

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MEDICINE HAT

AND

**THE MEDICINE HAT FIRE FIGHTERS ASSOCIATION
LOCAL 263 OF THE
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

JULY 1, 2015 TO DECEMBER 31, 2018

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**THE CITY OF MEDICINE HAT
(Hereinafter called the "City")**

AND

**THE MEDICINE HAT FIRE FIGHTERS ASSOCIATION
LOCAL 263 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(Hereinafter called the "Association")**

WHEREAS negotiations have been carried out between the City and the Association respecting conditions of employment and wages to be paid to members of the Association.

NOW THEREFORE, the parties agree together as follows:

1. PERIOD COVERED

- 1.1. The agreement shall be effective from July 1, 2015 to December 31, 2018. Either party to this Agreement may, not less than sixty (60) days and not more than one-hundred and twenty (120) days preceding the expiring date of this Agreement, by notice in writing, require the other party to commence collective bargaining. If, as a consequence of that notice, collective bargaining or compulsory arbitration proceedings extend beyond the expiry date, this Agreement shall remain in force until such time as the parties reach agreement or as the award of the compulsory arbitration board otherwise states.
- 1.2. Should notice to commence bargaining not be forthcoming from either party, this Agreement shall remain in effect until and expire on December 31, 2019 and so on for each succeeding year until the required notice has been given.

2. DEFINITIONS

- 2.1. Association when used in this Agreement shall mean the Medicine Hat Fire Fighters Association, IAFF Local 263 and all its associated members.
- 2.2. Branch when used in this Agreement shall mean a work unit within the Fire Service consisting of one of the following:
 - 2.2.1. Fire Prevention Branch shall mean that portion of the Fire Service that is primarily responsible for inspections, investigations, fire prevention and public education duties.
 - 2.2.2. Fire Suppression Branch shall mean that portion of the Fire Service that is primarily responsible for firefighting, rescue and hazardous materials response duties.

- 2.2.3. Fire Training Branch shall mean that portion of the Fire Service that is primarily responsible for the training duties.
- 2.3. City when used in this Agreement shall mean the City of Medicine Hat Council and the managerial employees authorized to represent the City who are outside of the scope of this Collective Agreement in accordance with the Alberta Labour Relations Code.
- 2.4. City Grievance Committee when used in this Agreement shall mean a committee consisting of an Alderman appointed by the Corporate Services Committee, the Commissioner of Public Services and any one other Commissioner.
- 2.5. Days when used in this Agreement shall mean calendar days, unless otherwise stipulated in this Agreement.
- 2.6. Fire Service when used in this Agreement shall mean the Medicine Hat Fire Service employing professional fire fighters.
- 2.7. Letter of Agreement when attached to this Agreement shall mean a mutually agreed letter, in writing, authorized by the signing authorities to this Agreement, that amends the terms and conditions of this Agreement on an ongoing basis that may, or may not, be incorporated into the main body of the Agreement during collective bargaining.
- 2.8. Letter of Understanding when attached to this Agreement shall mean a mutually agreed letter, in writing, between the Association and the Human Resources Department, that on a case by case basis temporarily by-passes a specific article(s) of the Agreement or provides clarification on how an article(s) is to be applied/interpreted in the Agreement.
- 2.9. Member when used in this Agreement shall mean an employee who has successfully completed the probationary period and has been placed in a permanently established position.
- 2.10. Rates of Pay:
- 2.10.1. Classified Rate when used in this Agreement shall mean the rate of pay assigned to a member's classification in the Salary Schedule of this Agreement, and does not include any allowances or premiums.
- 2.10.2. Regular Rate when used in this Agreement shall mean the member's classified rate plus any General Holiday Pay and Service Pay if applicable.
- 2.11. The Singular when used in this Agreement shall mean and include the plural and vice-versa, where the context of the article does not dictate otherwise.
- 2.12. The Masculine Gender when used in this Agreement shall mean and include the feminine gender and vice-versa, where the context of the article does not dictate otherwise.

3. SCOPE

- 3.1. The City recognizes the Association as the sole bargaining agent for all employees covered by Labour Relations Board Certificate No. 225-92.
- 3.2. No member covered by this Agreement shall be asked to make a written or verbal agreement with the City covering hours of work, wages or conditions during the term of this agreement except where specifically provided for in this collective agreement.
- 3.3. The parties to this Agreement have agreed to the following procedures as they apply to managerial exclusions from the bargaining unit:
 - The City shall provide written notice to the Association of their intent to exclude any positions from the bargaining unit.
 - The parties shall meet to discuss the managerial exclusion plans and every reasonable attempt shall be made to settle the matter locally.
 - If agreement cannot be reached between the parties, the matter may be referred to the Labour Relations Board for a ruling.
 - If a determination is made that a position should be excluded from the bargaining unit, any incumbent in that position shall have the right to refuse the exclusion and can therefore revert back to their former position that remains in the bargaining unit.

4. ASSOCIATION DUES

- 4.1. It is mutually agreed that the City shall, bi-weekly, deduct Association dues from the salary of each and every member covered by this Agreement and remit the total amount of such deductions to the Treasurer of the Association, in the month following the date on which the deductions were made. Association dues for new members shall be deducted immediately when a member joins the Fire Service. It is agreed that the payment of Association dues shall not alter or affect the conditions which are normally effective during the probationary period.

5. RIGHTS OF MANAGEMENT

- 5.1. The Association recognizes that it is the function of the City to exercise the regular and customary functions of management, including the making in connection therewith of such rules relating to operations as it shall deem advisable, and to direct the working forces of the Fire Service subject to the terms of this Collective Agreement. The question of whether any of these rights is limited by this Agreement may be decided through the Grievance Procedure.
- 5.2. Any curtailment in existing privileges in respect to working conditions shall be subject to the Grievance Procedure.

6. DISCRIMINATION & HARASSMENT

- 6.1. The City and the Association agree that the workplace shall remain free from all forms of discrimination and harassment and that there shall be no interference, restrictions, coercion exercised or practised with respect to any member in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline,

discharge or otherwise by reason of a member's gender, physical disability, mental disability, age, race, religious beliefs, colour, ancestry, place of origin, marital status, source of income, family status, sexual orientation, political affiliation, or by reason of his membership or activity in the Association.

7. RULES AND REGULATIONS

- 7.1. This Agreement is to be used in conjunction with the standard operating procedures, standard operating guidelines and current practices of the Fire Service. The Fire Chief agrees to discuss with the Association any changes to the standard operating procedures, standard operating guidelines and current practices at least fourteen (14) days prior to such changes being implemented, the purpose of such discussion being to effectively examine any affected issues which may be of concern to the Association prior to implementation.
- 7.2. When there is any conflict between standard operating procedures, standard operating guidelines, standing orders, policy directives, City policies or current practices and any provisions of this Agreement, the provisions of this Agreement shall prevail.

8. DISCIPLINARY ACTION

- 8.1. Reprimands or disciplinary actions shall be destroyed from a member's file after twenty-four (24) months of continuous standard performance and shall not be used in disciplinary proceedings. Whenever a member is disciplined, the member involved shall be advised of his right to have an Association representative present prior to any disciplinary action.
- 8.2. No member shall be disciplined, discharged, or demoted except for just and reasonable cause.
- 8.3. The Fire Marshal, Platoon Officers and the Chief Training Officer shall not have disciplinary authority within the Fire Service. Matters which may require discipline are to be referred by the said Officer to the Deputy Fire Chief, who shall make recommendations to the Fire Chief. Sole authority to implement disciplinary action is vested in the Fire Chief or Acting Fire Chief.

9. LABOUR MANAGEMENT COMMITTEE

- 9.1. The City and the Association recognize the benefits of communicating with each other on a regular basis and agree to meet quarterly to promote a mutual understanding of all issues impacting the Fire Service.

10. JOB DESCRIPTIONS

- 10.1. Job descriptions shall be maintained by the Fire Service. The Fire Chief shall discuss with the Association any changes to the job descriptions at least thirty (30) days prior to such changes being implemented, the purpose of such discussion being to effectively examine any affected issues which may be of concern to the Association prior to implementation and to make any appropriate changes to the job description prior to implementation.

11. RESIDENCE REQUIREMENTS

- 11.1. Residence within the City limits shall not be a condition of employment. Notwithstanding the above, any member living out of the City limits shall satisfy the City that he has taken every reasonable precaution to ensure that he shall be able to attend his shifts regularly and to respond to emergencies if required. However, it is understood that there shall be no discrimination with respect to the place of residency within the City limits.

12. ACCESS TO PERSONAL INFORMATION

- 12.1. All members shall have access to any and all personal information pertaining to them upon their request, subject to the provisions of Alberta's Freedom of Information and Protection of Privacy Act.

13. PRINTING OF CONTRACTS

- 13.1. The City shall arrange for the printing of a copy for each member of this Collective Agreement. The cost of such shall be split equally between the two parties.

14. SENIORITY

- 14.1. Departmental seniority in the Fire Service shall be deemed to have commenced when a member has joined the Fire Service.
- 14.2. Branch seniority in the Fire Service shall be deemed to have commenced when a member has joined a respective branch.
- 14.3. An updated seniority list shall be posted in all Fire Stations during the first month of each year identifying departmental and branch seniority.
- 14.4. A member shall lose his seniority in the event:
- 14.4.1. He is discharged for just cause and is not reinstated;
 - 14.4.2. He resigns;
 - 14.4.3. He is laid off for a period longer than three (3) years.

15. LAYOFFS

- 15.1. The City shall provide the Association with three (3) months advance notice in writing in the event of a layoff.
- 15.2. Should layoffs occur in the Fire Service, layoffs shall be in reverse order of departmental seniority and recall shall be in order of departmental seniority.
- 15.3. Where technological change shall result in the layoff of any member, the City agrees to notify the Association at least four (4) months in advance of the technological change being implemented.

15.3.1. For the purposes of this article, technological change shall mean the introduction or implementation of equipment, materials or processes that are different from those previously used and that may alter the existing standard operating practices and procedures.

16. CLASSIFICATIONS

16.1. Advancement in the classifications in the salary schedule shall take place as follows:

16.1.1. New members of the Fire Service shall serve a one (1) year probation period at the appropriate probationary rate of pay. A probationary member who has successfully completed the probationary period, has met the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances) and has passed a qualifying examination shall be considered as a permanent employee and shall be advanced to the next higher classification. Evaluations of the probationary members shall be held every three (3) months by the Deputy Chief, Chief Training Officer and two (2) Officers from the platoon (or the Fire Marshal), leaving the final recommendation to the Deputy Chief.

16.1.2. Examinations of probationary members shall be made on the following basis - written examination: 40%; oral / practical examination: 50%; record and past performance: 10%.

16.1.3. A passing mark of seventy percent (70%) or better is required for all examinations. Probationary members shall write examinations as set by the Board of Promotion. In the event of failure to pass such an examination, a supplemental examination shall be taken within thirty (30) days of the results of the first examination, and failure to pass such supplemental examination may result in dismissal for the probationary member as determined by the Board of Promotion.

16.2. Fire Fighters shall serve one (1) year at Third Class and then one (1) year at Second Class and shall meet the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances) prior to being classified as Second Class or First Class Fire Fighters. A Fire Fighter shall be advanced to the Senior classification after he has met the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances), has passed a qualifying examination and has served nine (9) years as a Fire Fighter in the Medicine Hat Fire Service.

16.2.1. Examinations of First Class Fire Fighters shall be made on the following basis - written examination: 40%; oral / practical examination: 50%; record and past performance: 10%.

16.2.2. A passing mark of seventy percent (70%) or better is required for all examinations. Fire Fighters shall write examinations as set by the Board of Promotion. In the event of failure to pass such an examination, a

supplemental examination shall be taken within thirty (30) days of the results of the first examination, and failure to pass such supplemental examination shall mean no salary increment or advancement in the year. Members shall be eligible to rewrite their advancement examination one (1) year from the failure date of the supplemental examination.

- 16.3. The twelve (12) Senior Fire Fighters with the most seniority who meet all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program shall be classified as a Qualified Officer.
- 16.4. Fire Prevention Officers shall serve one and one-half (1 ½) years at each of the Level II and III classifications and shall meet the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances) prior to being advanced to the next higher classification.
- 16.5. The Logistics & Training Officer shall serve one (1) year at the Logistics & Training Officer I classification and shall meet the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances) prior to being advanced to the Logistics & Training Officer II classification.
 - 16.5.1. A Captain successfully transferring from the Fire Suppression Branch, or a Fire Prevention Officer IV successfully transferring from the Fire Prevention Branch, shall be placed at the Logistics & Training Officer II classification.
- 16.6. Those members successfully transferring from the Fire Suppression Branch to the Fire Prevention Branch, shall be placed into the Fire Prevention Officer classifications based upon the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program (except for extenuating circumstances). A Senior Fire Fighter shall be placed no lower than the Fire Prevention Officer II classification.

17. VACANCIES & PROMOTIONS

- 17.1. If a vacancy occurs in the Fire Service in a position other than in the Platoon Chief, Fire Marshal, Chief Training Officer, Captain or Lieutenant classifications, such vacancy shall be posted in bulletin form in the Fire Service. All applications for such vacancy shall be applied for in writing and directed to the Human Resources Department. Only under extenuating circumstances shall vacancies take longer than sixty (60) days to be filled.
 - 17.1.1. To determine the successful candidate for a transfer from branch to branch, the candidate meeting the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program shall be selected in order of departmental seniority. Members transferring branches shall retain their position in their original branch for a period of two (2) years. During this period, requests in writing for transfer back to their original branch shall be honoured.

17.1.2. When evaluating each applicant to the Logistics & Training Officer position, the City shall consider the knowledge, abilities, skills, training and experience required to perform the functions of the position. In the event that these factors are considered by the City as being relatively equal, departmental seniority shall be used in determining preference or priority when filling the position.

17.1.2.1. A member appointed to the Logistics & Training Officer position shall be considered to be in a trial period for a period of one (1) year. If at any time up to one (1) year the member is returned to his previous position by the City, or chooses to revert to his previous position, he shall do so without loss of branch seniority.

17.1.3. Members wishing to transfer back to their original branch after a two (2) year absence shall apply in writing. Such transfer shall be made without prejudice as vacancies permit. Members transferring back to their original branch shall be placed on the branch seniority list in the order that recognizes their total time in that branch.

17.2. All promotions to the Platoon Chief, Fire Marshal, Chief Training Officer, Captain or Lieutenant classifications shall be made in accordance with the Fire Service Promotional Policy as outlined in Appendix A.

18. SENIOR POSITION

18.1. A Platoon Chief and a Lieutenant shall be maintained on duty at all times, and a Captain shall be maintained on duty at all times at each station.

18.2. Temporary vacancies in Officer classifications shall be filled as follows:

18.2.1. In the event of a temporary vacancy in a Platoon Chief position, a Captain on the platoon concerned shall act as Platoon Chief as required.

18.2.2. In the event of a temporary vacancy in a Captain position, a Lieutenant or a Qualified Officer on the platoon concerned shall act as Captain as required.

18.2.3. In the event of a temporary vacancy in a Lieutenant position, a Qualified Officer on the platoon concerned shall act as Lieutenant as required.

18.2.3.1. If there are no Qualified Officers on the affected platoon, a Senior Fire Fighter may be placed in an acting position. If there are no Senior Fire Fighters on the affected platoon, the senior most Fire Fighter on duty who has commenced Officer training may be placed in an acting position.

18.2.4. In the event of a temporary vacancy in the Fire Marshal position, a Fire Prevention Officer IV shall act as Fire Marshal as required.

- 18.2.5. When a temporary vacancy causes a shortage requiring backfilling by overtime, the position shall be backfilled with a member of the same rank that caused the shortage unless no member of that rank is available.
- 18.3. When a member is placed in a temporarily vacant senior position for a period of at least one hour, he shall receive the senior rate of pay for each full hour worked.
- 18.4. In the event of a temporary vacancy of more than four (4) months in a Platoon Chief, Captain, Lieutenant or Fire Marshal position, the senior member on the respective "Promotion List" shall be promoted in accordance with the Promotional Policy. In the event that the absent Officer should return to work, any Officer temporarily promoted shall revert back to his former position.
- 18.4.1. If it is known at the outset that the temporary vacancy will be more than four (4) months, the senior member on the respective "Promotion List" shall be promoted in accordance with the Promotional Policy.
- 18.5. A member who is temporarily assigned the majority of the duties of the Deputy Chief shall receive an adjustment of ten percent (10%) increase of his present hourly rate of pay after having served in the position for a period of at least one-half (½) of a regular shift or more.

19. HOURS OF WORK

- 19.1. The Fire Suppression Branch shall operate a four (4) platoon, two (2) shift, forty-two (42) hour per week work schedule. One shift shall work ten (10) consecutive hours during the day time (0800 to 1800 hours) and the other shift shall work fourteen (14) consecutive hours during the night time (1800 to 0800 hours) to comply to the schedule drawn up by the Fire Chief (currently attached as Appendix B).
- 19.1.1. Members shall not be transferred from platoon to platoon to fill temporary vacancies except in the case of extreme emergency and provided the member so placed shall not work more than one (1) shift in any one (1) day.
- 19.2. Fire Prevention Officers, the Fire Marshal, the Chief Training Officer and the Logistics & Training Officer shall work a ten (10) hour day from 0800 to 1800 hours, four (4) day work week, Monday through Thursday one week, and Tuesday through Friday the following week. With a minimum of fourteen (14) days' notice, or less if mutually agreed between the member and the Deputy Chief, schedules may be adjusted periodically Monday through Friday to allow for the efficient operation of the Fire Prevention Branch and/or the Fire Training Branch.
- 19.2.1. Qualified Fire Investigators shall work on a four (4) week rotation for the purposes of fire investigation standby during off-duty hours. Standby rotation periods may change as mutually agreed to by all parties. Standby remuneration shall be four hundred and seventy-five dollars (\$475) per week, or four dollars and three cents (\$4.03) per hour.

20. EXCHANGE OF REGULARLY SCHEDULED WORKING DAYS

- 20.1. Members shall be allowed to exchange shifts or partial shifts for any purpose, provided that such exchange is authorized by the affected Platoon Chiefs at least forty-eight (48) hours prior to commencement of the shift, except in cases of emergency. The working days so exchanged shall be repaid within a period of sixty-four (64) days unless special circumstances prevail to warrant an extension, which must be approved by the Fire Chief. Officers shall exchange working days with other Officers or Qualified Officers.
- 20.2. No member shall be entitled to any additional overtime pay as the result of working more than the normal amount of regular hours because of exchanging working days, but regular overtime pay shall be given in the event of any overtime hours incurred by reason of attendance at a fire or other emergency which requires the member to work more than the regular number of shift hours.
- 20.3. Any member who has arranged for the exchange of regularly scheduled working days with another member is responsible to work those agreed upon shifts. If a member cannot subsequently work the shift because of sickness, such member shall be allowed sick leave with pay. The member who is unable to fulfil an agreed upon shift exchange due to Worker's Compensation or compassionate leave shall have his absenteeism form recorded as same in accordance with the procedures of those particular articles.
- 20.4. Any member who works an exchange of regularly scheduled working days shall be entitled to any applicable premium(s) as outlined in the Collective Agreement.
- 20.5. Members who have exchanged regularly scheduled working days shall be allowed to utilize lieu time at the discretion of the Platoon Chief and upon completion of the appropriate form(s).

21. OVERTIME

- 21.1. When a member of the Fire Service is called for duty at a time when he is off shift or on his regularly scheduled days off, overtime pay shall be computed on the basis of double time (2X) his classified hourly rate for all overtime hours worked with a minimum payment of two (2) hours at double time (2X) paid for any one call.
 - 21.1.1. A member called for duty may be released before the two (2) hour minimum at the discretion of the Officer in charge.
- 21.2. For the purpose of establishing "days off" the first day off shall be deemed to commence at 0800 hours following the second night shift and that the subsequent days off shall commence at 0800 hours on consecutive days.
- 21.3. In the event an emergency call is received immediately prior to a shift change, the on-duty shift shall respond to the call.
- 21.4. For a period of ten (10) minutes immediately prior to a shift change the overtime rates of pay shall not apply to members of the oncoming shift, except that any

member who is actually called out to a fire or other emergency shall receive overtime according to the above schedule.

- 21.5. When an emergency call occurs during the sixty (60) minutes immediately prior to a regular shift change, and it is deemed necessary to call in a crew, the oncoming crew shall receive priority to staff the affected station. Between sixty (60) minutes and thirty (30) minutes of the start of the shift, a call-in of the oncoming crew shall be conducted. If the member is reported to be on his way to work, he shall be considered contacted. Within thirty (30) minutes of the start of shift, no call-in of the oncoming crew will be conducted. If the oncoming crew is in place and an emergency call is received, the crew will respond and shall receive overtime pay in accordance with Article 21.1.
- 21.6. Members kept on duty beyond ten (10) minutes after their regular shifts shall be credited with overtime at the above rates.

22. ROTATIONAL CALL-BACK SYSTEM

- 22.1. The Fire Service shall operate on a rotational call-back system, the administration of which shall be laid out by the Fire Chief subject to the following provisions:
 - 22.1.1. The members who are contacted shall report for duty as soon as possible after receiving the call.
 - 22.1.2. Members of the Fire Service who are on "days off" or "off shift" shall not be obligated to leave a telephone number or an address with the Fire Service as to their whereabouts. If a member cannot be contacted in the event of a call-back, this member shall in no way be subject to penalty or discipline because he has missed such a call-back.
 - 22.1.3. Members shall not be obligated to remain within the City limits while on days off or off shift, but any member who is leaving the City may be required to inform the Fire Service.

23. VACATION

- 23.1. All members shall receive annual vacations at their regular rate of pay as follows:
 - 23.1.1. From commencement of continuous employment to their first (1st) anniversary date, the member shall accumulate vacation at the rate of two (2) weeks per year or 0.038 hours for each regular hour paid or for Fire Suppression members, eight (8) shifts per year or 0.044 hours for each regular hour paid.
 - 23.1.2. From their first (1st) to their sixth (6th) anniversary date, the member shall accumulate vacation at the rate of three (3) weeks per year or 0.058 hours for each regular hour paid or for Fire Suppression members twelve (12) shifts per year or 0.066 hours for each regular hour paid.
 - 23.1.3. From their sixth (6th) to their thirteenth (13th) anniversary date, the member shall accumulate vacation at the rate of four (4) weeks per year or 0.077

hours for each regular hour paid, or for Fire Suppression members sixteen (16) shifts per year or 0.088 hours for each regular hour paid.

- 23.1.4. From their thirteenth (13th) to their twenty-second (22nd) anniversary date, the member shall accumulate vacation at the rate of five (5) weeks per year or 0.096 hours for each regular hour paid, or for Fire Suppression members twenty (20) shifts per year or 0.110 hours for each regular hour paid.
- 23.1.5. From their twenty-second (22nd) anniversary date onward, the member shall accumulate vacation at the rate of six (6) weeks per year or 0.115 hours for each regular hour paid, or for Fire Suppression members twenty-four (24) shifts per year or 0.132 hours for each regular hour paid.
- 23.2. Vacations shall be in rotation and in accordance with group positions established. Such group positions shall remain fixed. The division between the Spring and Fall section of vacations shall be calculated as near as possible to the centre of the school summer vacation.
- 23.3. It is agreed that in drawing up the vacation schedule to conform to the 4-platoon system, the members shall have the right to representation, through their Platoon Chief who shall make every effort to stay as close as possible to the already established group positions, so that members who have now reached the "prime time" vacation period would not find themselves reverted to the end or beginning of the vacation schedule.
- 23.4. The Fire Service shall allow one (1) man off on vacation on each platoon for every eight (8) men on a platoon. (As an example, two (2) men off on vacation when there are nine (9) to sixteen (16) men on a platoon, three (3) men are off when there are seventeen (17) to twenty-four (24) men etc.). However, additional men shall be allowed off on vacation provided that such vacation time in no way jeopardizes the operation of the Fire Service and upon the Fire Chief's authorization. The Fire Prevention Officers, and the Chief Training Officer, shall have their own vacation schedule and shall not affect the number of Fire Fighters that are on vacation. Members of the Fire Service shall be guaranteed a summer vacation once every four (4) years.
- 23.5. When a member moves from one platoon to another, that member shall take the position on the vacation schedule of the member he is replacing. It is agreed however, that providing no adverse effect becomes apparent with other members on the platoon such member shall take a position on the vacation schedule which is fairest to him.
- 23.6. Requests for vacation other than in the regular vacation period may be granted with the approval of their Platoon Chief and a copy to go to the Deputy Fire Chief.
- 23.7. Annual vacation shall run in conjunction with the six (6) days off period. That is to say, that a member's vacation shall be set so that his normal six (6) days off period shall immediately precede or follow his vacation. Exceptions may be made upon the approval of the member's Platoon Chief.

- 23.8. Members shall be allowed to split their vacation into blocks provided that these blocks are taken during an open period in the vacation schedule and subject to seniority and the approval of their Platoon Chief. A minimum of one (1) week shall be taken in each block of vacation. (For the purposes of this article, an "open period" shall mean any period of one (1) week of on-duty time when a particular platoon does not have any member of that platoon scheduled for annual vacation.). Single shifts may be taken at the approval of the member's Platoon Chief with appropriate notification to the Fire Chief.
- 23.9. If a member is unable to take the vacation to which he is entitled in any calendar year because of prolonged illness or injury, he shall carry his entitlement to any period of time outside of the departmental vacation schedule period in the current year or the following year. Any extension must be approved by the Fire Chief. Such entitlement shall not interfere with the normal rotation vacation schedule, but shall be taken at a time, or times, approved by the Fire Chief. The condition specified in Article 23.7 shall not necessarily apply.
- 23.10. If a member is incapacitated through illness or injury, for more than three (3) days, while on annual vacation, he shall be allowed to use sick days from his accumulated sick leave entitlement, provided a doctor's certificate is produced to prove illness or injury. The member shall be allowed to carry such period of time as specified in Article 23.9.
- 23.11. If two (2) members of the same platoon wish to exchange vacation periods with each other they may do so, providing such exchange does not affect the vacation schedule of others. They may exchange any portion, but the minimum shall be four (4) shifts or one (1) week. It is further agreed that no more than one (1) Officer from each platoon shall be off at any one time because of the exchange of vacation periods.
- 23.12. A member shall utilize vacation such that as of December 31st each year, he shall have no more than his annual entitlement accrued in his vacation bank.

24. GENERAL HOLIDAYS

- 24.1. The following shall be considered legal general holidays: New Year's Day, Family Day (as long as the Government of Alberta proclaims the same as a general holiday), Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 24.1.1. Members of the Fire Prevention Branch and the Fire Training Branch, who are employed as of March 31st of each year, shall not receive Easter Sunday but in its place shall receive a floater holiday taken at a mutually agreeable time.
- 24.2. Should any day other than the first Monday in August be proclaimed as a civic holiday by the City, the proclaimed day shall replace the first Monday. In addition, all "general" holidays proclaimed by the City, and / or the Government of Alberta and / or the Government of Canada, shall also be observed except where such "general" holidays are declared in lieu of the above named general holidays.

- 24.3. In the event a general holiday is declared in lieu of any of the above named general holidays, general holiday pay shall be paid for the "named Holiday" and not the "lieu day".

25. GENERAL HOLIDAY PAY

- 25.1. All members in the Fire Suppression Branch shall receive general holiday pay in each bi-weekly pay period calculated as 6.6% of their classified rate.
- 25.2. The general holiday pay shall be in addition to a member's regular rate. Members shall also receive an additional half time ($\frac{1}{2}X$) his classified rate, and half time ($\frac{1}{2}X$) acting pay where applicable, for each hour worked on the general holidays as described in Article 24.
- 25.3. Members who work regular days on a steady Monday to Friday work week shall observe each general holiday as listed in Article 24 and no deductions in wages or salaries shall be made on account of such holidays. When a general holiday falls on a Saturday or a Sunday the members so described shall receive the following Monday in lieu of same, unless by mutual agreement between the Association and the City an alternative is decided. When a general holiday falls on a regular day off for a member of the Fire Prevention Branch or the Fire Training Branch, he shall receive an additional day off with pay in lieu. Such additional day shall be taken coincidentally with his regular days off at that time.
- 25.4. A member whose regular shift begins at 1800 hours on Christmas Eve and / or New Year's Eve, and said member works the shift, shall receive (in addition to his regular rate) an additional half time ($\frac{1}{2}X$) his classified rate for each hour worked on that shift between 1800 and 2400 hours.

26. LEAVE OF ABSENCE

- 26.1. Any member desiring a leave of absence shall apply for same to the Fire Chief. Should such application be refused, he shall have the right to appeal to the City Grievance Committee. The decision of the City Grievance Committee shall be final and shall be communicated to the Association in writing.
- 26.2. Leaves of absence shall be without pay and, for leaves of absence for any period in excess of two (2) weeks, sickness allowance, vacation and seniority shall be suspended. In addition, the member shall be required to pay to the City the full amount of premiums for all group health and insurance benefits, which the member wishes to continue at the commencement of the leave of absence, including both the City and the member shares. If the member does not wish to retain all benefits and submit the full premiums in advance the only alternative available shall be to cancel all coverage during this period of leave.
- 26.3. Where a member overstays his leave of absence without permission of the Fire Chief, he shall automatically forfeit his position with the City unless in the opinion of the Fire Chief, such overstay was justifiable. The member shall have the right to appeal the decision of the Fire Chief to the City Grievance Committee. The decision

of the City Grievance Committee shall be final and shall be communicated to the Association in writing.

27. MATERNITY LEAVE

- 27.1. Maternity leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- 27.2. During the health-related portion of maternity leave, a member in receipt of maternity benefits from Employment Insurance shall, upon application and supported by proper medical documentation, be paid by the City, the difference between her classified rate (defined as her classified rate multiplied by her regularly scheduled bi-weekly hours of work) and her bi-weekly Employment Insurance benefit so that the two combined equal ninety-five percent (95%) of classified rate. The member shall be entitled to wage top-up equal to the amount of sick days in her sick bank at the time of commencement of maternity leave. This entitlement shall not reduce the amount of sick days in her sick bank and said days shall be available to the member upon return to employment.
- 27.3. During the voluntary portion of maternity leave, the member shall be required to pay the full premium (both the City and the member share) for those group health and insurance benefits the member chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of voluntary maternity leave. Members may participate in all, any combination, or none of the health and insurance benefit plans. Upon return to employment the member shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 27.4. Provided that the member on maternity leave returns to work, she shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

28. PARENTAL LEAVE

- 28.1. Parental leave shall be provided to eligible members as outlined in the Alberta Employment Standards Code.
- 28.2. During the period of parental leave, the member shall be required to pay the full premium (both the City and the member share) for those group health and insurance benefits the member chooses to participate in. This payment shall be made in advance or by post-dated cheques prior to the date of expected commencement of parental leave. Members may participate in all, any combination, or none of the health and insurance benefit plans. Upon return to employment the member shall be fully enrolled in the previously held health and insurance benefit plans and there shall be no required waiting periods or medical examination except for optional life insurance.
- 28.3. Provided that the member on parental leave returns to work for at least thirty (30) days, he shall be credited with full seniority, vacation and sick leave accumulations for the period of leave.

29. COMPASSIONATE LEAVE

- 29.1. Compassionate leave at the member's regular rate of pay of up to and including four (4) regularly scheduled consecutive working days shall be, if needed by the member, granted to permanent members by the Fire Chief in the case of absence necessitated by the critical illness or death of spouse, children, parent, brother, sister, parent of spouse, grandson, granddaughter, grandparents, common-law spouse, ward, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, current step children and also a relative who is a member of the member's household, upon production of proper evidence and upon completion of a compassionate leave form.
- 29.2. Under special circumstances, the Fire Chief may allow additional time off if required by the member.

30. DELEGATES TO ASSOCIATION FUNCTIONS

- 30.1. Any member of the Association who is elected or appointed as a delegate to any convention, seminar, or other activity held in connection with any affairs of the Association where the City does not absorb the cost of same, shall be granted a leave of absence and his pay and benefits shall carry on in the usual manner. The Association shall be billed the amount of pay received by the member for his leave of absence, and at the City's discretion, such benefit costs (pro-rated) as may be appropriate. Payment shall be made by the Association upon receipt of such billing. Notwithstanding the above, if the Association should replace such absent member with an appropriately qualified member, the absent member's salary shall continue in the usual manner and the responsibility of any salary payment for the replacement member shall rest with the Association. Any leave of absence shall first be approved by the Fire Chief but the Association shall have the right to appeal the Fire Chief's decision to the City Grievance Committee. The decision of the City Grievance Committee shall be final and shall be communicated to the Association in writing. The City agrees to grant the request if at all possible.
- 30.2. Up to a maximum of two (2) members of the Association shall be allowed time off work with pay to attend meetings with the City if such is held during their regular working hours. If replacement members are required, it shall be at the City's responsibility and expense. Members on their days off shall not receive any pay from the City for their attendance at negotiation or grievance meetings.

31. JURY DUTY

- 31.1. It is agreed that where a member is subpoenaed as a witness in a case in which the City has an interest or is subpoenaed for jury duty he shall not suffer any loss of pay while so serving provided that the witness fees are turned over to the City.
- 31.2. Should a member be required to attend court due to any action related to his work and it is his day off he shall be paid for the hours spent in court at two times (2X) his hourly rate of pay.

32. INDEMNIFICATION

- 32.1. The City shall indemnify and save harmless any member from any action, claim, cause or demand (other than a penalty imposed by a criminal court) that may be made or arise out of the member carrying out his duties as an employee of the Medicine Hat Fire Service, except where the action of the member constitutes a gross disregard or neglect of his duty as a member of the Medicine Hat Fire Service.

33. TIME OFF IN-LIEU

- 33.1. A member who attends training or examinations as a student, instructor or evaluator, or any other meeting or event required by the Fire Service on his day off or during off duty hours shall be given time off in-lieu at straight time (1X) to be taken at a time mutually agreed upon between the member and the City. Straight time shall be defined by the parties to this Collective Agreement.
- 33.1.1. A member who is required by the Fire Service to instruct any training course/program shall be given one (1) hour of preparation time for each hour of instruction to be taken off in-lieu at a time mutually agreed upon between the member and the City.
- 33.2. A member who attends a meeting of the Board of Promotion, the Senior Management Committee, the Human Resources Development Program Committee or the Safety Committee on his day off or during his off duty hours shall be given time off in-lieu at double time (2X), to be taken at a time mutually agreed upon between the member and the City.
- 33.3. Lieu time can be banked without a maximum. However, lieu time banks shall not exceed ninety-six (96) hours as of March 1st and October 1st of each year. Any hours in excess of ninety-six (96) shall be scheduled off under the direction of the Deputy Fire Chief.
- 33.4. When time off in-lieu has been mutually agreed upon between the member and the City, it shall be honoured by the City.
- 33.5. Members shall be eligible for incidental expenses in accordance with the City Travel Policy.
- 33.6. Members required to attend training outside of Medicine Hat may request the City to provide single room accommodations. The City shall grant such requests.

34. SICK LEAVE

- 34.1. The sick leave plan and the short-term disability plan are income protection insurance benefits provided by the City when a member is unable to work due to a non-occupational injury or illness. Each member shall accrue sick leave at the rate of 0.083 for each regular hour paid to a maximum of two thousand one hundred and eighty four (2184) hours for members of the Fire Suppression Branch and two thousand and eighty (2080) hours for members of the Fire Prevention Branch and the Fire Training Branch.

- 34.1.1. The City agrees to provide newly hired members their first (1st) year's sick leave accrual on their date of hire. Further sick leave accrual shall commence at the beginning of their second year of employment. The City also agrees to provide the members returning from short-term or long-term disability benefits with one (1) year's sick leave accrual. Further sick leave accrual shall commence after one (1) year has passed from their date of return.
- 34.2. When a member is unable to perform the duties of his regular position, or is unable to perform modified work as provided under the City's Disability Management Policy, due to a non-occupational injury or illness, he shall receive sick leave at his regular rate of pay provided that he has sufficient accumulated sick leave to cover such absence. Time taken as sick leave shall be deducted from the member's accumulated sick leave on an hourly basis.
- 34.2.1. When a member is making a claim for sick leave in excess of three (3) consecutive days, he may be required to provide proof of illness or injury satisfactory to the City. Notwithstanding the forgoing, the City reserves the right to request proof of illness or injury satisfactory to the City for just and reasonable cause at any time when a claim for sick leave is being made.
- 34.2.2. In the event a member does not have sufficient accumulated sick leave to cover all or part of his absence from work, he shall receive seventy percent (70%) of his regular rate of pay from the short-term disability plan from the thirty-first (31st) day of disability or the day that he exhausts his accumulated sick leave, whichever day is latest. Payment from the short-term disability plan shall continue to the three hundred and sixty-fifth (365th) day of disability. The member shall not accrue sick leave while receiving short-term disability benefits. All other group health and insurance benefits shall remain in effect while the employee is in receipt of short-term disability.
- 34.2.3. If the member does not have sufficient accumulated sick leave or vacation to cover the first thirty (30) days of his absence from work, he shall be granted a leave of absence. The member shall not suffer any loss of seniority.
- 34.2.4. If the member in receipt of sick leave and/or short-term disability returns to regular duties and a recurrence of the same illness and/or injury occurs within thirty (30) days, the member shall again be paid from the sick leave or short-term disability plan and continue the long term disability elimination period.
- 34.3. Members on sick leave shall ensure that proper medical certification is given directly to the Occupational Health Nurse in order for the City to be updated on the member's medical condition and his expected date of return.

35. SUPPLEMENTATION OF WORKER'S COMPENSATION

- 35.1. If a member is killed while performing his duties as a Fire Fighter or dies as a result of a compensable accident or illness, his widow shall be paid the full pay (as defined in Article 35.4) which such member would have been paid under this and subsequent agreements had he not been killed. Such payment to continue until such time as the

widow remarries or enters into a common-law relationship as defined in the Worker's Compensation Act or until the date that the deceased member would have been entitled to full pension retirement had he not been killed, whichever date shall first occur; it being understood that any Worker's Compensation Pension or other pension or annuity not personally contracted for by the deceased or his widow or family or any Occupational Injuries Compensation award that is paid or awarded by reason of the member's death shall, upon being paid or awarded, be paid or assigned to the City.

- 35.1.1. If such member is survived by dependent children, and his widow dies, remarries, or enters into a common-law relationship as defined in the Worker's Compensation Act, the City shall pay a portion of the member's salary which would have been paid under this and subsequent agreements had he not been killed for the benefit of such dependent children up to a maximum of sixty-five percent (65%) of such member's salary (twenty percent (20%) for the benefit of the first dependent child and fifteen percent (15%) for each dependent child thereafter) up to the said maximum of sixty-five percent (65%) of the deceased member's salary. Such payment to be paid until such time as the recipient dependent child ceases to be in full time attendance at an accredited educational institute, or attains the age of twenty-five (25) years, whichever first occurs. The dependent child benefit shall be paid directly to the dependent child upon reaching the age of eighteen (18) years.
- 35.2. If a member is disabled while performing his duties as a Fire Fighter or as a result of a compensable accident or illness and can no longer be employed as such, he shall be paid his full pay (as defined in Article 35.4) under the terms of this and subsequent agreements as if his employment had not terminated until such time as the member would be entitled to full pension retirement, provided however, that if a member can be gainfully employed and if his remuneration therefrom is less than he would be entitled to receive under this and subsequent agreements, such amount together with any Worker's Compensation pension or pension annuity that has not been personally contracted for by the member or his family or any Occupational Injuries Compensation award shall be paid, assigned or delivered to the City, provided further, however, that if such disabled member can be gainfully employed and receives therefrom remuneration that is in excess of what he would be entitled to be paid under this and subsequent agreements, the responsibility of the City under this article shall cease and determine. Should a question arise as to the member's medical capabilities, including whether or not a member is capable of performing any alternate employment offered to him, the decision of a medical physician who is mutually agreed upon by the City, the Association, and the member concerned shall be final.
- 35.3. Full pension retirement referred to in this Article shall mean a member entitled to receive an unreduced pension, obtaining thirty-five (35) years of service, or at age 65, whichever comes first.
- 35.4. The amount of "full pay" referred to in this Article shall be the rate of pay assigned to that member's classification (according to the Salary Schedule in Appendix C), service pay, general holiday pay, shift differential, half-time ($\frac{1}{2}X$) general holiday pay

and acting pay averaged over the twelve (12) months immediately preceding the date of disability.

36. MEDICAL EXAMINATION

36.1. Objectives

- 36.1.1. To ensure and facilitate the placement of individuals, according to their individual physical capacities and their emotional make-up, in work which they can reasonably perform with an accepted degree of efficiency, and without endangering the public, their own health and safety and / or that of their fellow workers.
- 36.1.2. To provide any practical rehabilitation services when members become sick or injured.
- 36.1.3. To protect individuals against health hazards in their working environment.
- 36.1.4. To encourage personal health maintenance in order that the individual may live a fully effective life during his years of service.
- 36.1.5. To make use of proven preventative medical procedures for the prevention of death and the promotion of good health.

36.2. Medicals

- 36.2.1. The Fire Chief shall, at his discretion, require any member of the Fire Service to undergo a complete medical examination by a physician of the City's choice at any time, except that the Fire Chief shall not normally require a member to undergo more than one (1) complete medical examination per year without the member's consent.
- 36.2.2. The results of all medical examinations shall be submitted directly to the Occupational Health Nurse, and a copy of the medical report shall be given to the member.
- 36.2.3. An appropriate medical shall be completed whenever members are exposed to dangerous goods upon the authority of the Fire Chief or the Deputy Chief.

36.3. Disability

- 36.3.1. In the event a member of the Fire Service is unable to perform his duties, temporarily or permanently, the parties involved shall make every reasonable effort to place him in some other position within the bargaining unit or within the City that the member is capable of performing.
- 36.3.2. The parties support the principle of seeking modified work for disabled members who require same during the rehabilitation process. Timely intervention to rehabilitate members is a guiding principle in order to assist members in a timely return to work.

36.3.3. There shall be no reduction in regular rates of any other member as a result of any alternate work program and no member shall be subject to layoff as a result of this work program.

36.3.4. In the event that a member of the Fire Service is capable of returning to his former position within a five (5) year period, he shall be reinstated without loss of seniority or benefits.

36.4. Permanent Disability

36.4.1. When the member's disability is such that he is unfit to continue gainful employment in any available City position, the member, through the Human Resources Department, shall apply for long term disability prior to the eligibility period expiration, as defined in the current LTD program. Members who receive approval on a Long Term Disability claim shall not be eligible to claim for paid sick leave during the period that they are receiving payment under the Long Term Disability claim, and once all sick leave and Long Term Disability plans are exhausted, the member shall activate retirement with pension under the provisions of the Local Authorities Pension Plan.

36.4.2. It is understood that members shall not re-access their sick leave bank until they have returned to employment or unless their Long Term Disability payments are discontinued, at which time the member shall be entitled to the full use of their remaining sick leave bank as per Article 34.1.

36.4.3. It is also understood that members who reach thirty-five (35) years of pensionable service while on Long Term Disability shall not re-access their sick leave bank once Long Term Disability payments have been discontinued.

36.5. Appeals

36.5.1. Procedure for Appeals Against the Medical Findings

36.5.1.1. Appeals of this nature shall normally occur when the member does not agree with the City's findings on the physical or mental abilities or limitations of the member as a result of the report from the City's physician. In such cases the member may be examined by a physician of his own choice (at his own expense) with the two (2) medicals to be compared. If at this time there is a disagreement between the member's physician and the City's physician, the member shall be examined by a third medical practitioner who is deemed to be a Specialist in the nature of the condition, and who is mutually acceptable to the City and the member or his representative. His decision as to the medical competency of the member shall prevail.

36.5.2. Appeals Other Than Against the Medical Findings

36.5.2.1. All appeals other than those defined in Article 36.5.1.1, shall be processed under the Grievance Procedure.

36.6. Expenses

36.6.1. All medical examinations or absence forms ordered by the City shall be paid for in full by the City, and any other examinations which may be required by a third medical practitioner (as referred to in Article 36.5.1.1) shall be at the City's expense.

36.7. Medical Records

36.7.1. Members' medical records shall be in the custody of the City's Occupational Health Nurse, and shall be treated as confidential information. The City's Occupational Health Nurse shall not divulge such confidential information about a member without that person's consent.

37. SALARY SCHEDULE

37.1. Classified rates of pay shall be as outlined in the Salary Schedule in Appendix C.

37.2. Where a new classification is created, or where the responsibilities and/or the qualifications of any classification are substantially increased or decreased, to the extent that it appears to the Association or the City that a change in salary level is warranted, the salary for the changed position shall be negotiated by the parties to the Collective Agreement. If an agreement cannot be reached, the matter may be referred to the City Grievance Committee and the decision of the City Grievance Committee shall be final.

38. SERVICE PAY

38.1. Once a member has reached twenty-five (25) years of continuous service, service pay shall be paid at 0.624% of the First Class Fire Fighter's classified rate of pay. Once a member has reached thirty (30) years of continuous service, service pay shall be paid at 1.486% of the First Class Fire Fighter's classified rate of pay.

39. SHIFT DIFFERENTIAL

39.1. A shift differential of one dollar (\$1.00) per hour shall be paid to members for any hours of work (other than overtime) performed between the hours of 1800 and 0800 hours.

40. GROUP HEALTH AND INSURANCE COVERAGE

40.1. The City agrees to maintain group health and insurance plans as listed below, subject to the various conditions and cost sharing as indicated.

- 40.1.1. Extended Health Care: The City shall pay one hundred percent (100%) of the required premium. The plan shall pay ninety percent (90%) of prescription drug costs on a direct billing system.
- 40.1.2. Life Insurance: The plan shall provide life insurance benefits in the amount of two times (2x) annual salary for any member plus accidental death and dismemberment, and dependent life insurance coverage. The City shall pay one hundred percent (100%) of the required premium.
- 40.1.3. Long Term Disability Insurance: The Long Term Disability Plan provides coverage after three hundred and sixty-five (365) days of disability at seventy percent (70%) of the member's first three thousand dollars (\$3000.00) of monthly salary, plus an additional fifty percent (50%) of the member's monthly salary in excess of three thousand dollars (\$3000.00) to a maximum of four thousand five hundred dollars (\$4500.00) per month. The premium is to be paid one hundred percent (100%) by the member.
- 40.1.4. Dental Plan: The plan shall pay one hundred percent (100%) of basic services, eighty percent (80%) of periodontics, fifty percent (50%) of extensive dentistry and fifty percent (50%) of orthodontics work. The City shall pay one hundred percent (100%) of the required premium.
- 40.1.5. Employee Assistance Program: The City shall pay twenty percent (20%) and the employee eighty percent (80%) of the required premium.
- 40.2. Participation in the various group plans described above shall be a condition of continued employment for all members. No member who has entered such group plans may withdraw therefrom without first tendering his resignation from the City's service. If a member has coverage with another group plan, it shall not be compulsory to participate in the City's group plan.
- 40.3. Any changes in the present coverage which would in any way lessen the present benefits shall first be ratified by the Association, unless such changes are beyond the control of the City. In such cases, the City shall clearly outline those changes to the Association.
- 40.4. Notwithstanding the above, it is agreed that changes to the present group health and insurance plans pertaining to benefits may be made, subject to formal negotiations and mutual acceptance by the City and the Association.

41. PENSION

- 41.1. Members of the Fire Service shall be covered under the provisions of the Province of Alberta Local Authorities Pension Act.

42. CLOTHING

- 42.1. All members shall receive and maintain clothing as identified in Appendix D.

43. REFRESHMENTS

- 43.1. The City shall make provisions for supplying refreshments to the members on duty at an incident and/or to those who have worked overtime for a period in excess of three (3) hours, or to members required to standby at a different station for a period in excess of three (3) hours and which occurs over the normal meal time. Further refreshments shall be supplied at the discretion of the Officer in charge of the incident. The Officer in charge shall ensure costs for such refreshments are within reasonable limits.

44. RETROACTIVE PAY

- 44.1. Retroactive salary adjustments shall apply to all members who have been employed by the City for a period dating from the effective date of this Agreement to the date upon which this Agreement is actually signed and implemented.

45. PAY DAYS

- 45.1. Members of the Fire Service shall be paid bi-weekly for the fourteen (14) day period from Thursday to Wednesday inclusive, with pay days falling on the Thursday of the following week.
- 45.2. Pay cheques shall be deposited by direct deposit bi-weekly on the Thursday pay day to the financial institution of the individual employee's choice.

46. GRIEVANCES

- 46.1. A grievance is defined as a violation, or alleged violation, of the terms of the Collective Agreement.
- 46.2. No grievance shall be considered where circumstances giving rise to such grievance should reasonably have been known to the member more than thirty (30) days prior to the first filing of the grievance.
- 46.3. Longer periods of time for consideration of grievances may be allowed at any step in the procedure if mutually agreeable to the City and the Association.
- 46.4. If any member of the Association feels aggrieved with regard to any matter covered by the Agreement, he shall notify and communicate his grievance to the Association Grievance Committee. If after investigation the Association Grievance Committee, in their opinion, considers the grievance a just one, the matter shall be subject to the grievance and arbitration procedure set out herein.
 - 46.4.1. Step 1: The Association Grievance Committee shall submit the grievance in writing identifying the specific articles of the Collective Agreement that are alleged to have been violated, providing details with respect to the individuals whose rights have been allegedly violated and specifying the relief claimed for the alleged breach of the Collective Agreement to the Fire Chief with a copy to the Human Resources Department and shall have the right to meet with the Fire Chief within seven (7) days. The Fire Chief shall render his decision within seven (7) days of such meeting to the Association.

If the grievance cannot be settled to the satisfaction of the Fire Chief and the Association, the Association Grievance Committee shall submit the grievance, in writing, within seven (7) days, to the City Grievance Committee with a copy to the Human Resources Department.

46.4.2. Step 2: The City Grievance Committee and the Association Grievance Committee shall meet within fourteen (14) days and shall discuss the grievance. The City Grievance Committee shall render its written decision within fourteen (14) days of such meeting, to the Association. If the grievance cannot be settled to the satisfaction of the City Grievance Committee and the Association, the grievor shall within fourteen (14) days of the City Grievance Committee's decision, notify the Association Grievance Committee, in writing, of his desire to submit the matter to an arbitration board. The Association Grievance Committee has the sole right to determine whether or not a grievance shall proceed to arbitration and may refer the grievance to an arbitration board within forty (40) days from the grievor's written notification.

46.4.3. Step 3: The Arbitration Board shall be established as follows:

- The City and the Association shall have fourteen (14) days to each appoint one member to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a Chairman, but failing to agree on a selection within fourteen (14) days, they shall request the Director of Mediation Services for the Province of Alberta to select a Chairman.
- The Board's decision shall be final and binding on both parties and shall be handed down as expediently as possible, with a maximum of thirty (30) days from the date of the final hearing by the Board.
- Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board. The expense, if any, of the Chairman of the Arbitration Board shall be borne by the parties to the dispute in equal shares.
- The parties may mutually agree to a single arbitrator to hear the grievance. The single arbitrator must be acceptable to both parties.
- No arbitrator, arbitration board or other party shall by its award alter, amend or change the terms of this Collective Agreement.

Signed this ____ day of _____, 2017 on
behalf of the City of Medicine Hat,

Signed this ____ day of _____, 2017 on
behalf of the Fire Fighters Association,

Mayor

President

City Clerk

Secretary

APPENDIX A - FIRE SERVICE PROMOTIONAL POLICY

1. The purpose of the Fire Service Promotional Policy is to identify the process by which Officer classifications are filled within the Fire Service.
2. Seniority, as defined in Article 14, in the Fire Service shall be recognized.
3. Only under extenuating circumstances shall vacancies take longer than sixty (60) days to be filled.
4. There shall be separate promotional procedures established for the Platoon Chief, Chief Training Officer, Fire Marshal, Captain and Lieutenant classifications.
 - To qualify for promotion to the Platoon Chief classification, a member must, except for extenuating circumstances, have served at least one (1) year as a Captain, met all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program and passed the promotional assessment procedure conducted by the Promotion Board.
 - To qualify for promotion to the Captain classification, a member must, except for extenuating circumstances, have served at least one (1) year as a Lieutenant, met all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program and passed the promotional assessment procedure conducted by the Promotion Board.
 - To qualify for promotion to the Lieutenant classification, a member must, except for extenuating circumstances, have served at least one (1) year as a Qualified Officer, met all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program and passed the promotional assessment procedure conducted by the Promotion Board.
 - To qualify for promotion to the Fire Marshal classification, a member must, except for extenuating circumstances have served at least one (1) year as a Fire Prevention Officer IV, met all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program and passed the promotional assessment procedure conducted by the Promotion Board.
 - To qualify for promotion to the Chief Training Officer classification, a member must have served at least one (1) year as a Logistics & Training Officer II, met all of the technical knowledge and competency standards as identified in the Fire Service Human Resources Development Program and passed the promotional assessment procedure conducted by the Promotion Board.
 - Where no members meet the above qualifications, other members may be considered based on knowledge, abilities, skills, training and experience.
5. The Promotion Board consisting of the Fire Chief, who shall act as Chairman, two (2) management representatives and two (2) Officers appointed by the Association shall convene as needed to establish Promotion Eligibility Lists for each Officer classification.

- After being convened, the Promotion Board shall establish a promotional assessment procedure, appropriate to the rank for which the Board has been convened, utilizing the following:
 - A written examination, which shall be weighted at twenty-five percent (25%) of a promotional candidate's overall assessment score;
 - An oral/practical examination, which shall be weighted at twenty-five percent (25%) of a promotional candidate's overall assessment score;
 - An interview, which shall be weighted at thirty-five percent (35%) of a promotional candidate's overall assessment score;
 - An assessment of the promotional candidate's employment records and past performance, which shall be weighted at fifteen percent (15%) of the promotional candidate's overall assessment score.
 - Examinations shall be based on the training received in the Medicine Hat Fire Service and general firefighting procedures (fire by-laws, Association collective agreement, rules and regulations of the Medicine Hat Fire Service and the Medicine Hat Fire Service Training Manual), and supervisory ability.
 - A promotional candidate must receive a combined mark of seventy percent (70%) in the above three categories to be considered to have passed the promotional assessment procedure.
 - Promotional candidates who have failed to pass shall, if they elect to do so, be allowed to repeat the promotional assessment procedure as outlined above, after the expiration of one (1) month from the date of the first promotional assessment. If they should again fail, they shall wait until the next promotional assessment is held.
 - Where a member desires to complete the promotional assessment procedure but is unable to do so because of illness, accident or for compassionate reasons, the promotional assessment may be postponed at the discretion of the Promotion Board.
 - Each promotional candidate shall be notified of pass or fail by letter immediately after the promotional assessment is completed.
6. Once the Promotion Board has completed the promotional assessment procedure, members shall be placed on the respective Promotion Eligibility List in order of seniority. When a vacancy occurs in the Platoon Chief, Fire Marshal, Chief Training Officer, Captain or Lieutenant classification, the City shall ask the senior member on the respective "Promotion Eligibility List" to fill the vacancy. Should the member accept the promotion, the vacancy shall be deemed to be filled. Should an eligible member choose not to accept the promotion for any reason, his future promotional opportunities will not be jeopardized in any way.
- While every reasonable effort will be made to fill the Chief Training Officer from internal candidates, where there are no candidates on the Promotion Eligibility List for the Chief Training Officer classification, the City may advertise the position externally.

7. A member who is promoted, including members promoted to a position outside the bargaining unit, shall be considered to be in a trial period in his new position for a period of one (1) year. If at any time up to one (1) year the member is returned to his previous position by the City, or chooses to revert back to his previous position, he shall do so without loss of seniority. Any other member promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority.

APPENDIX B – FIRE SUPPRESSION BRANCH WORK SCHEDULE

The work schedule for each Platoon (#1, #2, #3 & #4) rotates every sixteen (16) weeks, as follows:

SHIFT	SUN	MON	TUES	WED	THUR	FRI	SAT
08:00 to 18:00	4	4	2	2	1	1	3
18:00 to 08:00	1	1	4	4	2	2	1
08:00 to 18:00	3	2	2	4	4	3	3
18:00 to 08:00	1	3	3	2	2	4	4
08:00 to 18:00	1	1	4	4	2	2	1
18:00 to 08:00	3	3	1	1	4	4	2
08:00 to 18:00	1	3	3	2	2	4	4
18:00 to 08:00	2	1	1	3	3	2	2
08:00 to 18:00	3	3	1	1	4	4	2
18:00 to 08:00	4	4	3	3	1	1	4
08:00 to 18:00	2	1	1	3	3	2	2
18:00 to 08:00	4	2	2	1	1	3	3
08:00 to 18:00	4	4	3	3	1	1	4
18:00 to 08:00	2	2	4	4	3	3	1
08:00 to 18:00	4	2	2	1	1	3	3
18:00 to 08:00	1	4	4	2	2	1	1
08:00 to 18:00	2	2	4	4	3	3	1
18:00 to 08:00	3	3	2	2	4	4	3
08:00 to 18:00	1	4	4	2	2	1	1
18:00 to 08:00	3	1	1	4	4	2	2
08:00 to 18:00	3	3	2	2	4	4	3
18:00 to 08:00	1	1	3	3	2	2	4
08:00 to 18:00	3	1	1	4	4	2	2
18:00 to 08:00	4	3	3	1	1	4	4
08:00 to 18:00	1	1	3	3	2	2	4
18:00 to 08:00	2	2	1	1	3	3	2
08:00 to 18:00	4	3	3	1	1	4	4
18:00 to 08:00	2	4	4	3	3	1	1
08:00 to 18:00	2	2	1	1	3	3	2
18:00 to 08:00	4	4	2	2	1	1	3
08:00 to 18:00	2	4	4	3	3	1	1
18:00 to 08:00	3	2	2	4	4	3	3

APPENDIX C - SALARY SCHEDULE

		July 1, 2015		January 1, 2016		December 1, 2017		January 1, 2018	
		Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
Chief Training Officer	135%	4,928.00	61.60	5,033.21	62.92	5,033.21	62.92	5,133.88	64.17
Platoon Chief	135%	4,928.00	58.67	5,033.21	59.92	5,033.21	59.92	5,133.88	61.12
Fire Marshal	135%	4,928.00	61.60	5,033.21	62.92	5,033.21	62.92	5,133.88	64.17
Captain	123%	4,489.95	53.45	4,585.81	54.59	4,585.81	54.59	4,677.53	55.68
Logistics & Training Officer II	123%	4,489.95	56.12	4,585.81	57.32	4,585.81	57.32	4,677.53	58.47
Fire Prevention Officer IV	123%	4,489.95	56.12	4,585.81	57.32	4,585.81	57.32	4,677.53	58.47
Fire Prevention Officer III	115%	4,197.92	52.47	4,287.55	53.59	4,287.55	53.59	4,373.30	54.67
Lieutenant	113%	4,124.92	49.11	4,212.98	50.15	4,212.98	50.15	4,297.24	51.16
Logistics & Training Officer I	113%	4,124.92	51.56	4,212.98	52.66	4,212.98	52.66	4,297.24	53.72
Fire Prevention Officer II	110%	4,015.41	50.19	4,101.14	51.26	4,101.14	51.26	4,183.16	52.29
Qualified Officer	109%	3,978.90	47.37	4,063.85	48.38	4,063.85	48.38	4,145.13	49.35
Senior Fire Fighter	105%	3,832.89	45.63	3,914.72	46.60	3,914.72	46.60	3,993.01	47.54
Fire Prevention Officer I	105%	3,832.89	47.91	3,914.72	48.93	3,914.72	48.93	3,993.01	49.91
First Class Fire Fighter	100%	3,650.37	43.46	3,728.30	44.38	3,728.30	44.38	3,802.87	45.27
Second Class Fire Fighter	90%	3,285.33	39.11	3,355.47	39.95	3,355.47	39.95	3,422.58	40.75
Third Class Fire Fighter	80%	2,920.30	34.77	2,982.64	35.51	2,982.64	35.51	3,042.30	36.22
Probationary Fire Fighter	70%	2,555.26	30.42	2,609.81	31.07	2,609.81	31.07	2,662.01	31.69

APPENDIX D - CLOTHING

1. A Clothing Committee shall be established consisting of the Fire Chief, or his designate, and one (1) member from the Association and shall be responsible for establishing and monitoring the clothing and equipment to be supplied to individual members of the Fire Service.
2. In the event that the Clothing Committee cannot agree on any issue, the grievance procedure shall apply, up to and including Step 3.
3. The material for uniform clothing or equipment is to be inspected by the Clothing Committee for their acceptance.
4. If uniforms issued or civilian clothes worn are destroyed or mutilated during fire duty, they shall be cleaned, repaired, or replaced as soon as possible by the City without cost to the member, upon recommendation by the Clothing Committee.
5. All members shall receive and maintain clothing as follows:
 - Four (4) shirts with shoulder flashes (sleeve length optional);
 - Three (3) pairs of pants;
 - Six (6) pairs of socks
 - Six (6) t-shirts
 - One (1) ball cap
 - One (1) pair of shoes
 - One (1) pair of safety boots;
 - One (1) pair of winter boots for Fire Prevention Officers
 - Two (2) pairs of Nomex coveralls;
 - One (1) pair of gloves;
 - One (1) belt;
 - One (1) uniform cap;
 - One (1) three-in-one (3-in1) jacket;
 - One (1) toque;
 - One (1) ID badge;
 - One (1) sweater for Fire Prevention Officers (crew or v-neck).
6. The Clothing Committee shall determine which members receive Nomex III and / or wash and wear pants, shirts and coveralls (N.F.P.A. and C.G.S.B. approved) based on their staff functions.
7. All members, upon completion of their probation period in accordance with Article 16.1.1 of this Agreement, shall receive a dress uniform consisting of one (1) CAFC style dress tunic, one (1) pair of dress slacks and one (1) pair of black dress gloves. Female members shall also receive one (1) CAFC style dress skirt. This uniform is the property of the City, and shall be altered, replaced or dry cleaned at the discretion of the Clothing Committee.
8. Upon promotion to an Officer rank and completion of six (6) months in that position, the member shall receive two (2) rank insignia pins and gold braids for the Officer tunic, rank insignia for their shirts, and a hat badge.

9. All members of the Fire Suppression Branch shall receive and maintain firefighting equipment, which shall be NFPA / CGSB approved, as follows: Bunker Coats, Bunker Pants, Short Boots, FF Gloves, Rubber Gloves, Balaclava, Helmet, Helmet Light.
10. Repairs required to firefighting equipment as laid out in paragraph 9 above, shall be the responsibility of the City.
11. Any clothing destroyed or lost due to member neglect, as agreed to by the Clothing Committee, may be replaced at the member's expense.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

THE MEDICINE HAT FIRE FIGHTERS ASSOCIATION
LOCAL 263 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

RE: BANKED OVERTIME

The City and the Association agree that, in addition to lieu time hours banked pursuant to Article 33 of the Collective Agreement, each member may bank overtime hours worked pursuant to Article 21 of the Collective Agreement subject to the following conditions:

1. The banking of any overtime hours worked may only occur where there is mutual agreement between the member and the City.
2. Each member may bank a maximum of twenty-four (24) overtime hours.
3. Banking of overtime hours worked shall only occur when the banking of time does not result in the member's lieu time bank being in excess of forty eight (48) regular hours.
4. Overtime hours banked shall only be taken as time off in-lieu and shall not be paid out.
5. Once overtime hours banked are taken off in-lieu of regularly scheduled hours, additional overtime hours worked may be banked.
6. Overtime hours banked shall be managed in the same manner as all other lieu time accumulated pursuant to Article 33 of the Collective Agreement.

This agreement shall be on a trial basis for the term of the Collective Agreement.

Signed this ____ day of _____, 2017 on
behalf of the City of Medicine Hat,

Signed this ____ day of _____, 2017
on behalf of the Fire Fighters Association,

Mayor

President

City Clerk

Secretary

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF MEDICINE HAT

AND

THE MEDICINE HAT FIRE FIGHTERS ASSOCIATION
LOCAL 263 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

RE: 2018 WAGE REVIEW AND ADJUSTMENT

The City and the Association agree, on a without prejudice basis, to review the 2018 wage settlements of the following municipalities no later than January 31, 2019:

- City of Airdrie
- City of Calgary
- City of Edmonton
- City of Grande Prairie
- City of Lethbridge
- City of Red Deer
- City of St. Albert
- County of Strathcona

Should the average annual First Class Firefighter rate of the above group be greater than the City's 2018 First Class Firefighter annual rate, the City's First Class Firefighter annual rate shall be adjusted to the average of the above group retroactive to January 1, 2019. The adjustment made effective January 1, 2019, if any, will not be considered as the 2019 general wage increase.

Signed this ____ day of _____, 2017 on
behalf of the City of Medicine Hat,

Signed this ____ day of _____, 2017
on behalf of the Fire Fighters Association,

Mayor

President

City Clerk

Secretary