Such a member shall make regular contributions to the Charitable Assistance Fund, Pension Fund and all employee benefits, participating in same as would a permanent member of the City. Their contributions to these benefits shall be based on their earnings during his full-time employment with the Union, which shall pay the City's portion, making due allowance for changes in their marital status and number of dependents.
- 8.03.03.03 Other leaves of absence without pay may be granted, upon approval by the City, such approval not to be unreasonably withheld. Members granted leave of absence without pay in excess of ten (10) consecutive working days shall make arrangements with Payroll to pay both the City and member portions of applicable employee benefits before their leave of absence commences.

## 8.04 Supplementation of Compensation Award

- \* If a permanent or probationary member, but not a temporary member, is killed or disabled on account of a compensable accident or illness which occurs as a result of their employment with the City and which is recognized by the Board and the Board awards a disability benefit to the member or, if applicable, to the spouse or dependent children of the member, this plan shall provide supplementary payment to the member, their widowed spouse and/or children as the case may be, the payment hereunder to be supplementary to the Board's disability benefit and other pensions, payments, or benefits not personally contracted for by the member, their widowed spouse or children as the case may be, in accordance with the following conditions:

- \* 8.04.01 If a member is killed or disabled on account of an accident or illness that occurs in the course of their work for the City, and the accident or illness is recognized as being compensable by the Board through payment of a disability benefit to the member or their widowed spouse, the City shall make a supplementary payment so that the combined payment to the member or their widowed spouse from the Board's disability benefit, other pensions not personally contracted for by the member or their widowed spouse, the supplementary payment hereunder and earnings arising from rehabilitative employment equal one hundred percent (100%) of the member's net pay.

It is understood that payments such as annuities or awards payable to the member or their widowed spouse as a result of a Criminal Injuries Compensation Award, or a civil suit against any third party, arising out of the accident or illness giving rise to this supplementary benefit, or other lump sum payments as defined in Part I Article 8.04.05, shall be calculated in the monies received by the member, widowed spouse or dependent, as if it were a pension not personally contracted for by the member or widowed spouse and shall offset any supplementary payment due under this clause. Lump sum payments shall be dealt with in accordance with Part I Article 8.04.05 hereof.

- 8.04.02 When a member is killed, the City supplementation payment described in Part I Article 8.04.01 shall continue until the date that one (1) of the following occurs:

- 8.04.02.01 The widowed spouse remarries.
- 8.04.02.02 The widowed spouse has lived with another person as husband and wife for a period of two (2) years;
- 8.04.02.03 The deceased would have reached the age of sixty (60) years had they not been killed;
- 8.04.02.04 The widowed spouse commences a reducing five (5) year term pension as provided under the terms of the Workers' Compensation Act 1981. Upon commencement of a five (5) year term pension from the Board, the supplementary payment to the widowed spouse shall continue for the duration of the five (5) year period in accordance with the following:
  - a) For the first 12-month period, in an amount such that the combined payment from the Board, other pensions not personally contracted for by the member or their widowed spouse and the supplementary payment hereunder equal one hundred percent (100%) of the member's net pay.
  - b) For the second 12-month period, in an amount such that the combined payment from the Board, other pensions not personally contracted for by the member or their widowed spouse and the supplementary payment hereunder equal eighty percent (80%) of the member's net pay.
  - c) For the third 12-month period, in an amount such that the combined payment from the Board, other pensions not personally contracted for by the member or their widowed spouse and the supplementary payment hereunder equal sixty percent (60%) of the member's net pay.

- d) For the fourth 12-month period, in an amount such that the combined payment from the Board, other pensions not personally contracted for by the member or their widowed spouse and the supplementary payment hereunder equal forty percent (40%) of the member's net pay.
- e) For the fifth 12-month period, in an amount such that the combined payment from the Board, other pensions not personally contracted for by the member or their widowed spouse and the supplementary payment hereunder equal twenty percent (20%) of the member's net pay.

8.04.03 When a member is disabled, the City supplementation payment described in Part I Article 8.04.01 shall continue until such time as:

- ♦ the member returns to work; or
- ♦ the member reaches the age of sixty (60) years; or
- ♦ upon termination of the member's employment; or
- ♦ until such time as earnings from alternate gainful employment together with any pensions, annuities and awards not personally contracted for by the member or their widowed spouse, payable to them, are equal to or greater than the net pay as defined in Part I Article 8.04.09.04,

whichever occurs first. It is understood that, if a member is able to engage in alternate gainful employment, earnings from such employment shall offset the amount of the supplementation payable by the City. If a member is medically able to engage in alternate gainful employment, but refuses to do so, any obligation on the part of the City to make supplementation payments shall cease.

\*\* 8.04.04 Should a question arise as to the member's medical capabilities, including whether or not a member is capable of performing any job, the City shall have the right to consult with the member's physician in order to obtain a report as to the member's medical capability of performing work or a job and/or to refer the member to a physician appointed by but not employed by the City for medical examination in that regard.

In the event that the member refuses to allow consultation, or refuses to take a medical examination as requested by the City, any responsibility of the City, or any rights of the member under the provisions of Part I Article 8.04 shall be suspended for the period that the member refuses or fails to allow the consultation or to take the examination, and the member will have no entitlement to benefits hereunder during the period their rights are suspended.

In the event a dispute arises concerning the member's medical capability to perform work, or any job, the same shall be settled by the Workers' Compensation Board review and appeal processes for workers and employers.

8.04.05 In the event that the member who is killed in circumstances, as contemplated in Article 8.04.01, has dependent children as defined in Article 8.04.09.02 hereof, and the member does not have a spouse, as defined in Article 8.04.09.07, all of Part I of this Agreement, at the date of their death, or if the spouse in receipt of supplementation benefits hereunder subsequently dies, the City shall make a supplementary payment so that the combined payment to the dependent children from the Board's pension, other pensions not personally contracted for by the member, their widowed spouse or their children, and the supplementary payment hereunder, equal twenty percent (20%) of the member's net pay multiplied by the number of dependent children up to a maximum of eighty percent (80%) for four (4) dependent children at any given time.

Supplementation shall continue to be paid in the appropriate manner based upon the number of dependent children of the deceased member. The number of dependent children at any given time shall be determined in accordance with Part I Article 8.04.09.02 hereof. Supplementation shall cease when there are no more dependent children, or at such time as the deceased member would have reached the age of sixty (60), whichever occurs first.

It is understood that payment such as annuities or awards payable to the member's dependents as a result of a Criminal Injuries Compensation Award, or a civil suit against any third party, arising out of the accident or illness giving rise to this supplementary benefit, or other lump sum payments as defined in Part I Article 8.04.06, shall be calculated in the monies received by the member's dependents as if it were a pension not personally contracted for by the member, their widowed spouse or their dependents and shall offset any supplementary payment due under this clause. Lump sum payments shall be dealt with in accordance with Part I Article 8.04.06 hereof.

- 8.04.06 In the event that a member, their widowed spouse or their dependents, are awarded a payment as a result of a Criminal Injuries Compensation Award, a civil suit against any third party arising out of the accident or illness giving rise to the supplementary benefit, or receives refunds from pensions, health and welfare or other similar plans that have not been personally contracted for (which hereafter are referred to as a "lump sum payment"), the member, widow or dependent children shall choose one of the options (a) to (c) enumerated below.

Payments received on account of funeral expenses, life insurance proceeds, refunds from plans and benefits that have been personally contracted for by the member, their widowed spouse or dependent children, shall not be considered as lump sum payments for the purpose of this Agreement and shall not be offset against any supplementation payment by the City. The options are:

- a) The lump sum payment shall be actuarially equated by the City to a monthly value based on pro-rating the payment over the normal remaining service life of the member to age sixty (60) and such monthly value shall be deducted from the amount of the supplementation owed by the City, or
- b) The member, widow or dependents, whichever is applicable, may accept the lump sum payment and, in so doing, shall automatically release the City from any and all obligations for supplementation, or
- c) The member, widowed spouse or dependents, whichever is applicable, may irrevocably assign the lump sum payment to the City, and the City shall then be obligated to continue supplementation of compensation payments to the member in accordance with the provisions of Part I Article 8.04.

It is understood and agreed that if the City brings action against any third party in the name of the member, their estate or their dependents, and a lump sum payment results, the lump sum payment value to be used in the application of this clause is the amount awarded by the Court less the costs incurred by the City, the member, their estate or their dependents, in pursuing the action.

- 8.04.07 Subject to the rights of the Workers' Compensation Board pursuant to the Workers' Compensation Act, if the City makes any payment or assumes any liability therefore under this Plan, it is subrogated to all rights of recovery of the member or their estate (whatever is applicable) and may bring action in the name of the member or their estate to enforce those rights.

- 8.04.08 The City and the recipient of supplementation from the City may at any time agree to a lump sum cash settlement in lieu of supplementation of compensation payments.

#### 8.04.09 Definitions

The following definitions shall apply to all provisions of Part I Article 8.04. Where a conflict exists between any of the definitions contained herein and the definitions in Part I Article 3, "Definitions", the definitions contained herein shall apply.

- 8.04.09.01 "Board" shall mean the Workers' Compensation Board.

- 8.04.09.02 "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:
- 8.04.09.02.01 less than eighteen (18) years of age; or
- 8.04.09.02.02 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
- 8.04.09.02.03 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.
- \*\* 8.04.09.03 "Disability Benefits" shall mean Temporary Total or Partial Disability Benefits as defined in the Regulations to the Workers' Compensation Act.
- 8.04.09.04 "Member" shall mean a Fire Fighter as defined by the *Labour Relations Code*.
- 8.04.09.05 "Net pay" shall mean "net earnings" as defined in the Regulations to the Workers' Compensation Act 1981.
- 8.04.09.056 "Pension" in relation to the Board, shall mean periodic payments or a lump sum payment in lieu of periodic payments by the Board to a member for total or partial disability which is either permanent or temporary in nature and shall also mean periodic payments or a lump sum payment in lieu of periodic payments by the Board to the dependents of the member.
- 8.04.09.07 "Regular rate of pay" shall mean the rate of pay established in Appendix I of this Agreement for the rank or position in which the member was permanently confirmed or serving the required trial period at the time of their death or disability, provided that, if a member holds a rank or position junior to that of a First Class Fire Fighter at the date of death or disability, it will be deemed for the purpose hereof that progression toward attainment of the First Class Fire Fighter rank or position will proceed as provided in the Collective Agreement as if the member was not disabled, or did not die.
- Except in respect to a member who has not attained First Class Fire Fighter rank or position, whose circumstances will be dealt with as provided above, where a pay range exists for any rank, the regular rate of pay shall mean the rate of pay within the pay range that the member was receiving immediately prior to their death or disability.
- The regular rate of pay as herein defined shall be subject to adjustment by the amount of the general increase negotiated in subsequent Collective Agreements for the rank or position as referred to in Appendix I.
- 8.04.09.08 "Spouse" shall mean a member's spouse who qualifies as a dependent under the Workers' Compensation Act.

## 8.05 Clothing

- 8.05.01 Members will be issued with clothing and equipment in accordance with the following provisions:

### 8.05.02 All Groupings

Following entrance into the service, each member coming under the provisions of this Agreement shall be issued with the following clothing, prior to their start in the position.

- ♦ One (1) tunic with one (1) dress shirt and one (1) pair dress pants,
- ♦ one (1) uniform dress jacket,
- ♦ one (1) pair of uniform dress pants,

- ♦ one (1) pair of safety shoes/boots,
- ♦ one (1) pair dress shoes,
- ♦ one (1) all-season jacket,
- ♦ one (1) pair of leather gloves,
- ♦ one (1) belt,
- ♦ six (6) pairs of socks,
- ♦ one (1) Burberry coat,
- ♦ one (1) summer cap,
- ♦ two (2) ties (clip-on),
- ♦ one (1) badge, and
- ♦ one (1) sweater.

8.05.03 In addition to the clothing provided to Members as provided in Part I Article 8.05.02 the following clothing items will also be issued in the initial year as defined in the following groupings:

8.05.03.01 Suppression

- ♦ Two (2) pairs of fire protective pants,
- ♦ four (4) fire protective shirts (long or short sleeve),

8.05.03.02 Fire Apparatus and Maintenance Services

- ♦ Two (2) pairs of fire protective pants,
- ♦ four (4) fire protective shirts (long or short sleeve),

8.05.03.03 Fire Prevention

- ♦ Two (2) pairs of Uniform pants,
- ♦ four (4) uniform shirts

8.05.03.04 ERCC

- ♦ Two (2) pairs of polyester pants,
- ♦ four (4) uniform shirts

8.05.03.05 Members of Fire Training, Fire Prevention, Fire Investigation, Facilities, Equipment, and Supply Services and Fire Apparatus Maintenance Services shall receive coveralls or smocks as required by fair wear and tear to a maximum of three (3) issues in any one (1) calendar year

8.05.04 Following the first clothing issue, additional clothing issues shall be made in accordance with the following provisions:

8.05.04.01 Each member shall be entitled to utilize one hundred (100) points per year towards their clothing entitlement for that year. The value of one point equals seven (\$7.00) dollars.

8.05.04.01.01 Within these one hundred (100) points, there shall be a minimum of fifty (50) points to be allocated from the list of essential clothing items, herein referred to as "Category A".

The Fire Chief or equivalent may inspect the Members existing clothing items that are required as set out in Category A. The member may be required to utilize points towards any of these items that in the view of the Fire Chief or their equivalent are not available or in satisfactory condition.

8.05.04.01.02 The balance of each member's clothing entitlement shall be made from items that are available on a list herein referred to as "Category B". Each member shall be entitled to utilize any available points after the choices made on the category A list.

- 8.05.04.01.03 The details of both the A category list and B category list shall be agreed to by management and union and shall be made available to all members prior to their selection being required..
- 8.05.04.01.04 Limits of items and sizing may be applied to any or all items on both Category A and B lists.
- 8.05.04.02 Uniform points shall not be carried over from one year to another. At the discretion of the Fire Chief , equivalent, or designate, members may borrow from the next years entitlement to meet clothing requirements.
- 8.05.04.03 Members shall receive an annual allowance of one hundred and thirty-five dollars (\$135.00) to cover uniform cleaning expenses. The clothing allowance shall be paid on the second pay date in February. If the member leaves the City employment within the ensuing twelve (12) month period, the City will recover any overpayment on a pro-rata basis.
- 8.05.05 Each member shall be provided with the necessary protective clothing equipment to safely perform the duties of their respective position.
- 8.05.05.01 Each probationary firefighter shall be furnished with new firefighting duty clothing and general firefighting equipment that shall consist of at least the following:
  - 8.05.05.01.01 One (1) pair bunker pants;
  - 8.05.05.01.02 One (1) pair bunker boots;
  - 8.05.05.01.03 One (1) bunker coat;
  - 8.05.05.01.04 One (1) helmet;
  - 8.05.05.01.05 One (1) pair of mitts;
  - 8.05.05.01.06 One (1) pair of firefighting gloves;
  - 8.05.05.01.07 One (1) flash hood.
- 8.05.06 The Fire Chief or their designate shall inspect all duty clothing at least once each year.
- 8.05.07 Any member who, through neglect or negligence, destroys or loses any of the clothing issued him by the City shall pay for the same or replace the same.
- \* 8.05.08 (See Letter of Understanding "Clothing Distribution Process")

A notice of clothing issue shall be conspicuously posted in Stations and locations and a copy of the notice shall be sent to the Union. Such notice shall provide for a time period of not less than six (6) weeks within which eligible members may sign up for the issue and be measured and shall also designate times and places for signing up and measurement. In addition, the notice shall designate which members are eligible and the particular issue for which they are eligible.
- \* 8.05.09 The City shall endeavour to distribute the clothing issue no later than May 31 of the calendar year. Should the City anticipate a delay in the clothing distribution, the City will discuss the matter at a Labour Management Committee meeting by no later than May 1 of that calendar year.

## 8.06 Telephones

Each member shall be required to install and maintain, at their place of abode and in their name, a telephone. The City will pay to all members within the City's extended flat rate calling area an amount equal to fifty percent (50%) of the standard monthly rental rates for a wall-type telephone as established by the telephone company to be paid in a lump sum in the pay period which ends the closest to March 1st of each year. If a member leaves during the year, the City will recover any overpayment on a pro-rata basis or make any payment required on a pro-rata basis.

## 8.07 Refreshments

The City shall make provisions for supplying refreshments to members who have been on duty at fires or incidents for continuous periods of over three (3) hours. The cost of such refreshments shall be limited to ten (\$10.00 ) dollars per person per meal or as otherwise approved by the Fire Chief.

## 8.08 Parking Permits

- 8.08.01 A member who uses their private motor vehicle on a continuing basis in order to perform business for the City of Edmonton shall have access to an identification card for their vehicle, which will allow him to park at designated City meters free of charge, in accordance with the terms of the identification card.

## \* 8.09 Tool Allowance

The City may require Fire Apparatus Technicians, Welder and apprentices to supply a basic tool kit. Where these employees are required to supply tools, the City shall provide an annual tool allowance, paid on the pay day closest to April 30 each year.

When the parties agree to review the value of the basic tool kit, the list of required tools shall be costed and the tool allowance will be a payment of seven and one-half percent (7.5%) of the resulting total cost.

## 9 Employment

- 9.01 No person shall become a permanent member until certified as medically fit by the Medical Officer for the City. The medical examination shall include a chest x-ray.
- \* 9.02 Each member shall be assessed and evaluated over the entire probationary period, the length of which shall be twelve (12) months from the date of entering the service within the scope of this Agreement.
- \* 9.02.01 In Fire Operations, members shall be required to write an examination:
- ♦ at the completion of the formal Recruit Training school program;
  - ♦ in the month they have completed 6 months of probationary service after completion of training school (mid term examination); and
  - ♦ prior to the completion of the 1 year probationary period (final probationary/seniority examination).
- Scores from the mid term and final examinations shall be used to determine the member's permanent seniority order, weighted at 20% for the mid term examination and 80% for the final examination.
- Members shall be required to achieve a pass mark of seventy-five percent (75%) on:
- ♦ the examination which is administered at the completion of the formal Recruit Training school program; and on
  - ♦ the final probationary/seniority examination. Members who fail to achieve the pass mark shall be deemed to have failed their probation and shall be released from employment with the City.
- \* 9.02.02 The probationary member shall have an evaluation completed prior to the end of their probationary period, by the member's Station Captain or equivalent.
- The evaluation shall be fully discussed with the member.
- 9.03 All persons appointed to staff shall, after a period of three (3) months' service, be entitled to the City benefits for which they are eligible for in accordance with Part II of this Agreement.
- 9.04 In the event that the normal probationary period is extended, the member and the Union shall be advised of the City's reasons.
- 9.05 At any time while the member is on probation they may be released, should the Fire Chief or equivalent so determine.

## 10 Seniority

Seniority shall be as defined in Part I Article 3.25. Seniority shall accrue while the member remains continuously employed within the scope of the Agreement. Seniority shall be retained but not accrue in accordance with the provisions of the Agreement.

- 10.01 When two or more members are hired on the same date, promotional seniority shall be determined as follows:
  - 10.01.01 The probationary/seniority examination for groupings 1, 3, and 5 in Part I Article 3.22.
  - 10.01.02 The entrance criteria/examination for groupings 2, 4, and 6 in Part I Article 3.22.
  - 10.02.01 Any lateral transfer from one seniority grouping to another seniority grouping for a period of less than twenty-four (24) months shall not affect the promotional seniority of any member. If such transfer is for longer than twenty-four (24) months the employee, should they return to the original grouping, shall retain the promotional seniority they had prior to the transfer, effectively having their promotional seniority reduced by the length of time they had served outside of the original grouping.
  - 10.02.02 A temporary transfer outside the scope of the Union for a period of less than twelve (12) months shall not affect the normal promotional seniority of any member. If such transfer is for longer than twelve (12) months the employee, should they return, shall retain the promotional seniority they had prior to the transfer, effectively having their promotional seniority reduced by the length of time they had served outside of the scope of the Union.
- 10.03 Temporary members shall not have seniority standing.
- 10.04 Seniority Lists
  - A list showing seniority of members and a list showing promotional seniority of members within the groupings as of March 1st of each year shall be placed in the fire halls. A copy of each shall be provided to the Union by March 31 of that year.
- 10.05 A member who resigns shall lose their seniority.

## \* 11 Promotions

### 11.01 General Provisions

- 11.01.01 The policy hereinafter set out shall govern promotion within the scope of the collective agreement which defines those ranks listed in the Salary Appendix or created pursuant to Part I Article 15. Subject to the terms of this agreement, all vacant positions required to be filled in any groupings as set out in Part I Article 11.03, shall be filled in order of the ranking according to the Promotional Eligibility List in the applicable grouping.
- 11.01.02 Opportunities for qualifying shall be based on seniority and where a member chooses not to participate they shall not act thereafter. When there are sufficient qualified members in a grouping, those qualified members available on shift shall be first to act and first to be promoted based on their promotional eligibility.
- 11.01.03 Promotions will be made as soon as reasonably possible; however, all vacant positions shall be filled within a thirty day period.

### 11.02 Interim Provisions

- 11.02.01 Until such time as a sufficient number of members are qualified in a grouping:
- ♦ Fire Prevention,
  - ♦ Fire Investigation,
  - ♦ ERCC,
  - ♦ Fire Training,
  - ♦ Fleet Services / Fire Service Centre, and
  - ♦ Logistics,
- acting and promotions shall be in accordance with seniority within the respective grouping.
- 11.02.02 Opportunities for qualifying shall be based on seniority and where a member chooses not to participate they shall not act thereafter. When there are qualified members in a grouping, those qualified members available on shift shall be first to act.

### 11.03 Eligibility for Qualifying

- 11.03.01 Members are eligible to qualify for promotion based on their seniority within their specific grouping, subject to the eligibility requirements set out in Part I Article 11.06.

Eligibility For Qualifying	
	Eligible Members
<b>FIRE RESCUE OPERATIONS GROUPING</b>	
Fire Fighter Qualified for Captain and Station Captain	Firefighter <ul style="list-style-type: none"> <li>♦ In Fire Rescue Operations the City shall maintain a qualified pool equivalent up to a 1 to 1 ratio of the total number of employees at the rank of Captain up to the Fire Chief.</li> </ul>
Captain Qualified for In Scope Chief Officer positions	Permanent confirmed Captain in Fire Operations

Eligibility For Qualifying	
	Eligible Members
EMERGENCY RESPONSE COMMUNICATION CENTRE GROUPING	
Dispatcher Qualified for a Lieutenant Dispatcher and a Captain Dispatcher	Senior Dispatcher
Captain Dispatcher Qualified to Act for the Chief of ERCC.	Permanent confirmed Captain Dispatcher
FIRE PREVENTION GROUPING	
Fire Prevention Officer Qualified for Captain Fire Prevention Officer	Senior Fire Prevention Officer
Captain Fire Prevention Qualified for the Assistant Fire Marshal and Fire Marshal.	Permanent confirmed Captain Fire Prevention Officer
FIRE INVESTIGATION GROUPING	
Investigator Qualified for Captain Investigator and Shift Captain Investigator	Investigator
Captain Investigator Qualified for Chief of Investigations	Captain Investigator
TRAINING GROUPING	
Training Officer Qualified for Lead Training Officer	Training Officer
Lead Training Officer Qualified for the Chief of Training	Lead Training Officer
FLEET SERVICES / FIRE SERVICE CENTRE	
* Fire Apparatus Technician Qualified for Captain/Shop Foreman	Fire Apparatus Technicians
LOGISTICS	
* Logistics Officer Qualified for Logistics Officer	Fire Equipment Technician

#### 11.04 Notification

- 11.04.01 Between November 1<sup>st</sup> and November 15<sup>th</sup> of each year the City shall publish and post a list for each grouping with each of the respective qualifying processes within each work location. The list will include the number of eligible members required to complete the enrolment for each qualifying process for the next year.
- 11.04.02 Only those members who fall within the required enrolment number and are given sufficient notice as per Part I Article 11.04.04 for each qualifying process will be subject to the penalties outlined in Part I Article 11.06.13.
- 11.04.03 The City shall further undertake to contact eligible members by telephone, at home or cell, if available, should they not be regularly scheduled for work during the posting period.
- 11.04.04 For the purposes of this Article, members who are requested to participate in a promotional process shall appear on the list in accordance with Part I Article 11.03.01, and shall be provided with a minimum of sixty (60) calendar days notice prior to the commencement of such promotional process.

- 11.04.05 Members who are eligible in accordance with the promotional seniority list within each grouping must notify the Fire Chief or equivalent in writing within forty five (45) days after the list is published of their intent to participate in a qualifying process.
- 11.04.06 Only those members who successfully complete a qualifying process will be added to the promotional eligibility list within their grouping.

#### 11.05 Special Circumstances

If there are extenuating circumstances which may prevent a member from participating in a qualifying process, the member shall submit a written request to the Fire Chief or equivalent explaining the reasons for the member's request to be excused from the qualifying process. (Extenuating circumstances shall be limited to an event that is beyond the control of the individual). If the request is approved the member shall retain the member's relative position on the promotional eligibility list for which they qualified. The Fire Chief or equivalent shall provide a written response to the member's request with reasons. Approval of such a request shall not be unreasonably withheld.

- 11.05.01 If the enrollment in a qualifying process is less than the required number by order of seniority the next senior eligible member shall be notified that the member is to be scheduled for that qualifying process. The member shall advise the Fire Chief in writing as to the member's availability to attend the qualifying process. This procedure will continue until the class is full or until a decision is made to start the class with fewer than the maximum number of participants.

#### 11.06 Qualifying Process

- \* Fire Operations, Fire Prevention, Fire Investigation, ERCC, Fire Training, and Fleet Services
- 11.06.01 There shall be a qualifying process within each grouping as required and the terms and conditions are identified below. Once qualified a member is placed on the promotional eligibility list for the applicable grouping. That member shall be entitled to the acting as provided in Part I Article 6.05.
- 11.06.02 For each qualifying process there shall be a Promotional Eligibility Board (Board) consisting of four (4) persons, comprised of two (2) City representatives appointed by the Fire Chief and two (2) representatives appointed by the Union. All appointed members of the Board shall have a rank equal to or above the promotional eligibility of the grouping under consideration.
- 11.06.03 Insofar as is reasonably possible all Promotional Eligibility Board members shall be selected from within the applicable grouping for the qualifying process. In the event it is necessary to appoint members from outside the grouping the Union and City shall mutually agree on the composition of the Board.
- \* 11.06.04 The Promotional Eligibility Board shall:
- a) mark the examination both written and where required oral,
  - b) evaluate and score the job history,
  - c) evaluate and score the promotional potential,
  - d) compile the results from a), b), and c) for a final mark, and
  - e) forward the results to the Fire Chief or equivalent with a copy to the Union
- 11.06.05 If any candidate who has completed an examination does not meet the requisite pass mark, the Board shall meet forthwith to review the examination before the identity of the candidate is known. If upon consideration the Board determines that an adjustment should be made, the mark shall be adjusted accordingly. Otherwise, the original mark shall stand.

- \* 11.06.06 Each exam shall be marked in a fair and impartial manner. Each candidate shall be informed in writing (by the Deputy Chief or equivalent of the applicable grouping) of the candidate's individual mark within ten (10) calendar days of the examination results being known. Where a member disagrees with the mark and wishes to commence a grievance the time limits in accordance with the grievance procedure shall apply.
- 11.06.07 Qualifying for a promotional eligibility list shall be in accordance with Part I Articles 11.06.08, 11.06.09, 11.06.10, 11.06.11, 11.06.12 and 11.06.13, and is subject to the provisions of Part I Articles 11.01 and 11.02.
- 11.06.08 To have their name placed on the appropriate promotional eligibility list, a member shall participate in the qualifying procedure and must achieve a minimum overall score of sixty-five percent (65%)
- 11.06.09 The overall score shall be weighted based on sixty five (65%) of the written examination mark, fifteen (15%) of job performance and twenty (20%) of the promotional potential assesment, subject to the member passing the written examination with a minimum mark of sixty-five percent (65%).
- 11.06.10 The job performance shall be based on the scores of the member's latest four (4) annual evaluations. In the event there is an insufficient number of evaluations, the Board shall assign a mark for job history. The Promotional Eligibility Board shall meet and discuss the available annual evaluations for the candidate and attempt to agree on a unanimous mark. In the event a unanimous mark can not be agreed the Promotional Eligibility Board shall each submit a recommendation to the Fire Chief who shall make a final decision.
- 11.06.11 The value of the promotional potential credit percentage shall be determined by a personal interview of each candidate conducted by the Board. The interview shall take place following the written exam. The Board may require a demonstration of practical skills. In the process the Board shall consider relevant skills such as supervisory ability, leadership skills, decision making ability, and communication skills.
- 11.06.12 In the event that an examination consists of both written and oral questions, the value of the written portion of the examination shall be sixty-five percent (65%) and the value of the oral portion of the examination shall be thirty-five percent (35%), the combination of both written and oral thereby totaling one hundred percent (100%).
- \* 11.07 Choosing not to Qualify / Voluntary Withdrawal / Failure to Qualify
  - 11.07.01 Each time a Member chooses not to participate (without approval of the Fire Chief or designate), withdraws, or fails during a qualifying process the member will remain at their previous position on the promotional eligibility list for their grouping, and the member will be junior to those that have completed the Qualifying process for the purpose of promotions.
  - 11.07.02 Prior to a member choosing not to participate or withdrawing from a qualifying process, the member shall have the opportunity to meet with the Fire Chief or equivalent and also have the opportunity to meet with the Union.
- \* 11.08 Relinquishing Qualified Status/Rank or Rejecting an Opportunity to Promote
  - 11.08.01 Prior to a member relinquishing their qualified status, rank and/or prior to a member rejecting an opportunity to promote, the member shall have the opportunity to meet with the Fire Chief or equivalent and also have the opportunity to meet with the Union.

- 11.08.02 Members who withdraw after qualifying or at any time prior to receiving the promotion in a grouping and who no longer desires to remain on the Promotional Eligibility List without written reasons acceptable to the Fire Chief or their equivalent shall become junior to the last qualified Member in the Grouping as follows:

QUALIFYING PROCESS	
RESULT	
FIRE OPERATIONS GROUPING	
Platoon Chief	Revert to position deemed through Promotional seniority
District Chief	Revert to position deemed through Promotional seniority
Captain	Revert to Firefighter class as per seniority
ERCC GROUPING	
Chief of ERCC	Revert to position deemed through Promotional seniority
Captain or Lieutenant Dispatcher	Revert to Dispatcher class as per seniority
FIRE PREVENTION GROUPING	
Fire Marshal or Assistant Fire Marshal	Revert to position deemed through Promotional seniority
Captain Fire Prevention Officer	Revert to Prevention Officer Class as per seniority
FIRE INVESTIGATIONS GROUPING	
Chief of Investigations	Revert to Captain Investigator
Shift Captain Investigator and Captain Investigator	Revert to Investigator Class as per seniority
FIRE TRAINING GROUPING	
Chief Training Officer	Revert to lead Training Officer
Lead Training Officer	Revert to Training Officer Class as per seniority

\*

- \*\* 11.08.05 If a District Chief relinquishes their position or if a Captain Qualified refuses the District Chief's position, the member shall be deemed to have relinquished their Qualified status.

## 11.09 Examinations

- 11.09.01 The purposes of all examinations shall be to fairly test the member's knowledge required to perform the job functions and duties of the position. All questions shall pertain to the subject matter that is relevant to the grouping and shall include rules and regulations, procedures, general orders, training manual, study bulletins, publications distributed by the City's Fire Rescue Services, notices issued within two (2) years prior to the date of the notice of

examination, the City's Fire Bylaw and any other related or appropriate material as specified in the notice of examination. The Board is responsible for administering examinations as provided in Part I Article 11.06.04.

- 11.09.02 All written examinations shall be coded and shall not include the name of the member writing the examination and the examination shall be handled, so far as reasonably possible, in such a way as to ensure that the identification of the candidate is not possible.
- 11.09.03 In the event that any question arises as to whether or not any examination for promotional purposes is appropriate to the position or positions for which it is designed or whether or not those involved in the examination procedure have properly carried out their responsibility under this Agreement, such questions shall be arbitrable in accordance with the grievance procedure included in this Agreement.
- 11.09.04 A Board of Arbitration constituted to hear such a grievance shall have the power to declare an examination null and void, to uphold a mark given to a member, to alter any mark given to a member or to allow the member to write a further examination.
- 11.09.05 In the event that the decision of the Board of Arbitration has a bearing on the other members who have completed the same examination, then the Board of Arbitration shall have the authority to make whatever order is just and proper with respect to how the decision of the Board is to be applied to other members who have completed the examination.
- 11.09.06 Any member who has completed an examination may, within ten (10) days of being notified by the City that they were not successful in the examination may request a meeting with the Fire Chief or equivalent or the appointee for the purpose of reviewing the examination and discussing the member's areas of weakness. The meeting shall take place within ten (10) days of the member's request. The member shall have a further five (5) days from the date of this meeting in which to initiate a grievance if they so wish.
- 11.09.07 In the event that a member is absent from an examination in which they were to have participated, due to sickness, compassionate or other reasons acceptable to the Fire Chief or equivalent, they shall be permitted to undertake an examination within thirty (30) days of their return to work.
- 11.09.08 In the event that a member achieves less than sixty-five percent (65%) on the written examination component but otherwise passes the promotional procedure (comprised of examination, assessment of job performance and promotional potential) such member may request in writing to the Fire Chief or equivalent a re-write within 10 days. Within twenty (20) calendar days they shall be permitted to undertake an examination, Should the member again fail to achieve a pass mark of sixty-five percent (65%) on the second written examination, or fail to rewrite the examination the conditions of Part I Article 11.06.13 shall apply.
- 11.09.09 Where an examination is held and an applicant fails to qualify, they shall not be entitled to act.

## 11.10 Promotional Process

- 11.10.01 Members who have successfully completed the qualifying process within their grouping shall be placed on the Promotional Eligibility List for their grouping. They will remain in the order of seniority in which they were listed on their grouping seniority list.
- 11.10.02 Promotions to the Officer's Ranks shall be made in accordance with promotional seniority unless otherwise provided for in this collective agreement.

- \*\* 11.10.03 Members who are off work and in receipt of Long Term Disability or are off on leave shall be ineligible to participate in the promotion process until such time as they are cleared to return to regular unrestricted duties. Members who are ineligible to participate as a result will not suffer a loss in promotional seniority.

### 11.11 Trial Period--Evaluations

- \* 11.11.01 A promoted member shall have a trial period of six (6) months. During their trial period, the member may receive a written evaluation of their progress at the midway point of the trial period and a second written evaluation at the end of the trial period. During the trial period, the member may elect to revert to their former position or may be reverted for just and proper cause by the Fire Chief or their designate.
- 11.11.02 In the event the normal trial period is extended, the member and the Union shall be advised in writing by the Fire Chief of the City's reasons.
- 11.11.03 Members shall be eligible to apply for positions not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, it is expressly declared that nothing in this Agreement shall be deemed to bind the City to appoint a member to a position which does not come under the scope of the Union. A member promoted to an out-of-scope position may elect to revert to their former position or be reverted by the Fire Chief or designate during the period of six (6) months following their promotion.

### 11.12 Annual Evaluations

- 11.12.01 All evaluations shall be fully discussed with the member who may accept the evaluation or appeal the evaluation in the event they consider it unfair. Evaluations shall be completed in accordance with the following Articles.
- 11.12.02 An annual evaluation shall be completed for each permanent member prior to the re-assignment of personnel each year in accordance with Part I Article 6.06.
- 11.12.03 The member shall signify that they have participated in their annual evaluation review by affixing their signature to the said evaluation form.
- 11.12.04 The member who disagrees with their annual evaluation must file an appeal with their superior officer within fifteen (15) days of the evaluation. Normal days off, sick leave or annual vacation time shall not be counted in the aforementioned fifteen (15) day appeal period.
- 11.12.05 Upon receipt of an appeal, the Officer who carried out the evaluation shall, within ten (10) days, give notice of such appeal to their Superior Officer and to the Union. Both sides are to understand that the appeal hearing shall take place and final judgment made within thirty (30) days of the filing of an appeal.
- 11.12.06 The appeal body shall consist of the following persons:
- a) Two (2) members appointed by the Union, and two representatives appointed by the Fire Chief or designate, all of whom hold a rank equal to or above that of the appellant and a fifth person to which the members above agree. In the case where there is no agreement as to the acceptability of the fifth member, the matter shall be referred to the Executive Committee of Council whose appointee shall be neither a member of the City Administration nor the Union and such appointee shall have status without question from any quarter.
- 11.12.07 The ruling of the appeal body shall be determined by a majority vote of members and shall be considered final without further appeal.

- 11.12.08 Performance evaluation forms shall be designed to provide an accurate assessment of a member's performance relative to the member's assigned duties, are meant to be developmental, and are ongoing. Any new performance evaluation forms shall be developed by the City in consultation with the Union. However, should the Union not agree to the forms proposed by the City, the City reserves the right to make the final determination in respect to the performance evaluation forms to be used.
- 11.13 A member, who becomes permanently incapacitated in respect of the position in which they have been confirmed and who has five (5) or more years' service within the scope of the union shall receive preference for any vacancy required to be filled within the bargaining unit, provided that they are able to do the job and are certified medically fit for the job by the City's medical consultants.

## \* 12 Posting and Filling Vacancies

- 12.01 With the exception of positions filled by promotional seniority notices of vacancies required to be filled shall be conspicuously posted for a period of fourteen (14) calendar days on a standard form provided by the City.

Temporary assignments designed to provide developmental opportunities to members in specialized areas (for example, adjunct training instructor opportunities), shall be posted for 14 calendar days on an internal bulletin.

- 12.01.01 The fire class specifications prepared by Human Resources shall be considered to be a current description of job related activities carried out by the members. Proposed changes or amendments in these specifications shall be referred to the Union Management Committee under the terms and conditions specified in Part I Article 19 prior to implementation of any such changes.

- 12.02 Electronic applications are encouraged; however, paper applications will be accepted and shall be addressed to the Human Resources Branch, clearly indicating the appropriate job requisition number and the return address of the applicant. It is the employee's responsibility to submit a completed application.

A copy of all postings shall be sent to the Union.

Human Resources shall notify the Union of the proposed appointee and the names of all members who were unsuccessful applicants, upon the completion of the selection process. Human Resources shall also notify each member who was an unsuccessful applicant of the name of the successful applicant. Such member shall have five (5) working days from the date the Union received notification of the name of the successful applicant on the competition, to initiate a grievance in accordance with the grievance procedure. The City shall appoint the selected applicant, and that appointment shall be final, subject to the satisfactory completion of the required probationary or trial period, and/or the outcome of any grievance properly filed.

NOTE: For the purposes of this article, "working days" shall be consecutive days exclusive of Saturdays, Sundays or holidays recognized by the City.

- 12.03 Any vacancy required to be filled must be posted immediately. However, where the conditions of the service indicate that the position is required to be filled immediately, a temporary appointment up to 90 calendar days may be made. The Union and the City may mutually agree to an extension of the 90 day temporary appointment period.

Where a member creates a vacancy that member shall not be eligible to apply on the vacancy they created.

- 12.04 Appointments may be made by mutual agreement between the Union and the City without posting.

In conjunction with the City of Edmonton's Duty to Accommodate Framework Agreement, should it be determined that a member requires an accommodation, the parties agree that the accommodation may be made without posting.

### 12.05 Lateral Transfers

- 12.05.01 A member who applies for and is successful in a posting for a lateral transfer shall serve a trial period of six months. During the trial period, the member may elect to revert to the former position or may be reverted for just and proper cause by the City. Such move shall be facilitated forthwith.

- 12.05.01.01 A member is only eligible for a lateral transfer into Fire Operations or Fire Investigations if they have previously served time in Fire Operations.

A member from Fire Prevention, Fire Training, Emergency Response Communications Centre or the Equipment Service Centre may become successful as candidate in a new Firefighter recruit class. This shall result in

a new probationary period and all the terms of such being followed. However, if they are unsuccessful in passing their probation, they shall be transferred back to their former position.

- 12.05.01.02 A member who has been working by secondment or temporary assignment will be allowed to apply for a Lateral Transfer or a permanent position without returning to their original grouping and working the equivalent amount of time they were on secondment or in a temporary position. These members would have 24 months from the date of the Lateral Transfer to choose their career path without a loss of seniority in their original grouping.

#### 12.05.01.03 Temporary Assignment

All postings for temporary assignments shall accurately reflect the requirements of the assignment and shall be awarded to the senior member possessing these requirements.

No member may take a temporary assignment, or combination of temporary assignments exceeding two years less a day, and shall be required to return to their regular position for at least six months before being eligible to apply for another temporary assignment.

No member shall be allowed to repeat the same temporary assignment consecutively.

Notwithstanding the above, a member may be allowed to take a subsequent temporary assignment that exceeds the timelines as described above in circumstances where there are insufficient applications that meet the criteria.

When a member accepts a temporary assignment it shall be agreed the term of the assignment shall be completed, except where extenuating circumstances exist, before the member would be eligible to apply for another assignment. Where a member believes extenuating circumstances exist they shall provide the Fire Chief a written explanation. The Chief shall reply to the member in writing within ten (10) days of receipt of the explanation.

## 13 Layoff and Re-Engagements

- \* 13.01 If the permanent staff of any seniority grouping is to be reduced, the City shall first determine the number of positions to be reduced within each rank of the seniority grouping. Those members within the seniority grouping who were last appointed to a position within a rank to be reduced shall be the first members removed from such rank for the purposes of layoff.
- In the event staff reductions should occur during a member's probationary period, the member's most recent examination mark administered by Edmonton Fire Rescue shall be utilized to determine the order of layoffs.
- 13.02 A member who has voluntarily accepted an appointment to a position in a rank and seniority grouping to be reduced in accordance with Part I Article 13.01 may, at their option, revert to the position formerly held by the member, provided that they are able to perform the duties of their former position and provided that such position is within the scope of the Union.
- 13.03 Except as provided in Part I Articles 13.04 and 13.04.01, a permanent member removed from a rank for the purposes of layoff, who is not eligible or elects not to revert to their former position in accordance with Part I Article 13.02, shall be laid off.
- 13.04 The City shall attempt to assign a member to an alternate position within the scope of the Union where such member is not capable of performing the duties of a position within this former rank and seniority grouping in accordance with Part I Article 13.02.
- 13.04.01 The City shall determine whether a permanent member is capable of performing the duties of an alternate position and shall identify what alternate position, if any, shall be assigned to the permanent member.
- 13.04.02 A permanent member removed from a rank for the purposes of layoff, who is not assigned, or elects not to accept an alternate position in accordance with Part I Article 13.04.01 shall be laid off.
- 13.05 Permanent members to be laid off shall receive a minimum of twenty-one (21) calendar days' notice of such layoff. In the event that notice is not provided, the City shall provide the member with a payment equal to the wages the member would have earned had they worked their regular hours of work in the twenty-one (21) day period. The City shall inform the Union of those permanent members to be laid off prior to such layoffs taking place.
- 13.06 Permanent members to be laid off shall be given a general priority throughout the City for any vacancy for which they are qualified. The general priority shall not override the re-engagement provisions or the provisions of Part I Article 11, Promotions.
- 13.07 A permanent member who is laid off or is to be laid off who requests and receives a lump sum payment from the Income Replacement Plan Payout (Part II, Article 5) shall forfeit any and all rights of re-engagement to their former position. The Union shall be notified by the City prior to payment.
- 13.08 If the permanent staff of any seniority grouping is to be increased, those permanent members removed by reason of staff reduction during the previous twenty-four (24) months from the rank to be increased shall, if available, be re-engaged according to the reverse order of their removal from such rank and seniority grouping. Such members shall be re-engaged in preference to other applicants.

- 13.09 Laid off permanent members who are re-engaged within twenty-four (24) months of their layoff in accordance with Part I Article 13.08 shall be re-engaged as permanent members and shall retain seniority and benefits provided by the current Agreement which were enjoyed prior to layoff.
- 13.09.01 A permanent member's date of appointment into a position shall be, for layoff and re-engagement purposes, the date that the employee was originally appointed to a permanent position with the rank and seniority grouping to be reduced. However, under no circumstances shall member's date of appointment be established as a date prior to a break of continuous employment with the City within the scope of the Union, except where such break resulted from layoff of less than twenty-four (24) months' duration.
- 13.09.02 The date that a member is reverted to their former position in accordance with Part I Article 13.02 shall not be considered the member's date of appointment to such position.
- 13.09.03 If two (2) or more permanent members occupy the same rank within a seniority grouping to be reduced, and such members have the same date of appointment, seniority shall determine the relative order that such members will be removed from the rank for the purposes of layoff. A reduction in the number of members with the same rank and date of appointment shall commence with the removal of the least senior member and shall continue until the required number of members are removed for the purposes of layoff.

### 13.10 Job Security

Without restricting its right to determine the methods by which municipal services are to be provided, the City agrees that no probationary or permanent member shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by such probationary or permanent member. The City and the Union agree that the current practices, specifically those services provided by Fire Rescue in regards to first (1st) responder calls and vehicle maintenance work shall be maintained during the term of this agreement.

## 14 Grievance Procedure

All differences between the parties or persons bound by this Collective Agreement which concern the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the differences are arbitrable, shall be settled in accordance with the following procedures.

### \* 14.01 Issue Resolution Process

An employee, Union representative, or representative of the City is encouraged to resolve any issue through face to face discussion with the person with whom there is a difference. To facilitate this, the City, Fire Services, and Union, in general circumstances, agree to use the following Issue Resolution Process prior to initiating a grievance under this article.

#### PREAMBLE

The Union and the City support the Issues Resolution Process as the preferred method of addressing workplace issues within Fire Rescue Services. The Issues Resolution Process is designed to:

- a) Address and resolve workplace issues before they become grievances,
- b) Identify and address the root causes of an issue,
- c) Enable skilled and informed interest-based problem solving closest to the source of an issue,
- d) Achieve solutions that contribute to positive, collaborative working relationships,
- e) Achieve solutions that are consistent with the Collective Agreement.
- f) Minimize the time and cost involved in resolving disputes, and
- g) Respect the roles and responsibilities of the union and management.

An issue is any problem, disagreement or difference affecting employees, representatives of the Department, or Union representatives.

#### 14.01.01 Individual Issue Resolution

- 14.01.01.01 Employees, representatives of the Department and Union representatives are committed to solving issues through face-to-face with the people directly affected.
- 14.01.01.02 To be effective, interest-based problem solving discussions will:
  - a) Take place at the earliest opportunity,
  - b) Involve sharing information relevant to the issue to the fullest extent possible,
  - c) Allow for an open, respectful exchange of the interests of each participant,
  - d) Respect the confidentiality and sensitivity of discussions,
  - e) Develop and explore options to satisfy interests, and
  - f) Empower the participants to select and implement options that meet the interests of all parties.
- 14.01.01.03 Interest-based problem solving discussions at operational levels may be co-facilitated by trained individuals including a member of the Union Executive, a Human Resources Consultant or a department representative. The co-facilitators will ensure that the interest-based problem solving process will:
  - a) Bring the appropriate people together,
  - b) Encourage full participation,
  - c) Help the participants define the issues, articulate their interests, develop

- options, and achieve lasting solutions,
- d) Ensure that discussions remain respectful, open and on track,
- e) Help the participants document agreements, and
- f) Help the participants develop their skills in interest-based problem solving.

14.01.01.04 Individual discussions will continue for as long as both parties believe that progress is being made. The co-facilitators may recommend that additional resources be brought in as needed.

\* 14.01.02 Joint Union-Management Committee

14.01.02.01 The City/Fire Services or Union may initiate interest-based problem solving at the Joint Union Management Committee if:

- a) An issue relates to a policy, practice, or procedure affecting conditions of work, or
- b) An issue relates to the interpretation, application or alleged violation of the Collective Agreement.

14.01.02.02 The City/Fire Services or Union may move an individual issue to interest-based problem solving at the Joint Union Management Committee if attempts to resolve individual issues through face-to-face discussion with the persons directly affected have not mutually been successful.

14.01.02.03 The City/Fire Services and the Union will attempt to resolve the issue by applying the interest-based problem solving approach. The Committee will select a Union representative and City/Fire Services representative trained in the process to co-facilitate. The Committee may involve an additional facilitator or mediator to assist in resolving the issue.

14.01.02.04 Discussions at the Joint Union Management Committee will continue for as long as the parties mutually believe that progress is being made.

14.01.02.05 The Joint Union Management Committee may refer individual issues back for further consideration by the people directly affected.

14.01.03 General

14.01.03.01 Agreements reached through the Issues Resolution Process are confidential and without prejudice to the legal or contractual rights of the parties.

14.01.03.02 The City/Fire Services and the Union agree to use this process prior to initiating a grievance under Part I Article 14, "Grievance Procedure". If this process does not produce a mutually acceptable resolution the timelines respecting the issue will be deemed to begin at the filing of the grievance.

14.01.03.03 The parties will prepare a joint statement of facts, to the extent possible, regarding the issue at the time that the issue is submitted as a grievance.

14.01.03.04 The Joint Union Management Committee will monitor the effectiveness of the Issues Resolution Process and recommend changes as needed.

\* 14.02 Grievance Process

Grievances, other than those relating to posting and filling vacancies as outlined in Part I Articles 11.01.03 and 12.02, shall be filed by the Union within thirty-seven (37) calendar days from the date that the incident giving rise to the grievance reasonably came to the attention of the aggrieved member.

\* 14.02.01 Stage 1

Excepting those grievances that fall under clause 14.02.02.02, all grievances shall be filed with the Fire Chief or designate, and a copy of same shall be filed with Labour Relations, Human Resources Branch. In all instances, the written grievance shall specify the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested.

The Fire Chief or designate, may hear the grievance and shall provide a written decision within thirty (30) calendar days of receiving the grievance.

\* 14.02.02 Stage 2

If settlement is not reached on the grievance the Union shall have the right to appeal the decision of the Fire Chief or designate, to the City Manager or designate, within ten (10) calendar days of the day that the Union received the decision of the Fire Chief or designate.

14.02.02.01 A hearing shall be scheduled by the City Manager or designate, with a copy to Labour Relations, Human Resources Branch within ten (10) calendar days of the day that the City Manager or designate received the appeal. A written decision on the grievance shall be provided to the Union within thirty-seven (37) calendar days of such hearing.

\*\* 14.02.02.02 Policy grievances are defined as those grievances concerning the interpretation, application, operation or alleged violation of the Collective Agreement, normally having corporate implications or, directly relating to or affecting employees in more than one branch of a Department or in more than one department.

Policy grievances shall be initiated at Stage 1 to the appropriate Senior Negotiator in the Labour Relations Section or designate and, at Stage 2, to the Manager of the Human Resources Branch or designate.

\* 14.02.03 Arbitration Stage

If the decision of the City Manager, or designate, does not resolve the grievance, the Union shall have the right to refer the grievance to arbitration, provided that it has been properly processed in accordance with this grievance procedure. If the Union chooses to refer the grievance to arbitration, the grievance shall be referred within fourteen (14) calendar days of receiving a written response from the City Manager or designate.

14.02.03.01 If the grievance is to be referred to arbitration, the Union shall notify the City, in writing, of its:

- a) appointee to the arbitration board and/or
- b) willingness to choose a single arbitrator, as well as
- c) the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.

14.02.03.02 Within seven (7) calendar days after receipt of notification as provided in Part I Article 14.02.03.01, the City receiving notice shall:

- a) advise the Union of its appointee to the arbitration board, or,
- b) where a single arbitrator is suggested, indicate whether it will accept a single arbitrator and, if so, both parties will endeavour to mutually agree upon a person to act in such capacity. If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within seven (7) calendar days, each party will advise the other party of its appointee to the arbitration board.

- 14.02.03.03 If the City fails to appoint its member within the time limit under Part I Article 14.02.03.02, the appointment shall be made by the Alberta Ministry of Human Services upon the request of the Union.
- 14.02.03.04 Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees are unable to agree upon the choice of a chairman within the time limit specified, either appointee may request the Alberta Ministry of Human Services to appoint a chairman.
- 14.02.03.05 If the single arbitrator, either member of the arbitration board, or the chairman thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairman shall be appointed in accordance with the above procedure within seven (7) calendar days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairman, the appointment shall be made by the Alberta Ministry of Human Services upon the request of either party.
- 14.02.03.06 Each party appointing a member shall bear the expense of its respective member and shall bear one-half (0.5) of the expenses of the chairman of the arbitration board, or single arbitrator, whichever is applicable.
- 14.02.03.07 Where both parties agree, the time limits contained herein may be extended.
- 14.02.03.08 No person shall be appointed as a member or chairman of an arbitration board if the person is directly affected by the difference or if the person has been involved in an attempt to negotiate or settle the difference.
- 14.02.03.09 The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is not majority, the decision of the chairman shall be the award of the arbitration board. The decision of the arbitration board or single arbitrator is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the arbitration board.
- 14.02.03.10 The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.
- 14.02.03.11 The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement.

## 15 New Ranks

- 15.01 In the event that the City creates a new rank, the rates of wages and working conditions of such new rank shall be negotiated by the City with the Union before advertising the position in accordance with the posting procedures set forth in this Agreement.
- 15.02 If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the City to the Union of the creation of said rank, the posting of the vacancy shall be made according to the rates of wages and working conditions set out by the City, but notwithstanding such posting, the rates of wages for and the working conditions of the new rank shall still be a matter of negotiation between the City and the Union, and the notice of posting shall contain the following statement:
- “The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages shall be retroactive to the date of the appointment.”

## 16 Class Specific Terms and Conditions

- \* The City and Union agree that the following terms and conditions of employment shall apply to the classes listed below. Unless modified below, all other terms and conditions of the Collective Agreement between the City of Edmonton and the Edmonton Fire Fighters' Union shall apply.

### 16.01 Operations

#### \* 16.01.01 Platoon Chief

The Platoon Chief class (Job Code Number 1364) is established with one Platoon Chief per platoon.

##### HOURS OF WORK

Employees of the Platoon Chief class shall work in accordance with the Shift Schedule (Appendix II of the Collective Agreement), ten (10) and fourteen (14) hour shifts to average forty-two (42) hours per week.

##### OVERTIME

When Fire Rescue Services requires a Platoon Chief to work outside their normal scheduled shift such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Platoon Chief shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Platoon Chief and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

##### POSTING AND FILLING VACANCIES

When Fire Rescue Services proceeds to fill a vacant Platoon Chief position, on a permanent basis or on a temporary basis for longer than 90 calendar days, promotion to the rank of Platoon Chief shall be made in accordance with the following provisions:

- a) The 24 senior members at the rank of District Chief and from the Captain Qualified group, who have not formally tendered their letter of retirement, are eligible to apply for the position of Platoon Chief; and
- b) The selection of a successful candidate to a Platoon Chief position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) The City and the Union agree that only one position shall be posted at a time and in the event that fewer than six (6) applications are received for a Platoon Chief position, from those who have applied under paragraph a) above, the parties mutually agree that further applications may be considered in order of seniority from within the remainder of the Fire Captains Qualified group. The process would be to consider the applications in consecutive numerical order, starting with the most senior member in the remaining Fire Captains Qualified group and continuing until six applications have been received.

\* 16.01.02 Special Operations Chief

HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

OVERTIME

When Fire Rescue Services requires the Special Operations Chief to work outside their normal scheduled shift such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Special Operations Chief shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Special Operations Chief and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

POSTING AND FILLING VACANCIES

When Fire Rescue Services proceeds to fill a vacant Special Operations Chief position, on a permanent basis, promotion to the rank of Special Operations Chief shall be made in accordance with the following provisions:

- a) The 24 senior members at the rank of District Chief and from the Captain Qualified group, who have not formally tendered their letter of retirement, are eligible to apply for the position of Special Operations Chief. Other Chiefs at the 153% rate of pay are eligible to apply.
- b) The selection of a successful candidate to a Special Operations Chief position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) The City and the Union agree that only one position shall be posted at a time and in the event that fewer than six (6) applications are received for the Special Operations Chief position, from those who have applied under paragraph a) above, the parties mutually agree that further applications may be considered in order of seniority from within the remainder of the Fire Captains Qualified group. The process would be to consider the applications in consecutive numerical order, starting with the most senior member in the remaining Fire Captains Qualified group and continuing until six applications have been received.

\* 16.01.03 Chief of Logistical Services

HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

OVERTIME

When Fire Rescue Services requires the Chief of Logistical Services to work outside their normal scheduled shift such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Chief of Logistical Services shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Chief

of Logistical Services and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

#### POSTING AND FILLING VACANCIES

When Fire Rescue Services proceeds to fill the vacant Chief of Logistical Services position on a permanent basis, selection to the rank of Chief of Logistical Services shall be made in accordance with the following provisions:

- a) The 24 senior members at the rank of District Chief and from the Captain Qualified group, who have not formally tendered their letter of retirement, are eligible to apply for the position of Chief of Logistical Services. Other Chiefs at the 153% rate of pay are eligible to apply.
- b) The selection of a successful candidate to the Chief of Logistical Services position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) The City and the Union agree that only one position shall be posted at a time and in the event that fewer than six (6) applications are received for a Chief of Logistical Services position, from those who have applied under paragraph a) above, the parties mutually agree that further applications may be considered in order of seniority from within the remainder of the Fire Captains Qualified group. The process would be to consider the applications in consecutive numerical order, starting with the most senior member in the remaining Fire Captains Qualified group and continuing until six applications have been received.

### \* 16.02 Fire Prevention

The structure shall consist of the following:

- ♦ Fire Marshal,
- ♦ 2 Assistant Fire Marshals,
- ♦ 8 Captain Fire Prevention Officers, and
- ♦ Fire Prevention and Public Education Officers

#### \* 16.02.01 Fire Marshal

The Fire Marshal class (Job Code Number 0887) is established with the terms and conditions and rates of pay as per the current Collective Agreement.

##### HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

##### OVERTIME

When Fire Rescue Services requires a Fire Marshal to work outside their normal scheduled shift such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Fire Marshal shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Fire Marshal and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

#### POSTING AND FILLING VACANCIES

When Fire Rescue Services proceeds to fill the vacant Fire Marshal position on a permanent basis, promotion to the rank of Fire Marshal shall be made in accordance with the following provisions:

- a) The Assistant Fire Marshal, Captains in Public Safety and Educations and Captains of Prevention, who have not formally tendered their letter of retirement, are eligible to apply for the position of Fire Marshal; and
- b) The selection of a successful candidate to a Fire Marshal position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) In the event that fewer than six (6) applications are received for the Fire Marshal position, from those who have applied under paragraph a) above, the parties mutually agree that further applications may be considered in order of seniority from within the remainder of the Fire Captains Qualified group. The process would be to consider the applications in consecutive numerical order, starting with the most senior member in the remaining Fire Captains Qualified group and continuing until six applications have been received.

\* 16.02.02 Assistant Fire Marshal, Captain Fire Prevention, Fire Prevention Officer and Public Education Officer

#### HOURS OF WORK - FIRE PREVENTION

The shift schedule for members in the these positions shall consist of an "A" and "B" platoon schedule. "A" Platoon will be Tuesday through Friday and "B" Platoon will be Monday through Thursday. The hours of work shall be 75 hours bi-weekly. A work day shall consist of 9.375 continuous hours between 0800 and 1800.

#### HOURS OF WORK - FIRE EDUCATION

Public Education Officers shall work flexible hours based on operational requirements. Hours of work shall total 75 hours bi-weekly on either the "A" or "B" Platoon schedule. The work day shall consist of any 9.375 continuous hours between 0600 and 2200.

#### ACTING PROTOCOL

Acting assignments on each "A" and "B" Platoon shall be determined by selecting the senior available qualified Platoon member on duty. The Senior Captain Qualified on each of the "A" and "B" Platoon will act for the Assistant Fire Marshal on that Platoon. The senior available qualified Fire Prevention or Public Education Officer on each "A" and "B" will act for the Captain Fire Prevention Officers on their Platoon. In the event there are an insufficient number of qualified members available, the senior available member on the affected Platoon shall act (in accordance with Article 11.02). Members who choose not to participate in, or fail a qualifying process, will not be eligible to act.

#### SHIFT SCHEDULE CHANGES

Assistant Fire Marshal and Captain Fire Prevention Officers will select their position based on seniority.

The City reserves its management right to transfer members between Platoons as required by the operation.

All members in Fire Prevention may be scheduled for up to 3 shift changes per calendar year to perform Fire Prevention duties at straight time.

#### WAGE RATE

The most senior Captain Fire Prevention Officer Qualified on each "A" and "B" Platoon will be paid at the 128% rate of pay. The most senior Fire Prevention Officer Qualified on each "A" and "B" Platoon will be paid at the 115% rate of pay. This increased rate of pay will require additional duties as assigned by the City of Edmonton.

### \* 16.03 Fire Investigation

#### 16.03.01 Chief of Investigations

##### HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

##### OVERTIME

When Fire Rescue Services requires the Chief of Investigations to work outside the normal scheduled shift, such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Chief of Investigations shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Chief of Investigations and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

##### POSTING AND FILLING VACANCIES

When Fire Rescue Services proceeds to fill a vacant Chief of Investigations position on a permanent basis, it shall be made in accordance with the following provisions:

- a) The 4 senior members at the rank of Shift Captain and from the Captain Qualified group, who have not formally tendered their letter of retirement, are eligible to apply for the position of Chief of Investigations; and
- b) The selection of a successful candidate to the Chief of Investigations position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) In the event that fewer than four (4) applications are received for the Chief of Investigations position, from those who have applied under paragraph a) above, the parties mutually agree that further applications may be considered in order of seniority from within the remainder of the qualified members within that grouping. The process would be to consider the applications in consecutive numerical order, starting with the most senior member in the remaining qualified member and continuing until four (4) applications have been received.

### \* 16.03.02 Investigators

##### HOURS OF WORK

As outlined in Part I Article 6.01.01, Fire Investigators shall work a shift schedule: 10 and 14 hour shifts to average 42 hours per week.

##### POSTING AND FILLING VACANCIES

In accordance with Part I Article 11.04.01, the Investigator position shall be

filled in consideration of qualifications, knowledge, and skills required for the position. When more than one applicant is qualified seniority shall be the determining factor. The parties agree to further review and define the qualifications, knowledge, and skills required and create a program of qualification including training and learning opportunities.

#### WAGE PROGRESSION

The Fire Investigator employees will progress through an incremental system based on experience and training. The City will make every reasonable effort to ensure the training is available for the Investigators. Movement through the increments will not be delayed due to not attaining the required training as long as the Investigators make every reasonable effort to participate in the available training.

- a) Upon selection into the Investigator I position, an employee will receive 108% of the 5th year fire fighter annual rate.
- b) Investigator II - Having served at least two years as Investigator I and attaining the Fire Safety Codes Officer Investigator Level I, the employee will receive 115% of the 5th year fire fighter annual rate.
- c) Investigator III - Having served at least one year as Investigator II and attaining the Fire Safety Codes Officer Investigator Level 2, the employee will receive 120% of the 5th year fire fighter annual rate.
- d) Captain Investigator - Having served at least one year as Investigator III and successfully completing the Fire and Arson Investigation course at the National Fire Academy or equivalent, the employee will receive 126% of the 5th year fire fighter annual rate.

### \* 16.04 Emergency Communication Centre

For the purpose of acting, there is no differentiation between Senior Captains and Captains; that is, incumbents will act in temporary Senior Captain Emergency Communication Specialist vacancies at the rate of pay of the Captain Emergency Communication Specialist - 126% of the 5<sup>th</sup> year fire fighter rate.

#### \* 16.04.01 Chief of Emergency Communications

##### HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

##### OVERTIME

When Fire Rescue Services requires the Chief of Emergency Communications to work outside the normal scheduled shift, such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene the Chief of Emergency Communications shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Chief of Emergency Communications and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

##### POSTING AND FILLING VACANCIES

When it is necessary to fill the position of Chief of Emergency Communications, on a permanent basis or on a temporary basis, promotion to the rank of Chief of Emergency Communications shall be made through a

competition in accordance with the following provisions:

- a) The 6 senior members at the rank of Senior Captain and Captain Emergency Communication Specialist who have not formally tendered their letter of retirement, are eligible to apply for the position of Chief of Emergency Communications; and
- b) The selection of a successful candidate to the Chief of Emergency Communications position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.
- c) The City and the Union agree in order to receive a minimum of 6 applications, that further applications from Senior Captain and Captain Emergency Communication Specialist members below the rank of Captain in order of seniority may be considered. The process would be to consider the applications in consecutive numerical order, starting with the most senior qualified member until 6 applications have been received.

\* 16.04.02 Day Shift Emergency Communication Specialist

HOURS OF WORK

A work day shall consist of 10.5 continuous hours between 0730 and 1830, on a shift cycle of Monday to Thursday on week 1 and Tuesday to Friday on week 2, working 84 hours bi-weekly. Hours to be arranged within these parameters as mutually agreed and meeting the needs of the City. The incumbent will be eligible for statutory holiday pay, as per 8.01.04.

POSTING AND FILLING VACANCIES

It is agreed that only members who have not held the position previously shall be eligible to apply should the position become vacant. In the event there are no applications, members who have previously held the position would become eligible to apply.

ACTING PROTOCOL

The incumbent will forego all acting rights for the term of this assignment.

ASSIGNMENT LENGTH

The maximum term of any one rotational assignment will be one (1) year. Two weeks written notice will be provided to the affected employee if the assignment will be terminated prior to the normal one year term.

WAGE RATE

The wage rate shall be in accordance with the Emergency Communication Specialist listed in Appendix I in the current collective agreement.

\* 16.04.03 Dispatcher Training Captain and Technical Support Captain

HOURS OF WORK

The Dispatcher Training Captain will work a schedule consisting of four (4), 10.5 hour days, calculated as forty-two (42) hours weekly, 84 hours bi-weekly. The shifts will be between 0600 and 2000 hours. Employees will work either Monday to Thursday or Tuesday to Friday. Hours and days to be arranged to meet operational requirements within the parameters herein, taking into consideration employee preference.

The Technical Support Captain will work a schedule consisting of ten (10), 8.4 hour days calculated as 84 hours bi-weekly. The shifts will be between 0600 and 2000 hours. The position is eligible to work the Earned Day Off program (EDO), and the employee will work 9.33 hours per day, 9 days per pay period. Hours and days to be arranged to meet operational requirements within the parameters herein, taking into consideration employee preference.

#### POSTING AND FILLING VACANCIES

Rotational assignment opportunities shall be posted.

Senior Captains, Captains Emergency Communication Specialists, Senior Emergency Communication Specialist Qualified and Day Shift Emergency Communication Specialist incumbents shall not be eligible to apply for the Dispatch Training Captain or Technical Support Captain rotational assignment opportunities.

Selections to these rotational assignments shall be made in consideration of the particular programs being delivered during that term, candidate suitability for the role, qualifications, demonstrated skills and abilities, and experience. Selected candidates will be given an orientation to the position prior to their acceptance.

Where two or more applicants are deemed to be equally qualified for the opportunity, seniority will be the determining factor.

Regarding the Dispatch Training Captain and Technical Support Captain, it is agreed that only members who have not held the position previously shall be eligible to apply should the position become vacant. In the event there are no applications, members who have previously held the position would become eligible to apply.

Regarding the Dispatch Training Captain and Technical Support Captain, it is agreed that members must return to an Emergency Communication Specialist position for a minimum of one (1) year before applying for the other Dispatch Training Captain or Technical Support Captain position.

#### STATUTORY HOLIDAYS

Incumbents are not eligible for statutory holiday pay, as per 8.01.04. Members in one of these rotational assignments shall receive the statutory holidays off with pay at the 125% rate.

#### ASSIGNMENT LENGTH

The maximum term of any one rotational assignment will be one (1) year. Two weeks written notice will be provided to the affected employee if the assignment will be terminated prior to the normal one year term.

These rotational assignments are not considered promoted positions; however reversion rights will be in effect for the first six (6) months of the assignment.

#### SHORT TERM DISABILITY

EC Specialists who are selected for either staff development opportunity and who are absent from work due to disability shall receive Short Term Disability benefits up to the date the assignment term ends. If the disability continues after this date, the EC Specialist will be compensated at the current ECS rate as per Appendix I.

If the disability extends past the Long Term Disability waiting period (85 days) during the term of the rotational assignment, the disabled employee will receive LTD benefits based on the current ECS rate.

#### WAGE RATE

EC Specialists who are selected for either staff development opportunity shall be temporarily transferred to a Training Captain or Technical Support Captain position and paid at 125% of the 5<sup>th</sup> year firefighter rate for the duration of the assignment.

## 16.05 Training

### \* 16.05.01 Chief of Training

#### HOURS OF WORK

This position shall participate in the compressed hours of work program, working 80 hours bi-weekly, 8.89 hours per day exclusive of an unpaid lunch break, 9 days per pay period.

#### OVERTIME

When Fire Rescue Services requires the Chief of Training to work outside the normal scheduled shift, such time worked shall be banked at a straight time (1x) rate, except when Fire Rescue Services requires this position to respond to an emergency scene, the Chief of Training shall be paid at the double time (2x) rate.

Banked time shall be taken at a time mutually agreed upon between the Chief of Training and Fire Rescue Services. However, Fire Rescue Services shall have the right to schedule the time off in the event that the Service and the employee are not able to mutually agree.

Fire Rescue Services shall make reasonable efforts to ensure that bank time is taken during the calendar year in which it was worked.

#### Posting and Filling Vacancies

When it is necessary to fill the position of Chief of Training, on a permanent basis, promotion to the rank of Chief of Training shall be made through a competition in accordance with the following provisions:

- a) The 4 qualified senior members at the rank of Lead Training Officer who have not tendered their letter of resignation are eligible to apply for the position of Chief of Training.
- b) The City and the Union agree in order to receive a minimum of 4 applications that further applications below the rank of Lead Training Officer may be considered. The process would be to consider the applications of members permanently assigned to the Training School until 4 applications have been received. Subject to Article 11.02, Interim Provisions.
- c) The selection of the successful candidate to the Chief of Training position will be based on the qualifications, knowledge, skills, and abilities of that candidate being considered to be the most suitable to the requirements of the position.

## 17 Reporting for Duty

Members shall report for duty at the place directed by the person in charge and shall go to and from such place on their own time within the City limits.

## \* 18 Time Off for Voting

Each member who is a registered voter will, if necessary for the purpose of voting, be allowed time off without loss of pay in accordance with the requirements of applicable elections legislation.

## 19 Union Management Committee

- 19.01 The parties agree that there shall be a Joint Union Management Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of up to five (5) representatives from the Union and up to five (5) representatives from the City and shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least five (5) days prior to any meetings of the Committee, each party shall deliver to the other party a notice of the matters to be discussed at the said meeting.
- 19.02 The City agrees that, prior to changing any existing or introducing any new policy, practice or procedure with respect to conditions of work, the City will first discuss the same with the Union at a meeting of the Joint Union Management Committee.

## 20 Health and Safety

The Fire Safety Committee shall meet monthly to review items which are relevant to occupational health and safety. Such items as the investigation of accident reports, employee safety proposals, safety regulations, new safety equipment and clothing, unsafe work conditions, as well as items such as information relative to dangerous chemicals and materials shall be within the purview of the Safety Committee. The Safety Committee shall be composed of an equal number of City and Union representatives. The City shall appoint its representatives and the Union shall appoint its representatives. The Safety Committee shall make recommendations to the Fire Chief on items within its terms of reference. Where a majority of the Committee wishes to investigate an unsafe condition at a worksite, arrangements for same shall be made in advance with the Fire Chief or their designate.

## 21 Training

- 21.01 The City shall provide internal training in subjects relating to the fire service industry. It is agreed that this does not require the City to utilize only members within the scope of the bargaining unit to provide training. The City shall provide such training or courses for:
- 21.01.01 the performance of a member's job;
  - 21.01.02 promotional examinations;
  - 21.01.03 new technology;
  - 21.01.04 operational changes.
- 21.02 Where a member attends training sessions which are required by the City for the performance of their job, all time spent in such training will be considered, for the purposes of salary and benefits, to be time worked.
- 21.03 Where a member attends training sessions provided by the City which are prerequisite for promotion, all time spent in such training or subsequent examinations will be considered, for the purposes of salary and benefits, to be time worked.
- 21.04 Where members are required to attend training courses other than those provided in Part I Article 21.01, that are available through outside agencies, time spent in such training will be considered, for the purposes of salary and benefits, to be time worked.
- 21.05 Members may apply for other courses or training not included in Part I Articles 21.01, 21.02, 21.03, or 21.04 and, if approved, will be reimbursed in accordance with City Policy. Consideration for reimbursement will be based upon seniority, work record, rank or position, availability of funds and obtaining a passing mark in the course.
- 21.06 Where the City provides training or courses required for promotion, the City agrees that any examination for promotion shall be conducted within sixty (60) days of the course.

## 22 Indemnification

The City will indemnify and save harmless any employee against any expenses and costs from any action, claim, cause or demand whatever that may be made or may arise out of the employee carrying out their duties as an employee.

## 23 Legal Fees

The City will pay all reasonable expense and costs with respect to any civil, quasi-criminal, or criminal action taken against or in respect to a member arising out of such member's actions while engaged in their duties as an employee, subject to the Office of the City Solicitor approving the appointment and continued employment of the Union's choice of legal counsel. Such approval shall not be unreasonably withheld or withdrawn. This clause shall not be construed to mean that the City shall be responsible for costs or expenses for a member incurred during internal disciplinary proceedings against said member.

## PART II - HEALTH AND WELFARE BENEFITS

### 1 Leave of Absence

#### 1.01 Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required probationary period thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- 1.01.01 When death occurs in the employee's immediate family – that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave.
- 1.01.02 One-half (0.5) day's leave with pay to attend funeral services of persons related more distantly than those listed in Part II Article 1.01.01 shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.
- 1.01.03 The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 1.01.04 The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- 1.01.05 A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

#### 1.02 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the City.

#### 1.03 Participation in Benefit Plans While on Leave of Absence

Employees granted leave of absence without pay for a period of one (1) complete pay period or more shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. Before their leave of absence commences, they shall make appropriate arrangements through payroll to pay both the City and employee portions of the applicable Benefit Plans. Such employees shall not be eligible to receive benefits from the Short Term Disability Plan or the Long Term Disability Plan until the period of approved leave has expired.

- 1.03.01 It is specifically provided that employees shall be obligated to continue coverage in all of those plans of which the employee was a member immediately prior to the commencement of the leave of absence.
- 1.03.02 The Union shall be notified prior to the commencement of the leave of absence. Employees shall make arrangements with the Union to prepay any union dues.

## 2 Maternity and Parental Leave

### 2.01 Maternity Leave

Maternity leave shall be granted by the City in accordance with the following:

- 2.01.01 To a pregnant employee who is either permanent or has been employed with the City for a period of at least twelve (12) consecutive months, upon the member's application to the City. Except in unforeseen and unpredictable circumstances, should no application be made by the employee for maternity leave, the employee will be deemed to have resigned their position and the City will be under no obligation to provide future employment.
- 2.01.02 Except in the case of employees, as stipulated below, maternity leave shall be without salary. However, employees on such leave will not lose seniority.
- 2.01.03 Employees who are members of the City's Disability Plans as provided for in this Agreement and provide medical evidence satisfactory to the City to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the City of Edmonton Supplemental Unemployment Benefits Plan (SUB PLAN), qualify for SUB PLAN benefits for the duration of the aforementioned valid, health-related period. In any event, receipt of such SUB PLAN benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB PLAN. Employees who are members of the City's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the City's Disability Plans.
- 2.01.04 Maternity leave shall be applied for in writing, at the earliest possible date, but not less than six (6) weeks prior to the date upon which maternity leave is to commence. The employee shall provide the City with a medical certificate giving the estimated date of delivery. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If, in the opinion of the City, the employee is unable to perform the duties of their position or such alternative position which may be available for which they are qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave. An employee who is a member of the City's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of their pregnancy after the conclusion of the maximum period during which SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.
- 2.01.05 Maternity leave shall be up to fifteen (15) weeks in duration, including any valid, health-related portion that may be encompassed during this period. Birth mothers may apply for and be granted up to thirty-seven (37) additional weeks of unpaid parental leave for a combined total of fifty-two (52) weeks leave.
- 2.01.06 Whenever the employee is absent for more than the approved period of maternity leave, unless the absence is due to a maternity complication related to the valid, health-related portion of their pregnancy and is substantiated by medical evidence satisfactory to the City, the employee shall automatically be deemed to have terminated their employment when said period expires.
- 2.01.07 An employee returning from maternity leave within the approved period shall be given the same position, if available, or a comparable position, at the former rate of pay, provided as much notice as possible of return is given to the City. In any event, said notice shall not be less than four (4) weeks.

NOTE: For the purposes of this article, the City's Disability Plans shall include the Short Term Disability Plan, Supplementary Unemployment Benefit Plan and Long Term Disability Plan.

“Valid health-related portion” shall mean that period of an eligible employee’s pregnancy during which they are disabled (in accordance with the terms of the City’s Disability Plans) and such disability is substantiated by medical evidence satisfactory to the City.

## 2.02 Parental Leave

Parental leave shall be granted by the City in accordance with the following:

- 2.02.01 An employee who is either permanent or has been employed with the City for a period of at least twelve (12) consecutive months shall be eligible for parental or adoption leave.
- 2.02.02 Parental leave shall be without salary; however, employees on such leave will not lose seniority.
- 2.02.03 An employee shall provide at least six (6) weeks’ written notice of the date the employee intends to commence the leave. However, if the employee is unable to comply with this requirement, the employee must give written notice at the earliest possible time. In cases of adoption, this will be once approved for adoption.
- 2.02.04 Parental or adoption leave of up to thirty-seven (37) weeks in duration for fathers or adoptive parents will be granted.
- 2.02.05 An employee returning from parental leave within the approved period shall be given the same position, if available, or a comparable position, at the former rate of pay, provided as much notice as possible of return is given to the City. In any event, said notice shall not be less than four (4) weeks.

### 3 Short Term Disability (Income Protection Plan)

All references to the Employment Insurance Premium Reduction Plan are made to ensure the Short Disability benefit is in compliance with Employment Insurance Regulations.

#### \* 3.01 Waiting Period

A probationary employee, who has completed ninety (90) calendar days of continuous City employment since the last date the employee commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Short Term Disability Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Short Term Disability Plan shall not be eligible to participate in the Plan until they return to work for the City for a period of at least ten (10) consecutive working days. Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence. An employee who works ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, shall only be required to return to work for eight (8) consecutive shifts in order to be eligible to participate in the Short Term Disability Plan.

- 3.01.01 An employee who is absent from work due to personal disability (as defined in the Short Term Disability Plan), for one (1) complete pay period or more, during the ninety (90) calendar day waiting period shall have the waiting period extended by the number of working days the employee was absent due to such disability.
- 3.01.02 An employee who is on approved leave of absence without pay during the waiting period, for a period of one (1) complete pay period or more, shall have the waiting period extended by the number of working days the employee was absent due to such leave.
- 3.02 The cost of the Short Term Disability Plan shall be paid by the City and the Short Term Disability Plan shall be administered by the City. The City contributions shall be made bi-weekly and shall be equal to two point fifty-five per cent (2.55%) of payroll until such time as adjusted by the City. Such adjustment shall normally not be made more than once in any twelve (12) month period.

#### 3.03 Benefits

Except as otherwise provided in this Agreement, when a member is unable to perform the duties of their regular position due to personal non-occupational disability, such member shall be entitled to receive benefits from the Short Term Disability Plan for each period of absence from work in accordance with the following provisions. Benefits shall be based on regular rate of pay immediately prior to the commencement of such disability, subject to the provisions of Part II Article 3.04.

For plan members who <b>do not</b> work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week	
Length of Continuous Service	Short Term Disability Benefits at 100% of the regular rate of pay (the lesser of the following)
Less than ninety (90) calendar days	0 working days or 0 hours
Ninety (90) calendar days or more	85 working days or 680 hours

For plan members who work ten (10) and fourteen hour shifts averaging forty-two (42) hours per week	
Length of Continuous Service	Short Term Disability Benefits at 100% of the regular rate of pay
Less than ninety (90) calendar days	0 shifts
Ninety (90) calendar days or more	62 shifts

A member, who does not work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, and who has received the lesser of eighty-five (85) working days or 680 hours of Short Term Disability benefits at one hundred percent (100%) of the regular rate of pay in any payroll year, shall receive all subsequent Short Term Disability benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay upon their return to work.

A member, who works ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, and who has received sixty-two (62) shifts of Short Term Disability benefits at one hundred percent (100%) of the regular rate of pay in any payroll year, shall receive all subsequent Short Term Disability benefits in the payroll year at the rate of ninety percent (90%) of the member's regular rate of pay upon their return to work.

- 3.03.01 Members in receipt of benefits at ninety percent (90%) of the regular rate of pay on the last day in a payroll year shall not qualify for Short Term Disability benefits at one hundred percent (100%) of the regular rate of pay until they return to work for ten (10) consecutive working days; except that members who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week shall be required to return to work for eight (8) consecutive shifts in order to qualify for Short Term Disability benefits at one hundred percent (100%) of the regular rate of pay.

The term "payroll year" shall mean the pay periods used by the City to determine gross earnings for the purposes of producing yearly earnings statements for income tax purposes.

A member who is in receipt of Long Term Disability benefits and who is engaged in approved alternative employment with the City, in accordance with Part II Article 4.13, and is unable to perform the duties of the alternate position due to personal non-occupational disability shall only be entitled to receive limited Short Term Disability benefits for each period of absence from work. A member engaged in rehabilitative employment with the City, which does not require him to work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, shall receive an entitlement equal to the lesser of ten (10) working days or eighty (80) hours of benefits in a payroll year. The member shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position. A member who is engaged in rehabilitative employment with the City, which requires him to work ten (10) and fourteen (14) hour shifts averaging forty-two hours per week, shall receive an entitlement equal to eight (8) shifts of benefits in a payroll year. They shall be paid for such benefits at one hundred percent (100%) of the regular rate of pay of the alternate position.

- 3.03.01.01 If a member is absent from work due to personal non-occupational disability on the first scheduled working day for which the member would otherwise be eligible for increased Short Term Disability benefit entitlement, the member shall not become eligible for such increased entitlement until they return to work for the City for a period of at least ten (10) consecutive working days; except that members who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, shall only be required to return to work for eight (8) consecutive shift in order to qualify for such increased Short Term Disability benefits. Periods of leave of absence without pay in

- excess of one (1) complete pay period, shall not be considered as continuous employment for the purpose of determining Short Term Disability benefit entitlement. For accreditation purposes, a member's anniversary date shall be adjusted by the number of days of leave of absence without pay.
- 3.03.01.02 If a member is unable to perform the duties of their regular position but is capable of performing modified or alternative duties within the scope of this Agreement, the City may require that the member perform such modified or alternative duties until the member is again capable of performing the duties of their regular position. Such modified or alternative duties shall not subject the member to the risk of aggravating or complicating the disability. Consistent with operational considerations, the City shall attempt to assign members modified or alternative duties consistent with their former regular hours of work. Payment for any modified or alternative duties shall be at the member's regular rate of pay provided that such modified or alternative duties do not exceed the length of time for which Short Term Disability benefits would have been payable. It is further provided that payment for such modified or alternative duties shall also include any wages or entitlements for which the member would have been eligible for had they not been assigned to such modified or alternative duties.
- 3.03.01.03 A member's eligibility for Short Term Disability benefits, including their ability to perform modified or alternative duties within the scope of this Agreement, shall be determined by the Plan Adjudicator and shall be based on medical evidence. The Plan Adjudicator shall be appointed by the City.
- 3.03.01.04 When a question arises as to whether a member's disability is occupational and the disability is under review by the Workers' Compensation Board, the member shall receive Short Term Disability benefits in accordance with the member's entitlement until the claim is adjudicated by the Workers' Compensation Board, provided the member provides medical evidence, satisfactory to the City, to substantiate their disability. In the event that the Workers' Compensation Board determines that the disability is occupational, the member shall reimburse the Short Term Disability Plan, from any monies which may be owed to the member, for the period of absence for which the claim is considered occupational and for which the member received benefits under the Short Term Disability Plan. In the event that a member's claim is still outstanding following the depletion of the member's Short Term Disability Benefits, the Plan Administrator shall have the discretion to transfer additional funds from a member's Income Replacement lump sum payment, in order to provide additional benefits to the member and such funds shall be subject to the same conditions for reimbursement as those provided for the Short Term Disability Plan.
- 3.03.01.05 Except as otherwise provided in this Agreement, the monetary value of Short Term Disability Plan benefits payable under this Plan shall be reduced by any amounts the member may be entitled to from the sources set out as follows, if such amounts are provided for loss of income from the disability for which benefits are being claimed;
- 3.03.01.05.01 Benefits from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents.
- 3.03.01.05.02 Any monthly income payable as a result of the member's disability from any plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 3.03.01.05.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, excluding Employment Insurance sickness benefits.

- 3.03.01.05.04 Any monies received from the Crimes Compensation Board.
- 3.03.01.05.05 Any monies received from the Workers Compensation Board either directly or by way of lump sum payments or disability pensions in respect of a disability for which benefits are claimed under this Plan.
- 3.04 In the event that an adjustment to the regular rate of pay occurs during the period of time that a member is in receipt of Short Term Disability benefits, such member shall receive the adjusted rate of pay effective from the date of adjustment.
- 3.05 A member who is compelled to arrange a personal medical or dental appointment during working hours shall be allowed to meet such appointment on City time and without loss of pay, provided that the member is absent from work for a period of three (3) hours or less. Such member shall not be obliged to make up the time spent away from work to keep the appointment. Medical and dental appointments which require the member to be absent from work for longer than three (3) hours shall be debited from a member's accumulated Short Term Disability benefits.
- However, an employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime or vacation credits for the hours or portion thereof in excess of three (3) hours in order to avoid having the absence counted as incident of absence.
- Medical or dental appointments which are covered by the Workers' Compensation Board and which require the member to be absent from work for longer than three (3) hours shall not be debited from a member's accumulated Short Term Disability benefits.
- 3.06 Each period of absence from work due to non-occupational disability which exceeds three (3) hours, shall be counted as one incident of absence for the purposes of this plan.
- On the fourth (4th) and each subsequent incident of absence in a payroll year, Short Term Disability benefits shall be payable at seventy-five percent (75%) of the member's regular rate of pay. However, if a member had three (3) or less incidents of absence in the previous payroll year, Short Term Disability benefits shall be payable at seventy-five percent (75%) of the member's regular rate of pay on the fifth (5th) and each subsequent incident of absence in a payroll year. Upon the recommendation of a Fire Chief or equivalent, the Plan Administrator shall have the discretion to waive the benefit reduction.
- Subject to approval by the Plan Administrator, a member who is receiving on-going therapeutic treatment for a life threatening disability, and as a result is absent from work for periods in excess of three (3) hours to undergo such treatment sessions, may have the entire number of such treatment sessions considered as one (1) incident of absence in any payroll year.
- 3.06.01 For members, who do not work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, the reduction to seventy-five percent (75%) of the member's rate of pay shall continue for the lesser of ten (10) working days or eighty (80) working hours. If the absence extends beyond the lesser of ten (10) working days or eighty (80) working hours then further Short Term Disability benefits for such incident shall be paid at one hundred percent (100%) of the member's regular rate of pay.
- 3.06.02 For members, who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, the reduction to seventy-five (75) percent of the member's regular rate of pay shall continue for eight (8) working shifts. If the absence extends beyond eight (8) working shifts then further Short Term Disability benefits for such incident shall be paid at one hundred percent (100%) of the member's regular rate of pay.

### 3.07 Recurring Disabilities

\*\* Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence, with the exception of jury duty and bereavement leave. In situations where the member requires a permanent accommodation, return to work will be defined as being when the member has been confirmed in the permanent accommodated position.

- 3.07.01 If a member returns to work after a period of disability and becomes disabled again within fifteen (15) calendar days of their return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eligibility period for the Long Term Disability Plan. This second period of disability shall be treated as a separate incident and does not bridge the number of incidents as outlined in Part II Article 3.06. Only the balance of Short Term Disability benefits remaining from the earlier disability shall be payable.
- 3.07.02 If a member returns to work after a period of disability and becomes disabled again within five (5) calendar days of their return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability. This is for the purpose of serving the eligibility period for the Long Term Disability Plan. This second period of disability shall be treated as a separate incident and does not bridge the number of incidents as outlined in Part II Article 3.06. Only the balance of Short Term Disability benefits remaining from the earlier disability shall be payable.
- 3.07.03 Notwithstanding the provisions of Part II Articles 3.07.01. and 3.07.02, each period of absence due to personal non-occupational disability shall be considered as one incident of disability.

### 3.08 Other Benefits While Disabled

A member who is in receipt of Short Term Disability benefits shall continue to be covered under all City benefit plans for which the member is eligible based on the member's regular rate of pay. A member shall continue to pay applicable member contributions and the City will continue to pay its share of the cost of applicable City benefit plans.

### 3.09 Duration of Benefits

Eligibility for Short Term Disability benefits will cease upon the earliest of the following dates:

- 3.09.01 The date the member is no longer disabled from performing the duties of their regular position, or any modified or alternative duties within the scope of this Agreement made available to the member by the City. The Short Term Disability Benefit Plan duration is eighty-five (85) working days, the equivalent of sixty-two (62) shifts. The Plan design shall not, under any circumstance, be less than seventy-five (75) working days so as to ensure that the City continues to be eligible for the Employment Insurance Premium Reduction Program.
- 3.09.02 The date the member's Short Term Disability benefits have been expended.
- 3.09.03 The date the member dies.
- 3.09.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences prior to the notice of layoff and continues beyond the date such layoff becomes effective.

### 3.10 Modified or Alternative Duties Within the Scope of this Agreement

If, while in receipt of Short Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but is capable of performing modified or alternative duties within the scope of this Agreement and such modified or alternative duties are offered to the member by the City and the member does not accept such modified or alternative duties, then Short Term Disability benefits will cease on the date the member would otherwise have commenced the modified or alternative duties. Members who are in receipt of Short Term Disability benefits shall only be obligated to perform modified or alternative duties which are within the scope of this Agreement.

- 3.11 If, while in receipt of Short Term Disability benefits, a member engages in employment for gain and the plan Adjudicator has not provided prior approval to the member for such employment, then the member's eligibility for Short Term Disability benefits shall cease on the date the member commenced such employment for gain and no further benefits shall be payable to such member from the Short Term Disability Plan for such disability. In addition, the member will be subject to discipline up to and including dismissal.

## 4 Long Term Disability Plan

### \* 4.01 Waiting Period

A permanent or probationary employee, who has not attained age sixty (60), and who has completed one (1) year of continuous City employment since the last date they commenced employment with the City, shall be a member of the Long Term Disability Plan. However, an employee who is absent from work on the date that they would have been eligible to participate in the Long Term Disability Plan shall not be eligible to participate in the Plan until they have returned to work for the City for a period of at least ten (10) consecutive working days. Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence. Members who work ten (10) and fourteen (14) hour shifts averaging forty-two (42) hours per week, shall only be required to return to work for the City for a period of at least eight (8) consecutive shifts in order to be eligible to participate in the Plan.

- 4.01.01 When an employee is absent from work during the waiting period due to personal disability for one (1) complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such disability. When the waiting period is so extended the employee may be required to undergo a medical assessment prior to joining the Long Term Disability Plan in order that any pre-existing conditions might be documented.
- 4.01.02 When an employee is on approved leave of absence without pay during the waiting period for one (1) complete pay period or more, the employee shall have their waiting period extended by the number of working days they were absent due to such leave.

### 4.02 Contributions

The cost of the Long Term Disability Plan shall be paid by members of the Plan through bi-weekly payroll deduction effective upon the date of membership in the Plan. For members who are receiving Long Term Disability benefits and who are not engaged in rehabilitative employment, contributions to the Long Term Disability Plan will be waived. Employees, who are members of the Plan, but unable to receive benefits because their disability arises from a pre-existing condition as per the terms of this Agreement, shall continue to contribute premiums to the Long Term Disability Plan.

### 4.03 Eligibility for Benefits

A member will not be eligible to receive Long Term Disability benefits until their Short Term Disability benefits have expired.

- 4.03.01 The City shall administer the Long Term Disability Plan.

A member's eligibility for Long Term Disability benefits, including their ability to perform rehabilitative employment shall be determined by the Plan Adjudicator. The costs of the Plan Adjudicator shall be borne by the Long Term Disability Plan. The Plan Adjudicator shall be appointed by the City.

#### 4.03.02 Disputes Concerning a Member's Eligibility for Long Term Disability Benefits

- \*\* In the event of a dispute based on medical evidence between the member and the Plan Adjudicator concerning such member's eligibility for Long Term Disability benefits, the same shall be settled by referring the dispute to a hearing with:

- ♦ a single independent physician; or,
- ♦ where the City and the Union do not agree to a single physician, to a hearing with a review panel comprised of the Plan Adjudicator, the physician

representing the member and an independent physician.

The City and the Union shall attempt to agree upon the selection of the independent physician. If the City and the Union cannot agree upon the selection within 30 calendar days, the process outlined in the Duty to Accommodate Framework Agreement (Procedures for Obtaining Expert Opinions) shall be used to select the independent physician.

The hearing shall be chaired by a representative of the City and both the Union and the Plan Adjudicator shall have the opportunity to make submissions at the hearing.

The decision of the single independent physician or the majority of the review panel members shall be final and binding on the member, the City, and the Union. The City appointed chairperson shall not be a voting participant in the decision-making process of the review panel.

The cost of the review panel shall be borne by the Long Term Disability Plan. The decision of the single independent physician or the review panel must be consistent with the provisions of Part II Article 10.02 – Limitations and Exclusions.

#### 4.03.03 Disputes Concerning a Member's Ability to Perform Rehabilitative Employment

\*\* With the advance mutual agreement of the City and the Union, grievances concerning the duty to accommodate members on the basis of physical or mental disability that cannot be settled by the process outlined above may be referred to the *Specialized Grievance and Arbitration Mechanism pursuant to the Duty to Accommodate Framework Agreement* – Appendix V.

4.04 Except as otherwise provided in this Agreement, upon expiration of the member's Short Term Disability benefits, and during the following twenty-four (24) month period, a member is eligible to receive Long Term Disability benefits if, due to personal non-occupational disability, the member is completely unable to perform the duties of their regular position.

4.04.01 For members in Fire Operations and Investigation, "Completely unable to perform the duties of their regular position" when used in reference to the Long Term Disability Plan, shall mean that a member is unable to perform those duties of their regular position which regularly occupy sixty percent (60%) of their firefighting or investigative duties, also known as emergency ground operations, at fire or emergency scenes.

4.04.02 For members not in Fire Operations or Investigation, "Completely unable to perform the duties of their regular position" when used in reference to the Long Term Disability Plan, shall mean that a member is unable to perform those duties of their regular position which regularly occupy sixty percent (60%) of the member's work day.

4.05 Except as otherwise provided in this Agreement, Long Term Disability benefits will continue to be paid after the initial twenty-four (24) month period only if the disability prevents the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience. If the disability does not prevent the member from engaging in an occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience, and such member is not engaged in rehabilitative employment or training which has been approved by the Plan Adjudicator, then Long Term Disability benefits to such member will cease upon expiration of the initial twenty-four (24) month period.

"Initial twenty-four (24) month period" when used in reference to the Long Term Disability Plan shall mean a twenty-four (24) month period beginning on the date a member commences receiving Long Term Disability benefits and during which time

the member is continuously disabled from the duties of their regular position including any period of time defined in Part II Articles 4.10, 4.11 and 4.12.

In accordance with the terms of Part II Article 4.10, the period of rehabilitative employment and/or training may be extended beyond twenty-four (24) months and this extension shall be included as part of the definition of “initial twenty-four (24) period”.

“An occupation for compensation or profit for which the member is reasonably suited by reason of training, education and experience” when used in reference to the Long Term Disability Plan shall mean an occupation which provides the member with minimum gross earnings equal to fifty percent (50%) of their regular rate of pay. The regular rate of pay shall be adjusted each January 1 by the percentage change in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30.

#### 4.06 Duration of Benefits

Eligibility for Long Term Disability benefits will cease upon the earliest of the following dates:

- 4.06.01 The date the member attains age sixty (60).
- 4.06.02 The date the member is no longer disabled as defined by the terms of this Plan.
- 4.06.03 The date the member dies.
- 4.06.04 In the case of a member who is laid off from the City, the date such layoff becomes effective. This clause shall not apply when the period of disability commences and the employee was eligible to receive Short Term Disability or Long Term Disability benefits, prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective.
- 4.06.05 The date the member is terminated from the employ of the City unless the member is engaged in approved rehabilitative employment with another employer.

#### 4.07 Level of Benefits Provided

Unless otherwise provided in this Agreement, the Long Term Disability benefit shall be an amount equal to a percentage of the annualized regular rate of pay of the position to which the member was permanently appointed or serving the required probationary period or trial term thereof on the date they were first eligible for Long Term Disability benefits. The annualized regular rate of pay for full time members shall be calculated by multiplying the hourly regular rate of pay times the scheduled hours of work or, if the member's regular rate of pay is a bi-weekly rate, then multiplying the bi-weekly rate times twenty-six point one (26.1). The percentage of annualized regular rate of pay which is paid as the Long Term Disability benefit shall be in accordance with the following:

LEVEL OF BENEFITS PROVIDED	
Annualized Regular Rate of Pay	Long Term Disability Benefit (Percentage of Annualized Regular Rate of Pay)
\$45,000.99 or less	60%
\$45,001 to \$50,000.99	58%
\$50,001 to \$60,000.99	56%
\$60,001 to \$70,000.99	54%
\$70,001 or more	52%

The maximum monthly benefit payable shall not exceed four thousand dollars (\$4,000.00). Effective September 1, 2005 the monthly maximum benefit under this plan will increase to five thousand dollars (\$5,000.00). The new maximum will apply to employees who become disabled or after September 1, 2005. The Long Term Disability benefit payable shall be paid monthly, in arrears, and shall be determined by dividing the annual benefit payable by twelve (12).

The amount determined above shall be reduced by any amounts the member may be entitled to from the sources set out as follows:

- 4.07.01 Benefits to which the member is entitled as a result of their disability from the Canada Pension Plan and/or Quebec Pension Plan, except those Canada Pension Plan and/or Quebec Pension Plan disability benefits payable on behalf of the member's dependents. Any cost of living increases to Canada Pension Plan and/or Quebec Pension Plan disability benefits after commencement of Long Term Disability benefits will not affect the amount of Long Term Disability benefit payable.
- 4.07.02 Any monthly income payable as a result of the member's disability from any plan not personally contracted for by the member including those plans for which the member has made contributions as a result of Provincial or Federal legislation.
- 4.07.03 Any other disability benefits payable to the member as a result of Provincial or Federal legislation, including non-insured health benefits (NHIB). Notwithstanding the above, the City's Plans will be considered the first payer with respect to Employment Insurance disability benefits only, subject to the requirements of the Employment Insurance Premium Reduction Program.
- 4.07.04 Any monies received from the Crimes Compensation Board.
- 4.07.05 Any monies received from self employment income unless the employment is part of an approved rehabilitation program wherein the provisions of Part II Articles 4.11 and 4.12 would apply.

#### 4.08 Lump Sum Settlements

In the event that a member receives a lump sum settlement which includes a payment for loss of income from any source not personally contracted for by the member, including a civil suit arising from the accident or illness giving rise to Long Term Disability benefits, the member shall have one of the following options:

- 4.08.01 In retaining the lump sum payment which is awarded for loss of income the lump sum payment shall be actuarially equated by a qualified actuary appointed by the Plan Adjudicator to a monthly amount based on pro-rating the lump sum payment over the remaining service life of the member to age sixty (60), and such monthly amounts shall be deducted from the amount of the monthly Long Term Disability benefit payable under this Plan. In calculating the monthly amounts to which the lump sum payment is actuarially equated, the actuary will assume that, on January 1 of each year, such monthly amount will be increased by the lesser of the percentage increase in the Consumer Price Index for the Edmonton Region during the twelve month period ending on the previous November 30, or five percent (5%).  
  
Where such monthly amounts exceed the monthly Long Term Disability benefit, the member, in accepting the lump sum payment, shall automatically release the City and the Union from any and all obligations to the member under this Plan.
- 4.08.02 The member may irrevocably assign the lump sum payment, which as awarded for loss of income, to the Long Term Disability Plan and the Plan shall then be obligated to continue Long Term Disability benefits to the member in accordance with the provisions of this Plan.

#### 4.09 Coverage Under Other Benefit Plans While Disabled

During the initial twenty-four (24) month period, a member who is receiving Long Term Disability benefits will continue to participate in the City's Group Life Insurance Plan, Dental Plan, Supplementary Health Care Plan, and Alberta Health Care Plan, in accordance with the terms and conditions of those Plans provided that they were a member of such Plans upon commencement of the payment of Long Term Disability benefits. Member contributions to such Plans will be paid by the Long Term Disability Plan except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. Regular deductions for Union dues shall continue to be made from the Long Term Disability benefit payable to the member. The City shall continue to make the necessary City contributions to all Plans.

- 4.09.01 If after expiration of the initial twenty-four (24) month period the member continues to receive Long Term Disability benefits, coverage under the City's Alberta Health Care Plan, Supplementary Health Care Plan and Dental Plan shall continue if the member opts to continue coverage in accordance with the terms of the Plans in question and member contributions to such plans shall be paid by the Long Term Disability Plan. The City shall continue to make the necessary City contributions to all Plans.
- 4.09.02 While in receipt of Long Term Disability benefits, a member shall continue to belong to the Local Authority and Supplementary Pension plans. Member and City contributions shall continue to be made to such plans based on the rate of pay prescribed under the Local Authority and Supplementary Pension plans. Member contributions shall be paid by the Long Term Disability Plan.
- 4.09.03 A member who is in receipt of Long Term Disability benefits shall continue to be eligible to receive service pay, bus passes, tool allowance, telephone allowance and uniform cleaning allowance until the expiration of the initial twenty-four (24) month period following commencement of Long Term Disability benefits.

#### 4.10 Rehabilitative Employment and Training

During the initial twenty-four (24) month period following commencement of Long Term Disability benefits, members who are in receipt of Long Term Disability benefits may be required to engage in rehabilitative employment and/or training, which is/are approved by the Plan Adjudicator. For the first one hundred and twenty (120) calendar days after being approved for rehabilitative employment, members shall not be obligated to accept placement into any position which is not within the scope of this Agreement.

Members who are engaged in rehabilitative employment in a position which is not within the scope of this Agreement shall be given a general priority on permanent vacancies which occur within the scope of this Agreement, provided they are qualified for such vacancies. The general priority shall not override the rehire provisions, promotion provisions or any other terms of any Collective Agreement.

Members who refuse to enter into or fully participate in approved rehabilitative employment and/or training shall have their Long Term Disability benefits discontinued effective upon the date they would have commenced such employment and/or training. However, in no case will a member be allowed to participate or be compelled to participate in any rehabilitative employment and/or training without the approval of the Adjudicator, the consent of the member's attending physician and the approval of the City. In the event that these three parties cannot unanimously agree as to the member's ability to engage in rehabilitative training and/or employment, then the matter shall be referred to a review panel for final decision. The review panel shall be comprised of the Plan Adjudicator, the physician representing the member and an independent physician selected by these two

parties. If these two parties cannot agree upon the selection of an independent physician within fourteen (14) calendar days, the selection shall be made by the Alberta College of Physicians and Surgeons. The decision of the majority of the review panel members shall be final and binding on the member, the City, and the Union. The City and the Union shall be notified of the meeting of the review panel and shall each have the option of having an observer during the meeting of the review panel. If observers do not attend, the review panel shall not be obligated to reschedule the meeting.

The rehabilitative employment and or training may include one or more of the following activities:

- 4.10.01 employment in an occupation which is compatible with the nature of the disability and the medical prognosis, or
- 4.10.02 participation in a formal secondary, vocational or post secondary training program, or
- 4.10.03 such other arrangements which are judged by the City to be in the best interests of the member, the City and the Plan.

#### 4.11 Rehabilitative Employment and/or Training With the City

If, during the initial twenty-four (24) month period following commencement of Long Term Disability benefits, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position, but is capable of performing rehabilitative employment with the City, and the member engages in such rehabilitative employment, then the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will be reduced to fifty percent (50%) of the amount by which the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits exceeds the regular rate of pay of the rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in the rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).

- 4.11.01 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment and/or training with the City, such member will continue to participate in applicable City benefit plans based on their regular rate of pay on the date they first became eligible to receive Long Term Disability benefits provided they were a member of such Plans upon commencement of the payment of Long Term Disability benefits. Member contributions to other applicable City benefit plans will be paid by the Long Term Disability Plan, except that, if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan will be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.
- \* 4.11.02 If, during the initial twenty-four (24) month period, a member engages in rehabilitative employment with the City, and becomes unable due to personal non-occupational disability, to perform the duties of the rehabilitative employment, they shall be eligible to receive Short Term Disability benefits in accordance with the provisions of Part I Article 3.03 based upon the regular rate of pay of the rehabilitative employment. Any Long Term Disability benefits payable in accordance with this article will continue during the period for which the member is receiving such Short Term Disability benefits. If the periods of absence exceed the period of time contemplated in Part I Article 3.03, the member shall receive Long Term Disability benefits for the period in excess of the interval contemplated in Part I Article 3.03 based on their regular rate of pay on the date they first became eligible for Long Term Disability benefits.

\* 4.12 Rehabilitative Employment and/or Training With an Employer Other Than the City

- 4.12.01 If, during the initial twenty-four (24) month period, a member remains unable, due to personal non-occupational disability, to perform the duties of their regular position but engages in gainful rehabilitative employment with another employer, and such outside rehabilitative employment is approved by the Plan Adjudicator, the Long Term Disability benefits will continue for the balance of the initial twenty-four (24) month period. However, the Long Term Disability benefits will reduce to 50% of the amount by which the member's bi-weekly rate of pay on the date they first became eligible for Long Term Disability benefits exceeds the average bi-weekly income from such approved outside rehabilitative employment provided always that the resultant amount is not less than the Long Term Disability benefit the member was receiving prior to engaging in rehabilitative employment, nor greater than the member's regular rate of pay on the date they first became eligible to receive Long Term Disability benefits (adjusted by any negotiated increases).
- 4.12.02 A member who is engaged in approved rehabilitative employment with another employer and who is in receipt of Long Term Disability benefits in accordance with this article shall continue their participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan and Group Life Insurance Plan unless they have similar coverage under other such plans. Member contributions to City plans shall be paid by the Long Term Disability Plan, except that if the member qualifies for the waiver of premium benefit under the Group Life Insurance Plan, no member contributions to the Group Life Insurance Plan shall be required while the member so qualifies. The City shall continue to make the necessary City contributions to all applicable Plans.
- 4.12.03 A member who is engaged in approved rehabilitative employment with another employer, and who is in receipt of Long Term Disability benefits in accordance with this article shall continue to belong to applicable pension plans provided this is consistent with the regulations of the pension plans. Member and City contributions to such plans shall continue to be made based on the rate of pay prescribed under the applicable pension plans. Member contributions shall be paid by the Long Term Disability Plan.
- 4.12.04 When a member's participation in the City's Alberta Health Care Plan, Supplementary Health Care Plan, Dental Plan, Group Life Insurance Plan or applicable pension plans is continued in accordance with this article, it is specifically provided that their participation in such plans will cease upon expiration of the initial twenty-four (24) month period or when the member no longer continues to receive Long Term Disability benefits, whichever occurs first.
- 4.12.05 When a member engages in employment for gain and such employment has not been approved by the Plan Adjudicator, then the member's eligibility for Long Term Disability benefits shall cease on the date they commenced such employment and no further benefits shall be payable to such member from the Long Term Disability Plan.

4.13 Limitations and Exclusions

- 4.13.01 No Long Term Disability benefits will be payable for a period during which the member is not under the care and treatment of a physician or psychiatrist legally licensed to practice medicine. If such attending physician or psychiatrist is not legally licensed to practice medicine in Canada, approval from the Plan Adjudicator must be obtained.

- 4.13.02 No Long Term Disability benefits are payable for a period of disability which commences during the twelve (12) month period following initial membership in the Long Term Disability Plan if such disability results directly or indirectly from an injury or illness for which medical treatment was received or prescribed drugs taken during the one hundred and eighty (180) day period prior to becoming a member of the Long Term Disability Plan. An employee who is ineligible to receive Long Term Disability benefits during such twelve (12) month period shall not be eligible to participate in the Long Term Disability Plan unless they return to work or has been actively employed with the City for a period at least ten (10) consecutive working days commencing on the date following the completion of the twelve (12) month period referred to in this article.

#### 4.14 Recurring Disabilities

- \*\* Return to work is defined as returning to regular or pre-disability duties and hours of work, and excludes any paid or unpaid leaves of absence, with the exception of jury duty and bereavement leave. In situations where the member requires a permanent accommodation, return to work will be defined as being when the member has been confirmed in the permanent accommodated position.
- \* 4.14.01 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within one hundred and twenty (120) calendar days of their return to work due to causes related to the earlier disability, and the second period of disability covers ten (10) working days or more, and the second period of disability is not fully covered by the Short Term Disability Plan, then the second period of disability shall be considered as an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- \* 4.14.02 A member who returns to work for the City after a period of disability during which Long Term Disability benefits were paid and becomes disabled again within twenty (20) calendar days of their return to work due to causes unrelated to the earlier disability and the second period of disability is not fully covered by the Short Term Disability Plan, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- \* 4.14.03 A member who returns to work in approved employment with another employer, after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within one hundred and eighty (180) calendar days of their return to work due to causes related to the earlier disability, then the second period of disability shall be considered as an extension of the earlier period of disability of disability and Long Term disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.
- 4.14.04 A member who returns to work in approved employment with another employer after a period of disability during which Long Term Disability benefits were paid, and becomes disabled again within thirty (30) calendar days of their return to work due to causes unrelated to the earlier disability, then the second period of disability shall be considered an extension of the earlier period of disability and Long Term Disability benefits shall recommence immediately based on the member's regular rate of pay on the date the second period of disability began.

#### 4.15 Long Term Disability Plan Advisory Board/Cost of Living Increases

A Long Term Disability Plan Advisory Board shall be established to advise the Plan Administrator in accordance with the following:

- 4.15.01 The Board shall be composed of three (3) representatives from the City and three (3) representatives from the Union.
- 4.15.02 The Board shall review and consider an annual actuarial valuation and report.
- 4.15.03 Based on the financial position of the plan as considered in Part III Article 4.15.02, the Board shall have the authority to recommend to the Plan Administrator administrative practices and yearly adjustments to Long Term Disability payments which are in progress.

## 5 Income Replacement Plan (IRP) Payout

- 5.01 The IRP was replaced by the Short Term Disability and Long Term Disability Plans effective March 10, 1991. Calculation of the IRP payout is as per Part III Article 5, Wind-up of Former Income Replacement Plan, Part II, Health and Welfare Benefits signed March 4, 1991. Members with a positive balance in the former IRP as per the above mentioned calculation shall be entitled to a payout as per Part III Articles 5.02, 5.03, 5.04 and 5.05 only.
- 5.02 Upon resignation, members shall receive a lump sum payment from the City equal to one half (0.5) the amount they would have received had they retired to pension from the service of the City on the date of their resignation. For the purposes of this article a layoff shall be considered as a resignation. Members terminated for cause shall not be eligible for a lump sum payment.
- 5.03 The Union and its respective members relinquish all rights to any monies in the Income Replacement Plan Payout (except as required for lump sum payments under this article), as of date of implementation of the Long Term Disability Plan and thereafter, and such monies shall be retained by the City.
- 5.04 Layoff shall not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this article and the provisions of Part III Article 5.02 shall apply.
- 5.05 The lump sum payouts which are established for members shall be retained by the City until payment is made to the member. Such lump sum payouts shall be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

## 6 Group Life Insurance Plan

6.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Group Life Insurance Plan. The City shall pay fifty percent (50%) of the premium and the member shall pay fifty percent (50%) of the premium through payroll deduction.

6.02 Monies which accrue as a result of favourable experience shall be retained in a fund to be applied to offset costs at a future date. However, if there is no favourable experience fund, costs which accrue as a result of experience under this Plan or which have accrued as a result of experience under a previous plan shall be shared equally by the City and the members of the Plan. In the event of termination of this Group Life Insurance Plan, monies from any favourable experience fund shall be shared equally between the City and those who are members at that time.

6.03 All members shall be insured for lump sum benefit amounts based on their declared dependency status, as specified in the following schedule:

With Dependents	Without Dependents
2.5 times the member's basic annualized regular rate of pay.	1 times the member's basic annualized regular rate of pay.

6.04 A member's Group Life Insurance shall cease thirty-one (31) days after termination of employment or thirty-one (31) days after the member attains age sixty (60), whichever occurs earlier.

6.05 Dependents of a member shall be insured for lump sum benefit amounts based on the following:

Spouse of Member	Dependent Children
\$10,000	\$5,000/dependent

The members shall pay for one hundred percent (100%) of the premium costs of such insurance through payroll deduction. The City shall not make contributions in respect to this portion of the Group Life Insurance Plan.

6.06 The Group Life Insurance benefits specified herein shall be subject to the terms and conditions of the insurer's contract.

## 7 Alberta Health Care Plan

A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Alberta Health Care Insurance Plan through the City, unless the employee has coverage by virtue of a spouse's membership in the Plan. The member shall pay fifty (50) percent of the premium by payroll deduction and the City shall pay fifty (50) percent of the premium. The specific provisions of the Alberta Health Care Insurance Plan shall take precedence over any provision under Part II.

## \* 8 Supplementary Health Care Plan

- \* A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Supplementary Health Care Plan unless they are covered by a similar plan or the employee has coverage by virtue of a spouse's membership in the Plan. Employees who are eligible for membership but do not become members of the Supplementary Health Care Plan as of their eligibility date, due to other plan membership, including another City Supplementary Health Care Plan, may only join the plan within thirty days of a Life Event, Part I Article 3.12. Employees who are members of the Supplementary Health Care Plan, and elect to subsequently opt out of the Plan due to membership in another Supplementary Health Care Plan, including another City Supplementary Health Care Plan, may do so only within thirty days of a Life Event. The City shall pay fifty percent (50%) of the cost of this Plan and the member shall pay fifty percent (50%) of the cost by payroll deduction.

### RETIREE PARTICIPATION

A member who retires prior to age 60 may continue participation in the City's Supplementary Health Care Plan by paying the full premiums (City and employee share) on a monthly basis.

Retiring members who opt to continue coverage in the Supplementary Health Care Plan must remain members of such plan until the member's 65<sup>th</sup> birthday, unless one of the termination conditions outlined herein apply.

Coverage for the retired member participating in the plan terminates:

- ♦ on the retiree's 65<sup>th</sup> birth date, or
- ♦ on the 91<sup>st</sup> day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ at the end of the month in which the retiree dies; or
- ♦ on the date the retiree opts out of the Supplementary Health Care Plan due to a life event,

whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- ♦ on the spouse's 65<sup>th</sup> birth date (if before retiree's 65<sup>th</sup> birth date), or
- ♦ on the retiree's 65<sup>th</sup> birth date, or
- ♦ on the 91<sup>st</sup> day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- ♦ on the date the retiree opts out of the Supplementary Health Care Plan due to a life event,

whichever occurs first.

### TERMINATION OF A MEMBER OR DEPENDENT'S PARTICIPATION

Member/Dependent participation in this Plan shall terminate on:

- ♦ in the case of a member, the date of termination of employment with the City; or
- ♦ in the case of a dependent, the date on which they cease to fall within the definition of a dependent, as specified herein;
- ♦ in any case, on the date of the member's sixtieth (60) birthday.

### PLAN BENEFITS

This Plan shall provide benefits to members and eligible dependents of members in accordance with the following:

## 8.01 Supplementary Hospital Benefits

- 8.01.01 Hospital benefits shall be provided for a member and/or a member's dependents confined in whole or in part by reason of pregnancy, except in instances where such confinement commenced prior to joining the Plan and continued thereafter and except in instances where the employment of a member terminated prior to such confinement.
- 8.01.02 Hospital benefits in any calendar year are provided for members and/or dependents of members in respect of charges applicable to voluntary confinements in a mental hospital in the Province of Alberta for a period of up to sixty (60) calendar days commencing on the one hundred and twentieth (120th) calendar day of such confinement and ending on the one hundred and eightieth (180th) calendar day of such confinement. The liability of this Plan under this clause shall be limited to a maximum of the standard ward rate per day for any one confinement in a calendar year.
- 8.01.03 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan, for a hospital located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate. A member who is confined in a private ward shall be responsible for any charges for such ward which are in excess of the semi-private ward rate.
- 8.01.04 Hospital charges, in excess of those paid by the Alberta Health Care Insurance Plan for a hospital not located in the Province of Alberta, shall be paid by this Plan provided that no payment shall be made for charges in excess of the semi-private ward rate or forty dollars (\$40.00) per day, whichever is lower.

## 8.02 Major Medical Benefits

The member shall pay the first thirty dollars (\$30.00) of eligible major medical expenses incurred in a calendar year and this Plan will pay eighty percent (80%) of the amount in excess of thirty dollars (\$30.00) in such calendar year (unless otherwise specified herein). Eligible expenses may be claimed by a member in accordance with the following:

Effective September 4, 2005, the City will utilize a "pay direct" method of reimbursement for prescription drugs. Members of the Supplementary Health Care Plan will be provided with a drug card.

- 8.02.01 The drug formulary (also called the drug benefit list) shall be proactively managed by the adjudicator. New drug products introduced to market shall be reviewed by the adjudicator to determine the viability of including the drug in the drug formulary. Charges for drugs, medicines, allergy serums, allergy serum extracts, asthmatic drugs, and insulin are covered within the drug formulary provided the following criteria are met.
- 8.02.01.01 Defined drugs requiring a prescription by Provincial or Federal Law, prescribed by a licensed prescriber, available for sale at a licensed pharmacy and dispensed by a licensed pharmacist.
- 8.02.01.02 Defined drugs not requiring a prescription by law; however are prescribed by a licensed prescriber and are only available for sales under the direct supervision of a pharmacist.
- 8.02.01.03 Over-the-counter (OTC) drugs are excluded.
- 8.02.01.04 Where there is a Least Cost Alternative (LCA) product, within a set of interchangeable drug products, the drug plan will pay the cost of the LCA drug only. However, if an employee's doctor indicates in writing it is medically necessary for them to take a specific drug without substitution that is not the approved LCA, the plan will pay on the basis of the

- prescribed drug.
- 8.02.02 For charges of professional ambulance services when required due to illness or injury, this includes air transportation where ground transportation is either not available or not medically recommended. Such charges are limited to those incurred within Canada.
- 8.02.03 The Plan shall pay a maximum of two thousand dollars (\$2,000.00) per calendar year for the usual and reasonable costs of artificial limbs (excepting myoelectric controlled prosthesis), artificial eyes, braces which incorporate a rigid support of metal or plastic, trusses, cervical collars and breast prosthesis as a result of mastectomy, manufactured according to the specifications on the written order of a physician and necessary repairs or replacement of such appliances if such repairs or replacement are performed on the written order of a physician. All such appliances must be required to treat an existing medical condition. Repair or replacement of a breast prosthesis shall not require a written order of a physician, however, such replacement or repair shall be limited to once in each twenty-four (24) month period.
- 8.02.04 The Plan shall pay a maximum total of two thousand dollars (\$2,000.00) per calendar year, for medical care, on the written order of a physician, in the member's home, to a member or member's dependent, by a practical or registered nurse who is not related to the member or their dependents. Homemaking services are not included. This benefit shall be limited to situation where it is medically shown that the person in respect of whom the services rendered is suffering from a chronic and/or debilitating condition.
- 8.02.05 The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for the services of a clinical psychologist engaged in the treatment of a mental or emotional illness of a member or their dependents except that the member may only submit for reimbursement, fifty percent (50%) of the hourly costs for each treatment session. However, submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.06 The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for the usual and reasonable costs for the purchase or rental of:
- 8.02.06.01 Respiratory equipment, including oxygen;
- 8.02.06.02 Inhalation devices for the delivery of inhaled asthmatic medication on the written order of a physician;
- 8.02.06.03 Machines for use by diabetics, on the written order of a physician, to monitor glucose reimbursed at fifty percent (50%) and limited to one such machine per person in each five year period;
- 8.02.06.04 Air cleaning devices, ionizing machines, vaporizers and humidifiers are excluded.
- 8.02.07 Usual and reasonable charges for colostomy, ileostomy, urostomy and adult incontinence supplies upon written order of a physician.  
Usual and reasonable charges for the supplies required for the administration of insulin (syringes and needles) and testing materials used by diabetics, upon written order of a physician.
- 8.02.08 The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for services rendered by a qualified physiotherapist. The Plan shall not make any payment for services rendered that such person is entitled to at no cost under the Provincial Community Rehabilitation Program, and until the member/dependent has received treatment amounting to two hundred and fifty dollars (\$250.00) per benefit year as defined by the Alberta Health Authorities (April 1 - March 31).

- 8.02.09 The Plan shall pay a maximum of one thousand dollars (\$1,000.00) per calendar year for services rendered by a licensed chiropractor. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. Members may only submit for reimbursement seventy-five percent (75%) of the costs for each treatment session. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim. However, submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.10 The Plan shall pay a maximum of five hundred dollars (\$500.00) per calendar year for services rendered by a licensed podiatrist. The Plan shall not pay for such services until the allowable limits under the Alberta Health Care Plan have been reached. A letter from Alberta Health Care stating the date the maximum was attained shall be submitted with the claim.
- 8.02.11 Effective May 5, 2005, the Plan shall pay a maximum of five hundred dollars (\$500.00) per calendar year for acupuncture services, provided it is administered as a pain reliever or anaesthetic. Members may only submit for reimbursement fifty percent (50%) of the costs for each treatment session. However, submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.12 The Plan shall pay a maximum of one thousand dollars (\$1,000.00) in any five (5) consecutive calendar year period for the purchase and repair of hearing aids as prescribed by a physician. Members may only submit for reimbursement of fifty percent (50%) of incurred costs. Maintenance, batteries and recharging devices are excluded. However, submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.13 The Plan shall pay fifty-five dollars (\$55.00) per covered person in any two (2) consecutive calendar year period for eye examination administered by an optometrist or ophthalmologist. Reimbursement shall be based only on amounts not paid by Alberta Health Care.
- 8.02.14 The supplies noted in this article will only be provided under this Plan if they are not provided by the Alberta Aids to Daily Living Plan or any similar plan which provides these benefits to members at no cost.
- 8.02.15 The Plan shall pay a maximum of two hundred and fifty dollars (\$250.00) for each covered person once in each two-year period for the usual and reasonable costs of orthopaedic appliances, upon the written order of a physician. All such appliances must be required to treat an existing medical condition. Submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.16 Once all government funding has been fully accessed, the Plan shall pay a maximum of five hundred dollars (\$500.00) per calendar year for services provided by a speech therapist. Services provided by a speech therapist for members, their spouses or dependents over the age of eighteen (18) years shall not be covered. Submitted expenses shall be one hundred percent (100%) paid for by the Plan provided the member has paid the first thirty dollars (\$30.00) as provided in Part II Article 8.02.
- 8.02.17 Claims must be received no later than April 30 of the calendar year following the year in which the expense was incurred and shall include all receipts, drug names, first and family names of individuals receiving drugs or services and dates when services were provided. Claims received on or after May 1 will not be eligible for reimbursement.

#### 8.02.18 Accidental Dental Care

Effective September 4, 2005, the Supplementary Health Care Plan will reimburse 100 % of Customary and Reasonable charges for the repair, extraction and/or replacement of natural teeth damaged by a direct accidental external blow to the mouth. The injury must occur on or after September 4, 2005 to be eligible for reimbursement. The repair, extraction and or replacement must take place within twelve (12) months of the accidental injury.

8.03 This Plan does not provide payment for any item not specifically provided for as being paid by the Plan in this Agreement.

8.04 For the purposes of this Plan, the following definitions will apply:

##### 8.04.01 Hospital

An institution which is legally constituted as a hospital which is open at all times and is operated primarily for the care and treatment of sick and injured persons as inpatients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four (24) hour nursing service by graduate registered nurses, which provides organized facilities for diagnosis and major surgery, and which is not primarily a clinic, nursing, rest, or convalescent home or similar establishment. An institution which is principally a home for the aged, rest home or nursing home, will not be considered a hospital for the purpose of this Plan. The definition shall include the Glenrose Hospital.

##### 8.04.02 Physician

Only a duly qualified physician who is legally licensed to practice medicine.

##### 8.04.03 Mental Hospital

An accredited psychiatric hospital as recognized by the Alberta Health Care Insurance Commission or, alternatively, a hospital which provides accredited psychiatric services as a part of total patient care and whose psychiatric services are recognized by the Alberta Health Care Insurance Commission.

## 9 Dental Plan

- 9.01 A probationary employee who has completed ninety (90) calendar days of continuous employment with the City since the last date they commenced employment as a probationary employee with the City, or a permanent employee, shall be a member of the Dental Plan, unless such employee provides satisfactory proof of membership in another Dental Plan or the employee's spouse is a member of this Plan.
- 9.02 The City shall pay sixty-five percent (65%) and the member shall pay thirty-five (35%) of the required premium by payroll deduction.

### 9.03 Dental Plan Benefits

The Dental Plan shall provide benefits to members and eligible dependents. Members shall be eligible for reimbursement in respect of covered benefits and services rendered in accordance with the following:

- 9.03.01 One hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and certain oral surgical services, periodontics (treatment of gum diseases), endodontics (root canal work), removable prosthodontics (removable dentures), and the additional services of applicable anaesthesia, house/hospital visits and special office visits.
- 9.03.02 Eighty percent (80%) reimbursement for work on existing fixed prosthodontics (crowns and bridges), major restorative and other services (re-cementing of inlays/onlays and crowns, removal of crowns and inlays/onlays, retentive pre-formed posts).
- 9.03.03 Fifty percent (50%) reimbursement for new fixed prosthodontics (crowns and bridges) and major restorative benefits.
- \* 9.03.04 Fifty percent (50%) reimbursement for orthodontic services subject to a maximum lifetime payment in respect of any covered person of two thousand five hundred dollars (\$2,500).

### 9.03.05 Tooth Implants

- \*\* As the Plan provides reimbursement for fifty percent (50%) of the cost of a bridge, the parties agree to allow tooth implant reimbursement at fifty percent (50%) of the cost to a maximum of one thousand two hundred fifty dollars (\$1,250) per member. A frequency limitation of two (2) implants per calendar year shall apply.

In addition to the implant maximum, the cost of the appliance on top of the implant (that is, the crown) will be reimbursed at a rate of fifty percent (50%) of the cost of the crown.

- 9.04 Employees who are eligible for membership but who do not become members of the Dental Plan as of their eligibility date, due to membership in another Dental Plan, may subsequently become members of this Dental Plan subject to the provision that, during the twelve (12) calendar months following the date of joining this Plan, benefits shall be restricted to one hundred percent (100%) reimbursement for diagnostic, preventive, minor restorative and minor surgical services. Following the completion of the twelve (12) calendar month period, such members shall be eligible for the full benefits as described in Part II Article 9.03. Employees who are members of the Dental Plan, and elect to subsequently opt out of the Plan due to membership in another Dental Plan, including another City Dental Plan, may do so only within thirty days of a Life Event, Part I Article 3.12.
- 9.05 In this Plan, the percentage reimbursement provided in respect of any benefit or service shall, in all cases, be calculated on the basis of the dentist's bill or the applicable fee as described in the current Alberta Blue Cross Usual and Customary Dental Fee Guide, whichever is the lesser.

- 9.06 In the event that the expected cost of treatment or service exceeds five hundred dollars (\$500.00), the member should submit the proposed treatment or service plan, completed and signed by the dentist, to the administrative agent for review. The member shall then be informed as to the extent of the liability of the Plan and can determine whether or not they wish to proceed with the proposed treatment or service plan. The procedure is for the convenience of the member and shall not be required in the case of emergency treatment where sufficient time is not available to submit such a plan. However, under no circumstances shall the Plan be liable to pay costs, of any dental treatment or service, which exceed the amount of liability as established under Part III Article 9.06.

## 9.07 Limitations and Exclusions

### 9.07.01 X-Rays

No reimbursement shall be made in respect of charges for a complete series of x-rays where such a series has been taken more than once in a twenty-four (24) calendar month period or in respect of charges for bite-wing films, where such films have been taken more than once in a twelve (12) month period. Bite-wing films for dependents under the age of eighteen (18) shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.

### 9.07.02 Oral Examinations

Complete oral examinations more than once in a twenty-four (24) month period or recall examinations more than once in a twelve (12) month period, shall not be allowed for reimbursement. Recall examinations for dependents under the age of eighteen (18) years shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.

### 9.07.03 Cleaning and Fluoride Treatments

Cleaning or scaling of teeth and fluoride treatments shall be covered only once in a six (6) month period.

- 9.07.03.01 Cleaning and Fluoride Treatments – Cleaning and fluoride shall be covered only once in a twelve (12) month period except that for dependents under the age of eighteen (18) years cleaning and fluoride treatments shall be covered twice in each twelve (12) month period provided they are at least six (6) months apart.
- 9.07.03.02 Scaling – Scaling of teeth at the time of cleaning or in the treatment of gum diseases shall be limited to a maximum of 32 time units per covered person in any twelve (12) month period.

### 9.07.04 Dentures, Crowns and Bridges

This plan does not provide reimbursement in respect of the following charges:

- 9.07.04.01 charges for the replacement of mislaid, lost, or stolen appliances;
- 9.07.04.02 charges for any crowns, bridges or dentures for which impressions were made prior to the effective date of the member's coverage;
- 9.07.04.03 charges for the replacement of an existing partial or full removable denture, or fixed bridgework, by a new denture or new bridgework; or charges for the addition of teeth to an existing partial removable denture or to existing bridgework unless:
- 9.07.04.03.01 the replacement or addition of teeth is required to replace one or more natural teeth extracted while under the Plan; or
- 9.07.04.03.02 the existing denture or bridgework was installed at least five (5) years prior to a necessary replacement, or the existing denture or bridgework

- cannot be made serviceable; or
- 9.07.04.03.03 the existing denture is an immediate temporary denture replacing one or more natural teeth and replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture.
- 9.07.05 There shall be no coverage or reimbursement under this Plan in respect of the following:
- 9.07.05.01 charges for any treatment or procedure not rendered or prescribed by a dentist or dental therapist who is legally licensed to practice within their scope;
- 9.07.05.02 charges for any treatment or procedure for which a member has coverage under The Workers' Compensation Act or similar law;
- 9.07.05.03 charges for services or benefits which are unnecessary, payable for by any other source, or are prohibited by legislation;
- 9.07.05.04 charges for dental treatment required as a result of self-inflicted injury;
- 9.07.05.05 charges made by a dentist for broken appointments or for completion of claim forms;
- 9.07.05.06 charges for dental care or treatment which is only for cosmetic purposes;
- 9.07.05.07 charges for treatment in respect to injuries sustained as a result of committing or attempting to commit an indictable offence;
- 9.07.05.08 charges for services rendered while not a member of this Plan;
- 9.07.05.09 charges resulting from orthodontic services or treatment prior to the effective date of the member's coverage for orthodontic benefits;
- 9.07.05.10 charges for oral rehabilitation procedures whether performed by a general practitioner or prosthetic specialist, including those procedures listed in the 1988 Alberta Dental Association Fee Schedule from 69100 to 69300 inclusive;
- 9.07.05.11 charges resulting from injury due to voluntary participation in a riot or civil insurrection;
- 9.07.05.12 services or supplies intended for sport or home use, such as mouthguards; and/or
- 9.07.05.13 charges for which the claim is submitted more than ninety (90) calendar days after the date the charge was incurred.
- 9.07.05.14 charges for which a claim has already been submitted for reimbursement by a member's spouse.
- 9.08 In the event of death, retirement or termination of a member, coverage of benefits shall extend thirty (30) calendar days beyond the date of the last premium payment but such coverage shall be limited to the applicable reimbursement for treatments or services which commenced within the ninety (90) calendar day period prior to the date of the last premium payment.

\* **9.09 Retiree Participation**

A member who retires prior to age sixty (60) may continue participation in the Dental Plan by paying the total premiums (City and employee portions) on a monthly basis.

Retiring members who opt to continue coverage in the Dental Plan must remain members of such Plan until the member's 65<sup>th</sup> birthday, unless one of the following termination conditions outlined herein apply.

Coverage for the retired member participating in the plan terminates:

- ♦ on the retiree's 65<sup>th</sup> birth date, or

- on the 91<sup>st</sup> day the retiree ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- at the end of the month in which the retiree dies; or
- on the date the retiree opts out of the Dental Plan due to a life event, whichever occurs first.

Coverage for the dependent spouse participating in the plan terminates:

- on the spouse's 65<sup>th</sup> birth date (if before retiree's 65<sup>th</sup> birth date), or
- on the retiree's 65<sup>th</sup> birth date, or
- on the 91<sup>st</sup> day the dependent spouse ceases to be a resident of the province and is no longer eligible for Alberta Health Care, or
- on the date the retiree opts out of the Dental Plan due to a life event, whichever occurs first.

- 9.10 A member who is disabled and who has been in receipt of Long Term Disability benefits in accordance with this Agreement may continue participation in this Plan, and the member's premium shall be paid for by the Long Term Disability Plan.

## 10 Health Care Spending Account

- 10.01 Each eligible permanent full-time employee will be provided with a Health Care Spending Account in the amount of \$500 commencing the first pay period of each year.
- 10.02 To be eligible for the \$500, permanent full-time employees must have completed the 90 day waiting period for benefits and be actively at work during the first pay period of each year. Actively at work means those employees who are at work for all or a portion of the first pay period of the year and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the first pay period of the year.
- 10.03 Permanent full-time employees who complete the 90 day waiting period for benefits after the first pay period in each year but before the pay period in which July 1<sup>st</sup> falls in the payroll year will be provided with a Health Care Spending Account of \$250.00 for permanent full-time employees providing that they are actively at work during the pay period in which July 1<sup>st</sup> occurs. Actively at work means those employees who are at work for all or a portion of the pay period in which July 1<sup>st</sup> occurs and includes those employees who are on maternity or parental leave, LTD, STD, WCB, vacation or other paid leave. It does not include employees who are on leave without pay within the pay period in which July 1<sup>st</sup> occurs.
- 10.04 The Health Care Spending Account credits (dollars) will be deposited in a lump sum to each permanent full-time employee's account in the first pay period of the year or the pay period in which July 1<sup>st</sup> occurs, depending on when the employee becomes eligible for the Health Care Spending Account.
- 10.05 To qualify for reimbursement from the Health Care Spending Account, the expense must be:
- i) a qualifying medical expense under the *Income Tax Act* (Canada);
  - ii) incurred after the date the Health Care Spending Account credits (dollars) have been deposited to the eligible permanent employee's account; and
  - iii) all other sources of reimbursement must have been accessed first.
- \* 10.06 Expenses may be submitted on behalf of eligible dependents as listed in Part II, Article 11.02.05 of the collective agreement.
- 10.07 All expenses incurred during the Policy Year must be submitted no later than April 30<sup>th</sup> following the end of the Policy Year.
- 10.08 At the end of the Policy Year, unused Health Care Spending Account credits (dollars) may be carried forward to the next Policy Year. Carried forward credits must be used within the Policy Year in which they were carried forward to avoid forfeiture.
- 10.09 All provisions of the plan will comply with Canada Revenue Agency's requirements for Health Care Spending Accounts.
- \* 10.10 The City will periodically prepare or arrange for the preparation of communication material outlining the terms and conditions of the plan.
- 10.11 Eligible employees shall only receive a Health Care Spending Account deposit at the beginning of each Policy Year or at the beginning of the pay period in which July 1<sup>st</sup> occurs of each Policy Year, but not both. This includes, but is not limited to, permanent full-time employees who leave the employ of the City and return within the same Policy Year or who transfer into another position whether that re-employment or transfer results in the employee occupying a position within the same bargaining unit, a different bargaining unit, within management, or which is

out-of-scope.

- 10.12 For the purposes of the administration of the Health Care Spending Account the phrase “Policy Year” refers to the period from the beginning of the first pay period of the year until the end of the pay period immediately prior to the first pay period of the next year. For instance, the 2008 Policy Year begins December 23, 2007 and ends December 21, 2008.

## 11 General Application of Plans

The following provisions apply to the Supplementation of Compensation Award provisions, Income Replacement Plan Payout, Short Term Disability Plan, Long Term Disability Plan, Supplementary health Care Plan, Group Life Insurance Plan, Alberta Health Care Plan and Dental Plan, as contained in this Agreement.

### 11.01 Subrogation Rights

- 11.01.01 In consideration of coverage pursuant to the terms of the plans provided for in this Agreement, all members covered by the said plans do hereby on their behalf and on behalf of their dependents assign to the City, all rights of recovery against any person or persons (the “responsible party”) whose action caused or contributed to an occurrence giving rise to the plans making payments to any such member or their dependents. To the extent that the payments made by the plans were caused by the conduct of the responsible party, the City shall be subrogated to any rights the member or their dependents may have against any such responsible party for any amounts paid pursuant to the said plans or for which the plans have assumed liability. This article shall apply even where the responsible party is the City or a person or persons for whom the City is vicariously liable.
- 11.01.02 If liability between the member or their dependent and the responsible party has been apportioned as between them (whether by judgment/order of the Court or by agreement as between the parties) or if causation has been attributed between the parties, the City’s recovery of any amounts paid or to be paid under the said plans shall be reduced by the percentage of liability apportioned or causation attributed to the member or their dependent. The member or their dependent shall not enter into any agreement apportioning liability or attributing causation that will affect the City’s claim without first obtaining the City’s prior written consent. The City shall not unreasonably withhold that consent.
- 11.01.03 The City may exercise its Subrogation Rights by bringing an action for recovery in the name of the member or their dependent or both directly against any responsible party. Alternatively, the City may assign its Subrogation Rights to the member or the member’s dependent in care of the solicitor representing such member or member’s dependent and the member or member’s dependents will advance a claim on behalf of the City in accordance with this clause. Such assignment will be on the basis that the City shall not be obliged to pay, by way of legal fees and costs in connection with collecting monies paid to the member by the plans, an amount exceeding fifteen percent (15%) of the amount recovered on behalf of the City.
- 11.01.04 The City shall pay into the appropriate plan or plans any monies received as a result of exercising the aforesaid subrogation rights less legal fees and costs incurred and the member’s status and/or entitlement within the affected Plan shall be restored to the extent of such monies returned to the Plan.

### 11.02 Limitations And Exclusions

- 11.02.01 Plans shall not make any payment on account of services rendered to the member or to a dependent of the member to which such person is entitled at no cost pursuant to law, due to a government operated program, or for which there is no cost to the member or their dependent because of other insurance against such cost, which has not been personally contracted for by the member. In all circumstances, co-ordination shall be done in accordance with the Canadian Life and Health Insurance Association Guidelines.
- 11.02.02 Any provision of the Plans which require alterations due to provincial or federal laws or regulations shall be negotiated between the City and the Union.

- 11.02.03 The Short Term Disability Plan, Long Term Disability Plan and Income Replacement Plan Payout shall not make any payment if a disability results directly or indirectly from:
- 11.02.03.01 committing or attempting to commit an indictable offence;
  - 11.02.03.02 intentional self-inflicted injury or illness;
  - 11.02.03.03 participation in a riot or civil insurrection;
  - 11.02.03.04 war, whether declared or undeclared;
  - 11.02.03.05 working for gain other than under an approved rehabilitation program;
  - 11.02.03.06 active duty with any armed force;
  - 11.02.03.07 drug or alcohol abuse unless and only during the time the member is receiving treatment under a Rehabilitative Program approved by the City;
  - 11.02.03.08 reasons other than personal illness or injury;
  - 11.02.03.09 an occupational illness or injury;
  - 11.02.03.10 injury or illness for which the member is not continuously under the regular care and attendance of a physician or psychiatrist legally licensed to practice in Canada.
  - 11.02.03.11 injury or illness for which the member is not fulfilling any treatment process if prescribed by the Plan Adjudicator.
- 11.02.04 No Short Term Disability, Long Term Disability benefits or Income Replacement benefits will be payable during the period a member is on leave of absence without pay.
- \* 11.02.05 For the purposes of all City benefits plans (except pension plans) an eligible dependent is defined to be a person in one of the following categories:
- a) Spouse – The definition of spouse will be consistent with Human Rights Legislation, and subject to the provisions of the legislation governing the applicable benefit plans, and either:
    - i) legal spouse of the member or,
    - ii) common law spouse who has co-habited with and been publicly represented as the member's spouse for a continuous one (1) year period or,
    - iii) A divorced spouse, who, as part of a divorce settlement, is dependent on the member for support. Evidence of the dependence of the divorced spouse will be required.

Where a spouse has previously been claimed as a dependent under the plans, a subsequent spouse may be claimed only if the member provides evidence that the second spouse qualifies under either i), ii) or iii) above. In such circumstances the previously claimed spouse shall be deleted.

Under no circumstances will a member be allowed to claim, as dependent, two (2) spouses at the same time.
  - b) Dependent Children (Children includes natural, legally adopted or stepchildren)
    - i) Unmarried children under age twenty-one (21) who are chiefly dependent on the member for support.
    - ii) Unmarried children under age twenty-five (25) who are attending school full-time and who are chiefly dependent on the member for support. Evidence that the child is in full time attendance at school will be required.
    - iii) Unmarried children of any age who are incapable of self-sustaining employment by reason of mental or physical handicap and who are chiefly dependent on the member for support. Medical evidence of the

incapacitation will be required.

A child of a common law spouse who is not also the member's child may be claimed as a dependent only if:

- i) The common law spouse satisfies the definition of dependent, and
  - ii) Evidence is provided that the child is chiefly dependent on the member for support.
- c) Other Dependents
- i) Any person who is wholly dependent on the member for support and for whom the member is entitled to an income tax deduction. Proof that the person is dependent on the member will be required.

For pension purposes, the definition contained in the applicable pension plan shall apply.

### 11.03 Validation of Claims

- 11.03.01 A member shall complete and submit any form, and perform any reasonable obligation required of him by the City or the Adjudicator of a plan, to substantiate and/or justify any claim for benefits. In the event that a member refuses to perform obligations required of him, any benefits and rights provided by these plans shall be suspended for the period that the member so refuses.
- 11.03.02 An employee/member who is in receipt of benefits from the Income Replacement Plan Payout, Short Term Disability Plan, Long Term Disability Plan or the Supplementation of Compensation Plan shall ensure that they are available at all times during receipt of benefits to perform any reasonable obligations required by the City or a Plan Adjudicator to substantiate and/or justify any claim for benefits. An employee/member who leaves the Edmonton area while in receipt of Short Term Disability Plan benefits, Long Term Disability benefits, or Workers' Compensation Supplementation without obtaining prior approval from the City or the appropriate Plan Adjudicator shall not be entitled to receive such benefits for the whole of the period which the employee is outside of the Edmonton area.
- 11.03.03 A claim for benefits arising from an illness or injury which occurred outside of the Province of Alberta must be supported by the submission of a medical certificate describing the illness or injury and signed by a licensed physician. Such claims are also subject to validation by one or more of the following processes as may be required by the City:
- 11.03.03.01 The submission of receipts for drugs prescribed during the illness or injury (such drugs to be subject to verification as appropriate);
  - 11.03.03.02 the submission of evidence that the physician from whom treatment was received and/or by whom the medical certificate was signed is a medical practitioner in good standing with the medical authorities in the province, state or country;
  - 11.03.03.03 completion of a medical assessment by a medical authority appointed by the City or Plan Adjudicator;
  - 11.03.03.04 such other processes as may be necessary to validate the claims.
- 11.03.04 An employee who has been absent from work due to a personal disability may be required to produce a medical certificate signed by a licensed physician which states that such employee is medically fit to return to the duties of their position, in order to be eligible to return to work.
- 11.03.05 An employee/member shall be responsible for ensuring the accuracy and validity of all claims.

#### 11.04 Benefit Entitlement During Full-Time Employment With the Union

An employee/member who has been granted leave of absence without pay for the purpose of performing full-time Union business shall be responsible for making the employee/member contributions to the Plans, and the Union shall be responsible for making the City contributions to the Plans in respect of such employee/member and the employee/member shall be eligible for benefits in accordance with the terms of the Plans. The regular rate of pay for such employee shall be the rate of pay received by the employee from the applicable Union except that Pension Plan contributions shall be determined by the regular rate of pay prescribed by the applicable pension board.

#### 11.05 Benefit Entitlement During Layoff

Employees who are laid off shall cease to be members of any benefit plans commencing on the effective date of layoff, unless specified otherwise in this Agreement.

## 12 Administration of Plans

- 12.01 A separate fund for premium contributions shall be established for each Plan as applicable. Annual statements reporting the experience, interest earnings or losses, and administrative costs of each of these Plans shall be prepared and provided to the Union. Contributions and interest earnings which accrue as a result of favourable experience shall be retained in each respective fund to offset costs, or such other uses which the parties may agree upon, at a future date. Any increase or decrease in respect of member contributions to Plans shall be applied.
- 12.02 In the event that a Plan makes a payment to a member which exceeds the amount which the member is entitled to receive according to the Collective Agreement, the City shall deduct from the member's pay cheque a dollar amount equal to the dollar amount which the employee received in excess of their entitlement and shall allocate such funds to the appropriate Plan.
- 12.03 The parties agree that although benefit entitlements in the Collective Agreement are expressed in days or portions thereof, the City may administer these benefits in hours provided there is no reduction in benefits as a result.
- 12.04 An advisory committee shall be formed in respect to each plan named in this Collective Agreement or the parties may mutually agree to establish one advisory committee to review all plans named in this Collective Agreement. Each committee shall make recommendations to the parties on administrative difficulties, investments and policy changes. Each advisory committee shall be composed of three (3) representatives from the Union and three (3) representatives from the City. The advisory committees for the Dental and Supplementary Health Care Plans shall be empowered to adjudicate appeals.

## 13 Edmonton Civic Employees Charitable Assistance Fund

A payroll deduction in the amount of one-quarter of one percent (0.25%) shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with list of employees from whom deductions have been made. Such deductions shall continue until such time as the Union established an alternative Charitable Assistance Fund, after which time contributions will be forwarded to the new fund.

## 14 Pensions

Eligible employees shall be members of Local Authority and Supplementary Pension plans in accordance with the provisions of said plans.

## PART III - PENSION PLAN AGREEMENT

This section has been printed as a separate document.

## APPENDICES

Appendix I - Schedule of Wages									
for the period <b>December 19, 2010 - December 31, 2011</b>									
Wage adjustment = 3.6%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Title	Year	% of 5th Year FF	Bi-weekly Hours	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$129,106	\$58.888
	30P	005	1298	Chief of Hazardous Materials		153	75	\$129,106	\$65.955
	30O	005	0878	District Fire Chief		139	84	\$117,291	\$53.499
	30O	012	1922	Station Captain		128	84	\$108,011	\$49.266
	30O	004	0877	Fire Captain		126	84	\$106,323	\$48.496
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$97,040	\$44.262
	30O	002	0875	Firefighter	18th	108	84	\$91,131	\$41.567
					11th	107	84	\$90,291	\$41.183
					8th	102	84	\$86,071	\$39.258
					5th	100	84	\$84,383	\$38.489
					4th	93	84	\$78,477	\$35.795
					3rd	83	84	\$70,039	\$31.946
					2nd	73	84	\$61,600	\$28.097
					Prob/ 1st	63	84	\$53,164	\$24.249
	30F	008	0892	Chief of Investigations		153	80	\$129,106	\$61.833
	30O	014	0891	Shift Captain Investigations		128	84	\$108,011	\$49.266
	30O	010	1832	Captain Investigator		126	84	\$106,323	\$48.496
	30O	013	0890	Investigator III		120	84	\$101,261	\$46.187
				Investigator II		115	84	\$97,040	\$44.262
				Investigator I		108	84	\$91,131	\$41.567
	30P	005	0887	Fire Marshal		153	75	\$129,106	\$65.955
	30P	004	0893	Assistant Fire Marshal		139	75	\$117,291	\$59.919
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$108,011	\$55.178
	30P	003	0888	Captain Fire Prevention		126	75	\$106,323	\$54.315

Appendix I - Schedule of Wages									
for the period <b>December 19, 2010 - December 31, 2011</b>									
Wage adjustment = 3.6%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Title	Year	% of 5th Year FF	Bi-weekly Hours	Annual	Hourly
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$97,040	\$49.573
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$91,131	\$46.556
	30P	001	0886	Fire Prevention Officer	11	107	75	\$90,291	\$46.126
					04	105	75	\$88,604	\$45.264
					03	93	75	\$78,477	\$40.090
					02	83	75	\$70,039	\$35.779
					Prob/ 1st	73	75	\$61,601	\$31.469
	30S	014	2142	Chief of Emergency Communications	02	153	77.5	\$129,106	\$63.827
					01		77.5	\$124,043	\$61.324
	300	011	1834	Dispatch Training Captain		125	84	\$105,480	\$48.112
	300	011	1833	Technician Support Captain		125	84	\$105,480	\$48.112
**	300	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$108,011	\$49.266
	300	004	0896	Captain Emergency Communication Specialist		126	84	\$106,323	\$48.496
**	300	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$97,040	\$44.262
*	300	018	0895	Emergency Communication Specialist	18	108	84	\$91,131	\$41.567
					11	107	84	\$90,291	\$41.183
					05	100	84	\$84,383	\$38.489
					04	93	84	\$78,477	\$35.795
					03	83	84	\$70,039	\$31.946
					02	73	84	\$61,601	\$28.097
					01	63	84	\$53,164	\$24.249
*	30S	011	0883	Chief of Training		153	77.5	\$129,106	\$63.827
*	30S	015	2246	Lead Training Officer		135	77.5	\$113,916	\$56.318
	30S	008	0882	Training Officer	04	130	77.5	\$109,700	\$54.233
					01	125	77.5	\$105,480	\$52.146

Appendix I - Schedule of Wages									
for the period <b>December 19, 2010 - December 31, 2011</b>									
Wage adjustment = 3.6%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Title	Year	% of 5th Year FF	Bi-weekly Hours	Annual	Hourly
	30F	001	0885	Chief of Services	04		80	\$118,726	\$56.861
					03		80	\$112,756	\$54.002
					02		80	\$106,828	\$51.163
					01		80	\$100,907	\$48.327
*	30F	002	0901	Captain/Shop Foreman			80	\$106,735	\$51.118
	30F	009	0899	Fire Apparatus Technician	03		80	\$84,494	\$40.467
					02		80	\$79,063	\$37.866
					01		80	\$70,742	\$33.880
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$71,157	\$34.079
					02		80	\$63,250	\$30.292
					01		80	\$71,157	\$26.506
	30F	005	0908	Automotive Serviceman I	03		80	\$60,013	\$28.742
					02		80	\$57,030	\$27.313
					01		80	\$54,323	\$26.017
	30F	003	0904	Welder	03		80	\$83,040	\$39.770
					02		80	\$77,701	\$37.213
					01		80	\$69,524	\$33.297
*	30F	006	1428	Logistics Officer	03		80	\$90,291	\$43.243
					02		80	\$72,328	\$34.641
					01		80	\$64,292	\$30.791
*	30F	007	0906	Fire Equipment Technician	03		80	\$80,365	\$38.489
					02		80	\$72,330	\$34.641
					01		80	\$64,293	\$30.792

Appendix I - Schedule of Wages									
for the period <b>January 1, 2012 - June 30, 2012</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	annual	hourly
	30O	009	1364	Platoon Chief		153	84	\$131,688	\$60.066
	30P	005	1298	Chief of Hazardous Materials		153	75	\$131,688	\$67.274
	30O	005	0878	District Fire Chief		139	84	\$119,637	\$54.569
	30O	012	1922	Station Captain		128	84	\$110,172	\$50.251
	30O	004	0877	Fire Captain		126	84	\$108,449	\$49.466
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$98,981	\$45.147
	30O	002	0875	Firefighter	18th	108	84	\$92,954	\$42.398
					11th	107	84	\$92,096	\$42.007
					8th	102	84	\$87,790	\$40.043
					5th	100	84	\$86,071	\$39.259
					4th	93	84	\$80,047	\$36.511
					3rd	83	84	\$71,440	\$32.585
					2nd	73	84	\$62,832	\$28.659
					Prob/ 1st	63	84	\$54,227	\$24.734
	30F	008	0892	Chief of Investigations		153	80	\$131,688	\$63.070
	30O	014	0891	Shift Captain Investigations		128	84	\$110,172	\$50.251
	30O	010	1832	Captain Investigator		126	84	\$108,449	\$49.466
	30O	013	0890	Investigator III		120	84	\$103,286	\$47.111
				Investigator II		115	84	\$98,981	\$45.147
				Investigator I		108	84	\$92,954	\$42.398
	30P	005	0887	Fire Marshal		153	75	\$131,688	\$67.274
	30P	004	0893	Assistant Fire Marshal		139	75	\$119,637	\$61.117
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$110,172	\$56.282
	30P	003	0888	Captain Fire Prevention		126	75	\$108,449	\$55.401
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$98,981	\$50.565

**Appendix I - Schedule of Wages**  
**for the period January 1, 2012 - June 30, 2012**  
**Wage Adjustment = 2.0%**

Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	annual	hourly
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$92,954	\$47.487
	30P	001	0886	Fire Prevention Officer	11	107	75	\$92,096	\$47.049
					04	105	75	\$90,376	\$46.169
					03	93	75	\$80,047	\$40.892
					02	83	75	\$71,440	\$36.495
					Prob/ 1st	73	75	\$62,832	\$32.098
	30S	014	2142	Chief of Emergency Communications	02	153	77.5	\$131,688	\$65.104
					01		77.5	\$126,523	\$62.550
	30O	011	1834	Dispatch Training Captain		125	84	\$107,590	\$49.074
	30O	011	1833	Technician Support Captain		125	84	\$107,590	\$49.074
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$110,172	\$50.251
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$108,449	\$49.466
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$98,981	\$45.147
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$92,954	\$42.398
					11	107	84	\$92,096	\$42.007
					05	100	84	\$86,071	\$39.259
					04	93	84	\$80,047	\$36.511
					03	83	84	\$71,440	\$32.585
					02	73	84	\$62,832	\$28.659
					01	63	84	\$54,227	\$24.734
*	30S	011	0883	Chief of Training		153	77.5	\$131,688	\$65.104
*	30S	015	2246	Lead Training Officer		135	77.5	\$116,195	\$57.444
	30S	008	0882	Training Officer	04	130	77.5	\$111,894	\$55.318
					01	125	77.5	\$107,590	\$53.189

**Appendix I - Schedule of Wages**  
**for the period January 1, 2012 - June 30, 2012**  
**Wage Adjustment = 2.0%**

Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	annual	hourly
	30F	001	0885	Chief of Services	04		80	\$121,100	\$57.998
					03		80	\$115,011	\$55.082
					02		80	\$108,965	\$52.186
					01		80	\$102,926	\$49.294
*	30F	002	0901	Captain/Shop Foreman			80	\$108,870	\$52.140
	30F	009	0899	Fire Apparatus Technician	03		80	\$86,184	\$41.276
					02		80	\$80,645	\$38.623
					01		80	\$72,157	\$34.558
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$72,581	\$34.761
					02		80	\$64,515	\$30.898
					01		80	\$56,451	\$27.036
	30F	005	0908	Automotive Serviceman I	03		80	\$61,214	\$29.317
					02		80	\$58,170	\$27.859
					01		80	\$55,410	\$26.537
	30F	003	0904	Welder	03		80	\$84,700	\$40.565
					02		80	\$79,255	\$37.957
					01		80	\$70,914	\$33.963
*	30F	006	1428	Logistics Officer	03		80	\$92,098	\$44.108
					02		80	\$73,777	\$35.334
					01		80	\$65,578	\$31.407
*	30F	007	0906	Fire Equipment Technician	03		80	\$81,972	\$39.259
					02		80	\$73,777	\$35.334
					01		80	\$65,579	\$31.408

Appendix I - Schedule of Wages									
for the period <b>July 1, 2012 - December 29, 2012</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$134,322	\$61.267
	30P	005	1298	Chief of Hazardous Materials		153	75	\$134,322	\$68.619
	30O	005	0878	District Fire Chief		139	84	\$122,030	\$55.660
	30O	012	1922	Station Captain		128	84	\$112,374	\$51.256
	30O	004	0877	Fire Captain		126	84	\$110,618	\$50.455
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$100,960	\$46.050
	30O	002	0875	Firefighter	18th	108	84	\$94,813	\$43.246
					11th	107	84	\$93,938	\$42.847
					8th	102	84	\$89,546	\$40.844
					5th	100	84	\$87,792	\$40.044
					4th	93	84	\$81,647	\$37.241
					3rd	83	84	\$72,868	\$33.237
					2nd	73	84	\$64,088	\$29.232
					Prob/ 1st	63	84	\$55,311	\$25.229
	30F	008	0892	Chief of Investigations		153	80	\$134,322	\$64.331
	30O	014	0891	Shift Captain Investigations		128	84	\$112,374	\$51.256
	30O	010	1832	Captain Investigator		126	84	\$110,618	\$50.455
	30O	013	0890	Investigator III		120	84	\$105,352	\$48.053
				Investigator II		115	84	\$100,960	\$46.050
				Investigator I		108	84	\$94,813	\$43.246
	30P	005	0887	Fire Marshal		153	75	\$134,322	\$68.619
	30P	004	0893	Assistant Fire Marshal		139	75	\$122,030	\$62.339
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$112,374	\$57.407
	30P	003	0888	Captain Fire Prevention		126	75	\$110,618	\$56.509
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$100,960	\$51.576

Appendix I - Schedule of Wages									
for the period <b>July 1, 2012 - December 29, 2012</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$94,813	\$48.437
	30P	001	0886	Fire Prevention Officer	11	107	75	\$93,938	\$47.990
					04	105	75	\$92,183	\$47.092
					03	93	75	\$81,647	\$41.710
					02	83	75	\$72,868	\$37.225
					Prob/ 1st	73	75	\$64,089	\$32.740
	30S	014	2142	Chief of Emergency Communications	02	153	77.5	\$134,322	\$66.406
					01		77.5	\$129,053	\$63.801
	30O	011	1834	Dispatch Training Captain		125	84	\$109,741	\$50.055
	30O	011	1833	Technician Support Captain		125	84	\$109,741	\$50.055
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$112,374	\$51.256
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$110,618	\$50.455
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$100,960	\$46.050
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$94,813	\$43.246
					11	107	84	\$93,938	\$42.847
					05	100	84	\$87,792	\$40.044
					04	93	84	\$81,647	\$37.241
					03	83	84	\$72,868	\$33.237
					02	73	84	\$64,089	\$29.232
					01	63	84	\$55,311	\$25.229
*	30S	011	0883	Chief of Training		153	77.5	\$134,322	\$66.406
*	30S	015	2246	Lead Training Officer		135	77.5	\$118,519	\$58.593
	30S	008	0882	Training Officer	04	130	77.5	\$114,132	\$56.424
					01	125	77.5	\$109,741	\$54.253

Appendix I - Schedule of Wages									
for the period <b>July 1, 2012 - December 29, 2012</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30F	001	0885	Chief of Services	04		80	\$123,522	\$59.158
					03		80	\$117,312	\$56.184
					02		80	\$111,144	\$53.230
					01		80	\$104,984	\$50.280
*	30F	002	0901	Captain/Shop Foreman			80	\$111,047	\$53.183
	30F	009	0899	Fire Apparatus Technician	03		80	\$87,909	\$42.102
					02		80	\$82,258	\$39.395
					01		80	\$73,600	\$35.249
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$74,032	\$35.456
					02		80	\$65,805	\$31.516
					01		80	\$57,581	\$27.577
	30F	005	0908	Automotive Serviceman I	03		80	\$62,438	\$29.903
					02		80	\$59,333	\$28.416
					01		80	\$56,518	\$27.068
	30F	003	0904	Welder	03		80	\$86,393	\$41.376
					02		80	\$80,839	\$38.716
					01		80	\$72,333	\$34.642
*	30F	006	1428	Logistics Officer	03		80	\$93,939	\$44.990
					02		80	\$75,253	\$36.041
					01		80	\$66,889	\$32.035
*	30F	007	0906	Fire Equipment Technician	03		80	\$83,612	\$40.044
					02		80	\$75,254	\$36.041
					01		80	\$66,891	\$32.036

Appendix I - Schedule of Wages									
for the period <b>December 30, 2012 - December 28, 2013</b>									
Wage Adjustment = 3.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$138,352	\$63.105
	30P	005	1298	Chief of Hazardous Materials		153	75	\$138,352	\$70.678
	30O	005	0878	District Fire Chief		139	84	\$125,691	\$57.330
	30O	012	1922	Station Captain		128	84	\$115,745	\$52.794
	30O	004	0877	Fire Captain		126	84	\$113,937	\$51.969
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$103,989	\$47.432
	30O	002	0875	Firefighter	18th	108	84	\$97,656	\$44.543
					11th	107	84	\$96,755	\$44.132
					8th	102	84	\$92,232	\$42.069
					5th	100	84	\$90,426	\$41.245
					4th	93	84	\$84,097	\$38.358
					3rd	83	84	\$75,054	\$34.234
					2nd	73	84	\$66,011	\$30.109
					Prob/ 1st	63	84	\$56,971	\$25.986
	30F	008	0892	Chief of Investigations		153	80	\$138,352	\$66.261
	30O	014	0891	Shift Captain Investigations		128	84	\$115,745	\$52.794
	30O	010	1832	Captain Investigator		126	84	\$113,937	\$51.969
	30O	013	0890	Investigator III		120	84	\$108,512	\$49.495
				Investigator II		115	84	\$103,989	\$47.432
				Investigator I		108	84	\$97,656	\$44.543
	30P	005	0887	Fire Marshal		153	75	\$138,352	\$70.678
	30P	004	0893	Assistant Fire Marshal		139	75	\$125,691	\$64.209
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$115,745	\$59.129
	30P	003	0888	Captain Fire Prevention		126	75	\$113,937	\$58.204
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$103,989	\$53.124

Appendix I - Schedule of Wages									
for the period <b>December 30, 2012 - December 28, 2013</b>									
Wage Adjustment = 3.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$97,660	\$49.890
	30P	001	0886	Fire Prevention Officer	11	107	75	\$96,755	\$49.430
					04	105	75	\$94,948	\$48.505
					03	93	75	\$84,097	\$42.961
					02	83	75	\$75,054	\$38.342
					Prob/ 1st	73	75	\$66,011	\$33.722
	30S	014	2142	Chief of Emergency Communications	02	153	77.5	\$138,352	\$68.398
					01		77.5	\$132,925	\$65.715
	30O	011	1834	Dispatch Training Captain		125	84	\$113,033	\$51.557
	30O	011	1833	Technician Support Captain		125	84	\$113,033	\$51.557
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$115,745	\$52.794
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$113,937	\$51.969
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$103,989	\$47.432
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$97,656	\$44.543
					11	107	84	\$96,755	\$44.132
					05	100	84	\$90,426	\$41.245
					04	93	84	\$84,097	\$38.358
					03	83	84	\$75,054	\$34.234
					02	73	84	\$66,011	\$30.109
					01	63	84	\$56,971	\$25.986
*	30S	011	0883	Chief of Training		153	77.5	\$138,352	\$68.398
*	30S	015	2246	Lead Training Officer		135	77.5	\$122,074	\$60.351
	30S	008	0882	Training Officer	04	130	77.5	\$117,556	\$58.117
					01	125	77.5	\$113,033	\$55.881

Appendix I - Schedule of Wages									
for the period <b>December 30, 2012 - December 28, 2013</b>									
Wage Adjustment = 3.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30F	001	0885	Chief of Services	04		80	\$127,228	\$60.933
					03		80	\$120,833	\$57.870
					02		80	\$114,479	\$54.827
					01		80	\$108,134	\$51.788
*	30F	002	0901	Captain/Shop Foreman			80	\$114,376	\$54.778
	30F	009	0899	Fire Apparatus Technician	03		80	\$90,546	\$43.365
					02		80	\$84,725	\$40.577
					01		80	\$75,808	\$36.306
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$76,254	\$36.520
					02		80	\$67,779	\$32.461
					01		80	\$59,308	\$28.404
	30F	005	0908	Automotive Serviceman I	03		80	\$64,311	\$30.800
					02		80	\$61,113	\$29.268
					01		80	\$58,214	\$27.880
	30F	003	0904	Welder	03		80	\$88,985	\$42.617
					02		80	\$83,264	\$39.877
					01		80	\$74,503	\$35.681
*	30F	006	1428	Logistics Officer	03		80	\$96,758	\$46.340
					02		80	\$77,511	\$37.122
					01		80	\$68,896	\$32.996
*	30F	007	0906	Fire Equipment Technician	03		80	\$86,120	\$41.245
					02		80	\$77,511	\$37.122
					01		80	\$68,897	\$32.997

Appendix I - Schedule of Wages									
for the period <b>December 29, 2013 - December 27, 2014</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$141,119	\$64.367
** 6	30F	008	1298	Chief of Special Operations		153	80	\$141,119	\$67.586
	30O	005	0878	District Fire Chief		139	84	\$128,204	\$58.477
	30O	012	1922	Station Captain		128	84	\$118,060	\$53.850
	30O	004	0877	Fire Captain		126	84	\$116,215	\$53.008
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$106,071	\$48.381
	30O	002	0875	Firefighter	18th	108	84	\$99,609	\$45.434
					11th	107	84	\$98,690	\$45.015
					8th	102	84	\$94,076	\$42.910
					5th	100	84	\$92,235	\$42.070
					4th	93	84	\$85,778	\$39.125
					3rd	83	84	\$76,555	\$34.919
					2nd	73	84	\$67,331	\$30.711
					Prob/ 1st	63	84	\$58,112	\$26.506
	30F	008	0892	Chief of Investigations		153	80	\$141,119	\$67.586
	30O	014	0891	Shift Captain Investigations		128	84	\$118,060	\$53.850
	30O	010	1832	Captain Investigator		126	84	\$116,215	\$53.008
	30O	013	0890	Investigator III		120	84	\$110,682	\$50.485
				Investigator II		115	84	\$106,071	\$48.381
				Investigator I		108	84	\$99,609	\$45.434
	30P	005	0887	Fire Marshal		153	75	\$141,119	\$72.091
** 7	30F	008	0887	Fire Marshal		153	80	\$141,119	\$67.586
	30P	004	0893	Assistant Fire Marshal		139	75	\$128,204	\$65.493
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$118,060	\$60.312
	30P	003	0888	Captain Fire Prevention		126	75	\$116,213	\$59.368

Appendix I - Schedule of Wages									
for the period <b>December 29, 2013 - December 27, 2014</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$106,071	\$54.187
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$99,609	\$50.886
	30P	001	0886	Fire Prevention Officer	11	107	75	\$98,690	\$50.416
					04	105	75	\$96,847	\$49.475
					03	93	75	\$85,778	\$43.820
					02	83	75	\$76,555	\$39.109
					Prob/ 1st	73	75	\$67,331	\$34.396
	30S	014	2142	Chief of Emergency Communications	02	153	77.5	\$141,119	\$69.766
					01		77.5	\$135,584	\$67.029
** 7	30F	008	2142	Chief of Emergency Communications		153	80	\$141,119	\$67.586
	30O	011	1834	Dispatch Training Captain		125	84	\$115,293	\$52.588
	30O	011	1833	Technician Support Captain		125	84	\$115,293	\$52.588
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$118,060	\$53.850
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$116,216	\$53.008
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$106,071	\$48.381
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$99,609	\$45.434
					11	107	84	\$98,690	\$45.015
					05	100	84	\$92,235	\$42.070
					04	93	84	\$85,778	\$39.125
					03	83	84	\$76,555	\$34.919
					02	73	84	\$67,331	\$30.711
					01	63	84	\$58,112	\$26.506
** 7	30F	008	0883	Chief of Training		153	80	\$141,119	\$67.586
*	30S	015	2246	Lead Training Officer		135	77.5	\$124,516	\$61.558

Appendix I - Schedule of Wages									
for the period <b>December 29, 2013 - December 27, 2014</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30S	008	0882	Training Officer	04	130	77.5	\$119,907	\$59.279
					01	125	77.5	\$115,293	\$56.998
** 7	30F	008	3247	Chief of Logistics and Services		153	80	\$141,119	\$67.586
	30F	001	0885	Chief of Services	04		80	\$129,773	\$62.152
					03		80	\$123,249	\$59.027
					02		80	\$116,769	\$55.924
					01		80	\$110,296	\$52.824
*	30F	002	0901	Captain/Shop Foreman			80	\$116,664	\$55.874
	30F	009	0899	Fire Apparatus Technician	03		80	\$92,357	\$44.232
					02		80	\$86,420	\$41.389
					01		80	\$77,323	\$37.032
4,5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$77,778	\$37.250
					02		80	\$69,134	\$33.110
					01		80	\$60,494	\$28.972
	30F	005	0908	Automotive Serviceman I	03		80	\$65,597	\$31.416
					02		80	\$62,333	\$29.853
					01		80	\$59,378	\$28.438
	30F	003	0904	Welder	03		80	\$90,763	\$43.469
					02		80	\$84,929	\$40.675
					01		80	\$75,993	\$36.395
*	30F	006	1428	Logistics Officer	03		80	\$98,693	\$47.267
					02		80	\$79,061	\$37.864
					01		80	\$70,274	\$33.656
*	30F	007	0906	Fire Equipment Technician	03		80	\$87,843	\$42.070
					02		80	\$79,060	\$37.864
					01		80	\$70,275	\$33.657

Appendix I - Schedule of Wages									
for the period <b>December 29, 2013 - December 27, 2014</b>									
Wage Adjustment = 2.0%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
** 7	30S	016	0906	Fire Equipment Technician	03		77.5	\$87,843	\$43.427
					02		77.5	\$79,060	\$39.085
					01		77.5	\$70,275	\$34.742

Appendix I - Schedule of Wages									
for the period <b>December 28, 2014 - December 26, 2015</b>									
Wage Adjustment = 2.25%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$144,294	\$65.815
** 6	30F	008	1298	Chief of Special Operations		153	80	\$144,295	\$69.107
	30O	005	0878	District Fire Chief		139	84	\$131,089	\$59.793
	30O	012	1922	Station Captain		128	84	\$120,716	\$55.062
	30O	004	0877	Fire Captain		126	84	\$118,830	\$54.201
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$108,457	\$49.470
	30O	002	0875	Firefighter	18th	108	84	\$101,850	\$46.456
					11th	107	84	\$100,911	\$46.028
					8th	102	84	\$96,193	\$43.875
					5th	100	84	\$94,310	\$43.017
					4th	93	84	\$87,708	\$40.005
					3rd	83	84	\$78,278	\$35.705
					2nd	73	84	\$68,846	\$31.402
					Prob/ 1st	63	84	\$59,419	\$27.102
	30F	008	0892	Chief of Investigations		153	80	\$144,295	\$69.107
	30O	014	0891	Shift Captain Investigations		128	84	\$120,716	\$55.062
	30O	010	1832	Captain Investigator		126	84	\$118,830	\$54.201
	30O	013	0890	Investigator III		120	84	\$113,173	\$51.621
				Investigator II		115	84	\$108,457	\$49.470
				Investigator I		108	84	\$101,851	\$46.456
** 7	30F	008	0887	Fire Marshal		153	80	\$144,295	<b>\$69.107</b>
	30P	004	0893	Assistant Fire Marshal		139	75	\$131,088	\$66.967
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$120,716	\$61.669
	30P	003	0888	Captain Fire Prevention		126	75	\$118,828	\$60.704
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$108,457	\$55.406

Appendix I - Schedule of Wages									
for the period <b>December 28, 2014 - December 26, 2015</b>									
Wage Adjustment = 2.25%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$101,851	\$52.031
	30P	001	0886	Fire Prevention Officer	11	107	75	\$100,910	\$51.550
					04	105	75	\$99,026	\$50.588
					03	93	75	\$87,708	\$44.806
					02	83	75	\$78,278	\$39.989
					Prob/ 1st	73	75	\$68,846	\$35.170
** 7	30F	008	2142	Chief of Emergency Communications		153	80	\$144,295	\$69.107
	30O	011	1834	Dispatch Training Captain		125	84	\$117,888	\$53.771
	30O	011	1833	Technician Support Captain		125	84	\$117,888	\$53.771
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$120,717	\$55.062
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$118,831	\$54.201
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$108,457	\$49.470
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$101,851	\$46.456
					11	107	84	\$100,911	\$46.028
					05	100	84	\$94,309	\$43.017
					04	93	84	\$87,708	\$40.005
					03	83	84	\$78,279	\$35.705
					02	73	84	\$68,846	\$31.402
					01	63	84	\$59,418	\$27.102
** 7	30F	008	0883	Chief of Training		153	80	\$144,295	\$69.107
*	30S	015	2246	Lead Training Officer		135	77.5	\$127,317	\$62.943
	30S	008	0882	Training Officer	04	130	77.5	\$122,605	\$60.613
					01	125	77.5	\$117,887	\$58.280
** 7	30F	008	3247	Chief of Logistics and Services		153	80	\$144,295	\$69.107
*	30F	002	0901	Captain/Shop Foreman			80	\$119,289	\$57.131
	30F	009	0899	Fire Apparatus Technician	03		80	\$94,435	\$45.227

Appendix I - Schedule of Wages									
for the period <b>December 28, 2014 - December 26, 2015</b>									
Wage Adjustment = 2.25%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr	bi-weekly hrs	Annual	Hourly
					02		80	\$88,364	\$42.320
					01		80	\$79,063	\$37.865
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$79,528	\$38.088
					02		80	\$70,689	\$33.855
					01		80	\$61,855	\$29.624
	30F	005	0908	Automotive Serviceman I	03		80	\$67,073	\$32.123
					02		80	\$63,736	\$30.525
					01		80	\$60,714	\$29.078
	30F	003	0904	Welder	03		80	\$92,805	\$44.447
					02		80	\$86,840	\$41.590
					01		80	\$77,703	\$37.214
*	30F	006	1428	Logistics Officer	03		80	\$100,913	\$48.331
					02		80	\$80,840	\$38.716
					01		80	\$71,855	\$34.413
** 7	30S	016	0906	Fire Equipment Technician	03		77.5	\$89,819	\$44.404
					02		77.5	\$80,839	\$39.964
					01		77.5	\$71,856	\$35.524

Appendix I - Schedule of Wages									
for the period <b>December 27, 2015 - December 24, 2016</b>									
Wage Adjustment = 2.5%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr FF	bi-weekly hrs	Annual	Hourly
	30O	009	1364	Platoon Chief		153	84	\$147,901	\$67.461
** 6	30F	008	1298	Chief of Special Operations		153	80	\$147,902	\$70.835
	30O	005	0878	District Fire Chief		139	84	\$134,366	\$61.288
	30O	012	1922	Station Captain		128	84	\$123,734	\$56.439
	30O	004	0877	Fire Captain		126	84	\$121,801	\$55.556
	30O	003	0876	Sr. Firefighter Qualified		115	84	\$111,169	\$50.707
	30O	002	0875	Firefighter	18th	108	84	\$104,397	\$47.617
					11th	107	84	\$103,433	\$47.179
					8th	102	84	\$98,597	\$44.972
					5th	100	84	\$96,668	\$44.092
					4th	93	84	\$89,900	\$41.005
					3rd	83	84	\$80,235	\$36.598
					2nd	73	84	\$70,567	\$32.187
					Prob/ 1st	63	84	\$60,905	\$27.780
	30F	008	0892	Chief of Investigations		153	80	\$147,902	\$70.835
	30O	014	0891	Shift Captain Investigations		128	84	\$123,734	\$56.439
	30O	010	1832	Captain Investigator		126	84	\$121,801	\$55.556
	30O	013	0890	Investigator III		120	84	\$116,002	\$52.912
				Investigator II		115	84	\$111,169	\$50.707
				Investigator I		108	84	\$104,397	\$47.617
** 7	30F	008	0887	Fire Marshal		153	80	\$147,902	\$70.835
	30P	004	0893	Assistant Fire Marshal		139	75	\$134,365	\$68.641
**	30P	008	2200	Sr. Captain Fire Prevention Qualified		128	75	\$123,734	\$63.210
	30P	003	0888	Captain Fire Prevention		126	75	\$121,798	\$62.222
**	30P	009	2201	Sr. Fire Prevention Officer Qualified		115	75	\$111,169	\$56.791

Appendix I - Schedule of Wages									
for the period <b>December 27, 2015 - December 24, 2016</b>									
Wage Adjustment = 2.5%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr FF	bi-weekly hrs	Annual	Hourly
	30P	001	0886	Sr. Fire Prevention Officer	18	108	75	\$104,397	\$53.332
	30P	001	0886	Fire Prevention Officer	11	107	75	\$103,433	\$52.839
					04	105	75	\$101,502	\$51.853
					03	93	75	\$89,900	\$45.926
					02	83	75	\$80,234	\$40.989
					Prob/ 1st	73	75	\$70,567	\$36.049
** 7	30F	008	2142	Chief of Emergency Communications		153	80	\$147,902	\$70.835
	30O	011	1834	Dispatch Training Captain		125	84	\$120,835	\$55.115
	30O	011	1833	Technician Support Captain		125	84	\$120,835	\$55.115
**	30O	016	3211	Sr. Captain Emergency Communication Specialist		128	84	\$123,735	\$56.439
	30O	004	0896	Captain Emergency Communication Specialist		126	84	\$121,801	\$55.556
**	30O	017	3212	Sr. Emergency Communication Specialist Qualified		115	84	\$111,169	\$50.707
*	30O	018	0895	Emergency Communication Specialist	18	108	84	\$104,397	\$47.617
					11	107	84	\$103,434	\$47.179
					05	100	84	\$96,667	\$44.092
					04	93	84	\$89,901	\$41.005
					03	83	84	\$80,236	\$36.598
					02	73	84	\$70,567	\$32.187
					01	63	84	\$60,904	\$27.780
** 7	30F	008	0883	Chief of Training		153	80	\$147,902	\$70.835
*	30S	015	2246	Lead Training Officer		135	77.5	\$130,500	\$64.517
	30S	008	0882	Training Officer	04	130	77.5	\$125,670	\$62.128
					01	125	77.5	\$120,834	\$59.737
** 7	30F	008	3247	Chief of Logistics and Services		153	80	\$147,902	\$70.835
*	30F	002	0901	Captain/Shop Foreman			80	\$122,271	\$58.559

Appendix I - Schedule of Wages									
for the period <b>December 27, 2015 - December 24, 2016</b>									
Wage Adjustment = 2.5%									
Appendix I Note #	Salary Admin Plan	Grade	Job Code	Description	Year	% of 5th yr FF	bi-weekly hrs	Annual	Hourly
	30F	009	0899	Fire Apparatus Technician	03		80	\$96,796	\$46.358
					02		80	\$90,573	\$43.378
					01		80	\$81,039	\$38.812
4, 5	30A	001	2163	Fire Apparatus Technician Apprenticeship	03		80	\$81,516	\$39.040
					02		80	\$72,456	\$34.701
					01		80	\$63,401	\$30.365
	30F	005	0908	Automotive Serviceman I	03		80	\$68,750	\$32.926
					02		80	\$65,329	\$31.288
					01		80	\$62,232	\$29.805
	30F	003	0904	Welder	03		80	\$95,126	\$45.558
					02		80	\$89,011	\$42.630
					01		80	\$79,645	\$38.144
*	30F	006	1428	Logistics Officer	03		80	\$103,436	\$59.539
					02		80	\$82,861	\$39.684
					01		80	\$73,652	\$35.273
** 7	30S	016	0906	Fire Equipment Technician	03		77.5	\$92,064	\$45.514
					02		77.5	\$82,860	\$40.963
					01		77.5	\$73,653	\$36.412

## FOOTNOTES

### Appendix I: Schedule of Wages

- <sup>1</sup> The "% of 5th year FF" column is the comparative ratio in the annual rates of pay.
- <sup>2</sup> All increments are granted on the anniversary date based on the beginning of the applicable years of service "Year" column
- \* <sup>3</sup> Members who have less than three (3) years of service with the City and who are appointed as Investigator, shall be paid at the appropriate rate (1st, 2nd, or 3rd year) of the range for the Investigator rank. In no event shall the assigned salary be less than the member's current salary.
- \*\* <sup>4</sup> Fire Apparatus Technician - Apprenticeship percentage is based on Step 2 of the Fire Apparatus Technician.
- \*\* <sup>5</sup> Where a current Auto Serviceman employee whose position falls under the scope of this Agreement is selected to a Fire Apparatus Technician Apprentice opportunity and the employee would normally incur a reduction in pay if moved into the Apprentice wage schedule, the employee shall remain in their current pay grade until such time as moving into the Apprentice rate schedule results in an equivalent or greater wage rate.
- \*\* <sup>6</sup> Effective January 12, 2014
- \*\* <sup>7</sup> Effective May 18, 2014

\*

## APPENDIX II - Acting Protocols

General principles regarding acting:

- ♦ These protocols are developed in connection to Articles 6.05 and 11.
- ♦ Acting is not required for regularly scheduled days off.
- ♦ In the event there are an insufficient number of qualified members available to act, the senior available member on duty of the appropriate Platoon/Shift shall act.
- ♦ Acting period of 3/4 days or less (however referenced below), the member shall remain on their Platoon/Shift schedule.
- ♦ Acting of periods of more than 4/5 days (however referenced below), the member will assume the hours of work and Platoon/Shift schedule of the person the member is acting for.

When multiple acting assignments are required at the same time such assignments must be made in the following order Platoon Chief, Special Operations Chief, Logistics Officer.

### 1) Operations

#### a) Platoon Chief

All acting for a Platoon Chief shall be by the available Senior District Chief on duty from that Platoon and shall be paid from the first date the member acts.

#### b) District Chief

All acting for a District Chief shall be by the available senior Captain Qualified on duty and in descending order of seniority and paid from the first date the member acts.

#### c) Captain

The Senior Firefighter Qualified in station will be first to act. Then remaining acting through the Platoon will be filled by the available senior Firefighter Qualified on duty in descending order of seniority until all Firefighters qualified on duty are exhausted. Acting is paid from the first date the member acts.

The most senior qualified member in the station will assume the duties of the Station Captain and shall be paid at the 126% of the 5<sup>th</sup> year firefighter.

#### d) Special Operations Chief

There will be no acting for absences less than 4 shifts. Acting for 4 or more shifts will be assigned to the available District Chief in order of promotional seniority and is paid from the first date the member acts.

### 2) Emergency Communications

#### a) Chief of Emergency Communications

For periods of acting for 3 days or less: Acting for the Chief of Emergency Communications shall be by the available senior Captain Emergency Communication Specialist on duty and shall be paid from the first date the member acts.

For periods of acting for 4 days or more: Acting for the Chief of Emergency Communications shall be by the available senior Captain Emergency Communication Specialist within the Branch and shall be paid from the first date the member acts.

#### b) Captain

The Senior Emergency Communication Specialist Qualified available and on duty in descending order of seniority shall be first to act. Acting is paid from the first date the member acts.

The most senior qualified member on duty will assume the duties of the Senior Captain Emergency Communication Specialist and shall be paid at the 126% of the 5<sup>th</sup> year firefighter.

### 3) Training

#### a) Chief of Training

For periods of acting for 3 days or less: Acting will be offered to the available senior Lead Training Officer qualified on duty. Acting is paid from the first date the member acts.

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## APPENDIX II - Acting Protocols

For periods of acting for 4 days or more: Acting will be offered to the available senior Lead Training Officer qualified within the Branch. Acting is paid from the first date the member acts.

b) Lead Training Officer

The senior Training Officer qualified, available and on shift in descending order of seniority shall be first to act. Acting is paid from the first date the member acts.

4) Investigations

a) Chief of Investigations

For periods of acting for 3 days or less: Acting for the Chief of Investigations shall be by the available senior Shift Captain on duty and shall be paid from the first date the member acts.

For periods of acting for 4 days or more: Acting for the Chief of Investigations shall be by the available senior Shift Captain within the Branch and shall be paid from the first date the member acts.

b) Captain

The available senior Investigator qualified on duty will be first to act. Then remaining acting throughout the Platoon will be filled by an available Investigator qualified on duty in descending order or seniority. Acting is paid from the first date the member acts.

The most senior qualified member on duty will assume the duties of Shift Captain Investigator and shall be paid at the 126% rate of the 5<sup>th</sup> year firefighter.

5) Public Education

a) Fire Marshal

For periods of acting for 4 days or less: Acting for the Fire Marshal shall be by the senior Assistant Fire Marshal qualified available and on duty. If the Assistant Fire Marshal is not available, the Senior Captain Qualified available and on duty shall act. Acting is paid from the first date the member acts.

For periods of acting for 5 days or more: Acting for the Fire Marshal shall be by the senior Assistant Fire Marshal qualified available. Acting is paid from the first date the member acts.

b) Assistant Fire Marshal

All acting for the Assistant Fire Marshal shall be by the available senior Captain Qualified on duty for that shift. Acting is paid from the first date the member acts.

c) Captain

All acting for the Captain shall be by the Senior Fire Prevention Officer Qualified available and on duty for that Platoon. Acting is paid from the first date the member acts.

6) Logistics

a) Chief of Logistical Services

There will be no acting for absences less than 4 shifts. Acting for 4 or more shifts will be assigned to the available District Chief in order of promotional seniority and is paid from the first day the member acts.

b) Logistics Officer

Lead hand duties are supervisory functions typically assigned to the Logistics Officer. The member assigned such duties will be paid at the Logistics Officer Lead Hand rate at 107%. Members assigned will be based on seniority and shall be by the senior available member on duty and is paid from the first day the member acts.

7) Fleet Services

a) Captain Shop Foreman

For periods of acting for 4 days or less: Acting for the Captain Shop Foreman shall be

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## APPENDIX II - Acting Protocols

by the available senior qualified Fire Apparatus Technician on duty and shall be paid from the first date the member acts.

For periods of acting for 5 days or more: Acting for the Captain Shop Foreman shall be by the available senior qualified Fire Apparatus Technician within the Branch and shall be paid from the first date the member acts.

## APPENDIX III - Hours of Work

4 PLATOONS - 2 SHIFTS - 10 and 14 HOUR WORK PERIODS  
2 DAYS - 2 NIGHTS - 2 DAYS OFF; 2 DAYS - 2 NIGHTS - 6 DAYS OFF

### SCHEDULE ROTATES EVERY 16 WEEKS

WEEK	SHIFT	SUN	MON	TUES	WED	THURS	FRI	SAT
1	8 AM - 6 PM	2	2	3	3	4	4	1
	6 PM - 8 AM	4	4	2	2	3	3	4
2	8 AM - 6 PM	1	3	3	2	2	1	1
	6 PM - 8 AM	4	1	1	3	3	2	2
3	8 AM - 6 PM	4	4	2	2	3	3	4
	6 PM - 8 AM	1	1	4	4	2	2	3
4	8 AM - 6 PM	4	1	1	3	3	2	2
	6 PM - 8 AM	3	4	4	1	1	3	3
5	8 AM - 6 PM	1	1	4	4	2	2	3
	6 PM - 8 AM	2	2	1	1	4	4	2
6	8 AM - 6 PM	3	4	4	1	1	3	3
	6 PM - 8 AM	2	3	3	4	4	1	1
7	8 AM - 6 PM	2	2	1	1	4	4	2
	6 PM - 8 AM	3	3	2	2	1	1	4
8	8 AM - 6 PM	2	3	3	4	4	1	1
	6 PM - 8 AM	4	2	2	3	3	4	4
9	8 AM - 6 PM	3	3	2	2	1	1	4
	6 PM - 8 AM	1	1	3	3	2	2	1
10	8 AM - 6 PM	4	2	2	3	3	4	4
	6 PM - 8 AM	1	4	4	2	2	3	3
11	8 AM - 6 PM	1	1	3	3	2	2	1
	6 PM - 8 AM	4	4	1	1	3	3	2
12	8 AM - 6 PM	1	4	4	2	2	3	3
	6 PM - 8 AM	2	1	1	4	4	2	2
13	8 AM - 6 PM	4	4	1	1	3	3	2
	6 PM - 8 AM	3	3	4	4	1	1	3
14	8 AM - 6 PM	2	1	1	4	4	2	2
	6 PM - 8 AM	3	2	2	1	1	4	4
15	8 AM - 6 PM	3	3	4	4	1	1	3
	6 PM - 8 AM	2	2	3	3	4	4	1
16	8 AM - 6 PM	3	2	2	1	1	4	4
	6 PM - 8 AM	1	3	3	2	2	1	1

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APPENDIX IV - Required Tool List - Fire Apparatus Technicians		
Tool Allowance	Description	Size / Count
\$472.50	Roller Cabinet (sufficient for storage and to secure tools)	
	Top Chest (optional)	
	1/4" Drive socket set	3/16" to 9/16" (10 pieces)
	1/4" Drive deep socket set	3/16" to 9/16" (10 pieces)
	1/4" Drive socket set	4 mm to 14 mm
	1/4" Drive deep socket set	4 mm to 13 mm
	1/4" Drive ratchet	
	1/4" Drive extension	4"
	1/4" Drive extension	6"
	1/4" Drive extension	10"
	1/4" Drive u-joint adapter	
	3/8" Drive adapter	3/8" to 1/4"
	3/8" Drive socket set	3/8" to 7/8"
	3/8" Drive deep socket set	3/8" to 7/8" (9 pieces)
	3/8" Drive socket set	10 mm to 19 mm
	3/8" Drive deep socket set	10 mm to 19 mm
	3/8" Drive flex socket set	7/16" to 3/4"
	3/8" Drive flex socket set	10 mm to 19 mm
	3/8" Drive, hex drivers	1/8" to 3/8" (8 pieces)
	3/8" Drive, hex drivers	4 mm to 10 mm
	3/8" Drive extension	4"
	3/8" Drive extension	6"
	3/8" Drive extension	10"
	3/8" Drive U-joint adapter	
	3/8" Drive ratchet	
	3/8" Drive #3 Phillips	
	3/8" Drive Torx Driver set	T10-T50
	3/8" Drive adapter	3/8" to 1/2"
	Spark plug socket	5/8"
	Spark plug socket	13/16"
	1/2" Drive adapter	1/2" to 3/8"
	1/2" Drive socket set	3/8" to 1-1/2" (14 pieces)
	1/2" Drive deep socket set	7/16" to 1-1/8" (12 pieces)

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APPENDIX IV - Required Tool List – Fire Apparatus Technicians		
Tool Allowance	Description	Size / Count
	1/2" Drive socket set	10 mm to 27 mm
	1/2" Drive deep socket set	10 mm to 27 mm
	1/2" Drive impact socket set	1/2" to 1-1/4"
	1/2" Drive flex bar	
	1/2" Drive ratchet	
	1/2" Drive extension	4"
	1/2" Drive extension	6"
	1/2" Drive extension	10"
	1/2" Drive U-joint adapter	
	Adjustable wrench	6"
	Adjustable wrench	10"
	Adjustable wrench	15"
	Pipe Wrench	14"
	Adjustable frame hacksaw	
	Pry bar	6"
	Pry bar	15"
	Pinch bar	22"
	Combination wrench set	5/16" to 1-1/2"
	Combination wrench set	6 mm to 27 mm
	Open end wrench set	5/16" to 1-1/4"
	Open end wrench set	6 mm to 27 mm
	Double end line wrench set (imperial)	3/8" to 11/16" (3 pieces)
	Double end line wrench set (metric)	7 mm to 15 mm 17 mm (5 pieces)
	Circuit tester	
	1/2" Drive air impact wrench	
	3/8" Drive air ratchet	
	3/8" Drive air drill or equivalent cordless electric drill	
	Ignition feeler gauge set	
	Spark plug gauge	
	Steel tape	12 ft
	Steel ruler	6"
	Screw starter – common	

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APPENDIX IV - Required Tool List – Fire Apparatus Technicians		
Tool Allowance	Description	Size / Count
	Screw starter – Phillips	
	3 - Screwdriver – common	
	3 - Screwdriver – Phillips	
	3 - Screwdriver – Robertson	
	5 - Screwdriver – Torx	
	Brake spring remove/install or pliers	
	Brake shoe retaining spring tool	
	Brake adjusting tool	
	Tin snips	8"
	Wire crimpers	
	Pliers, water pump	16"
	Pliers, needle nose long	
	Pliers, vise grip (10" standard)	
	Pliers, diagonal cutter	7-1/4"
	Pliers, snap ring	small
	Pliers, snap ring	large
	Pliers, retainer ring	
	Pliers, slide joint	
	Ball peen hammer	1 lb.
	Ball peen hammer	2 lb.
	Ball peen hammer	3 lb.
	Plastic tip hammer	
	Rubber hammer	
	Allen wrench set (imperial)	
	Allen wrench set (metric)	
	Multi-Tester (Digital)	200 – 2M impedance
	Carbon scraper	
	Awl	
	Drill index (box only)	1/16" to 1/2"
	Extending magnet retrieval tool	
	Extending mirror inspection tool	
	Picks	
	Tubing cutter	

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APPENDIX IV - Required Tool List - Fire Apparatus Technicians		
Tool Allowance	Description	Size / Count
	Punch set	1/16" to 5/32"
	Cold chisel set	
	Brass drift	
	Mechanical fingers retrieval tool	

**\*\* APPENDIX V - Specialized Grievance and Arbitration Mechanisms Pursuant to the Duty to Accommodate Framework Agreement**

## INTRODUCTION

The parties to this collective agreement are participants in the City of Edmonton – Civic Union Workplace Relationship Agreement, and the Duty to Accommodate Framework Agreement (*“the Framework Agreement”*) entered into under the auspices of the Working Relationship Agreement.

In the Framework Agreement, the participants agree to establish specialized grievance and arbitration mechanisms to resolve disputes over the duty to accommodate, modifying, or in lieu of, the grievance and arbitration provisions in their collective agreements. The reasons and purposes for such specialized processes include recognition that:

- The duty to accommodate can involve obligations and remedies that transcend bargaining unit boundaries, and thus involve a need for dispute resolution where additional parties can participate so as to avoid multiple proceedings.
- The duty to accommodate is a process not just a result; that it is time sensitive; and that the rights and obligations can change over time; all of which can favour informal, expedited and specialized processes.
- While statutory human rights procedures exist, collective agreement arbitration provides a parallel procedure which, if suitably adapted, offers a more flexible and timely way of resolving accommodation issues for the civic workforce; and
- Although expedited procedures will normally be the chosen option for resolving such disputes, parties may at times choose instead to follow their more formal arbitration procedures, which they should remain free to pursue, subject to modifications for individual and affected union participation and a pre-arbitration mediation process.

*Therefore:*

The parties to the collective agreement agree to use the following alternative grievance and arbitration procedure for cases falling within the scope of this Appendix.

### 1 Scope

- 1.1 This procedure applies to grievances concerning the duty to accommodate employees on the basis of physical or mental disability.
- 1.2 This procedure does not apply to:
  - 1.2.1 Cases where employees seek accommodation as a result of an addiction said to be a physical or mental disability, or
  - 1.2.2 Cases where employees raise accommodation issues only after being terminated by the City of Edmonton.

### 2 Initiating a Grievance

- 2.1 Grievances may be initiated during the course of an accommodation process to obtain a decision on a particular decision point in that process even though other steps remain to be taken.
- 2.2 A grievance may concern:
  - 2.2.1 Whether an employee seeking accommodation has a mental or physical disability that gives rise to a need for accommodation
  - 2.2.2 What, if any, restrictions or requirements arise from the employee's disability.
  - 2.2.3 A decision by the City of Edmonton not to accept a measure that might be undertaken to accommodate the employee's needs in their existing job or some other job (whether modified or not), whether based on undue hardship or any other reason.

- 2.2.4 A decision by an Employee or the Union to decline to accept as a reasonable or suitable accommodation, a measure proposed by the City of Edmonton.
- 2.2.5 The failure or refusal by any Union or Association to give any necessary consent to any aspect of a proposed measure that might be undertaken to accommodate an employee's needs, whether that failure or refusal is based on conflicting collective agreement provisions, undue hardship, or otherwise.
- 2.2.6 The assignment of an employee to a position within a different bargaining unit or any terms and conditions attached to that assignment; or
- 2.2.7 Whether any trial period for an accommodation measure has succeeded.
- 2.3 In these procedures, "*parties*" mean the parties to this collective agreement and any other affected Union or Unions. It does not include an individual with a right to be represented or heard separately during any arbitration procedure.
- 2.4 Prior to filing a grievance under Article 2.2 of this letter the party will follow the provisions for precipitating a decision on a decision point in the Framework Agreement and shall first advise all affected parties of their wish for a decision on the issue.
- 2.5 On receipt of a request for a decision, the City's Disability Management Consultant, the Union or Unions involved, and such other persons whose presence may be necessary or appropriate to the decision, will meet for a full and frank discussion in an attempt to reach agreement on the question.
- 2.6 If the initial request or, following discussion, the agreed upon issue, is a question of the employee's disability, capacity, or the requirement of any job or proposed job, the parties will initiate the process of obtaining an independent report on the issue in accordance with the procedures in the Framework Agreement. Any professional opinion or factual report obtained as a result of those processes shall be accepted as *prima facie* proof in any subsequent arbitration proceedings.
- 2.7 The party requesting a decision and the party whose decision is sought may agree in writing to continue to assess the matter in an agreed upon manner.
- 2.8 Following the meeting referred to in Article 2.4, and unless Articles 2.5 and 2.6 (all in this Letter) apply, the party required to make a decision will provide that decision in writing within fifteen (15) working days of the initial request.
- 2.9 If a decision on a decision point is agreed to, it will be implemented forthwith, according to the terms. If no grievance disputing the decision is initiated within fifteen (15) working days following the decision, it will be treated as agreed upon and any proposed action may be implemented unilaterally. A grievance over any decision described in Article 2.2 of this Letter may be filed by the parties to this collective agreement or by another Union affected by the decision. The dispute shall be submitted in writing to the roster Coordinator, with a copy of the dispute provided to the Director of Labour Relations, Human Resources Branch.

### 3 Separate Representation

- 3.1 Where an individual is directly affected by the subject matter of a decision, and their interests may conflict with the position being advanced by their bargaining agent, they may be separately represented in any arbitration process. The form of that separate representation shall be determined by their bargaining agent. Separately represented employees shall not have the authority to advance a matter to arbitration or to insist on formal rather than expedited arbitration.

### \* 4 Expedited Arbitration

- 4.1 All grievances will be heard initially by a member of the expedited arbitration roster. Unless the parties agree to a particular member of the roster, the roster coordinator will assign a member to hear the grievance.

- 4.2 The roster member assigned to hear the grievance will convene a meeting of the parties and any individual entitled to separate representation. The purpose of that meeting will be to:
  - 4.2.1 Ensure the issues in dispute are defined;
  - 4.2.2 Determine whether the parties agree to expedited arbitration or wish to have all or part of the issue resolved by a formal process;
  - 4.2.3 If the parties accept expedited arbitration, to set a time, date and place for an expedited arbitration hearing with that roster member;
  - 4.2.4 If a party selects formal arbitration, set a time, place and date for a “*without prejudice*” pre-arbitration mediation with the roster member or any other agreed upon mediator;
  - 4.2.5 Discuss any other matter that, in the opinion of the roster member, is appropriate;
  - 4.2.6 Unless formal arbitration has been selected, grant interim orders where there are substantial reasons for doing so and where the order can be made in a manner that accords with the Framework Agreement;
  - 4.3.7 Where the parties agree, do anything at the first meeting that might be done at the expedited arbitration or mediation stages.
- \* 4.3 Every attempt will be made to hold the meeting referred to in Article 4.2 of this Appendix within ten (10) working days of the date the grievance is received by the roster Coordinator, and may be in person or, with the consent of the affected parties, by teleconference. A failure to hold the meeting within ten (10) working days will not constitute loss of jurisdiction.
- 4.4 The roster member will provide participants with minutes of the first meeting, including any agreements reached, along with directions for a mediation meeting or an expedited arbitration hearing.

## 5 Expedited Arbitration

- 5.1 The Roster member shall hear the grievance informally and expeditiously, providing the parties and any separately represented member the opportunity to adduce evidence and be heard, following which the member will issue a summary award on the grievance. The award will be provided in writing.
- 5.2 The parties will implement the award forthwith, according to its terms.
- 5.3 Awards under the expedited process will be confined to the issue raised in the grievance on the particular decision point. Any further issues that arise in respect to the duty to accommodate that same individual will be dealt with through a continuation or resumption of the Framework Agreement processes and if needed, by a further grievance on any subsequent decision point, rather than through the expedited arbitrator remaining seized with the matter.

## 6 Grievance Mediation

- \* 6.1 Where the parties have selected formal arbitration, the arbitration board will be appointed and scheduling commenced as outlined in Article 14.02.03-*Arbitration Stage*, following the first meeting referred to in Article 4.2 of this Appendix. At the same time, the parties and any separately represented employee will participate in a “*without prejudice*” mediation meeting with the Roster member or another agreed upon mediator.
- 6.2 Participants in the mediation will each be represented by a person or persons familiar with the matter who will make good faith efforts to resolve the matter and who have decision making authority.

- 6.3 Settlements reached through informal mediation shall, where they resolve the full issue, be incorporated into a consent award of the Roster member as an arbitrator, or where they resolve some issues only, be incorporated into an agreed statement of facts or position to be placed by consent before the formal arbitrator or arbitration panel.
- \* 6.4 Other than the documents referred to in Article 6.3 of this Appendix, the discussions during informal mediation shall be privileged and shall not be referred to in any subsequent arbitration or other proceeding.
- 6.5 The cost of the roster Coordinator's administrative duties shall be paid by the City of Edmonton. The cost of the mediation or expedited arbitration duties of the panel members will be shared jointly between the City of Edmonton and the Union or Unions involved in individual cases. Where there is more than one Union involved in a particular case, the Union's half of the costs shall be divided equally between them unless the mediator or expedited arbitrator orders some different appointment.

## 7 Formal Arbitration

- 7.1 Where a party insists on formal arbitration, that arbitration will be established and conducted in accordance with the arbitration procedure in this collective agreement, modified as necessary to comport with the Framework Agreement.
- 7.2 Where, in addition to the Union under this collective agreement, there is another affected Union in respect of the dispute, the following provisions will apply.
- 7.2.1 The decision of the arbitration board will be final and binding on all parties;
- 7.2.2 Except to the extent this agreement provides for, or other parties agree upon, a single arbitrator, the Unions will attempt to agree upon a single nominee, failing which a Union nominee will be selected by the Roster member assigned to conduct the informal mediation.
- 7.2.3 The costs of any nominee, and of the Chair, will be shared by the Unions equally, unless the arbitrator or arbitration board awards some different apportionment.
- 7.3 In addition to any other powers provided by law or by the Collective Agreement, the arbitrator or arbitration board may, on the request of any affected party, by interim order, direct what ought to be done, or not be done, pending the arbitration hearing or ruling. Interim orders shall only be granted where there are substantial reasons for doing so, and shall be made in a manner that best accords with the provisions of the Framework Agreement.
- \* 7.4 Arbitrators shall be selected from the following list of arbitrators, either by agreement, or on the basis of the rotation provided for in the Framework Agreement.
- 7.5 Where an arbitrator or arbitration board, appointed under this collective agreement, finds that the matter or any part of the matter arising in that arbitration properly falls within the scope of the letter of understanding, the arbitrator or arbitration board may direct the parties to pursue the matter in accordance with the provisions of this letter of understanding.
- 7.6 The arbitrator or arbitration board may make any directions as to timeliness or other procedural issue that appears just in all the circumstances. An application under this clause may be made by any party affected by the issue in question whether or not that party is a party signatory to the collective agreement. No such application may be made by an individual employee.

## 8 Duration and Termination

- 8.1 This Appendix shall continue in force beyond the expiry date of the Collective Agreement, and shall be renewed with each successor agreement if both parties mutually agree.

- 8.2 In the event a party to the Duty to Accommodate Framework Agreement withdraws from participation in the Agreement, this Appendix shall cease to be in force on the date the notice period expires. Grievances currently in progress shall continue to utilize the process outlined in this letter of understanding until the decision of the roster member is received.

# LETTERS OF UNDERSTANDING

## LETTERS OF UNDERSTANDING

between

THE CITY OF EDMONTON  
A Municipal Corporation  
(hereinafter referred to as the "City")

- and -

EDMONTON FIRE FIGHTERS' UNION  
(hereinafter called the "Union")

The following Letters of Understanding to the 2011-2016 Collective Agreement  
are individual Letters but are grouped together for signing purposes only.

### LETTERS OF UNDERSTANDING

- 01 Career Pathing
- 02 Clothing
- 03 Clothing Distribution Process
- 04 Banked Time - Fleet Services Branch
- 05 Banked Time - Platoon Chiefs
- 06 External Comparisons of Employment Terms and Conditions
- 07 Employment Opportunities for Individuals with Intellectual Disabilities Program
- 08 New Shift Schedule Arrangement - Fleet Services, Fire Service Centre
- 09 Standard Operating Guideline - Vacation Selection Criteria
- 10 Tool Allowance

## LETTER 01

### 01 Career Pathing

The City agrees to work with the Union to develop Career Pathing objectives and criteria for professional development, career advancement, and promotion. Any recommendations for change will incorporate Fire Vision, the unique qualifications and needs of the individual classes and the current Collective Agreement provisions. The recommendations will require final approval of the parties.

## LETTER 02

### 02 Clothing

The parties agree to have a joint committee review the provisions of Part I Article 8.05, "Clothing". The Clothing Committee shall consider the clothing issue provisions and consider revisions in the system that will provide for the safety of members, the operational needs within the unique groups, the dress standards and orders of dress of the City and the individual's needs. This may include greater flexibility or options. Revisions shall not alter the current cost of the issue but shall provide allowance for inflation.

The Committee shall report to the Labour Management Committee and the Occupational Health and Safety Committee on a regular basis. Final recommendations shall be tabled with the Labour Management Committee not later than June 1, 2002. Any modifications to the current terms of Part I Article 8.05 shall be subject to final approval by the parties and be effective for the issue of 2003.

## LETTER 03

### \*\* 03 Clothing Distribution Process

In the forum of Labour Management Committee meetings, the parties agree to discuss alternatives to the current clothing issue process, as outlined in Article 8.05.08, with the view to making mutually agreed changes that will improve the efficiency of the process and member satisfaction during the term of this agreement. In the interim, and/or failing mutual agreement to an alternative, the process outlined in Article 8.05.08 shall continue.

## LETTER 04

### \*\* 04 Banked Time – Fleet Services Branch

Article 6.02, *Overtime Work* of the Collective Agreement is amended as follows for the employees represented by the Union in the Fleet Services Branch.

An employee shall have the option to receive overtime, pay for work on off days, or pay for work on statutory holidays as follows:

- ♦ paid out at the rate described as per 6.02.01, or
- ♦ at their regular rate of pay paid out, plus credit an equal dollar amount to their banked time.

An employee may bank up to the time equivalent of 40 hours and, in the event that leave is taken in periods equal to or less than the 40 hours, may re-accumulate credits up to the 40 hour limit.

The time equivalent of dollar amounts in an employee's overtime bank shall be scheduled as time off, as mutually agreed to by the employee and the City. No employee shall be permitted to use banked time credits as time off if such employee has unused vacation credits in excess of the maximum permitted by City policy.

The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's banked time by the employee's regular rate of pay at the time the banked time is to be taken. Should the time equivalent of an employee's banked time be reduced as a result of a rate change, the employee will be entitled to make up the difference such that his bank does not exceed the maximum 40 hours at the new rate.

An employee's banked time credits may be paid out, instead of taken as time off, only if a minimum of 24 hours is paid out. If circumstances warrant, the City may approve a payout of less than 24 hours of banked time, but only where the employee's entire balance is paid out.

An employee shall be allowed to carry over banked time to succeeding banked time years.

## LETTER 05

### \*\* 05 Banked Time - Platoon Chiefs

In accordance with Article 16.01.01, when the City requires a Platoon Chief to work outside their normal scheduled shift and when the reason for the work is not a response to an emergency scene, the City will, wherever operationally feasible, arrange the call-in assignment in half day (5 hour) increments.

LETTER 06

\* 06 External Comparisons of Employment Terms and Conditions

The City and the Union are in agreement that during collective bargaining either party may provide the other with comparative terms and conditions of employment for other external Emergency Service Agreements in the event that a third party review should become necessary.

LETTER 07

\*\* 07 Employment Opportunities for Individuals with Intellectual Disabilities Program

The City and the Union believe that it is important to promote a city culture of inclusion, where persons with intellectual disabilities have the opportunity to contribute, participate and feel valued through meaningful employment opportunities with the City of Edmonton.

We will work together with disability focused community serving organizations (partner organization) to provide employment opportunities to such individuals, under the following conditions:

- ♦ There will be a maximum of ten (10) ongoing part-time (8-16 hours per week) out-of-scope positions.
- ♦ Duties of the position will be meaningful and aligned to the unique skills and abilities of each individual and may include some tasks which would normally be considered bargaining unit work.
- ♦ There will be no elimination of positions or reduction of hours of work within the bargaining unit as a result of this program.
- ♦ The terms and conditions of employment for individuals hired under this Letter of Understanding shall be determined by the City of Edmonton.
- ♦ The Union will be notified of individuals hired under this Letter of Understanding.

LETTER 08

\* 08 New Shift Schedule Arrangement – Fleet Services, Fire Service Centre

GENERAL CONDITIONS

1) Shift schedule arrangement

The following shift scheduled shall be implemented for Fleet Services in the Fire Service Centre effective January 13, 2013.

2) Hours of Work

a) Captain Shop Foreman

Eligible scheduled days of work will be Monday to Friday, working 8 hours per day, inclusive of a 20 minute paid meal break. The employee shall be required to respond to service requirements over the paid break, should they occur. The hours of work for such employee will total 80 hours bi-weekly.

b) Fire Apparatus Technician

The shift schedule will be implemented so that participating employees work a 10 hour shift, inclusive of a paid 30 minute meal break. Employees shall be required to respond to service requirements over the paid break, should they occur.

The hours of work for such employees shall average 80 hours per pay period over the length of the shift schedule. Fire Apparatus Technicians will also be eligible to be scheduled days of work 7 days a week. Off days are to be consecutive wherever practicable.

c) Automotive Serviceman I

Eligible scheduled days of work will be Monday to Friday, working 8 hours per day, inclusive of a 20 minute paid meal break. Employees shall be required to respond to service requirements over the paid break, should they occur. The hours of work for such employees will total 80 hours bi-weekly.

d) Welder

Eligible scheduled days of work will be Monday to Friday, working 8 hours per day, inclusive of a 20 minute paid meal break. Employees shall be required to respond to service requirements over the paid break, should they occur. The hours of work for such employees will total 80 hours bi-weekly.

e) Change of shift

Members shall receive 7 calendar days' notice of change of shift. If the required notice is not given, the affected members shall receive overtime for the first shift worked.

3) Temporary Change of Duties - Acting

Acting for the Captain Shop Foreman will be in accordance with Appendix II shall be by the senior qualified member available on duty.

Acting will not be required during regularly scheduled days off.

4) Fringe Benefits

a) A day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the regular hours of work outlined in point 2.

b) Vacation and sick leave: Usage shall be administered on an hourly basis in conjunction with point 2 of this arrangement.

5) Statutory Holidays

Based on operational need, employees can be scheduled to work on all statutory holidays outlined in the Edmonton Fire Fighters collective agreement except Christmas Day, Boxing Day and New Years Day.

Members who are scheduled to work on a statutory holiday shall be paid in

accordance with the provisions of the applicable articles in the collective agreement and this Letter of Understanding.

6) Reversion From the Shift Schedule Arrangement

Either of the parties may decide at any time to revert from the shift schedule arrangement by providing a minimum of 30 calendar days notice in writing to the other party. However, the parties agree that in the event either party decides to revert from this arrangement they will meet to discuss the reasons prior to the reversion.

All parties agree that a reversion from this arrangement will coincide with the conclusion of a pay period.

All terms and conditions of the Collective Agreement shall apply except as varied in this agreement.

## LETTER 09

### \*\* 09 Standard Operating Guideline - Vacation Selection Criteria

Both parties agree that the Standard Operating Guideline concerning the Vacation Selection Criteria was collaboratively developed by Fire Rescue Services and the Edmonton Firefighters' Union - resulting in a guideline that seeks to meet the best interests of the City, Fire Rescue Services, the Edmonton Firefighters' Union and its members.

Should changes or amendments to the Standard Operating Guideline be contemplated, the Guideline shall be referred to the Union Management Committee under the terms and conditions specified in Part I Article 19, in order to provide the parties with ample opportunity to fully discuss the issues and proposed amendments. A genuine and concerted effort shall be made to obtain mutual agreement prior to implementation of any such changes.

## LETTER 10

### \* 10 Tool Allowance

The parties agree to organize a committee to review the tool allowance provision and consider means of compensating for tools. Should the parties agree to an alternate method of compensation for the allowance, they shall consider the tool list and method of costing as is detailed in the current Part I Article 8.09.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015, AD

THE EDMONTON FIRE FIGHTERS' UNION

THE CITY OF EDMONTON

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

Witnessed By:

\_\_\_\_\_  
Senior Negotiator