

CAREER DEVELOPMENT AGREEMENT

Between

THE CITY OF GRANDE PRAIRIE

And

**THE GRANDE PRAIRIE FIREFIGHTERS' ASSOCIATION
LOCAL 2770 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

JANUARY 1, 2007 to DECEMBER 31, 2009

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“A-1” Career Advancement & Promotional Flow Chart

Job Descriptions:

- “B-1” Firefighter
- “B-2” Fire Officer Qualified
- “B-3” Fire Lieutenant
- “B-4” Platoon Captain
- “B-5” Emergency Services Dispatcher
- “B-6” Emergency Services Dispatch Supervisor
- “B-7” Logistics Officer
- “B-8” Training Officer
- “B-9” Fire Prevention Officer
- “B-10” Chief Fire Prevention Officer

THIS AGREEMENT entered into this _____ day of _____, A.D., _____

BETWEEN:

THE CITY OF GRANDE PRAIRIE
(Hereinafter referred to as “the City)

OF THE FIRST PART

- And -

THE GRANDE PRAIRIE FIREFIGHTERS’ ASSOCIATION
LOCAL 2770 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(Hereinafter referred to as “the Association)

OF THE SECOND PART

PREAMBLE:

The purpose of this agreement is to maintain a harmonious and co-operative relationship between the employer and the employee members of the Firefighters’ Association:

- a) By mutually establishing procedures and requirements needed for advancement and promotion within the Grande Prairie Fire Department.
- b) By mutually establishing job descriptions for the employee classifications within the scope of the Firefighter’s Association.
- c) To promote the mutual interests and needs of the employer and the employee(s).

The City and the Association recognises the advantages of continued consultations on any and all matters whether covered by this Agreement or not, in order to provide for good relationships between the Employer and Employee; and to this end the parties mutually agree to meet at such time and place as they shall agree upon for the purpose of discussing and resolving any matters within the confines of the Agreement and which come within the scope of collective bargaining between the Employer and the Employee.

Nothing contained within this Agreement shall be construed as to limit the right of the parties to negotiate, consider, debate and discuss in good faith any matter which comes within the terms and scope of this Agreement at any time during the term hereof so as to put into effect any provision beneficial to the parties.

1. DURATION, AMENDMENT and TERMINATION:

1.01.01 This Agreement shall be effective from the date of signing and shall continue in full force and effect as a standing agreement thereafter from year to year, unless sixty (60) calendar days written notice to commence collective bargaining for amendments is given by either party.

When the notice to commence collective bargaining has been served, this Agreement shall remain in effect until an amended Agreement is reached under the provisions of the Labour Relations Code and shall further continue thereafter until discontinued in writing by both parties.

2. GENERAL:

2.01.01 Except as otherwise stated; the wording and provisions stated within the Collective Agreement shall also apply to this Agreement (i.e. Definitions, Managerial and Association Rights and Responsibilities, Hours of Work, etc.)

2.01.02 This Agreement shall cover all aspects of advancement and promotion within the Grande Prairie Fire Department as it effects any or all members of the Association. This Agreement shall govern all employee classifications covered by the Collective Agreement.

3. PROFESSIONAL DEVELOPMENT

3.01 Basic Training

The duration of training for new firefighters shall be a reasonable length of time so as to ensure that they are properly trained and shall be for the expressed purpose of training or orientation.

3.02 Personal Development Plans

Employees will have personal development plans and will be eligible for City training funds within the training guidelines issued by the City.

3.03 Educational Leave

It is agreed that employees who have a personal development plan may make application for leave of absence to attend training and educational courses, and if approved, this leave shall be granted without loss of regular pay.

Approval shall be at the discretion of the Fire Chief and the employer agrees that the implementation of this clause will be subject to the needs of this Department and allocated in a fair and equitable manner among readily available and qualified employees.

Upon successful completion of any such course, the City shall reimburse the employee for any reasonable costs incurred in accordance with the prevailing policy of the City.

3.04 fire etc

- 3.04.01 The City shall reimburse employees for vehicle mileage and meal expenses as per City policy for out of town travel. Vehicle mileage claims shall be limited to one vehicle for every two (2) employees except as otherwise approved
- 3.04.02 The City shall reimburse employees for hotel room accommodations while attending fire etc based on standard single occupancy rates. Reimbursement for hotel costs requires a receipt in accordance with City policy.
- 3.04.03 Regular hours of work shall not be required between 18:00 hours two (2) days prior to attending fire etc training school attendance and 18:00 hours the day following completion of the fire etc training course. The Employee will be granted a leave of absence with pay to allow for travel time to and from school. Additional time may be granted by the Fire Chief or designate where special circumstances warrant consideration (travel conditions, weather, where the Employee has back-to-back courses).

4. ADVANCEMENT:

- 4.01.01 All employees hired by the City will start at a Probationary rank and shall serve a required twelve (12) month probationary period before being eligible for advancement.
- 4.01.02 Each Employee shall serve a period of twelve (12) months in each class or level and meet the Fire Department standard for the next class or level before advancing. An Employee's advancement within a rank structure shall be determined by a Fire Department evaluation along with a review of the Employee's annual performance evaluation.

5. PROMOTION:

5.01. General

- 5.01.01 Both parties to this Agreement recognise the mutual benefits of clearly identifying the promotional opportunities within the Grande Prairie Fire Department with such outlined in Appendix A-1.
- 5.01.02 Except as stated in Article 5.01.03 below, before being promoted, the employee must meet all of the qualifications as identified in the relevant job description. The length of service identified in the job description shall be calculated back from the date of evaluation.
- 5.01.03 Employees who are unable to obtain required courses will not be denied promotion providing that the employee's personal development plan outlines a method of obtaining the necessary courses and qualifications within a reasonable period of time.

5.01.04 Whenever a job vacancy or written notice of a vacancy occurs within the Officer Ranks of the Fire Department; a vacant position review must be completed within thirty (30) calendar days. It is the goal to have the vacant position review completed as soon as possible and not utilize the entire 30 days to make a determination.

If no "Officer Promotional List" for the vacant position is in effect, a promotional process as set out in 5.02 of the Career Development shall be established within thirty (30) days of that decision to fill the vacant position, with the intent to fill the position as soon as practical.

In the case of new hires or non-promotional vacancies, the vacant review process would be subject to the timelines outlined above.

If a decision is made to not fill the position or the position is eliminated; such duties and responsibilities shall cease to exist or shall be subject to the provisions contained with Part 7 or Part 8 of this Agreement.

5.01.05 An Employee's promotion from one rank structure to another shall be determined by a Promotional Board in accordance with the provisions of this Agreement.

5.02 Promotional Process:

5.02.01 To ensure that the promotional process is fair and equitable to all candidates and meets the needs of the Fire Department; a Promotional Board shall be established. The Board shall consist of: the Fire Chief or his designate (who shall act as Chairman); one (1) Association representative; and one (1) member mutually agreed to by the Association and the City.

5.02.02 A separate promotional process shall be established for each classification; utilising the qualifications as established in the appropriate job description. All candidates will be required to respond to the same questions.

5.02.03 No member appointed to the Board by either party shall have any direct family relationship to any candidate participating in the examinations. The City conflict of interest policy will apply. The member appointed to the Board by the Association may be appointed from outside of the Grande Prairie Fire Department with the Association being solely responsible for providing compensation for their appointed member.

5.02.04 The duties of the Promotional Board shall be to conduct an oral interview process of all candidates, including a review of the candidates' qualifications, employment records and past performance, as well as any other questions or reviews within the interview process. The Promotional Board shall evaluate and determine candidates for promotion based on the promotional process identified herein. The decision of the Board shall be made by a majority vote of the Board members.

The Promotional Board shall meet prior to the interview process so as to review the current requirements for promotion and to review oral interview questions.

The established criteria for promotional processes is total pass mark of eighty percent (80%) with the following breakdown:

Qualifications:	15%
Employment Records:	25%
Oral Interview:	40%
Written and/or Aptitude Testing:	<u>20%</u>
Total:	100%

5.02.05 Following the evaluation by the Promotional Board, the Board shall compile a Promotional List of all successful candidates, with the List to be established in the order of the candidates' seniority (greatest seniority first to least seniority last). Where two or more members have equal seniority, they shall be placed on the list in order of their evaluation results (the highest ranking candidate to the lowest). The City shall provide the Association with a copy of the Promotional List and shall inform each employee of their results and placement on said promotional list.

5.02.06 The vacant job position and subsequent promotion shall be offered to the employee at the top of the Promotional List. If the employee voluntarily passes up the promotion, the position will then be offered to the next employee on the List and so forth until the position is filled.

If none of the candidates on the Promotional List accepts the position, the City may utilize Section 5.03.

Once established by the Promotional Board, the Promotional List will be valid for a period of three (3) years from the date the list is issued. In the event that the Promotional List has been exhausted or the three (3) year period has expired, another process in accordance with 5.02 shall commence.

5.02.07 During any period of approved leave, such as Parental/Maternity, Firefighter Exchange Program, etc., the Employer agrees to maintain the Employee's entitlement to any promotion which the Employee would have been entitled to during the normal course of employment with the Employer.

5.03 Promotion Utilising Open Competitions

When there are no interested qualified members on the Promotional List pursuant to Section 5.02; the position may be filled through an open competition to internal and external applicants.

5.04 Evaluation Review

5.04.01 Upon completion of an evaluation, the candidate at his request, may review the results of the evaluation with the Fire Chief and/or the Deputy Fire Chief. They will inform the employee as to the areas of strengths and weaknesses and recommendation for improvements.

6. REVERTING to a FORMERLY HELD RANK and/or POSITION:

6.01.01 For a trial period of one (1) year, an employee shall have the right to revert back to his/her former position and rank. At any time during the one (1) year trial period, the City shall also have the right to revert a person back to his/her former position and/or rank for just cause

6.01.02 At anytime, the employer and the employee may mutually agree that the employee shall have the right to revert back to a previously held position and rank provided that the previously held position is vacant. An evaluation to ensure the employee meets the minimum requirements, as stated within the job description, needed for the position he/she wishes to revert to will be established by the Promotional Board and the employee must meet the requirements in order to revert.

Employees who are unable to meet the minimum requirements for the previously held position will be allowed to revert providing that the employee's personal development plan outlines a method of obtaining the necessary courses and qualifications within a reasonable period of time.

The employee will be remunerated according to the schedule for the position to which the employee reverts.

- 6.01.03 A member that is required to revert back to a previously held position due to elimination of his/her current position will suffer no loss in pay or benefits for a period of three (3) years.

7. JOB CLASSIFICATIONS and JOB DESCRIPTIONS:

- 7.01.01 All classifications of employees within the scope of this Agreement shall have established job descriptions that shall be in writing and attached as Appendix "B" of this Agreement.
- 7.01.02 To accommodate an increase in Fire Department services or when other changes take place (such as technology changes) the City reserves the right to establish or revise job classifications and job descriptions for all employees specified in this Agreement as well as the new hourly rate of such new or revised job classification during the life of this Agreement provided that such classification or duties are typically related to the function and/or operation of a Fire Department.
- 7.01.03 The City agrees to notify the Association in writing upon the establishment of such new or revised job classification, job description and wage rate and the two parties shall meet within ten (10) working days to resolve the following subjects:
- a) Joint discussion on whether a new classification is warranted or an existing classification can be revised to accommodate the proposed changes.
 - b) When a new classification is established or an existing classification is significantly altered due to increased duties and/or responsibilities; the parties shall meet to discuss the Classification title/rank, appropriate rate of pay, working conditions and mutual wording for the classification's job description.
 - c) When a new Classification is established such shall be negotiated with the Association prior to the position being posted.
 - d) If an agreement regarding a new or revised job classification and/or job description can not be reached between the parties within thirty (30) days of the original notice; the matter may be referred to the mediation process and failing a satisfactory agreement may be referred to arbitration for final resolve.
- 7.01.04 It is understood between the parties that mutual agreement as indicated in 7.01.03 above, can not be utilised by the Association to prevent the establishment of new classifications or the revisions of existing classifications and job descriptions. It is solely intended to ensure that there is joint agreement on an appropriate classification and mutual understanding and subsequent joint wording accurately reflecting the new or revised job duties, responsibilities, qualifications and wages so as to prevent any future misunderstanding or conflicts in interpretation.

- 7.01.05 Upon resolve, the revised job classification, job description and wage rate shall be deemed acceptable and shall become part of this Agreement.
- 7.01.06 A permanent employee who is assigned or undertakes a special duty, assignment or project outside of his/her normal classification or has his/her classification revised; shall not lose any seniority or rights under the Collective Agreement due to the said assignment or reclassification.
- 7.01.07 When a permanent employee has their job classification significantly revised and does not have the qualifications and/or the ability to perform the duties specified within the revised job description; the City will provide job related training and a reasonable amount of time for the employee to become competent in the job. In the event of a conflict herein, the Employer shall treat the Employee in a fair and equitable manner.

8. SPECIAL ASSIGNMENTS & PROJECTS:

- 8.01.01 Special assignments and projects are based upon the needs of the Department and the interests of the employee. When an employee has agreed to an assignment or project that falls within one of the descriptions below; such shall be deemed as a special assignment and/or project:
- a) When such does not fall within the scope of Acting Officer duties or
 - b) When such duty or assignment is not typically associated with their job description or
 - c) For non-emergency services, if the assignment takes the employee out of the City and he/she is not available for emergency response. This clause is subject to maintaining acceptable minimum manning for emergency response levels within the City and applies only to emergency response personnel.
- 8.01.02 When the special assignments or projects can be done on shift without significant change in the employee's job duties or responsibilities; such may be carried out by mutual agreement between the employee, the employee's supervisor and the Fire Chief.
- Whenever practical, the Association shall be notified in advance of such special assignments or projects.
- 8.01.03 When the special assignment or project requires a change to the employee's work schedule, significantly changes the employee's job classification or duties; the Fire Chief will notify the Association in writing by giving specific details of the special assignment or project including:
- (a) duration of the special assignment or project
 - (b) expectations and/or objectives
 - (c) supervisory procedures
 - (d) list of eligible/qualified candidates
 - (e) any changes to pay scales, hours of work, etc., which may result.

- 8.01.04 For those assignments/projects covered by 8.01.02 and long-term assignments/projects covered by 8.01.03; selection of candidates for special assignments/projects will include an application and selection process conducted by Department Officers, that reflects the skills required to complete the assignment and the desirability of giving growth experiences to as many employees as possible.
- 8.01.05 A long-term special assignment shall be generally defined as a project of up to six months duration. It is however recognized that under special circumstances there may be special assignments of one or two years duration and such will be reviewed on an individual case by case basis.
- 8.01.06 By mutual agreement between the parties, the Employer may temporarily transfer employees for up to six months duration to carry out special assignments or projects.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals, on the day and year indicated below.

THE CITY OF GRANDE PRAIRIE

**THE GRANDE PRAIRIE FIREFIGHTERS' ASSOCIATION
LOCAL 2770 OF THE I.A.F.F.**

Mayor

President

City Clerk

Secretary

Signing Date

Signing Date

CAREER ADVANCEMENT & PROMOTIONAL FLOW CHART

APPENDIX "A-1"

