

# **The City of Edmonton**

# **Emergency Response Department**

## **An Independent Review**

Honourable Douglas R.  
Matheson, Q.C.

Andrew C. L. Sims,  
Q.C.

May, 1997

## Table of Contents

Table of Contents.....	i
Introduction.....	1
What is the Emergency Response Department.....	1
Myth and reality.....	3
Outline of the issues.....	3
General managerial questions.....	7
The strategy of reasserting managerial control.....	8
The integration of fire and ambulance services.....	11
The challenge of reduced resources.....	21
Ambulance resources.....	22
Statutory lieu time.....	23
The 21R arrangement.....	25
Planning, vision and performance criteria.....	27
A fire training school.....	29
The Inter-Hospital Transfer Service.....	30
Communications issues.....	31
The recruit class of 1996.....	36
The role of City Council.....	36
Labour relations questions.....	38
The labour relations framework.....	38
The failure to use normal labour relations processes.....	41
The labour management committee.....	41
Collective bargaining.....	43
The grievance procedure.....	47
Grievance arbitration.....	48

Earlier interventions.....	50
The Dean Christian mediation.....	50
Unfair labour practice complaints.....	53
Alberta Labour relationship building.....	55
The managerial line.....	58
Bargaining unit configuration - one unit or two?.....	62
Training and standard operating procedures.....	65
Quints.....	66
Conclusions.....	68
Appendix 1 Firefighter working conditions.....	73
The platoon system.....	73
Wage rates.....	73
Ranks and the seniority system.....	74
Pension plans.....	74
Supplementation of compensation.....	74
Appendix 2 Ambulance employee working conditions.....	75
Professional registration.....	75
Casual employees.....	75
Platoon system.....	75
Wage rates.....	76
Seniority and promotions.....	77
The Local Authorities Pension Plan.....	77

## Introduction

---

This two-person inquiry into the Emergency Response Department was struck because of the perception of many that the state of labour relations within the department had become dysfunctional, some believed to the point of crisis.

Our mandate was to meet on an informal basis with those people who were willing to speak with us to explore the problems and possible solutions. We were asked to report, at the same time, to Mr. Bruce Thom, the City Manager and through him to Mr. Frank Sherburne, General Manager of the department and Fire Chief, Mr. Rob Hartmann, President of the Edmonton Firefighters Union and Mr. Hugh Lord, the President of Canadian Union of Public Employees, Local 3197. These parties agreed at the outset to certain conditions about the use of our report in subsequent proceedings, and undertook to facilitate our inquiries. They carried out that undertaking admirably and we thank them for their courtesy and cooperation as we went about our work.

We attempted to meet with all those who wished to provide us with their insights and experiences. We met with people on the basis that conversations would be without attribution or adverse consequence and so could be full and frank. We met with hundreds of working men and women from the fire and ambulance services, and with those who work in managerial and support roles. We also met with many other people with useful experience of the department, and with people from other departments with insights to share. We are grateful to all those people who took time to share their thoughts with us.

## What is the Emergency Response Department

The Emergency Response Department is the civic department responsible for providing fire, ambulance and disaster relief services.

Edmonton has a population of 616,306 people and an area of 700 square kilometres, excluding its hinterland which is served by separate municipalities with their own emergency response arrangements. Fire and ambulance services are a municipal responsibility.

The department has annual operating expenditures of over \$81 million. In 1996, it employed 1,205 staff, 871 in the fire service, 216 in the medical response service, and 118 in other support roles. There are 30 stations, located throughout the City (18 fire stations, 7 EMS stations and 5 shared fire-EMS stations). Platoon systems using 10-hour day shifts and 14-hour night shifts give citizens round-the-clock emergency response coverage. We summarize the working conditions of Firefighters in **Appendix 1** and EMTs and Paramedics in **Appendix 2**.

The department also has specialist functions and specialized equipment. For example, it has water rescue boats, a neonatal ambulance, a decontamination unit, a medical support unit and a dangerous goods unit along with staff to handle this equipment, as needed. It has a recently installed a sophisticated computer dispatch system.

The fire and rescue calls involve fires, vehicle accidents and a variety of rescue situations. They also include the mitigation of dangerous goods incidents and preparation for and response to major emergencies and disasters.

The emergency medical service ambulances provide basic and advanced life support in response to medical emergency calls. They also provide inter-hospital transfers, air medivac and standby services (usually at major events) under contract arrangements.

The department engages in a variety of public safety and education functions including fire inspection, fire investigation, fire and injury prevention and community relations.

There is some debate about fire and ambulance call volume statistics. Partly this is because both a fire pumper unit and one (and sometimes two) ambulances will respond to a medical emergency. Partly it is due to differences in the way calls are reported between fire and ambulance. A single "fire call" may involve several response vehicles, while each EMS vehicle counts as a separate call. The reported statistics for 1996 are:

Fire/Rescue calls		27,444
Service calls	2,881	
Fire calls	5,354	
Medical Aid calls	13,519	
Medical Aid not required		3,691
Cancelled on route	1,999	
Emergency Medical Requests		63,675
EMS calls	35,838	
Inter-facility transfer	15,880	
Other (air medivacs, standbys, long distance transfers)		11,957

The number of fires in Edmonton causing significant financial loss is quite low. In 1994 there were only 14 fires causing more than \$50,000 damage and of which only nine fires caused more than \$100,000 damage.

However, it is the threat of lost lives or serious injury that is as important, not just property loss. We cannot gauge our fire prevention needs based on the level of loss actually suffered. The more significant figures are the losses prevented (either by prevention activities or by fire suppression) and the increased insurance costs we would all pay if fire coverage was significantly reduced.

Of the department's \$81 million budget, \$14 million in costs are attributed to the EMS activities, which include \$9.7 million in direct costs and \$4.3 million in administrative overheads and shared service costs. However, EMS also generates about \$7 million in revenue through fees paid for ambulance service and through its contract activities.

## Myth and reality

We found a department where management, unions and employees operate with a lot of myths, many of them rather self-serving. There are myths surrounding the work, fed by popular impressions of the firefighter and paramedic professions where crews seem to race with lights and sirens going from one major emergency to another. In reality, while our ambulance crews face heavy demand, their work is often routine rather than life threatening. Firefighters, while sometimes faced with dangerous situations calling for courageous action, spend the large percentage of their time on relatively minor matters or in the stations waiting for calls.

There are also myths surrounding how the department operates and its own view of itself. Despite the myth that it is a department dedicated to open communication, in comparison to most modern organizations, it tends to be highly hierarchical and quite insular. Despite the myth that firefighters are poorly treated, they still have a job that provides excellent pay and benefits.

We point out this because the problems in this department are serious and need to be assessed objectively, cutting through many of the assumptions that too easily go unchallenged in this fairly closed paramilitary environment. Too many decisions within and about the Emergency Response Department have been and continue to be made by people that are too committed to their own arguments and who have lost the habit of weighing carefully what others have to say or what objective analysis reveals. This is not to say everyone is all wrong. What we observed is too many descriptions of black and white and not enough recognition that answers are often to be found amongst the various shades of gray.

## Outline of the issues

Labour relations concerns are dominating the departmental agenda. Labour relations are dysfunctional and this fact appears to drive most major decisions. It has also become the excuse for failures in departmental initiatives. Management and labour, particularly on the fire side, each share responsibility for the current position. It is a state of affairs that cannot continue. The department needs to adopt an external focus, concentrating on how it can best serve the citizens of Edmonton and their Emergency Response needs.

Labour relations problems are not new. There is no one single cause nor is there one party that is solely to blame. The current unhealthy relationships have grown through a long history with each individual event adding incrementally to the difficulties. However, we do not accept the argument that the problem is perennial. While there has been a history of poor relationships, those relationships have deteriorated in the past five years and increasingly sap the department's energy and resources.

We should say at the outset that this is not just an issue of personalities. Some attribute the difficulties to personality clashes, particularly between the Fire Chief Frank Sherburne and Firefighters' Union President Rob Hartmann. While both men have had a profound influence on the events that have unfolded, this is not just a clash of wills between them.

Stepping back from the specific issues and looking at the total picture, we find a troubling reality. This department has received or consumed a huge amount of external advice and scrutiny, both in respect of its management and in terms of its labour relations. Between 1992 and 1997 its state of health has been diagnosed and treated by:

- n. A major labour management mediation, including the arbitration of several issues, with Law Dean Tim Christian.
- n. Extensive audits by the City's Auditor General Department.
- n. A review of Ambulance Service Options by the Ambulance Services Steering Committee in 1992.
- n. Labour Relations Board proceedings as a result of unfair labour practice complaints.
- n. Over fifteen days of labour management relationship building with Alberta Labour.
- n. A strategic Communication Review by Marcomm Communication Ltd. in 1995.
- n. Occupational Health and Safety Management and System Evaluations in 1993 and 1996.

Our review just adds to this list. Repeatedly, in the reports and interventions listed above, this department has been told that

- n. good management requires planning, performance criteria and communication.
- n. they need to work at improving their labour relations processes, using labour management meetings and grievance procedures to understand positions and settle differences.

This advice has been ignored. Instead, the department has developed the habit of stockpiling its problems and then demanding that some third party provide them with a solution. The time has come to ask why the tools everyone else uses for managerial success and effective labour relations are not being used here, and what is needed to change that. It is a time for accountability. This has become far too expensive a way to operate.

Cumulatively this represents a massive additional cost of managing the department, with no apparent improvement. This reliance on external reviews has become addictive. Reviewers enter the department, make recommendations and leave, without any long term accountability. In the interim, management and labour are able to put on hold everything they are responsible for achieving. They can shuck off responsibility for departmental failings by claiming preoccupation with the external review processes and then find fault with those who called for the review, with the recommendations or with the reviewers themselves.

The time has come for the Emergency Response Department as a whole to take responsibility for itself - not just the Chief, not just management, not just the employees or their Unions, but everyone - the whole team working together as a team - accepting and recognizing the importance of each player from top to bottom and side to side.

The City of Edmonton devotes a substantial amount of its (scarce) resources to pay for much needed and highly valued fire and ambulance protection. That is what it expects to receive, not a constant flow of acrimony, controversy and litigation. The department has become like a chronic malingerer, searching out expensive cures for its aches and pains, describing its ailments to anyone who will

listen, but refusing to exercise, take advice, or follow even the most rudimentary steps towards achieving departmental fitness.

Labour and management have developed the curious notion that they can threaten each other into cooperation and develop team spirit by public insult or persistent discipline. It is hard to accept that people so adept at responding to emergencies have been collectively so inept in their personal and departmental relationships.

As a result, we will disappoint many of those who spoke with us. We will not be offering solutions to many of the specific issues they raised with us. This is because it is management, or labour and management working together, who must craft the solutions to the issues they raise. Instead, we will address what it is about this organization that blocks its ability to solve its own problems using the variety of tools offered by effective management and responsible labour relations.

This can be done. We commend, as an example, the work done by the Service Level Committee that prepared the Ambulance Unit Resource Review early in 1997. This joint committee, struck during collective bargaining to work on a difficult problem, shows that a cooperative approach can work.

Problems like differing expectations from the new dispatch system, emergency scene protocols between fire and ambulance personnel, suitability of equipment and technical matters like this have to be worked out by management, drawing on the resources of the whole department including those who actually do the work. They are not appropriately resolved by two outside reviewers.

Our decision not to address some of the more technical matters does not imply that they are less important. In fact they are crucial. By taking this approach it may appear to some that we are paying too much attention to fire issues and too little to ambulance issues. If so, it is because the most serious (although not the only) breakdown in labour-management processes has been between the Firefighters Union and management. CUPE 3197 has continued to carry out the usual labour relations activities and has, by and large, worked to achieve its goals within the bounds of the customary roles of labour and management. One question which we do address affects both services and that is the question of full integration into one dual role cross-trained service.

Labour relations questions cannot be divorced from how the department has been managed, because the one has come, inappropriately, to dominate the other. We will discuss the broader managerial issues first and then turn to the more specific labour relations issues. There are so many issues facing the department that they are difficult to organize. We have isolated some key themes and, in most cases, discussed specific issues where we find those issues illustrative of the main theme, in the following order:

### **General managerial questions**

- n. The strategy of reasserting managerial control
- n. The integration of fire and ambulance services
- n. The challenge of reduced resources
  - n. Ambulance resources
  - n. Statutory lieu time

- n. The 21R arrangement
- n. Planning, vision and performance criteria
  - n. A Fire Training School
  - n. The Inter-Hospital Transfer Service
- n. Communications Issues
  - n. The Recruit Class of 1996
- n. The role and influence of City Council

### **Labour Relations Questions**

- n. The Labour Relations Framework
- n. The Failure to Use Normal Labour Relations Processes
  - n. Labour - Management committees
  - n. Collective bargaining
  - n. The grievance procedure
  - n. The arbitration process
- n. Earlier Interventions
  - n. Dean Christian's mediation
  - n. Unfair labour practice complaints
  - n. Alberta Labour relationship building
- n. The Managerial Line
- n. Bargaining Unit Configuration - one unit or two
- n. Training and Standard Operating Procedures
  - n. The Quints

## General managerial questions

Frank Sherburne took over as Fire Chief and General Manager of the department in 1991. His management approach over the last six years has reflected three major themes.

- n. The belief that management had lost control of the department, particularly in the fire area, and the parallel beliefs that this could be regained by increasing the number of managers and the control they exercised and by forcing a change to the fire hall culture.
- n. The integration of the ambulance service and the fire service within an overarching Emergency Response Department.
- n. Meeting the challenge of reduced resources.

None of these issues holds much attraction to labour. Both the fire and ambulance employees could be expected to resist (initially at least) integration of their services. The belief that management had lost control had, on its flip side, the belief that the Union was too much in control (particularly in respect to fire). Unions rarely welcome budget reductions. All three raise major labour relations problems. Despite this, over the last six years there has been an almost complete failure or abandonment of the usual labour relations tools for communication, problem solving and dispute resolution, particularly on the fire side but increasingly in dealings with the ambulance side as well.

There has been a similar abandonment of the usual managerial tools. We identified three problem areas:

- n. The lack of any clearly expressed vision for the department and of any long range planning and evaluation processes to support the attainment of that vision.
- n. The failure of the department to develop a communications strategy.
- n. The willingness of some Councils to intervene in the department's administration and labour relations plus the failure to give the department a clear set of performance expectations and to hold the department to those expectations.

We will touch on these six areas in turn, although they are highly interdependent, after which we will turn to the labour relations processes.

## The strategy of reasserting managerial control

Chief Sherburne believed, when he took over as Chief, that fire officers needed to be better educated. He believed that "the promotional system based on seniority precluded the advancement of less senior members who have formal management education and experience, and stifled development and ambition within the department." He also believed there was a lack of accountability within the department which he wished to reassert. He has described his views in the following ways:

During his tenure as Deputy Chief, Sherburne had observed many systemic problems in the Edmonton Fire Department that he believed needed to be addressed. He was strongly committed to making all department members accountable for their actions, controlling the abuse of benefits programs, promoting diversity in the workplace, and being responsible and accountable to the citizens of Edmonton for efficiently delivering cost-effective emergency services.

He said elsewhere:

... fire departments must have a change agent to facilitate transition. The literature also suggests that the change agent can be anyone in the organization, but that the Chief is the most likely candidate. That is only the start. Innovators and creators are an essential catalyst. Promotions, recognizing qualifications and ability, are a giant step forward to facilitating change. *Nearly equal in importance is the need to administer discipline to send the proper message to personnel.* In most instances a cultural revamping is necessary to remove it as an obstacle. Public relations and communications are vital, as is member participation. [emphasis added]

His view was that the Unions, first the Edmonton Firefighters, but also and later CUPE 3197, were not much interested in his reforms and actively opposed them, filing grievances and complaints that he viewed as unfounded.

The City administration, throughout the six years of the current Chief's term, has been supportive of the Chief's initiatives in dealing with the department's challenges as he saw them. He received support for his efforts to gain a stronger managerial presence and has had a free hand in terms of appointments to management and the administrative support ranks. He was able to obtain experienced outside counsel to deal with grievances and other labour relations litigation. City Council gave approval to the administrative amalgamation of the fire and ambulance services. Budget cuts have not been unduly harsh when compared to those experienced by other government or municipal departments.

After these six years the question now must be asked, has the department been able to address the issues in need of addressing and go where it needs to go? The Chief's view is that, to the extent this question is answered in the negative, we must look to the attitude of the Unions and the harm he says they have caused. He maintains that they have been oppositional and have conducted (particularly in the case of the Firefighters Union) an unrelenting campaign to block, by any means, what he views as sensible reforms. Needless to say, the Unions take a different view. They argue that the department is in a sorry state and that the blame for that rests on poor decisions by management. One of our tasks has been to take an independent look at the department and at these questions.

Our view is that there has indeed been opposition from the Unions and that this has made managing the department harder than it might have been. However, that was predictable from the outset and a major part of the challenge to be faced. The department's most important resource is its work force which consumes over 85% of the total budget. Managing the Emergency Response Department means managing that work force in a way that makes it productive, imaginative, responsive and resourceful. This means leading the employees, and it means dealing with the trade unions and trade union leaders the employees from time to time select.

Our conclusion is that management has not been successful in this task. We have tried to assess why that is so, weighing into the balance the responsibility that others must accept. The reasons for this failure follow, in no particular order.

First, the Chief's high regard for post-secondary education and his dislike for the seniority system have combined to create a rather one-sided style of management. It has become book learned at the expense of leadership qualities. Post-secondary education has become the main key to entry into management, squeezing out less formally educated but none-the-less wise and well trained career firefighters. This has come to imply, to the average firefighter, a disrespect for the type of skills acquired on the job. We found, amongst a few in management, a form of

educational snobbery bordering on contempt for the life and experience of the everyday firefighter or ambulance employee. This is quite acutely felt in fire halls. It comes across in the modes of communication, in the lack of communication and in the absence of day-to-day courtesies like the “*good for you*” congratulation for a job well done. It comes across at Christmas when no one bothers to visit to wish staff the best of the season. It comes across in terms of who gets promoted.

We suspect that, in reacting so strongly to the constraints of the seniority system, the Chief has too easily equated education with merit. Senior meritorious candidates without formal education are entitled to consideration. Most of the rank and file perceive this is not happening and many in management concede that this is a concern.

Second, we believe the strategy adopted for dealing with what the Chief saw as abuse was flawed. He appears to have done little to seek buy-in before beginning a campaign to clamp down. Little was done to communicate expectations clearly, in a way that appealed to the employees’ general sense of fairness and propriety. Instead there was from the outset a punitive emphasis on control and discipline. Most abuse in the workplace comes from a few employees, from what in the fire hall culture is referred to as “the DINK factor” (this must be an acronym, but no one explained it to us). Instead of focusing on the few offenders, the Chief’s comments and actions appeared to criticize the whole work force. The potential existed for the bulk of the work force and even the Unions to support a clamp down on abuse. Instead, they generally rallied behind those who were disciplined because that discipline was implicitly directed at everyone.

Third, there has been a tendency to micro-manage and to advocate micro-management in dealing with employees. We found many of those who joined management in the hope that they could “make a difference” were frustrated at the limited scope of decision-making they found themselves given. We found overall, within the management team, a feeling that they had little independent decision-making ability. Too little authority is delegated with the result that managerial talent and time is wasted. Many managers (even at the most senior levels) felt that they had to be mindful of what the Chief wanted on relatively small matters that ordinarily would fall within their sphere of authority. In sum, the prevailing management view (although not universally held) was that they received little clear direction and little scope to achieve what clear objectives they were given.

Fourth, but closely related to the third, is the assumption that the way to influence the conduct of employees is to control it rather than influence it. This assumption comes out in the tone of many of the directives we have seen. It comes out in the use of discipline. It also comes out in the prescription for more managers as the answer to all departmental difficulties. Perhaps this is a vestige of the fire hall approach to management which was historically, and still remains, hierarchical and authoritarian. The language of “pips and stripes” management is largely gone, but many of the underlying attitudes remain. The “chain-of-command” rank-based system of obeyed orders, emanating from above, still prevails. We have difficulty accepting that the best way to lead employees who earn over \$50,000 a year is to treat them like army recruits.

In a 1993 paper the Chief appeared to recognize that his views on “control management” were an anomaly when he said:

It was surprising to find that one’s beliefs that in order to succeed, the internal environment must be controlled, was challenged by most of the authors referenced. Clearly, the external environment was most often suggested as the critical element.

Yet in the same paper he repeatedly emphasizes the need to use discipline as a way to change the departmental culture. Quoting others, he emphasized:

“How an organization deals with its non-performers sends messages to staff that are almost as powerful as promotions; senior managers should ensure that the right messages about what is valued in the organization are sent to those staff who are committed and do perform.” ... “Discipline is the thread that runs through all fire service functions. Without it a department could not function.”

The Chief's criticism that the department lacked accountability and controls has translated into the view that Captains cannot be trusted to manage their stations and to meet legitimate performance expectations for themselves and their crews. The approach to solving this has been twofold: try to break up the station based hierarchy and then replace it with tighter management by those outside the Union. Most organizations that try to achieve the objects this management espouses do so by building high performance self-directed work teams and flattening management. The Emergency Response Department's strategy is to go in exactly the opposite direction, trying to disassemble the self-directed work teams they already have and replace them with a tight “rule and discipline” based management style.

We discuss the steps taken to increase the number of managers in a separate section below. The strategy of trying to breakup the station based hierarchy has not been explicitly set out, but appears to us to be part of the motivation behind several controversial initiatives. The clearest exposition of this approach is in the 1993 Ph.D. thesis written by Deputy Chief Bernie Williams. He describes a fire hall culture with rigid hierarchies and routines. He theorizes that, by introducing a new type of recruit to the hall, one can change the attitudes of those already there and thus modernize the department.

We saw a number of initiatives that seemed designed to put this theory into practice. We see it in the decision to select from the latest recruit class only women and visible minorities. We see it in the implementation of the 21R program, taking the junior firefighters from each platoon and moving them from station to station. Most significantly, we see this as one of the underlying motives for trying to blend the EMS personnel with the fire suppression personnel, to which we turn in the next section.

This approach downplays three important facts. First, if one is to change a working culture, one should have a clear idea of what you want to change it to, and why. Second, while new blood can change old patterns of behaviour, without proper leadership this can also work in reverse, with new recruits adopting old patterns of behaviour. We think the 21R program has caused this to happen. Third, to change the behaviour and attitudes of employees, leaders need to tell them where the organization is going, why it is going there, and how they will fit into that future. Without such leadership the status quo inevitably asserts itself.

## The integration of fire and ambulance services

Fire and ambulance services were run separately until 1993. Chief Sherburne believes the two services should be completely integrated into a dual role cross-trained service. His pursuit of this objective, despite Council's direction to maintain two distinct services under the administrative umbrella of one department, has aggravated already difficult labour relations. We suspect as well that it has been a major reason for the failure to publish any clear vision statement or long term plan

for the department. We need to review the history of this proposal to integrate the two services into one.

For many years ambulance services in Edmonton were provided under contract by a private company, Smith's Ambulance. Smith's got most of its revenue on a per-trip basis from patients or their insurers while the City just paid a modest annual sum to maintain the service. In 1981, the City took over the Smith's operation and created an Edmonton Ambulance Authority under a special Act of the Legislature. The Authority acquired 15 new ambulances and began providing some paramedic "Advanced Life Support" (ALS) services in addition to the "Basic Life Support" (BLS) services that had previously been available. The Authority enrolled 24 people in a two year paramedic training program at NAIT.

This Authority began providing a more sophisticated and professional medical response system. At the time, technological and medical changes were expanding the options for pre-hospital emergency care. Governments throughout North America were moving into new areas, training paramedics, using more sophisticated ambulance and emergency scene equipment and so on. The Edmonton Ambulance Authority ran as a City appointed board maintained at arm's length from City Council itself. In 1990, the Province passed new province-wide legislation called the *Ambulance Services Act*. It created a series of Ambulance District Boards. Each Board (which, for Edmonton, was City Council) could determine the level of service for its district and provide services directly, or under contract.

In August, 1992, the City established an Ambulance Services Steering Committee to consider the available options. The Committee was chaired by then Assistant City Solicitor, Ron Liteplo. Frank Sherburne sat as a member as did Dr. Terry Sosnowski, the Medical Director of the Edmonton Ambulance Authority and Don Henderson, the General Manager of the Ambulance Authority.

In January 1992, as one of his papers for the Executive Fire Officers Program at the National Fire Academy, Chief Sherburne wrote a paper (which he gave to the Committee) advocating the dual role/cross-trained option for future ambulance service delivery in Edmonton. In that paper he recognized that

How ambulance service is delivered will have a major impact upon resources, standards, and operational considerations of both the EFD and the residual of EAA. All of the alternatives significantly affect the EFD, especially in terms of resources and labour relations.

Despite acknowledging the importance of the labour relations issues at several points in the paper, Chief Sherburne says nothing whatsoever about how those issues might be dealt with.

In April 1992 the Fire Department gave the Steering Committee an "Integrated Model Proposal" advocating fire based service delivery. Essentially, it proposed having fire pumper trucks with EMT trained firefighters provide the first response to medical calls, followed up with advanced life support ambulances, each with an EMT and a paramedic on board.

This proposal too made only the briefest reference to how the labour relations issues might be dealt with, saying that paramedics would get a premium over first class firefighters and EMTs would be paid the same as first class firefighters. It made a brief comment on how the Fire Department assumed seniority would work, but said nothing about such crucial questions as whether there would be one bargaining unit or two, how they would coordinate one group with a right to strike and one group subject to arbitration, or how pension issues might get worked out. There was no discussion of the cost implications.

The Committee issued its report on June 30, 1992. The report was a comprehensive and convincing piece of work which weighed the options intelligently after much consultation. It considered eight possibilities, four of which it rejected summarily (police management, a private operator, board of health and hospital management). The four credible options it considered were:

- n. A separate municipal authority, much like the Edmonton Ambulance Authority.
- n. City Department. The ambulance service would run under a separate general manager much like any other civic department.
- n. Fire Department management with a merged work force. This would have seen fire suppression, rescue and ambulance services provided by a single cross-trained, dual role work force carrying out the existing fire and ambulance functions.
- n. Fire Department management with a separate branch. There would be a separate ambulance branch operating a separate service, but with an amalgamation of administrative and support functions and perhaps with some cross-training to allow cross-service transfers.

The committee's conclusion was to keep the ambulance and fire services separate, which they expressed as follows:

Over the long term, the most efficient method of providing emergency medical service in Edmonton is to retain a separate service - either as an Authority (the least expensive option) or as a City department (the next least expensive option). These are the most efficient options, provide the best assurance of quality care, and avoid significant labour relations problems associated with amalgamation with the Fire Department. While there are some drawbacks to the Ambulance Authority's current reporting relationship, major reorganization involving amalgamation with any other department is unnecessary, and likely to be counter-productive.

The Merged Workforce option would add from \$1.8 million to \$3.8 million annually to the cost of providing emergency medical services, and increase the amount of the annual municipal subsidy (i.e. tax levy funding) by 50% to 90%.

It is also worth noting that the cost of the Fire Department's original proposal (that is, without adding any additional fire pumpers, therefore resulting in longer response times) also exceeds the cost of the Authority structure (current service) by \$1.2 million to \$3.5 million annually.

There is potential for some short term cost savings if ambulance were organized as a separate Branch of Fire, but these occur only under the most optimistic cost estimates for this structure (low range). These savings are more than outweighed by the expected cost *increases* under the high range cost estimates for this option. Moreover, neither of these costs includes the potential increases that may result from the increased probability of "whipsawing" under this structure.

Qualitative factors also favour retention of a separate organization for ambulance service. Skill levels for ambulance staff, and the quality of medical control, are more likely to be maintained if ambulance is kept as a separate organization.

Flexibility of staffing levels (to meet peak demands more efficiently) is also greater outside the Fire Department. There are also significant labour relations and collective bargaining issues if the ambulance service is made part of the Fire Department.

There are few qualitative differences between the Authority and City Department options, with the exception of reporting relationships, which appear to be somewhat better for a Department.

As soon as the report came out Chief Sherburne took issue with many of its conclusions, advocating again integration with the Fire Service, or at least the creation of a separate City Department. On the labour relations issue, the Chief simply said, without further analysis:

... labour relations issues will have to be dealt with. Before that can occur those issues must be clearly identified. Once identified, potential methods of resolve can be determined and their costs, both monetary and qualitative, analyzed. Until this occurs these issues cannot be allowed to affect any recommendation the Steering Committee may make.

The Committee provided a response to each of the Chief's points (and, on most points, a convincing response) after which the matter went to Council.

In the summer of 1992, Council decided to create a separate ambulance department. However, this department only lasted until October, 1993. In July of 1993 City Manager Pickerack directed the two departments to explore the advantages of an administrative merger. The Fire Department became again a strong advocate for such a move. The Emergency Medical Services Advisory Committee remained opposed to the Fire Department taking over EMS. This group and Council were assured at the time that this was only a merger of administrative services. The memo to Council said specifically "Integration will not extend to the operational areas of either EFD or EMS." It also said:

The City Manager has met with the Executive of CUPE Local 3197, agents for Edmonton Emergency Health Services Personnel, to outline his direction to the General Manager of EMS and the Fire Chief regarding the amalgamation of EMS and EFD Administration and to express a preference that in the proposed new department, the EMS Operation would maintain its identity as a separate branch, including name, insignia, and signage.

The City Manager has met with the Medical Advisory Committee and committed to consideration of their concerns regarding medical control and service levels. The Medical Advisory Committee will be consulted on these issues during the subsequent processes.

Council then decided to merge the ambulance service and the fire department into an Emergency Response Department. The then City Manager, Richard Picherack, sent employees a memo describing Council's decision, taken on October 12, 1993. He advised employees:

The new department will have two completely separate operational streams for the emergency medical services and fire operation functions. This will ensure the quality of both services will be maintained, while allowing many administrative efficiencies to occur. The terms of reference and reporting relationships of the Medical Advisory Committee (MAC) do not change under the structure of the new department.

Many wonder what prompted the decision, after only one year, to go against the Steering Committee's recommendation and adopt the solution it felt least attractive of the four main options. Certainly, Chief Sherburne continued to push the idea that the ambulance service should fall under fire department administration. It appears that the City Manager shared that view. We suspect as well that the idea of merging the all male firefighters with the more gender balanced ambulance service was seen by some as a way to bring some gender equality to the fire service. It was about this time that the then Mayor was expressing particular concerns over such matters as the wearing of two highly inappropriate t-shirts produced by firefighter recruit classes and the publication of a firefighter beefcake calendar.

It was also a time of serious conflict between the Firefighters Union and the administration, including not just Chief Sherburne and the departmental management, but also the City Manager and the Mayor. The net effect of this was to increase the political and administrative support given to Chief Sherburne in his efforts to bring the Firefighters Union into line.

The Firefighters Union opposed the merger but its aggressive, overly political and overly personal stance at the time is at least part of the reason why the merger took place.

Mr. Picherack's memo and Council's direction promised to maintain two completely separate operational streams for fire and EMS. Notwithstanding the City Manager's expressed preference, the identity of the EMS branch was soon merged into the new department. The Chief adopted a new joint name, logo and "corporate image". This was seen by both Unions and both work forces as a deliberate affront to each of their traditions. It has been a lingering, although mostly symbolic source of discontent in both work forces. It is an issue on which the Chief has been quite emphatic, to the point of insisting that the long-standing "Firefighter Band" be renamed to the "Emergency Response Department Band". Frankly, we think there were bigger issues requiring attention.

Since 1993, departmental management has been moving forward with plans to merge the two services into one and to establish a dual role cross-trained work force. The Firefighters Union, CUPE 3197, management employees and the two work forces have all been suspicious of this from the outset. What this has meant, over the last four years, is that what the department said it was doing and where it said it was going (to the extent it said anything) clashed with what most people saw as the actuality. The evidence suggested that management was moving to a fully integrated service, despite official denials or at least waffling on the issue. Put simply, the actions clashed with the mandate and this was pretty clear to everyone involved.

The first indication was the way Chief Sherburne reorganized his management structure. At the outset, the Fire Chief had four Deputies: one for fire/rescue, one for EMS, one for support services and one for administration. George Witt, who had been the senior manager with the Ambulance Department and the EAA, was the Deputy Chief, EMS. Before long the Chief reduced the number of Deputy Chiefs to three and moved George Witt into the administration slot. He moved responsibility for the EMS operation under the Deputy Chief, Operations, Fred Letendre. He appointed several Deputy Chiefs to manage both fire and ambulance operations, reporting through Deputy Chief Letendre. This was seen by many (managers included) as the start of the move to eliminate separate fire and ambulance streams within management.

These moves also meant that ambulance personnel were being moved in as ranking officers within the fire hierarchy, which firefighters resented because of their lack of firefighting expertise ("how can you have an ambulance driver commanding a fire"). It also meant officers with a firefighting background were now directing the

operation of the ambulance service. That too, caused resentment. (“What do firefighters know about patient care”). Our conclusion is that, whether deliberately or just through the force of tradition and numbers, ambulance managers and their style of management gradually became subsumed in the dominant fire management culture.

While all this was going on, steps were also being taken to integrate ambulance crews into some of the City’s fire halls. This took place with minimal leadership. Both the Edmonton Firefighters Union and CUPE 3197 opposed the integration. The 1992 Steering Committee had recommended against it and no one had given any credible reason as to why the City reversed itself. Employees in both fire and ambulance were concerned about where integration would lead them and how it would affect their careers.

Firefighters, then and now, had little desire to become EMTs or paramedics and could see no rewards for doing so. Ambulance employees, then and now, had little desire to become firefighters, many worrying, legitimately, whether they faced career stagnation or the loss of their jobs, because they would be unable to pass the physical requirements for firefighting. Both groups worried about seniority issues, the Firefighters taking the view that ambulance employees (as the minority) coming into “their workforce” should start at the bottom of the seniority list. Ambulance employees saw that idea as totally unfair and failed to see why they should lose their accumulated seniority.

There was a great deal of uncertainty about how integration would affect the two Unions. Employees on both sides (but particularly on the ambulance side) wanted to maintain separate bargaining units and separate union representation. Ambulance employees felt that they would get little effective representation from the Firefighters Union because they would be outnumbered five to one. The official management position was that they were maintaining two separate streams, so these issues should not arise. However, few believed that to be the long term plan and in our view they were, even then, justified in viewing management’s promises in this regard with skepticism. The conflict between the department’s mandate and its apparent direction fueled some of the public accusations of lying by management.

Stationing ambulance crews in fire halls in this atmosphere of uncertainty quite predictably caused tension. Their cultures and routines were different. Ambulance crews get called frequently during the night, while (particularly in suburban stations) firefighters are accustomed to getting a relatively uninterrupted night’s sleep. Ambulance crews lacked respect for the station hierarchy where the captain is boss and the daily activity follows a well established pattern. Ambulance crews included women, while the fire crews almost universally did not. Fire crews prized team work above all else, ambulance crews worked in pairs and placed emphasis on individual responsibility for patient care. Firefighters were accustomed to a “chain-of-command” style of leadership, ambulance employees were not.

The decision to merge these services cried out for clear direction, careful and continual communication and leadership. Instead, the attitude of management appeared to have been “let them have at it - it will shake them up” and “change is good for them - they have become too complacent anyway.”

Disputes emerged, some of them serious, many of them petty, such as the ongoing battles over who pays what into the coffee fund, an issue that got far too much air time. We do not propose to analyze these disputes in detail. Instead, we make three points.

First, if one accepts that moving towards a merger of the two services is a good thing, the steps taken to integrate the work force were very poorly executed. Individual employees were left in the dark about the implications of this move for their careers. This led to a very unfortunate tendency for each service to become

critical and disrespectful of the other. More significantly, it led each work force to rally behind its respective Union's efforts to press for its own service's survival. Gaining little headway with management, it led them to press for and support avowedly political tactics to deal with the perceived threat posed by integration.

Second, if one does not accept that total integration is the appropriate next step, these moves generated a great deal of fear and uncertainty for nothing. It would have been easy to come out clearly and say to all employees that you will not be required to qualify for the other service (by taking medical or firefighter training).

Third, this integration process was not happening in a vacuum. The other issue going on at the time was the threat of budget cutbacks. This only heightened the fear that integration meant job loss. This was aggravated by a general belief that integration was going to increase, not decrease, operating costs. This is what the Steering Committee had concluded and what the department's management never publicly or effectively rebutted.

By 1996, the City had elected a new Mayor and Council and appointed a new City Manager. In the summer of 1996 Chief Sherburne appointed a committee to prepare, once again, a proposal for an "Integrated Service Delivery Model". This 1996 report states:

The primary objectives of the merger were (1) to realize cost-savings through the elimination of duplication of facilities and functions; (2) to realize cost savings through economies of scale; (3) to enhance the coordination of the effective and efficient delivery of emergency services; and (4) to enhance the level and quality of services delivered to the citizens of Edmonton. To date the merger has proceeded relatively smoothly, and the primary objectives are being achieved.

No evidence was presented to support the assertion that administrative integration had saved money, at least money that could not have been saved in any event. The report then goes on to say:

As the merger proceeds, it has become obvious that for the benefits of the merger to be fully realized, the intermingling of these operating streams must occur.

This is the view the Chief has held since 1992. Although this report says the committee had a mandate "to examine the potential costs and benefits of further integration," the report itself contains no assessment whatsoever of the costs of integration using dual role cross-training model, nor does the report discuss at all the extremely difficult labour relations issues and associated costs.

The report asserts two basic principles.

The first principle is that given finite and limited resources, and variable and unpredictable demand for service, services can best be delivered by a flexible work force which is cross-trained to perform multiple tasks.

[The second is that] ... the primary focus of the department should be on the controllable aspect of business (i.e., prevention and education) Prevention and education should be the primary focus of all department activities, while maintaining the flexibility and ability to respond to calls for emergency services as required.

Neither principle is self-evident to us. The first proposition is simply the dual role cross-training proposal considered carefully and rejected by the 1992 Steering

Committee. The second, while sounding worthy, cannot be elevated to the status of "primary focus". To the extent it says the department's resources, when not called on for emergencies, should be devoted to preventative activity, we cannot disagree. However, effective emergency response must remain first and foremost on the department's agenda.

Our conclusion is that, at its heart, the department's enthusiasm for the merger of fire and EMS is driven by resources. The demand for fire service is shrinking, as modern building and safety practices reduce the incidence of fire. EMS is a growth industry in a population that is aging. Taking over the ambulance function relieves pressures to reduce the cost of maintaining the fire service.

The 1996 paper advocating integration suggests, in a revealing passage:

With the many changes currently under way in the health care system in Alberta, many unique opportunities exist for the Emergency Response Department. The newly created regional health authorities may be seen to be similar to the Health Maintenance Organizations (HMOs) in the United States. Under the U.S. system the concept of "managed care" has come to forefront through HMOs, with a heavy emphasis on investment in prevention programs rather than treatment programs. Of particular concern are public education and prevention programs pertaining to heart disease, strokes, and prevention of traumatic injuries. There is also a growing emphasis on preventative medicine such as influenza vaccinations for the elderly, and immunizations for school children.

In Canada, there is a similar need for these types of programs, and the Emergency Response Department is in a unique position to deliver these types of programs in an efficient and effective manner.

There are many groups in the province who could potentially offer these expanded scope services. These include nursing organizations, insurance companies, private ambulance companies, and others. It would appear that the ERD presently has a strategic advantage over these other groups given the existing resources and infrastructure. As time goes on, however, and other agencies begin to identify the opportunities, mobilize their resources, and lobby to secure contracts, the strategic advantage of the ERD will be diminished.

There is an unique window of opportunity for the ERD now but there is no guarantee as to how long that window will remain open.

We can see the attraction, to a management group, of filling a perceived void in social services. However, we are not convinced that either the City or the Emergency Response Department, funded by the civic tax base, should be venturing into areas that are clearly within the mandate of the Regional Health Authority, operating under provincial funding. Nor do we see the advantages of offering services like child immunization utilizing highly paid firefighter/EMTs or firefighter/paramedics operating under a paramilitary style of management.

The department's inclination to get into these services, and keep others out of the market, has already led it to lowball its bid on the initial inter-hospital transfer contract. Despite assurances to the contrary, this has resulted in performance pressures on the delivery of the department's core services. We are not convinced the department has the management skill or the freely available resources to tackle the field of preventative health care without compromising its core functions.

While our review was taking place, the Fire Chief met with many of the members of the EMS service and described to them the fact that once our review was over,

the department would be moving to a dual role cross-trained service. Little was done to communicate this decision to the department generally. The announcement raised more questions than were answered. How would seniority be treated? Would there be one union or two? What would happen to those who did not want to qualify as a firefighter or to those who tried unsuccessfully? Firefighters were quickly told of this news by EMTs or paramedics and were understandably resentful that they learned of this development in such an indirect and unstructured way.

The proposal for this new integrated service delivery model calls for the purchase of 27 new rapid response vehicles over a three year period. It also calls for creating a new job class specification for a position called "ERD Customer Service Provider". It describes the proposal as follows:

These employees will have the ability to work in Fire/Rescue, EMS, Interhospital Transfer, and Public Safety and Education, and will serve a three month practicum period in each area before being assigned a position in operations. The hours of work for these positions will be full-time hours but there will be variable schedules depending on where the employee is assigned at any given time.

These positions should be filled initially by existing staff - either EMS staff who are willing and able to complete firefighter and Dangerous Goods training, or firefighters who can be certified as EMT-A's. Additionally, whenever vacancies occur in EMS or Fire/Rescue they should be filled with candidates who have qualified for the firefighter eligibility list and also possess an EMT-A certificate, or by candidates who have completed an approved pre-employment training program at an accredited educational institution.

The entire discussion of the labour relations implications of this are as follows:

It is recommended that the process of creating and filling this new job classification specifications be initiated immediately. This should be pursued in consultation with Corporate Personnel, legal counsel, EFFU and CUPE. It is proposed that all vacancies in either EFFU or CUPE be filled under the new job class specifications and that as new positions are filled the former positions (i.e., firefighter and EMT-A positions) be eliminated. Because the new positions include firefighting responsibilities, there is a statutory requirement for these positions to fall under EFFU jurisdiction. This means that over time the number of CUPE members will steadily decrease as some existing members apply for the new positions, and positions that become vacant are converted to the new job class specifications in EFFU. At some point it will likely be in CUPE's best interests to voluntarily merge their remaining membership into the EFFU.

In terms of working out other details with regards to seniority issues, compensation packages, SOP's, response protocols, and other implementation issues, cross-functional teams involving rank and file employees should be formulated and assigned specific tasks with specific timelines for completion.

This approach is nothing short of reckless. Management is bound by two collective agreements and is obliged by law to bargain with both CUPE 3197 and the Edmonton Firefighters Union. To suggest that it is going to work out the details of wages and benefits with "rank and file employee cross-functional teams" is to invite complaints of unfair labour practices. Such complaints would be highly likely to succeed should management proceed in the way it describes. The department has already been found liable in an earlier unfair labour practice complaint of this

type. This shows either a disregard for legal obligations, or a naivete in management, neither of which is acceptable.

We recommend that the City reject the dual role cross-trained option. The Chief is clearly enthusiastic about it, and has been so throughout his term. Despite this, the information presented to support the concept is weak, ignores important factors and, to this point lacks concrete or convincing planning. The business case has not been made out.

Health care services, including what were once municipal Board of Health activities, have now been regionalized by the Province. Ambulance service, of necessity, involves a high degree of collaboration with the medical community and the health care industry generally. Demand for ambulance services have changed with regionalization and hospital consolidation. Sicker patients have to be moved more often, which impacts on the ALS service and thus on utilization and response rates.

The department's vision for itself sees it moving into preventative health, the structure of which is only just beginning to emerge and which in any event is a responsibility of the health care region. We think it unwise to irrevocably integrate the fire and ambulance services while the provision of health care services are in a state of flux. Integration may serve to protect the fire service from pressures to downsize, but it is not necessarily the best long term choice for handling ambulance and preventative health services.

Second, we believe the labour relations issues have received inadequate attention. Rather, we sense some in management think injecting ambulance employees into the firefighter work force will solve their problems with the Firefighters Union and change the fire hall culture.

Firefighters are prohibited from striking and instead, have their wage rates settled by arbitration. The department proposes employing people with both firefighting and EMT-A or paramedic skills and training. Since EMTs are now paid less than firefighters, both in base wages and in terms of the cost of fringe benefits, the likelihood is that the wage rate for a dual-role cross-trained employee will be significantly higher than that currently paid to EMTs and probably higher than that now paid to firefighters. Pension costs will increase if EMTs and paramedics move into the Firefighters' bargaining unit because they will then be covered by the supplementary pension arrangements which are richer than their present benefits. The firefighters' collective agreement has a series of restrictive provisions that may also increase the overall cost of operating the ambulance service. None of this has been sufficiently worked through.

Third, there is virtually no support for this move amongst the employees currently working in the two services. This is largely due to their view that their jobs are quite dissimilar. We accept that those jobs are dissimilar and that they attract different types of individuals with distinct skills and aptitudes. We are not starting afresh. The aspirations, attitudes and training of the EMTs, paramedics and firefighters who work for the City now are critical to the success of this plan. We will not be facing the need to hire a lot of recruits. Attrition will be quite slow. The plans must work with the employees the department has now. We found no real sensitivity in management to the views of either firefighter or ambulance employees on this issue, nor has there been any sincere effort to solicit their views. There is simply the assumption that most paramedics and EMTs would welcome the opportunity to become firefighters and that firefighters can easily be trained to work as EMTs or paramedics.

We found the department's answers to important questions concerning skill atrophy, sufficiency of patient contact, professional registration, the costs of ongoing multi-skill training and so on quite superficial.

Our recommendation is that the City maintain its present strategy of integrating administrative matters, but that it not try to create a cross-trained work force. To those who feel this is a good idea because firefighters need more to do, we suggest there are many other community services firefighters are better suited to providing that would be less likely to compromise their emergency response capacity. We believe the City will be best served by maintaining separate services, working in close cooperation, under a common administrative umbrella. Each service can and should strive for excellence and efficiency within its own discipline.

## The challenge of reduced resources

Like other civic departments, the ERD has had to reduce its resources. One of the consequences, and perhaps one of the motives, for combining fire and ambulance services into one department is that it serves to globalize the budget between the two. Demands for more resources for ambulance service can be met with the answer that you will have to find the money by economizing on fire service. This downloads some difficult resource allocation issues into the department.

This is creating its own tension, both in management and in the rank and file. Those with an ambulance background feel a fire biased administration is underfunding ambulance services, using their numerical strength to avoid yielding resources. Those with a fire background feel the EMS side make too much of the alleged ambulance shortage and believe fire first responders (FMRs) do much of the important work. Both Unions argue vigorously that whatever view one takes of the allocation of resources between the two services, the size and cost of management is draining both services of scarce resources.

We see no end to these tensions under the present departmental structure. The resource debate is going on in an emotionally charged and partisan way within management, with far too little objectivity. Major decisions are being made without planned and documented business cases being made out. Our recommendation is that this department needs a general manager, separate from the Chief's position, to bring some orderly business processes to these decisions.

Each service needs its own head of operations, a Fire Chief and an Ambulance Service Chief (or other suitable title). These leaders should each report to the general manager and be required to plan for and justify the needs of their respective services. These people should also be appointed for their abilities to lead their respective services based on their subject matter expertise and experience. Broader managerial skills are needed in the department, but it is unrealistic to think that the best managers for the various support functions will come from the fire or ambulance ranks. A general manager responsible for departmental administration, with support staff, as well as two top-flight Chiefs, one for each service, will, we believe, lead to a more efficient form of management with the capacity to address its labour relations, planning and communications issues in a more business like way.

We are not opposed to employees rising through the fire or ambulance ranks to departmental management positions. We do think the City would benefit if it provided opportunities for such employees to get broader experience, beyond their service cultures, by temporary postings or secondments to managerial positions in other departments.

We now turn to three specific issues that have arisen from budget restraint, ambulance resources, statutory lieu time and the 21R concept.

## n Ambulance resources

Recently, there has been substantial debate about the need to devote more resources to the provision of ambulances coverage for the City. During bargaining in 1995 CUPE 3197 agreed with the City to form a joint labour management committee to review the whole issue. That committee, after a thorough review of the questions involved, made its recommendations while our review was ongoing. City Council, appropriately in our view, authorized resources for two additional ambulance crews which will go some way to alleviating the demonstrated shortage in capacity. We are not the appropriate parties to be recommending the optimum level of ambulance service. However, we make several observations from what we have seen. There is, within the ambulance service, too great a reliance on employees without permanent status. Many of these employees are working what are, to all intents and purposes, full time jobs. However, they are denied the fringe benefit entitlements that go with a permanent position.

It is possible to maintain a pool of part-time ambulance employees to fill the service's unpredictable staffing needs. However, the City is currently using supposedly casual employees to fill quite predictable needs to the point where many are working full-time month after month and being called for extra shifts as well.

We believe some of the unwillingness to deal with ambulance service levels directly is due to the Chief's belief that the answers lie in dual role cross-training. We have said that we disagree with that strategy.

Two other inter-related variables impact on the question of ambulance funding. The department deliberately bid low on the inter-hospital transfer contract to keep out other potential competitors. We are not in a position to tell whether this was a wise business move in the long run. We do accept, however, that changes in the acuity of patients being transported (due to changes in health care administration) has impacted on response times. Again, if the motivation for keeping competitors at bay in ambulance transfers is part of a strategy to make the cross-training proposal viable, then it has had an undesirable consequence for ambulance service, at least in the short-term. The second point is that the Province has just recently announced an adjustment in some of the funding arrangements for inter-hospital transfers. We have not been able to explore how this will affect funding of the Edmonton service.

Two issues from the City's 1994 budget reduction still linger on the firefighting side of the department. To meet cutbacks, the department first announced 22 firefighter layoffs (in addition to the four that had occurred earlier). Layoffs, in compliance with the contract, were in reverse order of seniority. At the last minute, the Fire Chief announced that, rather than proceed with the layoffs as planned, it was his intention to save money a different way and could, as a result, save enough money to bring back the four firefighters already laid off.

He then announced two plans which, to this day, remain highly controversial. They are the statutory lieu time scheme and the 21R pool. Both have been grieved by the Union. Neither was negotiated with the Union. In many situations in industry when management threatens layoff, labour and management can get together and come up with a compromise to achieve cost reductions and avoid the layoff. The advantage of this is that the Union involved then takes responsibility for the choices made in the effort to save jobs. In this case, the Chief cancelled the layoff

unilaterally and imposed the SLT program over the objection of the Firefighters Union. The absence of agreement meant the Union remained free to oppose the program rather than sell it to the work force.

#### n Statutory lieu time

Prior to 1994, firefighters on the platoon system had always worked statutory holidays and been paid an extra day's pay in lieu of the statutory holiday they had been unable to take. Those who worked on the actual day of the statutory holiday also received premium pay, those who did not just got the extra day's pay. The Chief's plan was to stop paying this day's pay in lieu of each statutory holiday, and instead, to give firefighters a paid day off in lieu of the holiday they had been unable to take.

The Union believed that the contract guaranteed the payment of this statutory holiday pay and did not allow for the granting or imposing of a day off in lieu. The Union viewed SLT days as a unilateral reduction in the take home pay of more than 6% of salary, in violation of the collective agreement as it had existed and been applied for many years.

Notwithstanding the Union's opposition, and the threat of a grievance, the Chief proceeded to implement the SLT plan and canceled the layoffs. The plan, as proposed, would reduce the pensionable income of firefighters in their retirement. This is because the amount a retired firefighter collects in pension benefits is based on their highest five years' pensionable earnings. The payments on account of statutory holidays were included in pensionable income and therefore had a direct bearing on the person's income, not just in the current year of employment but in every year after retirement. The plan was modified to exclude Captains who would be the ones most likely to suffer the pension impact. However, because some people retire without having challenged the promotional exams, some pensions were still affected.

The debate over statutory holiday pay and pension benefits is not new. It was dealt with by the 1982 interest arbitration board, which said:

This item has been the subject of dispute between the parties for some years. It involves the wording of the current collective agreement and the discretion reposed in the City to provide a day off in lieu of working a statutory holiday. It has been the subject of referral to the pension authorities, whose ruling has been not to include this item of compensation in pension calculations because it is paid at the discretion of the City. It has not been the practice of the City to provide such days off in lieu, having regard to the issue that there are or could be serious manning requirements unless this is instituted only in isolated cases, and having regard to the fact that the City wishes to maintain its flexibility in this matter, the request is denied. However, we have taken into consideration this factor in approaching our award on overall compensation.

The issue came up again in 1986 at which time the arbitrators said:

The City proposed clarifications of matters concerning work on statutory holidays or pay in lieu thereof and consequential matters whereas the Association asked that the provision of pay in lieu be mandatory in order to make statutory holidays pensionable.

After consideration of the positions of the parties the Board awards the City's proposal but with the addition of a new clause as follows:

8.01.05 (New) The City agrees that it will take all reasonable steps to request the Pensions Administration Branch of Alberta Treasury to treat statutory holiday pay as pensionable earnings. If, after two months from the date of this Award, such pay is not so treated, then there shall be added to 8.01.03 the following: "Notwithstanding the foregoing, in the Firefighting Services Branch, all members shall receive pay in lieu of statutory holiday."

Whether or not this was achieved we do not know, although we note the collective agreement now says statutory lieu day payments are pensionable earnings. We infer from this that the Union was unsuccessful in making the payment of lieu time mandatory.

Predictably, right after the plan was implemented, the Union filed a grievance. Inexplicably, that grievance has still not been heard at arbitration. The plan has been in effect now for three years. If the City is found by an arbitration board to have violated the contract's terms, the damages could be very substantial. We are at a loss to understand, and received no satisfactory explanation as to why the parties have not made the resolution of this important issue a matter of high priority. Obviously each side thinks it is right and that its position will be vindicated. However, one side or the other is going to be proved wrong. It is the City that is financially exposed. If it is proved wrong, it may face an award of back pay for over 6% of payroll per year for those who were within the program.

Whatever the outcome of this dispute in the end result, the issue has been a festering sore in the relations between management and Union. It has convinced a large number of firefighters that the City just ignores what they believe to be the terms of their collective agreement. It has been an issue that has galvanized the membership behind the Union executive's militant stance. The Chief views his implementation of this plan as having been a sensible way to avoid layoffs. Virtually no firefighter sees it that way. They see it as a unilaterally imposed cut in their take home pay.

Since its implementation, the issue has been aggravated by a series of additional events. First, almost immediately after the implementation of the SLT plan, the Chief hired a new Deputy Chief from outside the Department. This person took a position that was already being filled on an acting capacity. His hiring probably involved no additional cost to the Department. However, symbolically it was aggravating to those who felt management was already too large and who were already resenting the loss of promotional opportunities. Second, while the program was ostensibly introduced to prevent layoffs, it was not reversed at all when attrition reduced the number of staff to the point where a new class of 12 recruits had to be hired in 1995 (itself the subject of controversy). Third, the SLT program was the foundation for an even more resented innovation, the 21R program. Indeed, many firefighters believe the introduction of the SLT program, presented as a humanitarian gesture to avoid layoffs, was in fact just a Trojan horse introduced as the precursor to the 21R system. Fourth, the administration of the SLT program has itself become a source of complaint. This is particularly so because it is administered by the new Battalion Chiefs, often, in the view of the vast majority of firefighters, in a punitive and highhanded way.

The original promise was that the days off firefighters would be assigned to take in lieu of their statutory holiday (or, in terms of past practice - in lieu of payment of the extra days' pay) would be a matter of employee choice wherever possible at least for eight of the twelve days. What has developed is a system where employees who ask for days off so they can plan an activity are often refused permission or at least given only conditional approval. Employee's will be called on short notice and simply told not to show up for work on an otherwise scheduled day because that is going to be an assigned statutory lieu day. In other cases, particularly involving

those in the 21R group, employees are required to report for work and are then told, once they have reported, that they are to take the day off as their statutory lieu day.

Employees who report to work get a minimum payment. However, we have difficulty with the notion that an employer can require an employee to report to work on a day and then, with no notice whatsoever, turn that day into a day off in lieu of a statutory holiday. Whether the City is right or wrong in its interpretation of the law in this respect, it is paying a huge price in loss of morale because of its stance on this issue. The almost unanimous perception of firefighters is that many Battalion Chiefs use their authority to approve, decline or assign lieu days in, at best, an arbitrary way, and at worst in a punitive and controlling way. We have heard many examples where this certainly seems to be the case. The general impression in the fire halls is that people who cross their "Batt Chief" will feel the consequences through the administration of statutory lieu days.

So why have the parties allowed this issue to remain outstanding? The City's only answer is that it is the Union's grievance so it is up to the Union to pursue it. This we find unsatisfactory, given the risk of major financial liability to the City and the impact any award would have on the departmental budget, the unquestionable impact the issue is having on morale and on employees' support for a militant union attitude to labour relations. If the City is right, it would seem sensible to us to get an arbitrator to say so as soon as possible. At the moment, a vast number of firefighters believe the City is simply ignoring their collective agreement. We comment on the Union's own failure to get this issue on for hearing below.

#### n The 21R arrangement

The 21R system is designed as a way of reducing the number of surplus employees working in the service at any given time. Its origins come from assessments done by the Auditor General's Department in the early 1990's. The theory is that savings can be obtained by assigning only the minimal number of employees to each fire hall on each shift. This, even though it is predictable (often well in advance) that there will be absences that will need to be filled due to vacations, sickness, training needs and so on.

In the past, stations had sufficient employees on each shift to accommodate an absence or two without the need to call in an extra employee. Even if an extra employee had to be called in, that employee could often travel over from another station having a surplus for the duration of the absence. However, despite the flexibility this staffing level allowed, there was still a considerable annual expenditure on overtime and call-ins. The theory of 21R was to staff all halls at the minimum possible level and to deal with absences using a pool of employees, reporting centrally to a nominal station 21R. The 21R employees would be used to fill in the vacancies that occurred on a day by day basis, at the City's 23 fire halls.

Forty individuals per platoon were scheduled to report for work as the 21R crew, including some Lieutenants, Captains and FMR (Fire Medical Responder) trained firefighters. Each day, the Battalion Chiefs assess the vacancies at the halls within their districts, and assign the available 21R employees to the day's vacancies due to vacations, sickness, training, agreed upon statutory lieu days and so on. When more employees report for work than needed, the Battalion Chiefs assign employees to go home and take their statutory lieu day. This might be for a regular station employee or for a 21R employee with statutory lieu days left to take.

Using this pool concept, the Department was smoothed out the highs and lows in employee turnout and thus in theory minimized payroll costs. However, despite its

seeming simplicity, the system has a number of deficiencies. The 21R employees have to be physically moved around. In some cases they can be told in advance to which station they should report, in which case they can be there at reporting time ready to relieve the firefighter from the earlier platoon. However, in many cases the Battalion Chiefs do not learn of the vacancy until the reporting time. Then an employee on the former shift has to be held over, on overtime pay, until the replacement 21R employee gets to the station. There is also the overhead cost of paying reporting pay to employees required to report for work only to be sent home again on SLT.

The 21R arrangement is a source of discontent amongst the firefighters. Like the statutory lieu day issue, it is an issue serving to poison the average firefighter's attitude towards departmental management and to provide support to a militant Union stance. Firefighters have a long tradition of working together as a team and of fostering that team mentality through the daily rituals of station life. They believe that their ability to work together well under pressure at an emergency springs from the knowledge and trust they build in each other through their day to day proximity. Their willingness to follow orders on the fire scene also depends in part on the hierarchy that exists within the station-based crews with the Captain as the recognized leader.

By assigning firefighters to the 21R team, the department visibly removes them from this team environment. The individual 21R employees find themselves roving from station to station, unable to develop their own place in the hierarchy of any given station and unable to develop the type of long-term relationships and understanding that most firefighters consider essential to their ability to work as an effective team.

The station captains feel that they do not know enough about these roving 21R employees in terms of their character, ability or training to rely upon them unquestioningly in an emergency. These "visitors" are not in the stations long enough for the captains to find out what equipment they know, what training they have had and what they need to learn. While we felt the description of some of this was exaggerated, our conclusion is that there is a basic truth to this complaint. The system has indeed created a second class group of firefighters who are in fact at a disadvantage particularly in terms of training. Their resentment at not having a regular place of employment to "hang their hats" is wholly understandable.

In any given station it is quite possible that on a given day the station may be staffed with several 21R members. This means the equipment may be operated by those less familiar with its use than is desirable. While this often poses no threat, the potential exists that it will.

Given the massive opposition to the 21R system amongst the rank and file members, we were surprised by the extent to which those in managerial positions also viewed this as an inefficient or unnecessary system, or at least a system whose time had passed. Several suggested what seems obvious to us: that an equally efficient assignment system could be designed while still giving employees a home station to which they could report. Everyone recognizes the need to reassign employees on occasion. There are a number of mechanisms that could help do this efficiently. Other multi-shift institutions, like hospitals, have developed sophisticated computer scheduling programs. Some of the training needs might be met by having a roving pumper crew that could be assigned to take over a station's responsibilities while employees in the station were assigned to special training.

This leads us to question why this system is still used. We believe it is viewed by some in management as a way of justifying the argument that Battalion Chiefs need to be and indeed are "managerial employees" because they manage the 21R system. There is also the belief that, to bring change to the department, it is necessary to break up the station and team-based allegiances. Then there is the

view that, by exercising direct control over a significant number of employees in this way, and by thus reducing the relative influence of the Captain (who is within the Union), management can reassert control over the operations of the department.

We see this as an example of where the state of labour relations and the control management assumptions are driving the department in a counter-productive way. Whether or not Battalion Chiefs are, or need to be, managerial should not depend upon their spending the amount of time they currently spend dealing with scheduling. We see having three people on each shift, each paid over \$70,000 per year, spending any significant time handling reporting and scheduling questions as a waste of money and talent. In addition, the manner in which this administration is being carried out, as with the allocation of statutory lieu days, is viewed almost unanimously by firefighters as more arbitrary and controlling than necessary. We heard too many convincing accounts of assignments motivated more by a need to assert authority than by common sense.

## Planning, vision and performance criteria

We expected to find, within a department of this size, in which so much is said about the importance of management skills, a fairly sophisticated long range business plan. We found no such planning process. Until recently, the department had no mission or vision statement. It still has no set of agreed upon goals or objectives and it has set no criteria against which to judge its own performance. Most managers felt a business plan would be a valuable addition, however, none has been introduced. Up until 1994, the department issued an annual report, but has not done so since, not even an internal review of the year's achievements.

We heard a variety of reasons why these things were so. We heard that things were too busy for this type of planning, or that issues and priorities changed too fast. We heard that several processes had been introduced, but had fallen by the wayside. We were told that the department has arranged a management consulting firm to assist with a new planning process. We also heard that this was just a symptom of the type of micro management that has typified the department's senior administration. We heard descriptions of what might be described as "flavour of the month" management with projects coming into or falling out of favour without clear direction or continuity. Managers also, seem to rise or fall in favour depending on their support for, or their expressed opposition to, certain ideas. We did not get the sense that the upper echelons of the department encouraged dissenting views.

We are not the only ones to see the need for better management practices. The City's Auditor General recommended in 1995:

### 1.4 That ERD Management Review and Revise its Communication Practices and Decision Making Process.

We note that in its reply to Council, the department accepted this recommendation, but only addressed the communication issue, ignoring the point about its decision-making processes entirely.

There are managers within the department clearly capable of such a planning process and even anxious to see it happen. However, they have not been given the scope to do what they think needs doing. Indeed, we saw too many signs that some of the managers with the skill and ideas to move the department forward are looking

for other opportunities. One of the most respected deputies has just found a position elsewhere. The department is in danger of losing some of its better people due to frustration.

The City of Calgary Fire Department has a clear and concise business plan that incorporates all the usual planning and performance checking tools. It has obviously been a core part of their management processes for some time. It sets out goals and strategies, descriptions of core and support functions, initiatives, an environmental scan, key performance measures, budget information along with financial and human resource plans. It is in easily understood language. Reviewing Calgary's plan simply reassured us that there is nothing so unique about this type of department to preclude the customary planning tools.

An important function of a formal planning process is to keep the organization focused on its mission and its core functions. During our review the department published new mission and vision statements as part of a document called "1997 and Beyond." This pamphlet was given to each employee with their pay cheque. These statements read:

*(The Vision describes the desired future towards which ERD aspires and strives.)*

#### **Our Vision**

A leader in establishing a safe and healthy environment through active community and regional partnerships.

*(The Mission describes the mandate of ERD and the means by which we will achieve our vision)*

#### **Our Mission**

To provide effective public safety, health, and emergency services while continually improving community wellness through education and preventative programs.

These statements reflect the direction set out in the 1996 paper "Proposal for an Integrated Service Delivery Model" that we discussed below. In that paper this future was expressed in the following way:

Under the traditional reactive approach to emergency response, prevention and education programs are viewed as added extras, things that are done in our spare time, and things that sometimes detract from our real purpose which is emergency response. The challenge in designing a new service delivery model is to break out of the traditional paradigm and to develop a model which promotes prevention and education as the primary focus with a secondary emphasis on emergency response.

Several ideas were discussed with us that involved this "new paradigm". However, while the ideas themselves seemed plausible enough for the future, the planning behind the ideas seemed sparse at best. There seemed to be too little attention to exactly who would do what, at what cost, and for what benefit. There seemed to be a lack of any common understanding of these new directions amongst the many managers we spoke with, which itself speaks of insufficient planning having been done.

Our view is that management is currently too inclined to veer off into the uncharted waters of the future without sufficiently evaluating its mandate from Council, its current performance obligations or its available resources. Lacking a solid planning or evaluation process, ideas get championed before they have been

properly evaluated and before they have gained a sufficient measure of acceptance, either internally or externally. Other decisions get distorted, or priorities rearranged as a result, which may not be appropriate. We review two examples that illustrate this concern.

n      A fire training school

The Chief believes that Edmonton is well placed to develop a training school that will train not only Edmonton's fire and ambulance personnel, but that will also attract fee-paying registrants from other municipalities because of the quality of training Edmonton will be able to offer.

However, there is already a Fire Training School at Vermilion that offers some of the same services. NAIT has developed and currently offers the EMT and Paramedic training programs. It is by no means clear to us that Edmonton has yet developed a superior training regimen, or a reputation in that regard. We found little satisfactory explanation as to why Edmonton could or should attempt to compete with the existing institutions and devote scarce resources to developing and offering training programs beyond Edmonton's immediate needs. Nor did we receive any adequate explanation as to why Edmonton should not patronize the institutions in the Province that have already developed this expertise.

However, the department's enthusiasm for moving the employees at the fire maintenance garage and the ambulance garage into the City's MES (Mechanical Equipment Shops) does seem closely tied to the view that this will free up valuable land in the Rosedale area which might either fund, or provide premises for, the new school.

At present, the Fire Department has its own maintenance shop and crew who maintain all the fire department's vehicles and equipment. All this equipment is highly specialized. The crew maintains 24 hour coverage through a standby call-out system. The department also has a small three person garage that maintains the entire ambulance fleet along with the equipment.

The fire garage employees are all within the firefighter's bargaining unit. They have been told recently that they will be merged into the City's Mechanical Equipment Shops. The impact on these people individually will be significant because it will mean they will move from the Firefighter's Union into another civic union, but, more significantly, they will lose their supplementary pension coverage and instead go solely under the Local Authorities Plan, which is less advantageous.

The consequence of this move, from the City's point of view, is that these persons will no longer be bound by the prohibition on strike and lockout that applies to firefighters. If CUPE 30 decides to strike, the specialized mechanics who keep the fire equipment in good repair will be gone. No clear business case for dismantling these two small specialist shops, which appear to work very efficiently, was shown to us. Several managers, however, confirmed the hoped for tie-in to a new fire school facility.

n      The Inter-Hospital Transfer Service

For a long time, Edmonton ambulances have provided the advanced life support vehicles and crews needed to transfer high risk patients between hospitals. Two years ago the department decided to bid on the contract, offered by the Capital

Region Health Authority, for the provision of all inter-hospital transfers. The City acquired a fleet of ambulances and transfer vehicles and hired staff to fulfill the terms of this contract.

CUPE 3197 encouraged the City to go after this contract, and negotiated an addendum to the collective agreement, at rates and conditions substantially below the rates paid for ambulance employees. Some of the relief EMTs work as transfer employees when there is insufficient work for them on the regular life support ambulances. Part of the agreement provided that

The City's intention is to sufficiently staff the Transfer Division so life support is not impeded from progressing toward achieving the Council mandated response coverage. [which is a 90% ambulance response in less than seven minutes].

Regular life support ambulances do transfer patients regularly. ALS ambulances always transport critical care patients (aside from the transfer contract). BLS ambulances transfer patients in off-hours or when transfer vehicles are unavailable.

Whether engaging in the inter-hospital transfer business is a good thing or not is something we are not equipped to say. Probably it will depend on the negotiations for the next contract once the initial two years expire. This is not one of the department's core functions, it is an add on only justified if it makes good business sense. If it is properly planned, it is to the advantage of the department and to its employees. If not, it can commit the City to capital costs and an administrative overhead (extra management and administrative resources) that are not easy to recover or reduce even if the contractual arrangement ends.

## Communications issues

One of the weakest aspects of the department's management we found to be its communications. We say this with some hesitation, because communication is closely tied to planning, and it may be that the weakness in communication is a direct result of a lack of planning. Normally the way a management communicates its vision, its plans and its performance attainments is by using a planning document that acts as the guideline for the organization's activities over time. This department lacks such an established planning process.

It may also be that limited communication has been adopted as a deliberate strategy. We saw indications of the department deliberately trying to bring in change that, it felt, would attract too much opposition if disclosed frankly and openly at the outset. The history of the last five years, suggests that management adopted the course of not communicating what it felt would be received as bad news. It proceeded to introduce issues on an incremental basis, making gradual changes designed to steer the department towards what management saw as appropriate, but without either internal planning documents or external communications about where things were going. In Chief Sherburne's 1993 paper he alluded favourably to this strategy, again quoting others:

"There are too many ironies, polarities, dichotomies, dualities, ambivalences, paradoxes, confusions, and messes for any organization to understand and deal with." Because of this and the following reasons "Public relations has become bigger business than business itself ... credibility is at a premium these days. Leaders are being scrutinized as

never before.” “... and powerful people must move with the caution of alley cats negotiating mine fields.” Further, “valid, important and constructive ideas have fallen prey to disclosure and criticism.”

We do not believe disclosing ones direction just opens one up for failure. Quite the contrary, it is essential to success. This secretive approach has had disastrous consequences for labour relations within the department. Change has come in any event. However, instead of employees seeing this as an affirmation of the path management told them they would follow, they view it as a series of surreptitious moves. They see many of the events that have unfolded as assaults on their collective agreement, surreptitiously imposed. They view management’s conduct as dishonest (in that it contradicts what they believed they were told), unplanned and in many cases unwise.

This is particularly true in the area of the increasing integration of the fire and ambulance services where employees and the public at large were told that the initial integration was to be an administrative integration only, maintaining two distinct service units.

Our observations on this topic are reinforced by an insightful consultant’s report prepared for the department by Marcomm Communications Ltd. in 1995. We quote a number of conclusions, taken from their executive summary. These were well documented in their full report and coincided to a high degree with our own. They said:

Employees of the department characterize the atmosphere within the ERD at present as one of anxiety, uncertainty, mistrust, and to some degree fear -- all of which conspire to limit effective communications. The reasons these conditions can be brought on can be grouped into several categories: the amalgamation of fire and Ambulance to create the emergency response department; budgetary restraints; lack of a clearly understood vision and mission for the department; a traditionally poor relationship between management and unions (particularly the Fire Fighters’ Union); and the para military nature of the department.

With employees concerned regarding job security and without a clear understanding of the department’s future, they accord little credibility to formal communications from senior management, which is often seen as inconsistent and contradictory.

They went on to make series of recommendations, including the following:

[Marcomm] suggests four priorities for communications at the ERD:

- Re-organize and staff the Community Relations Section -- including the creation of one new position (Internal Communications Officer) to address employee communications as a priority.
- Communicate a clear vision and direction for the department
- Establish and maintain more communication channels to/from staff
- Establish an identity for the department among citizens of Edmonton.

Marcomm also recommends five communications strategies for the department’s consideration:

- Demonstrate a commitment to communicate
- Be consistent

- Link all communications to the organization's vision and objectives
- Communicate pride
- Communicate the common interests of ERD staff and management

Marcomm also suggested short term communications objectives along with evaluation criteria. It gave the department a good example of goals, set out with clarity, performance measures and suitable time frames. This could and should have been used as a model for a broader planning process. The recommendations were sound in themselves. Little was initially done, that we have been able to find, to implement these recommendations in any meaningful way. This, despite the closing words of the report:

...it is critical for the department to complete the development of its Vision statement together with a set of long-range goals and objectives, in order to communications to be able to effectively address one of the greatest communications priorities identified by ERD staff -- a sense of vision and direction for the department.

After our review was established, the department management moved to issue a document that purports to be a start on this process. Called "1997 and Beyond", it announces that "Like a street-map, it gives the directions not only for the provision of our core services but also how we as a department will respond to the challenges of our changing environment." This document is little more than a poorly strung together collection of popular management buzzwords containing virtually no information of any use whatsoever to the average employee or manager. It is a parody of what such a document ought to be. Most firefighters and ambulance employees greeted its arrival with derision. Most suspected, as do we, that it was a hastily drawn effort to respond to the fact that an external review had been ordered. That the management team would authorize the release of such a document shows a lack of judgment, a disrespect for the intelligence of the average departmental employee or a naiveté about what planning and communication is really about. We have already quoted the mission and vision statements.

The "Strategic Focus Area Goal Statements" were as follows:

### **1. Partnerships**

- To establish partnership principles/parameters upon which partnerships are based
- To develop a needs analysis where partnerships would be mutually beneficial
- To identify potential partners in each of those areas
- To establish a performance system of partnerships

### **2. Communications**

#### **Internal**

- To develop an internal communication strategy that addresses both the quality and quantity of information available to all employees

#### **External**

- To develop an external communication strategy that addresses both the quality and quantity of information available to
  - other departments

- .the public
- .our partners
- .other stakeholders

### **3. Staff Development**

- .To develop an integrated employee development strategy and an implementation plan

### **4. Transition**

- .To identify and establish strategies that will:
  - .reduce frequency and severity of all emergencies
  - .prepare the City of Edmonton to effectively meet the challenge when emergencies do occur

### **5. Quality Improvement**

- .To establish processes that address continuous improvement and monitoring of the quality of services delivered externally and within the Department

### **6. Strategy Planning & Management**

- .To refine, integrate and implement the existing strategic planning process throughout all levels of the organization

Some in management have said “well, we tried to communicate but the Union objected, picketed our meetings or ridiculed our newsletters.” Others in management concede that collectively they have made little effort to communicate with employees. In our view, in the communications arena management has simply abdicated its responsibility to tell employees where it is going, what is expected of them and how, with diligence, their careers might unfold. Instead, employees rely on the grapevine, resenting with every rumour, truthful or not, the fact that their employer by and large keeps them in the dark about the plans that are unfolding. Despite this criticism, the Firefighter’s Union position can only be described as extreme. It has advanced the view that management can only communicate with employees through the Union’s officers. This is a view unsupported in law. Management is obliged not to undermine the Union and to respect its proper role as certified bargaining agent. It cannot negotiate terms and conditions with employees, either directly or indirectly. Beyond those restrictions, management is entitled to communicate with its work force and it is hard to envision a modern day productive work force where management did not do so.

We heard a great deal about picketed meetings. The Union invited the Chief to a Union meeting. He declined to go. The Chief then organized his own information meetings and in some people’s view imposed restrictions on what could be asked. The Union told its members not to go and picketed the meeting halls when the meetings were scheduled. We heard much argument about who refused to speak when, what restrictions were placed on questions and so on. We do not condone the Union’s conduct on this issue, but the Chief’s conduct also seemed overly concerned with controlling what happened in the meeting process. These incidents do seem to have been an unsavoury “test of wills”. However, that was four

years ago. These incidents have become legends, and too easy an answer to why further efforts at communication would have been fruitless.

The Union's refusal to attend labour management meetings has eliminated one valuable avenue for communication. The Union's extremely narrow view of what the employer can say to employees also stands in sharp contrast to the Union's own extremely liberal view of its freedom to voice its concerns about management in accusatory and flamboyant language without any restraint. On the question of communication we find neither the Firefighter's Union position nor the management position attractive. We will comment further on this later.

We saw several examples of poor communications during the short time we conducted our review. We have already mentioned, for example, the Chief's announcement to ambulance employees, in small groups, that the department was going to adopt a dual role cross-trained approach and that they could sign-up to become firefighters. This evidence alone went a long way to explain some of the problems of the past. The department has not told employees clearly where it is going. The most common answers to our questions about this, from those in management positions, was "because we do not know ourselves" or "because we were worried if we told employees the Unions would oppose us."

The approved vehicle for employee to management communication is via the totally misnamed "speedy memo" sent up the chain of command through the Battalion Chiefs. We saw dozens of examples of such memos that received inadequate or dismissive replies. We heard of many cases where employees received no reply at all to what they at least viewed as important questions. We were told often that the Chief has an open door policy, but we found that in reality, the managerial hierarchy discouraged, sometimes to the point of threatening discipline, any communication except through the rank based chain of command.

We were particularly struck by the failure of senior officers (the Chief and Deputy Chiefs) to visit with employees in the workplace. In 1995 there was a concerted effort to have one senior officer visit each platoon each year, but this quite minimal objective failed in 1996. Station visits are so rare that very few firefighters view them as a means of communication with upper management. This is far less of a problem amongst ambulance employees, although they feel few ambulance managers are left in positions of authority in respect of the ambulance service.

It is a real concern that a significant percentage of the management team themselves believe the department has failed to communicate a clear vision, even within the confines of management. The most frequently accepted view is that the only people who, at any given time, know where the department is going are the Chief and a few of the people around him who have influence at that time, or on that issue. There is a generally held view that the Chief lacks tolerance for those who disagree with his directions or who fail to support the initiatives he espouses. We note in passing, however, that the view held by some employees that all those who go to management end up thinking the same is grossly unfair to many of the individuals we spoke with. While their views might well not accord with those of the Unions, there is considerable commitment, talent and diversity of view within the management ranks. It is unfortunate that the overall style of management has taken insufficient advantage of that diversity.

## The recruit class of 1996

An illustration of poor communication arose in respect of the 1996 recruit class. A call went out for applicants. The City has a diversity policy that favours trying to alleviate imbalances in gender and visible minority hiring. Following the 1992 hiring experience, which did not yield diversity, the department began a process of re-evaluating its testing procedures.

In 1996 the various testing processes, modified from that used before, (although there had been no consistent standard) yielded a list of persons eligible for hire. From this group the department hired 12 persons, all women or visible minorities. The City maintained that, in so doing, it was meeting its obligation under law and fulfilling its own policy to move towards equality.

Why we raise the issue here is not to criticize the decision, the objective, or the quality of the recruits thus hired. Instead it is because this whole exercise was a communications nightmare, internally and externally.

The decision to hire in this way, predictably, would be “a tough sell.” It is exactly the type of decision that needs clear, bold and determined leadership, where the responsible manager has to say “this is the way it is going to be”. Far from being clear, the department’s position kept changing. First, there was to be no ranking within the eligible group, then despite earlier denials, it was disclosed that ranking had indeed occurred. This is a particularly sensitive subject for firefighters, all of whom take pride in having been hired on a “best of the class” basis.

Then there was a dispute about if and how the testing procedures had been changed. Added to this was a further dispute about whether certain people had been allowed a second chance. The department’s communications throughout were very poorly handled. What is quite clear is that, at the outset, the City gave little indication to those applicants who were not women or from visible minorities, that their chances of being hired were other than on an open competition basis. Some unsuccessful applicants asked, at the end of the process, why they had been put to a lot of time, expense and ultimately disappointment, if the objective was to hire only specified classes of successful candidate. One result is that the department is now embroiled in a human rights complaint, faced with some of its own inconsistent statements. This is yet one more piece of avoidable litigation that will further drain departmental resources.

## The role of City Council

In most instances, labour relations are best played out between trade union representatives and management representatives. They each have roles to play and options they can exercise. For many years, the Firefighters Union has found it in their best interests to be politically active in civic affairs, supporting some candidates with both funds and workers. This has even been formalized on occasion into a 10 + 10 program with employees specifically being asked to donate hours and money to favoured candidates. To some extent, all trade unions attempt to influence elections and support sympathetic candidates. Business interests do the same thing, often with considerably more resources. However, as with business supporters, there are proprieties to be exercised and cautions to be voiced when

those officials, once elected, come to deal with the trade unions that supported them.

There is the danger that, if pipelines to council or the mayor's office are particularly strong, the Union will simply by-pass management and deal directly at the political level on any issue where it can generate a favourable reaction. This inevitably undermines both the management of the department and the working relationship between labour and management. If the indirect path to decision making gets trodden too often, the normal path falls into disuse. If management is undermined too frequently, it may become resentful. Not every manager takes going over his or her head with a good grace.

There is a danger of management decisions being made without sufficient information. Council is not the best forum for getting the necessary information on the table. Nonetheless, directions given under political heat still have lasting consequences.

Political involvement sometimes backfires. It is no more satisfactory to have a poor decision imposed because a Union has become a political foe than to have a poor decision made because a Union is too supportive. If a Union decides to take on a political leader it runs the danger that those in administration will see it as advantageous for them to oppose the Union when administrative decisions come to be made.

Our recommendation is that Council act cautiously and sparingly in labour management matters. Far better is that Council, or its City Manager, depending on the issue, give clear direction as to its policy approach and expectations, and then hold management responsible for achieving the result, dealing with labour as appropriate and necessary. To fail to set expectations or monitor performance would be an abdication of political responsibility. However, a steady intervention undermines those expectations and the persons charged with meeting them.

We sense all of these things have gone on in Edmonton over the last 25 years. Political involvement and seeking political solutions to labour relations issues have become part of firefighter folklore. Successive Councils share much of the responsibility for the fact that the Firefighters Union prefers to fight many of its battles in the public arena rather than through the normal labour management processes. The decision, in the mid-80's, to reverse the arbitration award over seniority gives the most obvious example of this.

It is not lost on us that this review, also, might be seen by some as a product of that process. That is a danger. It would be a mistake for anyone to see our recommendations as a suggestion that this type of process is a good way to manage the department. It is a poor substitute for effective management, working with labour using healthy labour relations processes. It is to those processes that we now turn our attention.

## Labour relations questions

In the next sections, we turn to the labour relations between the parties. We begin by describing the framework, and then turn to why the normal processes have fallen into disuse. After that, we review three earlier interventions, followed by some

more specific topics, Again, issues that illustrate the points are included as appropriate.

## The labour relations framework

In this section we will describe the laws that govern labour relations for those who work in the Emergency Response Department. They set the framework in which the department must operate. The laws for firefighters are significantly different from the laws that govern ambulance employees. There has been a great deal of legal jousting within this legal framework, so it is an important introduction to the events we describe in more detail below.

Alberta's Labour Relations Code gives employees the right to join trade unions, to seek certification, and thereafter to bargain collectively. The firefighters have engaged in collective bargaining this way almost since the department was formed.

The ambulance employees formed their own union during the early days of the Edmonton Ambulance Authority. In 1987 the Ambulance Employees' Union became Local 3197 of the Canadian Union of Public Employees. When employees are moved from one employer to another (as from the Authority to the City), the law provides that union bargaining rights apply to the new employer. CUPE 3197 therefore continued to represent those employees following the move we described above.

The laws give to the union chosen by employees the right to collectively bargain with their employer. This means the right (and parallel obligation) to meet and try to come to agreement about what the terms and conditions of employment for employees within the bargaining unit ought to be. Once agreement on this question is reached, those terms are incorporated in a collective agreement which will govern the parties for a set period. While the parties are free to pick the length of their collective agreement (or labour contract), it must have a fixed term. At the end of that term, labour and management meet again, negotiate and try to arrive at a new contract. In many bargaining relationships this is a relatively routine process that parties use to settle their differences about how wages and working conditions should change. The bargaining process provides a focused approach to getting differences ironed out. Once the agreement is settled, the parties abide by the contract's terms until the next time for bargaining.

What happens if the parties, by collective bargaining, cannot agree upon the new terms and conditions? This is an area where the laws governing firefighters are different from those governing other employees, particularly ambulance employees. Presumably because firefighting is seen as an essential service, Alberta's laws have always prohibited strikes and lockouts involving firefighters (plus police and hospital workers). Instead, the law imposes a system of mandatory interest arbitration. If a dispute cannot be resolved through bargaining, either the Firefighters' Union or the City can call for an arbitration board to be established to hear the differences outstanding and to give a final and binding ruling on what will be the new contract. An arbitration award, once given, creates a new collective agreement just as binding as if labour and management had negotiated and signed the contract themselves.

Ambulance employees are not treated as a special case or an essential service under the Labour Relations Code. If a union representing ambulance employees and their employer cannot reach agreement at the bargaining table, then their options to resolve the impasse and get to a contract are to strike or lockout. In this

respect they are in the same position as most private sector and municipal employees. The threat of strike or lockout action, and sometimes its actuality, creates economic and political pressures that almost invariably result in a new collective agreement.

Although all collective agreements must have a fixed term, the agreements do not end on that date. Instead, they are continued, in the case of firefighter agreements, until a new agreement is reached or until an arbitration award is given, or in the case of ordinary employees (including ambulance employees) until a strike or lockout occurs. If one side or the other wants to change terms or conditions of employment from those set out in the collective agreement, they must press on to negotiate an agreement, to a strike or lockout, or to arbitration. If they do not, the status quo continues. This is particularly significant in respect of the Firefighters Union's negotiations.

The Labour Relations Code, in general, grants collective bargaining rights to "employees". It defines employees to exclude people employed in a managerial capacity. So, a union certified to represent a unit of employees (a bargaining unit is just a defined group of employees) has the right to negotiate only for non-managerial employees. For a long time, this was not the case for firefighters. The section of the Labour Relations Code that excluded managerial employees from collective bargaining read " 'employee' ...does not include...a person **other than a firefighter** who, in the opinion of the Board, exercises managerial functions..." This was partly because, as para-military organizations with a rank structure, they lacked the usual employee - management distinctions. It was also because, since all employees, whether senior or not, were covered by the no-strike or lockout rules, they were all covered by the same substitute arbitration system. In each case, for many years the only firefighters excluded from the bargaining units were the Chief and the Deputy Chief or, more recently Deputy Chiefs (plural). For many years, the City of Edmonton fire department sought a change to this law. In 1995 the Province passed a law expanding the managerial exclusion for firefighters and deleting the words "other than a firefighter" from the employee definition. This description is adequate to put the question of managerial exclusions in context. It is sufficient to note, for now, that the firefighters' rule was different from that governing ambulance employees. We will return later to the changes that have occurred in respect to this issue in relation to firefighters. It is at the heart of one of the major issues that has bedeviled the department for the last decade.

One way the Labour Relations Code ensures that firefighters are always subject to compulsory arbitration and the no-strike no-lockout rule is to say, specifically, that

*Section 33(2)* Certifications for firefighters shall be granted on the basis that all firefighters of an employer who hold ranks lower than that of deputy chief shall be included in one bargaining unit.

It then goes on, in Division 16, to set up a mandatory system of no-strike no-lockout bargaining with compulsory interest arbitration to settle unresolved disputes and to make that whole division applicable to:

*Section 94(2)(a)* ... firefighters and municipalities to the extent that they bargain collectively with firefighters;

The definition of a firefighter includes firefighters who do ambulance work, but does not include ambulance employees who do not do firefighting.

The Labour Relations Code recognizes that workplaces are not static places. Sometimes, the structure of a workplace will change so that what were once appropriate and separate bargaining units will no longer be appropriate, and may need to be merged or modified. The Labour Relations Board generally has the

power to modify certified bargaining units, to vary somewhat which unions get to represent which employees, and to ensure that the collective bargaining relationships remain functional given the current structure of the workplace. However, its powers in this area, and the factors it must consider, become more complex when faced with statutory sections that say all firefighters must be in one bargaining unit, and where there are different rules about the right to strike and compulsory arbitration for two groups that otherwise might be merged. Again, we will return to this question later, because it is central to the questions concerning the ability to merge and desirability of merging the fire and ambulance services.

The Labour Relations Code sets up the framework of labour relations and defines the roles and responsibilities of employers and trade unions in their dealings with each other. These rules, in a general sense, are designed to prevent parties undermining the bargaining process and the employees' right to be represented by a trade union. This is achieved by a series of legislated rules of conduct called unfair labour practices. When a party claims these rules have been violated it can file a complaint with the Labour Relations Board. The Board will attempt to help the parties settle the difficulty, or adjudicate the matter if it cannot be settled. In the past few years the Firefighters Union and the City of Edmonton have spent a great deal of time and energy dealing with such complaints, which we describe below. The Labour Relations Board's authority to rule on unfair labour practices is designed to ensure that roles and responsibilities in the overall collective bargaining process are respected. It is not designed to resolve every dispute that arises in a workplace about terms and conditions of employment. That is the function of a different process called grievance arbitration.

Every collective agreement, by law, must contain a provision for the final and binding resolution of disputes about the provisions of a collective agreement. This is almost always by a grievance procedure followed by binding arbitration. This is not the compulsory "interest arbitration" process that settles what the collective agreement terms will be. It is a "rights arbitration" process to rule upon unresolved disputes about what the agreement in place means or whether it has been breached.

Arbitrations such as this can deal with whether discipline or discharge was appropriate, with the interpretation of the collective agreement's terms and so on. It is meant to be a process that gets such disputes resolved with relative efficiency where they cannot be settled by discussion and compromise. It is a substitute for strike or lockout action to resolve such disputes, and for court action (both of which are prohibited). We will return, in respect to both ambulance and fire issues, to the health of the parties' grievance resolution and arbitration processes. In both areas there is an unhealthy backlog of unresolved grievances that is cause for serious concern, not just because of the volume but because of the length of time many matters have remained unresolved, because of the attitude of labour and management to the appropriate way to deal with such issues, and because of the stockpiling and score-keeping that seems to be developing over grievance issues.

## The failure to use normal labour relations processes

Our comments under this heading are almost entirely directed at the relationship between the Firefighters Union and the department. The CUPE 3197 relationship has been a very active one, with lots of issues to solve. However, most of them

have been solved with the framework of labour relations processes as we described them in the previous section.

The relationship between the Firefighters Union and the Emergency Response Department is in terrible shape in large measure because of the abandonment, by both sides, of the usual tools of labour relations. Their bargaining, the grievance and arbitration processes, and their labour management meetings have all ground to a virtual halt. It is a system that has become constipated. Each side has lots of reasons why the other side is to blame for this state of affairs. The reality is both sides are to blame, and doing nothing has served the short-term interests of both the union and management. Both have totally lost sight of their long term interests in the process. We do acknowledge that, despite this, much day-to-day business still gets done, largely due to some of the one-on-one personal relationships between individual managers and union executive members.

### The labour management committee

We will begin with the labour management committee process. In the last collective agreement the parties committed to each other that they would hold labour management meetings.

Article 19.01 provides:

The parties agree that there shall be a Joint Union Management Committee established for purposes of facilitating discussions concerning matters of mutual concern. The Committee shall consist of up to five (5) representatives from the Union and up to five (5) representatives from the City and shall meet upon the request of either party, but shall not meet more often than once every month, unless some urgent matter shall arise. At least five (5) days prior to any meetings of the Committee, each party shall deliver to the other party a notice of the matters to be discussed at the said meeting.

The monthly meeting process broke off in 1990 and again in May of 1993 and despite some efforts at revival, has not really functioned since. The Union is the party that refuses to meet. It cites a number of reasons. First, the City refuses to provide time off work for Union officers to attend labour/management meetings. Second, the City refused to schedule more than half a day for each meeting, management saying the Chief had other things to do and the Union saying they needed the Chief there. Third, the Union complains that management had ceased to engage in discussion, just using the meetings as a "bulletin board" for what was going to happen.

Fourth, the Union insists on taping the meetings (subject to some off-the-record time outs) and management refuses to agree to this. The Union maintains it needed to tape proceedings because it says in the past, management has denied that certain things were said when in fact they were. There have also been disputes and hard feelings about the uses and abuses of these tapes, with them being played or quoted before Council, the press, in the fire halls and so on.

A couple of years ago the Union attended a meeting (as a "freebie") and urged the Chief to reverse his position on paying for the time taken to attend the meetings, as is done with other committees. The time off with pay request relates solely to those executive members scheduled to work during the meeting time. Many other collective agreements have a time off for Union business clause. This one does

not, only, in the Union's view, because until the last few years it has never been needed.

Management still regularly calls labour management meetings, but the Union does not attend. It has become a paper ritual. On this question we find both the Union and Management are being bull-headed. There is a contractual commitment to meet. The cost of attending is minuscule compared to the value of the issues that need discussing, from either side's perspective. There is no right or wrong on this issue. The Union can seek to negotiate a clause in the next agreement. In the meantime, it is imperative the meetings resume. The contract, freely negotiated, requires that the parties shall meet.

The question of taping is more difficult. Generally, we believe such meetings should be as open and informal as possible. Taping the proceedings adds formality and a need for caution. This is generally counter-productive to an open and frank exchange of views. However, the parties have bargained a legal consequence to what occurs at these meetings which requires some precision about what takes place.

19.02 The City agrees that, prior to changing any existing or introducing any new policy, practice or procedure with respect to conditions of work, the City will first discuss the same with the Union at a meeting of the Joint Union Management Committee.

We cannot help suspecting that the Union's refusal to meet and the City's ritualistic giving of meeting notices are each to preserve their rights to protest or protect new or changed policies under this clause. It is hard to imagine any arbitrator or Court ruling that the City could not change a policy it asked to discuss at a meeting the Union chose to boycott.

The City and the Union need to work this issue out now. Efforts towards this were made during the Alberta Labour process we describe below. The stubbornness displayed by both sides does neither of them credit. Our suggestion is that the Union absorb its own costs and that management accept taping, but both issues are really inconsequential when compared to the need to resume regular and open discussion.

## Collective bargaining

The last signed collective agreement expired on December 30, 1990. The parties negotiated towards a new agreement in 1991 and 1992, but without success. Chief Sherburne was appointed Chief in 1991 and fairly quickly thereafter difficulties arose with the Union that further compounded the collective bargaining difficulties.

In 1992, the City and the Union agreed on a facilitation process using Law Dean Tim Christian, which we describe in some detail below. He was able to help the parties resolve several issues. For those they could not resolve, the parties agreed Dean Christian should act as an interest arbitrator and issue a binding award. He did so, issuing his award on January 22, 1993. However one major issue remained outstanding. It concerned the supplementary pension plan.

In his award, Dean Christian set out certain principles upon which the costs of funding this supplementary plan should be based. The plan has a fund of money. There was, before Dean Christian's award, a concern that the money in the fund

might be insufficient to pay the pension liabilities that were outstanding. There was an agreement in place about how, and to what extent, the City would top up the fund to bring it to a level where, according to appropriate actuarial calculations, it would cover all the liabilities. There was then a change in the method of calculating the pension payments from the fund, due either to a change in the statutory plan this plan supplements or to Dean Christian's award (the wording of which had actually been negotiated between the parties). By changing what would be paid out, the award changed how much would be needed in the fund to meet this increased liability (called a change in actuarial assumptions). A dispute then arose about whether the City should be funding the shortfall in the fund (under the old agreement's terms) or whether the parties should share this cost jointly (under the new terms).

This is only the briefest summary of what is no doubt, a complex dispute. What is significant here is that, in his arbitration award, Dean Christian directed that the new pension principles:

“... shall be incorporated into the Pension Plan Agreement by April 10, 1993. If agreement is not reached by this date, then the matter shall be referred to the Arbitrator to resolve. Any resolution or award which is provided must be consistent with the above noted principles.”

The dispute was indeed referred to Dean Christian, and over the next year or two the parties held about 15 days of hearings about how this supplementary pension issue ought to be resolved.

All the evidence has been heard by the arbitrator, and transcribed. However, neither the City nor the Union has sought to have the arbitrator reconvene the hearing so the issues can be argued. Thus, four years later, the issue remains outstanding. New actuarial reports have since been received that may ease the funding shortfall and both sides believe settlement might be possible, but this has yet to be done.

What is unfortunate and wholly avoidable is that this issue has become an excuse for not engaging in any collective bargaining. This pension issue remains an unresolved "final piece of the puzzle" to the collective agreement, the term of which ran from December 30, 1990 to December 25, 1993. The parties have written up and have been operating under the rest of that agreement ever since Dean Christian's arbitration award of January, 1993. As we explained above, such agreements do not expire, they continue until a new agreement is negotiated or arbitrated.

It is the Edmonton Firefighters Union's position that they do not wish to begin new negotiations, and in their view cannot begin or be compelled to begin new negotiations, while the pension issue remains outstanding. While the City has written several times seeking negotiations, it has taken no formal steps to get negotiations moving. We understand why the firefighters might be reluctant to enter new negotiations. There is little money going around for increases. The City is seeking (or more frequently just implementing) changes to working conditions. There is little to win in negotiations right now and a fair bit to lose. We cannot understand why the City accepts this position. The Chief has described a large number of changes he seeks to achieve to the working conditions for firefighters. For example, he says he wants a part-time employee option, less reliance on seniority, clarification of the SLT situation and other changes to meet funding problems. The way to try to achieve those changes (in the ordinary course of labour relations) is to open up bargaining, meet with the Union and bargain collectively, try to find agreement and compromises and failing that, proceed to arbitration.

Instead, it appears to us the Department has fastened onto the Union's excuse for not wanting to begin negotiations and decided instead to introduce those changes it wants unilaterally, without discussion with or agreement from the Union. In some cases, in doing this it is running the risk that its actions may be in violation of the current collective agreement (that is the 90-93 agreement which still continues).

Thus, this unresolved pension issue has been allowed to break the usual chain of collective bargaining. In the ordinary course of things the parties would have negotiated in 1993 and early 1994 for a new two or three year agreement and would again be negotiating in 1996 and early 1997 for a new agreement to replace that one. The City could have taken steps to overcome the Union's stated position that negotiations had to await resolution of the pension issue. It could have pressed to have final argument on that case heard and the matter cleared up that way. Alternatively, it could have applied to the Labour Relations Board for a declaration as to the terms of the 1990-93 agreement and for an order directing that bargaining begin in response to a notice from the City. It did neither, it too preferring to accept the status quo.

We think the decisions by both the Firefighters Union and the City to let the status quo go on, and to abandon all efforts at collective bargaining, has damaged their labour management relationship. We find serious fault with both the Union and Management for this decision (or more precisely this indecision and willingness to let things drift).

Collective bargaining (backed up, in this case, by mandatory interest arbitration) is a process that does two things:

It recognizes the right of the employees to select a bargaining agent and through that bargaining agent to try to negotiate their terms and conditions of employment.

It provides a way of getting outstanding differences (about what terms and conditions should be) settled, rather than leaving them ambiguous.

Rather than use this process, the Firefighters Union executive and the Emergency Response Department management have each chosen to conduct their disputes about firefighter terms and conditions of employment and more generally about how the department should be run in abnormal ways. Management has resorted to unilateral action, while the Union protests in City Council, in the media, and through litigation. This is not acceptable for the public interest nor do we think it should be acceptable to the two constituents being the City and the members of the Firefighters Union.

By putting off negotiations in this way the Firefighters Union and departmental management have stockpiled issues that ought to have been resolved long ago. In the process they have created resentments and poor working relationships that could have been avoided.

Individual grievances are about specific issues, but collective bargaining can cover the big picture. Even if a grievance about the way a contract clause is being applied succeeds, it is open to the City through collective bargaining, to try to change the clause to something it can live with. In collective bargaining the issues cease to be legal issues about what the contract says. Instead they become part of the delicate balancing act of deciding between pay and contractual protections, and in a broad sense between what employees will work for and what the City is willing to pay.

Why has the City failed to seek the changes it wants through collective bargaining? Our conclusion is that it decided, in 1993 and thereafter, to do what it

intended to do whether or not the Union liked it. It appears to have adopted a strategy of "bulling on ahead", taking an aggressive view of what it could do given the current contract provisions. Where there was doubt, it took the risk that if, through arbitration, it was found to be wrong, it could negotiate its way around the consequences having delayed the result for several years in the interim. We find that the attitude indeed became "if they don't like it they can grieve."

No doubt this attitude was fairly easy to adopt in a climate where the Union refused to attend labour management meetings and where it quite regularly took its complaints and demands to the press in a highly political way, calling regularly for the Chief's dismissal. Management, whether out of anger over the personal nature of the Union's attacks, over-confidence about its ability to manage within the confines of the current contract, or naivete over its obligation to deal through the Union (we have seen signs of all three), simply decided it did not need to negotiate the changes it sought with the Union or through the collective bargaining process.

On the Union side, we find the Union is trying to get the best of both worlds. It knows that its prospects of getting an increase are low in the economic climate of the 90's. The prospects of losing, through arbitration, some of the contractual protections it now has are also quite high. The Union executive members are astute people. They know, if only from past experience and the comparable provision in other City's, that they could lose protections at arbitration.

So long as the contract can be sustained without negotiation, their current provisions remain intact. When the City changes terms and conditions of employment, the Union can file a grievance. This can be presented to the membership, and to the public and Council, as "unfair" and "a disregard for the terms of the contract." What this fails to disclose is that, if bargaining were to take place, the protection that is the subject of the grievance might well be lost entirely. Again, we will return to this when we deal with the outstanding grievances.

The other advantage of the current stalemate (with a status quo contract and no bargaining in sight) is that the department's efforts to change things without involving the Union provides ongoing fuel for the Union's complaints about departmental management. Union members, seeing no bargaining (for which they almost universally blame the City) accept and support the campaign of public complaint that has gone on since 1993 over such issues as hiring, layoffs, 21R and SLT's, the size and quality of management and promotions.

The promotions question illustrates this dynamic quite well.

The Edmonton Firefighters agreement has, for many years, provided for promotions based on seniority. Employees move up the ranks by challenging a qualifying exam, which if they pass, entitles them to fill the first vacancy, at the next rank, once their seniority number reaches the top of the eligibility list.

In 1983, the City tried to bargain a modification to this system for filling the higher ranks, so as to allow performance and capacity to have a greater influence (the term "merit" is often used, but it is too vague, because as in all things, beauty is in the eye of the beholder). The parties could not settle the issue and it went to arbitration. The arbitrators told the parties to go away and try to settle it. That was good advice, not taken. They failed and the arbitrators imposed a settlement, allowing a modified version of the City's position.

Even the Union's nominee on the Board agreed there was a need to change the seniority system, he just felt it should only extend to the senior ranks, not the station officers. The City's position, in 1983, was that it had a problem with "instability and discontinuity in the senior ranks". The 1983 award required an eligible officer to requalify every three years, it reduced the years of service needed for eligibility to

be a station officer and it significantly increased the influence of managerial discretion as opposed to straight seniority.

Normally a Union losing an award like this would take it as a lesson in the virtues of compromise and settlement. This Union prevailed upon its good relations with then Mayor Laurence Decore to cancel the implementation of this new policy and to remove the City's negotiator. (Coincidentally there was also a campaign to remove the then Fire Chief Louis Day).

At the time there appeared as well to be some disagreements within the Union executive about the approach to promotions. Then - Union President Otto Kruger, perhaps without telling the rest of the Union executive, had been negotiating with Aldermen Kinisky and Roper. There is still debate about what happened throughout this political "trouble-shooting". In the end result, the Union had prevailed on the City not to implement the new system, in exchange for some modifications in filling the Assistant Chief's positions.

In 1989 the City filled four Assistant Chief positions in a way the Union disagreed with (they had not held District Chief rank). The Union grieved and the grievance revealed that there was a dispute as to what Hartman, Kruger, Kinisky, Roper and perhaps others had agreed to. (In retrospect this is a good example of where conducting labour relations directly with Council had its drawbacks).

The arbitrator in 1991 ruled that the City had improperly filled the four Assistant Chief positions. That same arbitration urged the parties, through negotiations, to free-up the process for promoting Assistant Chiefs. Following this, in negotiations, the Union agreed to removing the Assistant Chiefs from the bargaining unit entirely, thus avoiding having to take back the incumbents into the Union and finessing pressures to make any other changes to the collective agreement in the promotions area.

Something the 1983 arbitration noted is that Calgary (with whom Edmonton Firefighters' conditions are frequently compared) have a more flexible promotions policy at the senior levels. This fact, and the 1984 award, made it likely that, should it proceed to arbitration again, the Union would risk changes in the promotions policy. This is just one example where the Union benefits from the status quo and has an incentive to avoid new negotiations. This also shows that the City might have achieved some of its objectives directly, at least on the seniority question, had it proceeded to negotiations in the ordinary course of things.

The Calgary example leads us to pause to pose a question. The Edmonton Firefighters' strategy has (with the exception of the 1991 concession on Associate Chiefs) opposed any form of promotion other than that based primarily on seniority. The result has been a vigorous campaign by Edmonton's management to exclude a substantial number of employees from the bargaining unit. They achieved this objective in 1995 when the Alberta Legislature passed the Managerial Exclusions Act. Using this law, Edmonton now appoints Battalion Chiefs and all ranks above that without regard to seniority. Calgary, which obtained some flexibility in promotions early on, still includes all but the Chief and the two Deputy Chiefs in the bargaining unit and has not, so far, sought to use the exclusions. Which is the better end result? It is each Union's right to choose its long term bargaining strategy, but this does provide a reminder that hard bargaining positions often carry long-term consequences and settlement carries rewards.

## The grievance procedure

When a dispute arises under a collective agreement, either side has the right to file a grievance. This document spells out the issue and why it is alleged the action in question violates the terms of the collective agreement. In practice it is almost always the Union that files grievances. Fire Chief is obliged to give a reply to the grievance within 30 days. If he denies the grievance the Union can appeal to the City Manager or his designate (in reality this is one of the City's labour relations managers). That person must give a written decision within 15 days of their hearing the matter.

Our investigation revealed that there is too little discretion allowed to those responsible for hearing grievances, during the grievance process, to exercise a sensible discretion to settle a case. This is just one aspect of the micro management we spoke of earlier. Too little attention is paid to whether the City's position is defensible and too much to whether compromising the issue or conceding a valid point might "offend the powers that be" in the department. Having said that, the Firefighters Union has encouraged this by often adopting an "all or nothing" stance.

This is an area where approaches and attitudes developed through the relationship between the department and the Firefighters Union are having a detrimental effect on the ambulance employees as well. We are far from satisfied that all of CUPE 3197's many outstanding grievances will win in arbitration. However, we accept as valid their complaint that departmental staff are unduly reluctant to discuss settlement of eminently resolvable grievances. A continuation of this attitude, combined with the department's expressed wish to transfer all of CUPE 3197's members into the Edmonton Firefighters Union, runs the risk of making future relationships with this Union as acrimonious as those with the Edmonton Firefighters.

The Firefighters Union has also, indirectly, encouraged a "no settlement" approach by not pursuing matters promptly to arbitration. If the likelihood, from the City's perspective, is that the Union will advance a grievance to the arbitration stage, but do nothing to actually get it on for hearing, there is little to push the City towards a realistic review of its case or towards settlement.

## Grievance arbitration

If the City's decision does not resolve the grievance, the Union has 30 days to tell the City it wants to arbitrate the matter. Once this notice is given, it is up to the Union and the City to appoint nominees (or agree on a single arbitrator), agree on a chair and arrange a hearing date. If either party fails to take these steps the other has the right to apply to government to have them make the appointment, or to apply to the Labour Relations Board to have them do whatever is necessary to speed up the process.

As we travelled around the department, we heard many complaints about the number of outstanding grievances. We found a very low level of understanding, amongst employees and management, about how this process should work. The Firefighters Union has not fostered a high level of understanding about the process within its membership. Members seemed to be operating under several misconceptions.

First, the agreement is a contract. It is a commitment to do what is agreed to. It matters. It is not an appropriate approach to knowingly breach the contract and force the Union to grieve, paying compensation, if necessary, later.

Equally inappropriate, however, is the view voiced by many firefighters that assumes, without question, that if the Union files a grievance management must have breached the collective agreement. Some grievances are valid, others are not. It is extremely naïve to believe that all grievances must be valid. We heard many people say that they know the Union is right because the Union has never lost a grievance. This is both naïve and untrue. The Firefighters Union has filed many grievances. Between 1990 and now only eight issues have resulted in arbitration awards (including the three references of issues to Dean Christian arising out of the implementation of his award).

- n. In 1991 the Union lost the Miles matter before arbitrator Tadman.
- n. In 1991 the Union won the Assistant Chiefs grievance before arbitrator Beattie, but soon after conceded the positions to management.
- n. In 1993 the Union succeeded in having Koluk's termination reduced to a six month suspension by arbitrator Smith.
- n. In 1993 the Union lost the reference on sweaters and insignia before arbitrator Christian.
- n. In 1993 the Union lost the reference on the payment of interest on retroactivity before arbitrator Christian.
- n. In 1993 the Union lost the reference on the wording of the scope clause before arbitrator Christian.
- n. In 1994 the Union succeeded in a motion for a non-suit in respect of the dismissal of DeRouin before arbitrator Price.
- n. In 1995 the Union won the grievance concerning the alleged new rank of Dangerous Goods Coordinator before arbitrator Elliott, but the position was immediately abolished once the award came out.

This record illustrates three points. First, the Union has pressed few grievances on to arbitration (although some have been settled and others are scheduled for hearing). Second, while it wins some, it loses some. Third, some wins are short lived since they just prompt the City to respond by achieving the same result using a different method.

In the mediation before Dean Christian in 1992 (discussed below) the Union settled or withdrew a number of grievances, while the City conceded others. This is as it should be. The point is this: the fact that a grievance is filed does not prove it is a breach of the collective agreement. It may well be, but that remains to be established and should not be presumed.

We have reviewed the lists of grievances filed and advanced to arbitration. Neither side has made a concerted effort to get these matters on for hearing. They sit in unresolved limbo, lingering and adding further acrimony to the labour relations atmosphere.

The City's attitude is that these are Union grievances so there is no onus on the City to push them forward. We disagree. While the basic obligation is on the Union, in some cases there is good reason for the City to push forward. Many involve the

imposition of discipline. Accepting for the sake of argument the Chief's thesis that discipline is necessary to change behaviour patterns, this discipline has little deterrent value while it is under appeal and while the alleged miscreants enjoy the full support of their peers. In a few cases the Union's grievances challenge a cost saving measure. If the City is wrong (which is certainly possible in some cases), by allowing it to remain outstanding the City is simply accruing a contingent liability it may eventually have to pay. Getting to arbitration gives an answer one way or the other and stops any damages from running indefinitely. Third, even a loss gives the City something to negotiate from.

For its part, the Union is taking too much political advantage of the number of unresolved grievances when it is within its power to choose the most important and meritorious grievances and get them on for hearing. If it did so, it would ease one of its other complaints. If the Union won a few, it would encourage the City to re-examine its position on other outstanding matters. On the other hand, the City could do more to seriously examine grievances at the outset and to bring to hearing those that involve its interests. If the City were to win a few it might encourage the Union to reassess some of its grievances.

## Earlier interventions

Ours is not the first effort to review or improve the state of labour management relationships in this department. We will review briefly three earlier undertakings.

### n The Dean Christian mediation

In 1992, following continual complaints of poor relationships and a backlog of outstanding grievances in the Fire Department, then - Mayor Jan Reimer promoted an intervention in the department. It was "to assist the parties through facilitation of a structure and processes designed to foster open discussion and encourage a joint problem-solving relationship." At that point no joint labour/management meeting had been held for over two years. As one of the initial documents put it (perhaps even then with a degree of understatement):

The parties have come to rely on the involvement of third party intervention or the exercise of power to resolve their differences. From time to time elected representatives have found it necessary to take a direct role in attempting to resolve issues between the parties.

The original proposal was to flush out the underlying causes of the problem, to work with the parties to have them examine their attitudes to each other, to offer skill building assistance for problem-solving, consultation and communication skills and to develop "joint action plans for ... addressing roadblocks to change."

The Union agreed to this process, but insisted that Chief Sherburne be present throughout, a condition he accepted. There was also some initial conflict (from both sides) about process issues, but by September 1992 it was agreed that Dean Tim Christian of the Faculty of Law at the University of Alberta would conduct a mediation. By mid-October it was agreed that Dean Christian would use two lawyers, Mr. Dave Ross and Mr. Lyle Kanee, as co-facilitators, and pursue four objectives:

- 1) to explore the outstanding issues and attempt to reach settlement;

2)to provide an understanding of the issues and the positions of the parties concerning all of the matters in dispute--even if settlement is not reached;

3)to inquire into potential resolutions that may arise if conditions on other items are met (e.g. promotions, wages, pensions);

4)to develop a process or method by which the parties may more effectively communicate and deal with each other and resolve differences in the future.

The three mediator/lawyers, along with groups from either side led by Fire Chief Sherburne and Union President Hartmann met for about eighteen days over a five week period, occasionally going all night, trying (successfully) to resolve what were initially twenty seven outstanding grievances. The only ones that proved impossible to resolve were personal to Rob Hartmann.

During this same process, this group had to address the question of some layoffs and also a series of issues still outstanding from collective bargaining. After agreeing to some terms for the new contract, the parties agreed to extend the mandate and have Dean Christian, along with Mr. Ross and Mr. Kanee, act as interest arbitrators to decide the rest of the contract, which they proceeded to do.

The mediators, now appointed as arbitrators, made an award on all of the 20 points in dispute. These were incorporated into the collective agreement and are the last changes made to that agreement. There has been no further collective bargaining since then. Some of the key changes awarded were:

- 5) Wage increase of 5.5% for 1991, 4% for 1992, 3% for 1993 and 1% for 1994.
- 6) The implementation of a physical fitness review every three years, but only for those hired after 1994 and designed only to establish the member's general level of cardiovascular fitness.
- 7) The implementation of a medical examination each two years with a physician certifying the member's ability or inability to perform the described job duties.
- 8) The exclusion of Assistant Chiefs from the Bargaining Unit and the collective agreement (and thus the promotion process).
- 9) The insertion of a "City Manager or his designate" step in the grievance procedure after the Fire Chief and before proceeding to arbitration.
- 10) Certain principles concerning the Supplementary Pension Plan (which we have dealt with already).

Superficially, this process was successful. All but a few of 27 grievances were resolved by agreement, some being withdrawn, some conceded and some compromised. Collective agreement terms were all settled or arbitrated. However, to that point little had been achieved in improving the relationship. This aspect of the process, arguably its most important feature, got sidetracked when Dean Christian changed roles from mediator to arbitrator. It appears in retrospect that the process served to make the parties even more dependent upon, perhaps even addicted to, third party intervention and the use of legal counsel to act as their surrogates in solving outstanding problems.

Almost immediately the parties found themselves unable or unwilling to resolve three issues concerning:

**Sweaters and Epaulets of Rank.** The award allowed a “sweater” and said acting officers shouldn’t wear epaulets of rank until they got a permanent appointment.

The parties wrangled over these issues for almost a year. They then went to arbitration which took another year. The Union wanted a wool sweater with a vest or an acrylic sweater as an option. The Chief wanted a vest issued. The Chief wanted to issue separate epaulets showing the acting rank, the Union did not.

The handling of this matter was a colossal waste of money and effort. There was allegedly little cost difference, and if there was a difference, it paled in comparison to the legal fees and wasted cost of staff time. These decisions deserve a small working committee, not two years of litigation. The arbitrator held he had no authority to modify his award, but went on to add what should have been a clear warning that the whole dispute was managed poorly:

To simply announce that vests or acrylic sweaters would be issued, without any reference to the contrary wishes of the Union, and without any explanation for the decision, leaves the impression, perhaps unwarranted, of arbitrariness.

It is perhaps a testament to the poor state of relations between the parties that a positive development could be turned into an unpleasant dispute. The positive development was that the Fire Fighters were to receive a new sweater that would keep them warm under their equipment during cold weather. The process of consultation resulted in the Union expressing a preference but recognizing the need for some flexibility. The department’s rejection, without explanation, of the Union’s preference led to understandable frustration.

In my view, having embarked on a process of consultation, the department was bound, if not in law, at least in common sense, to articulate clearly the scope of the consultation and to give reasons for its decision.

**Interest on the pay increases granted.** The arbitration award provided for substantial back pay. The award came out on January 22, 1993. Setting up the City’s computer system to pay the retroactivity, which spanned four years, took over five weeks. Only one change could be accomplished per pay period, so the full payment took until April 13, 1993, or 11 \_ weeks. The Union grieved, seeking interest. The parties devoted their resources to pursuing this issue during a two day arbitration.

The arbitrator ruled (paraphrased and in summary) that the Union had not asked for interest, and if they knew delay had been a problem in the past they should have done so. Even if they had, the time computers take to process cheques is a legitimate consideration. “... if I had been asked to rule on the matter, I am far from convinced that interest payments would have been appropriate given the practical difficulties.”

**The Agreement’s Scope Clause.** The interest arbitration award excluded the Assistant Chief’s position from the bargaining unit. This was basically as a result of an agreement. As the Chairman noted, “the amendment of the scope clause was presented ... as the quid pro quo for the salary package. The original award reflects this basic trade.” There were four Assistant Chiefs, one for each platoon. Before the award the collective agreement read:

This agreement shall apply to all members of the bargaining unit of the Union, as defined by the Labour Relations Code.

The award said, in terms that are detailed and clear:

11)The bargaining unit will be amended to exclude therefrom persons who carry out the duties of Assistant Chiefs.

12)The scope clause of the Collective Agreement will be amended to exclude therefrom persons who carry out the duties of Assistant Chiefs.

13)All reference to Assistant Chiefs will be removed from the Collective Agreement.

14)Unless otherwise assigned by the City, the duties performed by Assistant Chiefs may be performed by persons who are outside the scope of the Collective Agreement.

Despite this clarity, the parties could not agree on a new scope clause. They convened a further two day arbitration hearing to decide the question. The chairman accepted the City's position. We were surprised by the Union's inability to agree on such a simple issue.

#### 4) Unfair labour practice complaints

Between 1993 and now, the Firefighters have pursued a series of unfair labour practice complaints before the Labour Relations Board. It would take a further report the length of this one to review these complaints in detail. The complaints alleged, in summary, that a whole variety of steps taken by the City, through discipline, administrative crackdowns, changed policies or new working conditions violated the Labour Code by undermining the trade union or by interfering with the Union's administration or its representation of employees.

The first such complaint arose out of two events. The department circulated a questionnaire to department employees asking, in part, who they relied upon as their sources of information, the Union being one listed potential source. The department had also denied Union representatives access to the training school which, the Union alleged, was a change in procedure which interfered with its right to represent its members. The Board upheld the Union's original complaint in a brief oral decision. It directed the City to allow the access that had been allowed before, and to destroy the questionnaire.

The City's original response to this decision was that it would have little impact and could be accommodated by administrative changes. However, this was a very heated time in relationships between the Union and the City. In March of 1994, the Union filed a new set of complaints raising a series of new issues. This led the City to respond with a series of procedural objections and a request to reconsider and reverse the original ruling. The new complaints raised issues about:

- n) disciplining Union members for promoting t-shirts saying "Fire the Chief".
- n) setting up advisory teams of employees to discuss setting up the new communication centre, without going through the Union.

- n) changing the rules over time-off for Union business (related to the labour management committee discussed already).
- n) statements made to the press about the Union's conduct.
- n) discipline given to two employees.
- n) the department's refusal to allow two Union officers time off to attend the funeral of a Union brother.

The City replied to these allegations. However, once the matter got to hearing, the City had retained outside Counsel and obviously changed its strategy to a more aggressive posture. Again, in retrospect, this is clearly a response to the very public disputes between the Union, the Chief and the Mayor going on in the press and before Council at that time. The City raised a series of procedural objections, demanding wide disclosure of documents and further particulars, and asking that all the complaints be dismissed out of hand. The Board, in its decision on these points, was critical of both parties for their approach to the process, saying:

The Union's delay in complying with the process set in place by the Board was inappropriate. Basically, it said it was too busy litigating elsewhere to put together the materials necessary for this litigation. At the eleventh hour before a scheduled hearing, having failed to produce its own documents, it then sought pre-hearing production of an even longer list of documents from the City. It was not reasonable to expect the City to find, review, analyze and produce such a quantity of material on such short notice.

It is hardly surprising (although still unfortunate) that the City instead chose to oppose production on all available grounds.

Second, the City now asks the Board to totally strike out the Union's claim. It complains in the most vigorous terms that the Union is expanding the complaint beyond all recognition, is on a fishing trip in seeking documents and has failed totally to provide appropriate particulars. Modesty should require at least some tempering of this submission in recognition of the fact that:

n)The City was allowed an extended time to reply to the complaint yet, within that time, took no issue with particulars or timeliness.

n)The City initially took the position that we should keep these proceedings narrow and defer to all the outstanding arbitrations.

n)The City reversed its position in June and urged the Board to take a broad view of the proceedings to get all these issues out on the table and hopefully resolved in one forum.

n)The City used this broad view of the proceedings to obtain directions for broad disclosure of the Union's internal union documents.

At several times during the process the Board encouraged the parties to stop "litigating at each other" and try to do something about their deteriorating relationship. Board members met with the parties to try to induce some settlement. The Board encouraged the parties to go into the Alberta Labour process discussed below.

Eventually, that process failed. The parties then went back to the Board. The Union withdrew a series of its complaints, but is still proceeding on the matters

involving discipline of Union officers. This process has consumed several more days of Labour Board proceedings and further days are scheduled.

Many of the matters which were or remain the subject of complaint are also the subject of continuing grievances. Once again, this illustrates the tendency to try to have matters decided outside the normal bargaining and arbitration processes. Standing back from the totality of the Labour Board proceedings, one is left with an unsettling question - even if the Union's complaints were all upheld, what could a Board constructively do, or order the parties to do, to return this bargaining relationship to something approaching normalcy? The parties seem determined to attribute or avoid blame, but have devoted scant attention to how to deal with each other once the proceedings are over.

#### n Alberta Labour relationship building

Following the Labour Relations Board's prompting, the department and the Firefighters Union agreed to seek the help of Alberta Labour's issues management team in trying to rebuild an appropriate relationship. Both sides devoted substantial time and resources to this process attending meetings for about twelve full days over a six month period starting in November, 1995.

During this process the principals involved, Chief Sherburne, Deputy Chief Williams, representatives of the ERD and the City's personnel departments plus President Hartmann and the Union Executive met to discuss basic labour relations issues. They discussed in considerable depth the appropriate roles and responsibilities for unions and management. They also discussed a set of principles for dealing with issues. As the process did not conclude, we do not know for sure whether the parties committed themselves to these principles, but they both ought to now, and should struggle to meet them in all their future dealings.

- n) To recognize and respect each other's roles, interests and constraints (e.g. accountability to constituency).
- n) That effective communication and openness between the parties is necessary to ensure mutual understanding and effective resolution of issues.
- n) To share information that may affect the other party (unless there are valid reasons for not doing so) and respect confidentiality.
- n) To develop meaningful, objective and balanced consultation and problem solving processes for addressing issues.
- n) To attempt to resolve issues/problems internally before raising them outside the Department.
- n) To consult with each other before making decisions that will affect the other party (e.g. change in application of collective agreement; etc.)
- n) That management and the union will look for ways to meet their needs and the needs of the other party whenever possible.
- n) To attack issues, not people.
- n) That each party is responsible for determining its own decision making processes, and that these processes will be respected by the other party.

- n) To clarify and make each other aware of their decision making processes and lines of authority (e.g. who has authority to make decisions and what parameters their representatives are acting within).
- n) That, as far as possible, representatives of the parties will have the authority to conclude agreements on the issue being addressed.
- n) That mutual agreements will be clear about what has been decided (and what hasn't) and what actions flow from the agreement.
- n) To honour agreements reached between them, unless changes are made based on mutual agreement.
- n) That the collective agreement is "owned" by both parties and its content must be respected.
- n) That it may be necessary - and mutually beneficial - to vary the terms and conditions of the collective agreement from time to time, provided the parties mutually agree to do.

The process went on to discuss how they might resume the labour management meeting process we described above. They made what appeared to be progress over a couple of meetings. However, in March of 1996 the process broke down and the Firefighter's Union withdrew from further participation.

There are differing accounts of why this happened. One feature that the Firefighters Union objected to was the presence of lawyers. Chief Sherburne participated throughout, but insisted on being accompanied by Counsel, who took an active part in the process. The Firefighters decided that if that was to be the process, they too would have their lawyer present throughout. In our experience, and without any criticism of the lawyers involved, marriage counselling is rarely enhanced when the parties insist on speaking through their lawyers. The commitments made to each other in such circumstances tend to lack the personal sincerity necessary for success.

However, we suspect that at least part of the cause for the Firefighters Union withdrawal was their perception that they might, once again, do better dealing in the political arena rather than continuing to deal with management directly. At this time (March of 1996) a group of senior officers had put together a series of concerns which they had taken to the newly elected Mayor and the new City Manager. This had elicited some press attention. We suspect it was not only the slowness and formality of the Alberta Labour process but the allure of a new political initiative that led to the decision to break off. Whatever the reason, it is unfortunate that the parties failed to conclude this process and accept the understandings they had been working towards. It represented a large investment in resources by both sides and by the Province. We fault the Firefighters Union for withdrawing, but also express concern that the department was unwilling to participate without formalizing the process unduly. One of the (expensive) consequences of breaking off this process was a resumption of the still unfinished unfair labour practice hearings described above.

We can offer no better advice on relationship building than what Alberta Labour's facilitators have already offered. We will pause and comment on one principle which they raised - "Attack issues, not people."

During our review, all sides have been polite and courteous. We have witnessed many dedicated people struggling to give us their best insights on what is best for the department. However, we noted two very unfortunate tendencies. The first is

the tendency to personalize issues and the second is to bolster arguments too readily by resort to the line “or somebody is going to get hurt.”

Labour relations is not only a legal process; at its core it is a human process where human beings make decisions that affect each other. Those human beings are entitled to be treated with personal respect. Name calling is never dignified. It undermines the argument and the speaker. It also creates reactions, sometimes themselves overly personalized. At the same time, veracity is equally important. The law uses an oath with three parts - one must tell the truth, the whole truth and nothing but the truth. Two out of three is not good enough. Too often we have seen in press accounts of what has gone on between the parties here, statements that leave out important bits of information, leaving a misleading impression. Both sides have been guilty of this too many times.

The President of the Firefighters Union has been particularly prone to excess in his public statements. By repeatedly and directly calling the Chief or the former City Manager a liar, he invited their animosity and made it harder for them to carry out their appropriate roles (as well as for himself as Union President). The fault is not in raising the issues, it is in abandoning the issues in favour of an attack on the personal integrity of individuals. This also sets a bad example which affects relations throughout the department.

We found a tendency by many people within the department to try to make their points with us, or with others, by over-exaggeration. This department deals with public safety. Lives, property and health are its stock in trade. However, not every issue is a life and death issue. The tendency adopted by some to attach a line such as “you must act now or lives will be lost” to every argument put forward for this or that service change is unfortunate. For example, it was suggested to us by one commentator that the department’s efforts to hire minorities would be so injurious to public safety that the Fire Chief might be liable for criminal negligence. Union correspondence sometimes lapses into similar hyperbole. The department deals with important issues which must be handled with the skill and seriousness they deserve. However those who suggest that death will inevitably follow if their view does not prevail, take their own opinions far too seriously.

This type of argument is particularly unconvincing when we consider it in light of the cavalier way some of the same people speak of the responsibilities of colleagues in the other discipline. We have heard senior firefighters speak, in almost the same breath, about the importance and dangers of their own jobs, then refer to ambulance drivers as “glorified cabbies.” Ambulance personnel speak in similarly disparaging terms about the abilities of firefighters at accident scenes. These views are only expressed by a small minority, but they pollute the atmosphere in the department. We suggest, in very colloquial terms, that employees should “lighten up”, be more respectful of the abilities of colleagues and less persuaded by prejudices. To those who do not hold, but nonetheless give air-time, to these views we urge them to recognize the harm such attitudes can cause to working relationships and to insist upon a more professional approach.

## The managerial line

Fire Chiefs in Edmonton, from Louis Day on, to a lesser or greater degree, have espoused the view that they needed more managerial positions in order to run the department properly. The current Chief has put forward this view with particular vigour ever since his appointment. On the surface, there is a simple appeal to the argument that one should not be expected to run an \$80 million department with a

Chief and a couple of Deputies. This question involves a series of interrelated issues which need to be examined separately. Calgary, we note, runs quite successfully with only a Chief and two Deputies outside the Union. Other officers still act as managers although they remain in the Union.

The questions that need asking are:

- n) What does the law provide about managerial responsibility for firefighters and managerial exclusions from collective bargaining for firefighters who exercise managerial authority?
- n) What does the collective agreement commit to in terms of promotions, exclusion or inclusion of positions in the bargaining unit and the procedure, including seniority for filling senior positions?
- n) What style of management is appropriate to the department? Should it work on a command and control structure with managerial supervision of most routine activity, or should it strive for a lean and flattened management, encouraging self directed team work where possible?
- n) How big a management team is necessary to achieve the department's goals?

The first two questions are historically interrelated. The law never said that firefighters below the rank of Deputy Chief were precluded from exercising managerial authority. Firefighters were simply excepted out of the usual managerial exclusion, apparently because the manager - employee distinction, and the inherent conflicts of interests this implied, were deemed inappropriate for a rank-based paramilitary structure. We have already reviewed how the law has changed to allow the exclusion from the Union and the bargaining unit of firefighters who exercised managerial functions.

The question was not whether a department could assign managerial functions to firefighters, but what influence a Union could have on the exercise of those functions through its influence as bargaining agent. In a practical sense this translated into the important question of how vacancies had to be filled, a question that could always be settled by collective bargaining. We have reviewed the bargaining history over promotions policy already.

The Edmonton Firefighters Union has always insisted that senior positions should be filled by a system based first and foremost on seniority. It has accepted promotional examinations which allow the department to impose some skill and ability component, but once a person passes an eligibility exam, the person is then on the list and must be appointed based on seniority amongst those so eligible. This means that management cannot pick the person they consider the best qualified for the position, even from amongst those eligible and even for the most responsible or specialized departmental positions. It also means that in most cases the person who must be appointed is likely to be the person closest to retirement. This results in a steady turnover of short term senior appointees, little opportunity for settling into positions and little continuity in senior leadership.

The Union maintains that, in all promotions, management can ensure that the appointee is able to handle the job because appointments are ordinarily probationary. However, the ability to reject a person once appointed is not that easy since the person's reversion must be "for just and sufficient cause". At best this is a limited right to reject, not any right to select based on suitability for the position.

From the firefighters' point of view there are advantages to a straight seniority arrangement. There is a clear benefit in terms of pensionable income. As pension rights are based on the employee's best five years income, employees who move into a senior position paying \$6,000 a year or more than their last rank, boost their retirement earnings substantially for the totality of their retirement. In the traditional view of firefighting, career progression depended throughout on seniority and many see little reason why this should be different at the top. The sustaining myth for this is that progression appropriately depends on experience and firefighting experience is accrued strictly as a result of years on the job. This is not entirely myth, because years of service generally lead to experience. However, its truth is strained by the substantial differences in the accumulation of experience in some of the busier downtown or industrial stations as opposed to some of the quieter suburban stations, and by the specialized nature of some of the positions needed in a large department.

Firefighting has been held out for many years as a lifetime career. Firefighters, at least until very recently, signed up for the service under very clear career expectations which the department reinforced. Firefighters begin their careers between the ages of 21 and 30.

Their seniority-based promotion system meant they could reasonably expect, over the course of their career, to move gradually and in turn through the ranks, attaining the Captain or perhaps District Chief level prior to retirement. Of the 27 ranked retirees in 1994, 10 held ranks of District Chief or higher, 15 were Captains and only 2 were Lieutenants.

Upon retirement, they were guaranteed a generous pension (relative to other occupations), payable at a relatively young age. This pension was generous partly because of the relative certainty of promotion to a higher paying rank towards the later part of the person's career.

The current practices in respect of promotion disrupt this long standing and deeply held expectation. When young persons are promoted to senior positions, they do not just fill a position someone more senior might have taken, they fill it for an extended period of time. This effectively blocks the promotion opportunity for not one but a series of people. One person filling a job for 12 years may block the promotions for 6 people who would otherwise have filled the job for 2 years each. There is also a cascade effect to this, since every movement in rank had to be backfilled.

By the late 1980s the department had created several obviously managerial positions by using the exclusion of Deputy Chief designation. We have already described the 1991 exclusion of Assistant Chiefs.

Thereafter, management was able to fill that position based entirely on its view of who was the best applicant. However, a firefighter who takes a position outside the Union's bargaining unit has only 6 months to revert to his former position. There is thus a real threat to an employee's job security, once out of the Union, if things do not work out. While this is a common feature of moving into management anywhere, firefighting is not a highly portable skill and alternate employment options are limited. This, plus overt pressures from the Union not to apply for excluded positions, may have excluded some of the better candidates.

Despite getting the unfettered authority to fill the Assistant Chief's position, Edmonton's Fire Department continued to advocate for the full exclusion of any firefighter who exercised managerial functions. The argument was generally that it was needed to ensure an appropriate balance between managerial and Union control of the affairs of the department, to prevent abuse of employee privileges,

several of which were alleged; to ensure continuity of leadership; and to ensure that those leading the department had the talent necessary to manage its affairs.

By and large, the Chief's arguments were successful in that they found a sympathetic ear in City management. Support for this view grew with each strident position adopted by the Union. The more the Union attempted to undermine the Chief or departmental management the more sympathy grew for the need for more managers and more managerial control. Over several years, the department began to create and fill positions outside of the Firefighter's Unit. Most of these involved activities formerly done by people within the Union bargaining unit. This was done without following the collective agreement's rules for promotions. In some cases it was done as part of the merger process. There are currently a number of grievances outstanding over these questions.

We do not intend to go into each of these grievances. We have already suggested that the appropriate way to resolve such disputes is to proceed to arbitration.

An issue that has been obscured by the argument that management people needed to be excluded from the Union is the more basic questions of how many managers are actually needed at all. The Firefighters Union maintains management is too large. However, the argument that a significant portion of available management time and energy is spent responding to litigation from the Firefighters Union goes some way to meeting that complaint. However, it is still a valid question as to how much management is needed particularly in relation to the Battalion Chief's position to which we now turn.

In 1995, the Province passed a new law called the Managerial Exclusion Act. It provides:

The [Labour Relations] Board may, in accordance with the Labour Relations Code, exclude from a bargaining unit firefighters who, in the opinion of the Board, exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

This law gives the City much wider powers to create and fill managerial positions. Once the law came in, the City eliminated the rank of Division Chief and created in its place the rank of Battalion Chief. We heard much about how this was done, about what was alleged to be an unfair or expensive way of moving out the District Chiefs, or of moving some of the Acting Chiefs back to Captain. Again, the remedy for some of those complaints lies in arbitration, if the issue is worth pursuing.

We also heard a lot about the Battalion Chief's lack of experience. We have already commented on several aspects of this. We do think there has been an under-emphasis on field experience in selecting managers. We do not accept as absolute the suggestion that experience (let alone wisdom) comes only from years on the job. The Union's pressure on members not to apply has itself distorted the process. We will address four questions.

**Are they managerial?** There are two processes available to answer this question. The Union can pursue its grievance, or the Labour Relations Code allows the matter to be referred to the Labour Relations Board for determination. In either case, the decision will be made on the basis of the duties they actually perform in accordance with fairly well established tests. We do suspect that, currently, Battalion Chiefs are being given, and are in fact exercising, authority to discipline, schedule and direct employees fairly vigorously. Some of this seemed to us contrived. We suspect there is a conscious effort to make these positions look managerial in case a challenge is launched. We also believe the anti-Battalion Chief stance

adopted by the Union and by many employees has made some of these individuals defensive and at times resentful of the way they are being treated by people with whom they have worked for years. As a result, however, some are “wearing their pips a bit hard,” at times using their authority in arbitrary and unduly punitive ways.

**Are they needed?** We have a real question as to whether it is necessary to maintain three managerial Battalion Chiefs, at \$70,000 plus a year, on each of four platoons. Some of the scheduling they perform should be amenable to automation. We think the need for a disciplinary presence is overplayed. Their role in communicating management’s philosophy has failed miserably and much better communication strategies are needed. We have already commented unfavourably on their “speedy memo” communications. Management downplays the role of Battalion Chiefs in supervising fire scenes and maintains that it is the Captains that carry primary responsibility. If so, perhaps fewer Battalion Chiefs would suffice. The installation of networked computer terminals in each station would achieve much of the communication for which Battalion Chiefs currently carry responsibility. We think the department should look to see whether these functions could be streamlined.

**How should Battalion Chiefs be appointed?** This depends entirely on whether or not they are managerial. If they are not, the collective agreement will govern and it is up to the Union and management to agree on the rules. If they are managerial, the Union has now lost its chance to bargain over such issues, partly at least, because of the hard line it has taken over the years on the issue of seniority in senior officer’s promotions.

## Bargaining unit configuration - one unit or two?

We have noted already that the department’s mandate from Council has been to maintain two operational streams for ambulance and fire service and that we view this as appropriate. This mandate is consistent with the continued existence of two bargaining units within the department, one for ambulance employees and one for fire.

For the last few years, the City, CUPE 3197 and the Edmonton Firefighters Union have been appearing before the Labour Relations Board arguing over who should represent the employees in the administratively combined dispatch and training functions. However, the City has, in those proceedings, urged the Labour Relations Board to find that all employees of the department are “firefighters” and should all be included in one bargaining unit represented by the Edmonton Firefighters Union.

These proceedings, the issues they raise, and the positions being taken, serve as a further illustration of several of the themes we have already addressed.

- n) The parties apparent inability to deal directly with each other to resolve questions.

- n) The willingness to try to foist the resolution of operating problems on third party decision makers.
- n) The failure to use the normal tools of collective bargaining and grievance arbitration and the parallel attempts to direct questions away from those processes into less suitable forms of adjudication.
- n) The lack of a clear and disclosed direction for the department.
- n) An inclination to focus on procedural arguments at the expense of dealing with the substance of the issues.

These proceedings began with CUPE 3197's application to have the City declared as the legal successor to the Edmonton Ambulance Authority. By the time the matter was dealt with the department had merged the dispatch and training activities of the two former departments into one. It had (or wanted to) create certain new positions and establish some new working conditions in the process.

In these proceedings, the City took the position that all departmental employees were now "firefighters" within the definition of the Labour Relations Code and should therefore all be included in the Edmonton Firefighters bargaining unit. That definition reads:

- (o) "firefighters" means the employees, including officers and technicians, employed by a municipality and assigned exclusively to fire protection and fire prevention duties notwithstanding that those duties may include the performance of ambulance or rescue services;

The board rejected the City's position and held that:

The definition of "firefighters" does not extend to a situation in which one group of employees provides the fire protection and fire prevention duties and another group has duties that involve the provision of ambulance services. There would first have to be one group sharing the provision of those duties before a conclusion could be reached that all the employees in question were "firefighters". When a situation exists, such as in this case, of a distinct group whose duties are restricted to providing ambulance services, it is not possible to conclude that such a group are "firefighters".

As a result, the Board ordered that training officers and dispatchers do fall under the Edmonton Firefighters unit, because they are "firefighters" but that EMTs and paramedics do not. Therefore it ordered that the CUPE 3197 unit should continue, with the City as the new employer.

In doing so, it said:

In the absence of evidence of the intermingling of Paramedics and EMTs, with the fire/rescue employees, it appears to the Board that recognition should be given to the existing bargaining rights held by CUPE 3197 and that it remain as the bargaining agent for the unit of the City's employees comprising the Paramedics and the EMTs.

The department has fastened onto this statement and believes that, if it can show the Labour Relations Board that it is intermingling, i.e. moving to a dual role cross-trained work force, the Board will grant it a single certificate, eliminating the ambulance employees unit, and thus CUPE 3197's bargaining rights.

Moving to eliminate one Union, and to achieve a labour relations merger within the department is a big step. We were surprised to see this attempted, in the face of Council's mandate, by the expedient of advancing an argument in a Labour Board hearing. Such a change would force major change on the department by giving the Firefighters Union bargaining rights for all departmental employees. We would have expected a more open and planned approach, authorized by Council.

This position, although unsuccessful, offered departmental management a few attractions, although these are not motivations they admit. It would allow them to ask the Board to order a number of amendments to the Firefighter's collective agreement to accommodate the change. It would also alter the employee mix in the Firefighter's Union, possibly disrupting or displacing the incumbent executive. We see, in the current push for dual role cross-training, a desire to proceed again before the Board to follow-up on its comments about proof of integration.

The Board directed the Firefighter's Union and the City to negotiate terms to cover the newly integrated dispatchers and training officers. They made half-hearted efforts in March and April of 1996, but were soon writing to the Board to ask it to resolve the issues for them. The Union complained, in addition, that the City was proceeding unilaterally and dealing directly with employees rather than through the Union.

At a number of junctures in its proceedings the Board "... expressed its disappointment to the parties over their lack of success in carrying out the necessary bargaining." In one section, the Board described how the parties approached their discussion:

Since much of this evidence appeared merely to touch upon the lack of a meaningful relationship between the parties, it did not, in the Board's view, serve any useful purpose and, therefore, nothing would now be gained by setting forth the details of that evidence.

When the Board endeavoured to have the parties address the substantive issues, in order to determine what, if any, amendments to the EFFU collective agreement might be required, the evidence seemed to relate to one of two overly simplified propositions. Insofar as concerned the EFFU, no amendments, whatever, were necessary and the existing EFFU agreement should apply to the new bargaining unit members in its entirety. On the other hand, the City took the position that all of the items contained in its listing of bargaining proposals, that it produced on July 15th, necessitated amendments to the EFFU agreement.

It seemed to the Board that the evidence presented in support of these rather simple, but extreme, positions demonstrated the bargaining posture each of the parties had intended to adopt if and when they ever began to bargain over these matters. However, we were not convinced they represented the final positions of the parties.

This is a polite way of saying both sides were posturing. The Board then had to proceed itself to set some of the terms upon which the parties had failed to agree. A review of the Board's discussion on these items, which only cover a few employees, further illustrates the difficulties and complexity involved in trying to mix these two units. It had to deal with

- n) hours of work (since each contract had different shift provisions)
- n) clothing and equipment

- n) the maintenance of external registrations under the *Health Disciplines Act*
- n) the transition to EFFU benefit plans. In particular, passing reference was made to the costly question (from the employee's and the City's point of view) of coverage under the Firefighter's Supplementary Pension Plan and the need for the employees to purchase past service
- n) rates of pay
- n) seniority. On this point, the diametrically opposed positions of the parties, in respect of these few individuals, is only a precursor for the dispute that would arise in any effort to integrate all ambulance employees into the firefighter's seniority system.
- n) relief employees. The City sought to bring a part-time pool concept into the Firefighter's collective agreement, something the Firefighters have resisted vigorously for years.
- n) The creation of new ranks. The City asked the Board to accept its right to create new ranks of "Emergency Dispatcher" and "Senior Emergency Dispatcher". The Union said this was just the established "Fire Dispatcher" and "Captain Dispatcher" ranks in disguise and sought to have the Board restrain the City's actions.

On some points the Board told the City that it should try to obtain what it wanted through the ordinary course of collective bargaining. On the last point, it told the Union that it had a remedy through the grievance procedure. The Board was clearly saying what we are saying to the parties. Stop trying to use the Board (and several other processes) as a substitute for the customary labour relations tools. Put bluntly, the message was stop litigating and get down to proper bargaining.

The Firefighter's Union obviously did not like the Board's interim terms and conditions. It filed an application with the Labour Relations Board asking for a reconsideration of the decision based on a new argument, not advanced at the original hearing, that the Board had no legal authority to make its decision at all. The Board is now engaged in dealing with that argument.

## Training and standard operating procedures

Training within the department includes both the best and worst of what we observed. On the positive side, we were impressed with some of the planning being done by the Deputy Chief of Training, Development and Education at the ERD Academy, who has brought to inspired life upon his appointment only 1 \_ years ago a training program that had virtually expired. In the short time since that appointment and in spite of little understanding or commitment by much of management and inadequate funding, much has been achieved. The academy has:

- n) Accredited the FMR program for firefighters under the requisite Provincial authority.

- n) Instituted, in consultation with CUPE a comprehensive training and retraining program for EMS personnel.
- n) Set up 26 separate models for in-service firefighter training.
- n) Obtained critical care training for paramedics.
- n) Established training and retraining in ice rescue, water rescue, rappelling and CPR with biannual updates.
- n) Developed a fitness program for all firefighters in collaboration with the community of Alberta.
- n) Established an NFPA officer training program with collaboration of the firefighters union.
- n) Worked toward establishment of elite specialty stations for highly trained firefighters. This proposed program will likely have appeal to the paramilitary-minded younger firefighter.

The lack, even now, of any short - medium - or long-term business plan increases the Academy's difficulties.

On the other hand, we found the current training arrangements in the fire halls very unsatisfactory. We wish to say at the outset that ongoing training should be a major priority for this organization. Firefighters clearly have time available during their days and nights, given the standby nature of their work, to undertake considerable training. This training should cover not only routine firefighting work but related areas where firefighters might be used. It should also include complete familiarity with all the equipment the department uses in its work.

At present, the department is asking all firefighters to complete, over a two-year period, a series of modules in basic firefighting techniques. They are asked to do so by reading a book with a series of modules on the various aspects of firefighting. Once they have read the manual on each section, they write an examination in the station. If they pass, they move on to the next section of the book. If they do not pass they do the section over. We heard complaints about three aspects of this which caused us concerns and which no one in management was able to satisfactorily explain.

First, when employees write the various exams they received no feedback whatsoever about where they go wrong. They just get back a mark. Second, the book in question is an American book which set out ways of doing certain things that were contrary to what firefighters understand to be their instructions. There appear to have been few steps taken to coordinate what is being taught through this program with what is required for firefighting in Edmonton under Edmonton's standard operating procedures. We would have expected to see some attention paid to customizing the program to local rules and conditions. Third, there seems to have been little attention paid to letting firefighters know to what end they are taking the program. While they understand that it involves some form of accreditation, no firefighter could clearly explain to us what that actually involved. The department obviously got the work force going on this program with too little attention to communicating the department's goals and expected outcomes. This has created an unnecessary morale problem.

The approach to training firefighters on equipment usage, CPR and other basic workplace skills is less coordinated than appropriate. Some of the equipment in use is complex and needs regular practice with its features to maintain familiarity. Too

often we heard complaints of a lack of appropriate refresher training. Some in management blamed Captain's for failing to take responsibility for station-based training. There is no doubt a concern in the halls with management's decision to eliminate shift training coordinators and to reduce the training officers and the training programs offered at the training school. This is tied into the disputes about the EMS/Fire merger. However, if this responsibility has indeed moved to individual Captains, more work needs to be done to achieve consistent results.

## n Quints

An example of our training concerns involves the Quints, although these involve other issues than training. In 1996 the department purchased two new multi-function fire trucks called Quints. The Quint has an on-board tank of water, pumps, hoses and an aerial as well as ground ladders. It also has an array of rescue equipment. We heard a variety of concerns about the inherent functionality, training, cost and manning for these trucks. We also heard from some firefighters who, on balance, liked the units despite what they felt were some undeniable limitations.

The most commonly expressed rumour in the fire halls (and amongst some ambulance personnel) is that the Quints are too expensive, costing \$1.3 million Canadian. This is not true. Each Quint cost \$754,127.41 including the tools and supplies fitted by the department. Hose costs add an additional \$40,000 or so.

Training is a concern. The Quint is a new and complex piece of apparatus. Firefighters complain that they have been given too little instruction in the way the equipment is to be used and inadequate standard operating procedures. They also complain that, due to the number of 21R members rotating into Quint stations, firefighters going out on the Quints sometimes have had little or no instruction or practice in their use.

The Quint is a very heavy vehicle. It is currently deployed in two suburban stations servicing the city's outskirts. We are told it cannot be taken off pavement, and that on single lane or narrow roads parking the Quint effectively blocks access for more mobile vehicles. The vehicle size also restricts its access to some condominium units and similar residential areas. Its low clearance creates other maneuverability issues.

The Chief's hope is to purchase an additional seven Quints and use them in additional stations, replacing a pumper and an aerial truck. This concentration of use would make the access and maneuverability issues more acute. We are in no position to judge these technical questions. The independent observers we questioned, who had such knowledge, questioned the utility of these vehicles in a suburban setting. These views left us concerned that perhaps the labour savings anticipated were driving the choice of equipment, with too little attention to the suitability of the vehicle itself.

Certainly, the attraction of the Quint to the department is that it allows a four-person pumper crew and a two-person aerial crew (or a rescue crew) to be replaced with a five-person Quint crew. Firefighters generally believe that, while the Quint offers a variety of options at the fire scene, this is less impressive than it might be because once the equipment is set up for one use (say, aerial ladder) it cannot then be used for a second (say, as a pumper). Conversely, if they lay out pipe and set it up as a pumper, they cannot then move it into place for an aerial attack on the fire. In their view, while it gets a choice of equipment to the scene, it still only effectively delivers one usable option, and reduces the initial response crew from six firefighters to five.

There are a variety of technical objections to the Quints setup. Most of these problems seem correctable. It makes us wonder why the department did not form a committee of potential users to review some of the design details. This seems a waste of available experience and, more significantly, the chance to have a few champions for the new equipment to ease its introduction and facilitate early training activities.

Returning to the training question, firefighters have raised a number of questions about how to use Quints in the field, using the five person crew, or in the situation where a tanker goes out as well, with four persons. It is not unreasonable that the department's written standard operating procedures would cover these issues. More generally, employees have raised a number of concerns about safety at fire scenes, manning requirements and so on. The most notable examples of this are the manning concerns raised with the Safety Committee, which management dismissed as unrelated to safety, and more recently the concerns raised by the Senior Officers Committee. It is just such issues that need to be addressed based on an understanding of departmental requirements expressed through clearly worded standard operating procedures. Some in management conceded that these procedures need work and are being worked on.

We are not appropriate decision makers for these types of questions, which are technical and highly dependent on resource allocation decisions. We do believe employees are entitled to have the basic operating instructions set out in writing. This is an important component in training and in being familiar with the use of new equipment like the Quints. It is also important so that there is a clear point of reference against which performance questions can be judged, and for determining which of the instructions in the American training manual apply in Edmonton.

The development and ongoing revision of standard operating procedures is an area where labour management committees could do very useful work. To achieve that, the Union must accept that such committees are not an affront to their bargaining authority. Management must accept the Union's role in facilitating such an approach. Employees must recognize the employer's legitimate role in deciding on the allocation of resources, subject to collective bargaining, and once such decisions are made refrain from using such initiatives inappropriately to advance bargaining demands for stronger manning protections. Management, in turn, must recognize that operating procedures do raise safety issues which it must address seriously and which in some circumstances may become collective bargaining issues.

## Conclusions

The Emergency Response Department budget exceeds \$80 million dollars. Its mandate requires that it expend these resources as efficiently as possible so as to maximize public safety in the fire and pre-hospital emergency care areas. Its primary resource is the core of firefighters, EMTs and paramedics working for the department. Managing the service means managing those people, and that includes dealing with the labour relations relationships and the issues that inevitable arise.

Our review of the department and its performance over the last five years leads us to recommend that the department be restructured. We accept as a given that the two services will be managed within one department. The integration that has

already taken place, particularly in the dispatch area, would make this hard to reverse.

This department needs a strong injection of managerial expertise at the highest level. It needs to embark immediately on a proper planning process. It needs to build into its decision-making a set of performance goals and a review process to monitor how well those goals are met. It needs to adopt a communications strategy that is open, honest, timely and inspiring.

We believe the best way, and at this point the only way, to achieve this is for the City to separate the position of Chief from the position of General Manager. We recommend that the City immediately seek out for the department and appoint a General Manager who has demonstrated "turn around skills". This person needs to come from outside. He or she will have good people to work with and will find a number of senior people in the department who can blossom if given the freedom and responsibility to manage. He or she will also have to make some tough decisions. We believe all this can be accomplished within the resources currently allocated to the management of the department.

This person should be someone with the experience to manage managers effectively, and to balance competing interests. It must be someone:

- n) with the ability to require and to evaluate the business case for each proposal put forward.
- n) able to evaluate the persons now in management, and the management structure to streamline it for the job to be done.
- n) experienced in working in a unionized relationship and who understands and is adept at motivating employees at all levels.

We recommend that the City stick with its current mandate for the department which is to continue the fire/rescue service and the Emergency Medical Service as distinct disciplines. We envision these two services running as two separate divisions within the same department. As is the mandate now, they should be expected to fly in close formation. They should be expected to develop protocols for coordinating their activities so as to yield the best possible and most cost-effective service for the citizens of Edmonton.

In our view, the case for a dual role cross-trained work force has not been made out. Edmonton has an established fire/rescue and EMT work force. The next few years are not going to involve a high volume of turnover nor are they going to require substantial recruiting. The department's planning must take into account the skills, aptitudes and expectations of the employees currently on payroll. These employees display virtually no enthusiasm and a great deal of hostility to the idea of forced cross-training. This would, in our view, involve the department in more managerial challenges and labour relations challenges that it is equipped to handle.

There are successful dual role cross-trained forces. But they each have a unique history and there are failures and retreats back to single role systems as well. Edmonton is large enough that within the services there needs to be a degree of specialization. In our opinion, Edmonton should strive to have two first-rate services, working side by side, each with respect for the other's role and expertise.

Each of the two services needs a leader. In each case, the person must be someone experienced in the subject matters of fire fighting or emergency medical response. The person should be someone to whom the employees can look to for

leadership, advocacy for their service and fair administration of their conditions of service. These persons would be of equal status in the organization, each with operational authority for their own area. However, they would rely, for their support services, on staff reporting to the General Manager.

Housing the two services under one roof does require the brokering of interests, approaches and demands for resources. We recommend that the General Manager be the person responsible for this function. This requires a person who is demonstrably neutral between the services and who has the capacity to see through professional myths and assumptions. It requires someone with the business acumen to evaluate plans, proposals and directions not on the basis of vested interests or vague threats that "lives will be lost unless you do this and that" but on the basis of the objectively established merits of the proposal put forward.

We recommend that once the City has found the person for the job and given that person a mandate, Council refrain, so far as is possible, from involving itself in the day to day management of the department. Fire and ambulance service is an emotional and easily manipulated issue, from all sides. It is vital to the improvement of labour relations in this department that the parties return to appropriate labour relations roles and responsibilities.

If Unions can undercut management by making more headway in Council and in the press than in labour management meetings and negotiations, labour relations may again break down. If management can be relieved of its responsibilities by a Council eager to find solutions that it should expect management to find and be accountable for, management too will lose the habit of attending to its bargaining and management responsibilities.

Labour and management must return to using the appropriate processes of modern day labour relations to work out their relationships. When we say modern day labour relations, we mean adopting a style that recognizes the joint responsibility of labour and management for the success of an enterprise. It does not mean a return to a 1950's style of confrontational tactics with bargaining in the press, not at the bargaining table.

A modern workplace requires open communications. Not everything has to go through Union channels subject to Union control. Management's responsibility is to respect the Union's bargaining agency. To do so it need not abandon its right (and responsibility) to give leadership and direction to its work force.

The City can influence how it picks a General Manager and by so doing indicate its willingness to engage in a progressive, mutually respectful, joint problem-solving style of relationship with its employees and their unions. But the City can only go so far.

The two Unions also have a responsibility to decide on the style of relationship they are willing to engage in. It is not just up to the Union's executives, but to each and every member, because collectively they carry the responsibility for the way their representatives deal with management and thus for their own futures. If employees want a flattened form of management and high performance self-directed work teams equipped to serve the public need in the best possible way, they have to support a labour relations style that builds the trust necessary to make such an organization work.

Any new General Manager will have to watch carefully to see if the open participatory approach yields results. If not, tough managerial decisions will result, along with hard bargaining, using rather than putting off the labour relations processes available to effect change.

We urge a new General Manager to look immediately at the large number of labour relations issues outstanding with both the Firefighters Union and CUPE 3197. In each case, there should be a critical look at the merits of the issue, with the responsibility placed on those who suggest the matter go forward for assessing the merits, the risk, and the effect on relationships. We urge each Union to take the same approach, revisiting each outstanding grievance to see if it indeed has merit. We urge each Union to look to the overall picture, recognizing that you can win a battle and still lose a war. A victory in respect to a cost-saving measure may just lead to even less favourable savings on another front.

We urge all parties, as they do this, to meet together to explore compromise, consciously working to loosen up any black and white, win-lose attitudes. If the parties feel they need a facilitator to help with this, they should agree among themselves to get the help they need. However, they should be cautious to avoid turning their problems over to third parties. They must learn to work their own processes.

DATED at the Edmonton, Alberta on May 2, 1997.

HONOURABLE DOUGLAS R. MATHESON, Q.C.

---

ANDREW C.L. SIMS, Q.C.

---

## Appendix 1 Firefighter working conditions

### n The platoon system

The bulk of Edmonton's firefighters work in the 23 fire stations on a 4 platoon system with 4 platoons (or "shifts") of firefighters rotating through a schedule to provide 24 hour per day coverage. Employees on each platoon work for 10-hour day shifts, from 8:00 a.m. until 6:00 p.m., and 14-hour night shifts, from 6:00 p.m. until 8:00 a.m. They work 2 days and 2 nights, have 6 days off, then work 2 more days and 2 more nights and then have 2 days off, after which they repeat the cycle.

Firefighters are on call at all times. However, in the late night hours the firefighters on the night shift are entitled to sleep and have accommodation for that purpose in each hall. Firefighters are allowed to swap shifts with each other

### n Wage rates

Firefighters make the following basic annual salaries.

Firefighter	Probationary/1st year	\$29,246
	2nd year	\$34,121
	3rd year	\$38,995
	4th year	\$43,870
	5th year	\$48,744
	Over 10 years seniority	\$51,183
Lieutenant		\$55,568
Captain		\$60,931
District Chief	* No longer used	\$67,756

We have only included the fire suppression service ranks. There are additional titles and analogous pay levels for those working in other areas such as inspection, communications and training.

Overtime is paid at double time, and callouts receive a minimum two hours' pay. Service pay adds an extra \$60.00 per year for each five years of accumulated service. Work done between 6:00 p.m. and 8:00 a.m. attracts a further 35\_ per hour premium. For those working the platoon system this adds another \$400.00 per year. Vacation entitlement is 12 shifts after three years' service, 16 shifts after 8 years, 20 shifts after 20 years and 24 shifts after 24 years.

Until a few years ago, all firefighters on the platoon system worked on statutory holidays and were paid statutory holiday pay in lieu of taking those days off. This meant an additional payment for the 12 designated holidays at 12 hours pay per holiday which yielded an additional 6.6% of base salary. In 1994, the City introduced a statutory lieu day program.

### Ranks and the seniority system

Firefighter job descriptions follow a rank system. Firefighter collective agreements for decades have provided for movement through the ranks based on seniority.

While there are a series of specific job titles which vary from branch to branch, they all reflect this basic rank structure. Recruits serve a one year probation. Thereafter, they move through pay scales that reflect their first few years of service. The second rank is Lieutenant, followed by Captain. There is a Captain in charge of each fire hall on each platoon. The number of Lieutenants is a matter in dispute and is based on the equipment allocated to each hall. The next rank used to be District Chief, but has now been eliminated in favour of a new Battalion Chief.

To move through the ranks, firefighters have to pass qualifying exams. Once they pass such an exam they join an eligibility list for promotion. Promotions occur from this list in order of seniority. This is still true up to the Captain's rank. Part of the way people prepare for promotion is to act in the capacity of the next rank. Persons eligible for Lieutenant will act as a Lieutenant when the incumbent is away. The same is true for Captains and used to be true for District Chiefs. Acting in a senior capacity also involves premium pay.

#### n Pension plans

Firefighters participate in the provincially administered Local Authorities Pension Plan. There is also a supplemental pension plan. This allows firefighters to retire earlier than the 85 rule (age 55 plus 30 years of service) under Local Authorities. In essence, it allows the Firefighter to retire on full pension at either age 55 or after 30 years of service without the need for the combined total of 85. The supplemental plan also gives some additional benefits.

#### n Supplementation of compensation

Alberta's *Workers' Compensation Act* provides firefighters with no-fault income continuance in the event of workplace injury. In addition, the Union has negotiated for a supplementation of compensation provision that tops up the Workers' Compensation Board benefits to 100% of whatever the employee would have earned as a firefighter. In the event of an injury causing permanent partial disability, the WCB would grant a pension based on the degree of loss. This would only be to the maximum payable under that Act, which is less than the income earned by the average firefighter, and which, being based on a percentage disability concept, may be less than the employee's actual loss of income (although the extent to which this is true may have changed now that WCB calculations are switching more to an income loss basis and away from a percentage of physical impairment basis). The supplementation arrangement tops this up so that the employee suffers no income loss, although income from alternative employment is deducted from what the City is obliged to pay.

## Appendix 2 Ambulance employee working conditions

### n Professional registration

Edmonton's ambulances operate partly as Basic Life Support units ("BLS") and partly as Advanced Life Support ("ALS"). The difference is in the training of the two persons assigned to those ambulances, the former being staffed with Emergency Medical Technicians (EMTs) and the later with paramedics.

EMTs must complete a course of studies at a community college of about 400 hours duration, serve an ambulance practicum, a hospital rotation and satisfactorily complete an examination prescribed by the Health Disciplines Board. They must register under the Health disciplines Act and, once registered must adhere to the standards of professional conduct and competency set by the Alberta Prehospital Professions Association (AFFA). They are subject to discipline by the Association and by the Health Disciplines Board.

Registration as a paramedic requires training as an EMT and a further two year course of study at a Technical Institute of about 2,000 hours duration, an ambulance practicum, a further hospital rotation and the completion of an examination set by the Health Disciplines Board. Upon registration the paramedic is subject to discipline and professional standards in the same way as an EMT

Both EMTs, as part of their professional status must maintain their professional standing. Permanent employees get 40 hours paid training per year, although there is currently a dispute about when this is to be taken. There are accommodations made for those in training at NAIT and the City pays tuition and half the costs of books for those it selects to enroll in the paramedic program.

EMTs and Paramedics are part of the patient care system and are obliged to carry out some activities under the supervision of a physician. They also have responsibilities for documenting the patient care they provide.

### n Casual employees

Unlike firefighters, not all ambulance personnel have permanent appointments. The City uses a proportionately large number of casual (non-permanent) employees.

### n Platoon system

Ambulance crews, like firefighters, work a 10-hour day shift and a 14-hour night shift. However, unlike firefighters, they work 2 day shifts, 2 night shifts then have 4 days off. Not all crews start at the same time. By staggering the start and finish times (between 6:00 a.m. and 9:00 a.m. and then 4:00 p.m. and 7:00 p.m.) it is easier to maintain city-wide coverage.

While ambulance workers do have stations where they can report and where they are allowed to sleep at night, their connection to individual halls is far more tentative than firefighters. First, they spend a great deal more time on the road

because of the number of calls they receive, particularly at night. Second, they operate on a roving dispatch system. They are moved about the City as needed to provide maximum coverage. This means they will not necessarily report to the same station when they return from a call.

In addition, the City uses some peak load ambulance crews. These crews work two 12-hour shifts starting at 9:00 in the morning and then two 12-hour night shifts starting at 3:00 p.m. This gives added coverage during the days and early evenings with reduced coverage at night.

n Wage rates

EMT - As begin at \$15.04 per hour and advance through a 7-step grid to an end rate of \$19.89 per hour after, advancing one step every 2190 hours of service (about one year working full-time).

Paramedics (EMT-Ps) begin at \$17.90 per hour and advance through the same seven steps to an end rate of \$23.46.

Classification:	Level	Rate - Annual	Rate - Hourly
EMT-A	STA	\$32,938	\$15.0
	RT	\$34,142	4
	I	\$35,368	\$15.5
	II	\$37,580	9
	III	\$38,938	\$16.1
	IV	\$40,318	5
	V	\$43,559	\$17.1
	VI		6
			\$17.7
			8
		\$18.4	
		1	
		\$19.8	
		9	
EMT-P	STA	\$39,201	\$17.9
	RT	\$40,625	0
	I	\$42,092	\$18.5
	II	\$44,720	5
	III	\$46,318	\$19.2
	IV	\$47,939	2
	V	\$51,377	\$20.4
	VI		2
			\$21.1
			5
		\$21.8	
		9	
		\$23.4	
		6	

Transfer classifications and rates of pay are as follows:

EMT-P \$12.00/hour

EMT-A \$11.00/hour  
EMR \$10.00/hour

Overtime is paid at double time with a minimum three hours for call outs (although time off in lieu of overtime is allowed so long as a qualified straight time replacement is available). Work done between 6:00 p.m. and 8:00 a.m. attracts a \$.75 per hour premium.

Vacation entitlement is initially 12 shifts per full year, increasing to 16 shifts after six years and 20 shifts after 12 years.

n Seniority and promotions

EMTs and paramedics are hired based primarily on their professional qualifications receiving primarily external rather than internal training. The collective agreement provides for seniority, but it has only some impact on promotions. The agreement provides that,

in making promotions, ... the determining factors shall be an employee's skill, training, qualifications, work history and job knowledge. Where two (2) or more employees are relatively equal, with respect to all of the aforementioned, then seniority shall be the deciding factor.

n The Local Authorities Pension Plan

Ambulance employees participate in the Local Authorities Pension Plan and have no supplementary pension arrangements. However, in the last round of negotiations the parties agreed that

The nature of the profession is such that the present pension may not meet the need for early retirement. Therefore, during the life of this collective agreement, the parties will jointly explore and discuss pension options.

Ambulance employees have a supplementation of compensation benefit, but not in terms as comprehensive as that for firefighters.