

SOURCE	CITY		
EFF.	94	01	01
TERM.	94	12	31
No. OF EMPLOYEES	4129		
NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF HAMILTON

AND

HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

January 1, 1994 to December 31, 1994

JAN 28 1997

0769 5603

COLLECTIVE BARGAINING AGREEMENT
HAMILTON PROFESSIONAL FIRE FIGHTERS

<u>Article</u>	<u>Page</u>
1. Scope	2
2. Employer Responsibility	2
3. Association (Hamilton Professional Fire Fighters) Responsibility	3
4. Hours of Employment	4
5. Overtime Compensation	5
6. Pay for Acting Rank	6
7. Annual Vacations	6
8. Separation Vacation Pay on Retirement or on Separation from Service	8
9. Statutory Holidays	9
10. Maintenance of Membership	10
11. Sick Leave, Pension and Group Medical and Hospitalization Plans and Group Life Insurance Plan By-Law 8223 as amended	10
12. Occupational Disability	14
13. Leave of Absence	14
14. Promotions, Seniority and Transfer	15
15. Uniforms and Equipment	17
16. Discipline	17
17. Grievance Procedure	17
18. Arbitration Clause	19
19. Long Service Pay	20
20. Lay OFF Procedure	21
21. Wages	21
22. Job Descriptions	22
23. Technological Change	23
24. Miscellaneous	23
2s. Duration	23
Schedule "A" - Wage Schedule	25
Schedule "B" - Clothing	28
Schedule "C" - Promotional Policy	33
Schedule "D" - Platoon Schedule	44
Schedule "E" - Mtce. of Fire Stations	56
Schedule "G" - Extended Medical	57
Schedule "H" - Dental	64
Letters of Understanding	68
Minutes of Settlement	70

1994 COLLECTIVE AGREEMENT

HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

AGREEMENT MADE IN TRIPPLICATE THIS DAY of 1994,

between

THE CORPORATION OF THE CITY OF HAMILTON
(hereinafter called the "Employer")

OF THE FIRST PART

-AND-

THE HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, privileges, working conditions and remuneration respecting the employment of the fire fighters employed by the Employer.

NOW THEREFORE THIS AGREEMENT WITNESSETH -

1. SCOPE

1.1 The provisions of this Agreement shall apply to the fulltime fire fighters of the Hamilton Fire Department as defined by the Fire Departments Act.

2. EMPLOYER RESPONSIBILITY

2.1 The Employer recognizes the Hamilton Professional Fire Fighters Association, and its duly appointed or elected committee as the exclusive bargaining agency for all employees coming within the scope of this Agreement.

2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any employee because of Association membership.

- 2.3 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 2.4 The Employer agrees that this Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within sixty (60) days after the date of signing of this Agreement, with the costs shared by both parties to this Agreement.
- 2.5 No person outside the Bargaining Unit herein described shall perform the work customarily and regularly performed by the employees of the Bargaining Unit except in the case of a natural or National Emergency.

3. **ASSOCIATION (HAMILTON PROFESSIONAL FIRE FIGHTERS) RESPONSIBILITY**

- 3.1 The Association agrees that there shall be no interference with the Employer's business, and to this end the Association will take affirmative action to prevent an employee from engaging in such practice.
- 3.2 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives, and employees represented by the Association, and pledges that it, each of its duly authorized officers and representatives, and employees represented by the Association will observe the provisions of this Agreement.
- 3.3 The Employer agrees that By-law 68-34 (Sections 13 to 20 inclusive) of the Employer insofar as it relates to the working conditions of fulltime fire fighters as defined by the Fire Departments Act shall not be amended without the consent of the Association.
- 3.4 All employees coming within the scope of Schedule "A" shall be retired on becoming 60 years of age. Employees coming within the scope of By-law 7970 and amending By-law 70-349 shall be entitled to retirement after 35 years of service in accordance with the provisions of the By-law.

4. HOURS OF EMPLOYMENT

All employees shall be divided into the following divisions, namely, the Firefighting Division, the Fire Prevention Bureau Division, the Communications Division, the Vehicle and Mechanical Repair Division, the Training Division, and the Administration Division.

- 4.1** (a) Employees in the Fire Prevention Bureau, the Training Divisions and Administration shall work a schedule that is to normally apply throughout each year which shall fall between the hours of 0800 and 1700 hours Monday to Friday, or any other schedule as may be necessary from time to time on an occasional basis due to the nature of the operations of the employer. Such schedule shall not exceed forty hours per week.
- (b) The employer agrees to implement in the Communications division no later than January 1, 1990 for a trial period of one year, the 2 hour shift schedule provided by the Association. Such schedule shall average forty two hours per week. The parties agree to review the trial results in October, 1990. The Communications Officer shall work Monday to Friday between the hours of 0800 and 1600. Such schedule shall not exceed forty hours per week.
- (c) Employees in the Vehicle and Mechanical repair divisions shall work a schedule that is to normally apply through each year which shall fall between the hours of 0800 and 2359, Monday to Friday. Such schedule shall not exceed forty hours per week.
- (d) Employees in the Firefighting Division shall be required to work a two (2) platoon system, consisting of ten (10) hour day shifts (0800 hours to 1800 hours) and fourteen (14) hour night shifts (1800 hours to 0800 hours) an average of forty-two (42) hours per week. The schedule of the two (2) platoon system which is in force as of January 1, 1979 shall be known as Schedule "D" appended to this Agreement, which shall form part of this Agreement.
- 4.2** Subject to Article 4.1, the Chief of the Fire Department shall assume the sole responsibility for the scheduling of working hours. Such scheduling to provide for an equitable distribution of shifts and days off compatible with the efficient operation of the Fire Department.

4.3 It is agreed and understood that the average number of hours worked per week as outlined under **4.1 (b)** and **4.1 (d)** constitutes an average forty-two (**42**) hour week and each and every employee covered by **4.1 (b)** of ~~this~~ Agreement shall be required to work an average of forty-two (**42**) hours per week.

4.4 It is understood that nothing in the above schedule of hours of labour will prevent a proper ~~officer~~ granting the request of any two (**2**) employees to change shifts or days ~~off~~.

4.5 The hours of work in the various Divisions of the Hamilton Fire Department to be set ~~out~~ in the Agreement between the parties for the year 1979 and to continue in all subsequent Agreements unless changed by mutual agreement between the parties or as a result of ~~an~~ arbitration award.

4.6 It is agreed and understood that employees have a replacement period ~~of up~~ to **45** minutes before the commencement of each ~~shift~~.

It being understood that such replacement will **only** be official and recognized when it ~~has~~ been duly logged by the Duty Officer.

5. OVERTIME COMPENSATION

5.1 An employee ~~who~~ is required to work or to be on duty in excess of ~~thirty~~ (**30**) minutes beyond his/her regular scheduled hours of work shall be paid at the rate of time and one-half (**1 1/2**) for such overtime work or duty, if eligible as set ~~out~~ below. ~~Payment~~ shall ~~be~~ made on the first pay following such time worked.

The following ~~types~~ of work and duty will be eligible for overtime payment:

- (a) Court time (~~see~~ article **5.3**)
- (b) Promotional Board meetings
- (c) Medicals by the City ~~Medical~~ Examiner that are required other than the ~~annual~~ medical examination
- (d) Any on-duty ~~work~~, meetings, etc. that is required (i.e. arson confirmation, fire inspection procedures, Health & Safety Committee, etc.)

The following **types** of work and duty will not be eligible for overtime payment:

- (i) **Off** duty time spent in completing written, practical, and oral examinations to qualify the member to advance from one **rank** to another.

Efforts will be made to ensure that wherever reasonable such examinations will be scheduled during working hours.

- (ii) Medical examinations required while a member is on compensation.

5.2 **An** employee who is required to work or be on duty during hours other than the employee's normal **scheduled** hours of work, shall be paid at the rate of time and one-half (1 1/2) for such overtime work or duty.

5.3 **An** employee who is required to attend Court during off duty hours (as opposed to an extension of his/her regular **scheduled** hours as specified in Article 5.1) shall be paid at the rate of time and one-half (1 1/2) for such time in attendance with a four (4) hour **minimum**.

6. PAY FOR ACTING RANK

6.1 Each employee who is required, by authority of the Chief of the Fire Department, to **act** in the **capacity** of a higher **rank** shall be paid the rate of such acting rank in respect of all days thus worked. Payment shall be made on the first pay of each month.

7. ANNUAL VACATIONS

7.1 **An** employee shall be granted, except as **otherwise** expressly provided herein, an **annual** vacation with pay in the calendar **year** covered by **this** Agreement according to his/her aggregate credited service **calculated** as follows:

7.2 Employees in the employ of the Employer who have completed one (1) year of continuous service in ~~that~~ calendar year shall receive **two (2)** weeks vacation with pay.

7.3 Employees in the employ of the Employer who have completed ~~three~~ (3) **years** of continuous **service** in the calendar year shall receive three (3) **weeks** vacation with pay.

- 7.4** Employees in the employ of the Employer who have completed seven (7) years of continuous service in that calendar year shall receive four (4) weeks vacation with pay.
- 7.5** Employees in the employ of the Employer who have completed fifteen (15) years of continuous service in that calendar year shall receive five (5) weeks of vacation with pay.
- 7.6** Employees in the employ of the Employer who have completed eighteen (18) years of continuous service in that calendar year shall receive five (5) weeks and one (1) day vacation with pay.
- 7.7** Employees in the employ of the Employer who have completed nineteen (19) years of continuous service in that calendar year shall receive five (5) weeks and two (2) days vacation with pay.
- 7.8** Employees in the employ of the Employer who have completed twenty (20) years of continuous service in that calendar year shall receive five (5) weeks and three (3) days vacation with pay.
- 7.9** Employees in the employ of the Employer who have completed twenty-one (21) years of continuous service in that calendar year shall receive five (5) weeks and four (4) days vacation with pay.
- 7.10** Employees in the employ of the Employer who have completed twenty-four (24) years of continuous service in that calendar year shall receive six (6) weeks vacation with pay.
- 7.11** Employees in the employ of the Employer and have completed twenty-seven (27) years of Continuous service in that calendar year shall receive seven (7) weeks of vacation with pay.
- 7.12** Notwithstanding the schedule of vacation leave above noted, vacation entitlement in the year of termination shall be:
- (i)** an employee who was employed by the Employer after January 1, 1981 who has been granted and taken vacation before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave calculated pro rata, deducted from his/her termination pay;

- (ii) an employee who was employed by the Employer before January 1, 1981, shall, in his/her terminating year only, be considered as having earned his/her full vacation entitlement for that year regardless of his/her anniversary date.
- 7.13 An employee's vacation period and pay shall be based on his/her standard work week and his/her standard rate of pay plus service pay as applicable.
 - 7.14 An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another.
 - 7.15 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation, the additional day or days to be granted at such time as may be agreed upon by the Fire Chief.
 - 7.16 The Chief is to assume the sole responsibility for the scheduling of vacations based on the present seniority policy.
 - 7.17 All vacations granted in any given year shall be based on length of continuous service at work on the books of the Employer as a regular employee in the previous calendar year.
 - 7.18 For the purposes of calculating vacations, one (1) week of vacation will consist of Seven (7) calendar days, a two (2) week vacation of fourteen (14) calendar days etc.

8. SEPARATION VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

- 8.1 An employee who retires within the provisions of the Pension By-law or Compulsory Retirement By-law; or on separation from service, shall be paid separation vacation pay. Therefore, an employee who has qualified under Article 7 for one of the vacation entitlements set out below shall in the year in which he/she retires or separates from service with the Employer be entitled to that vacation entitlement, plus service pay as applicable, plus Separation vacation pay being the relevant percentage of earnings, exclusive of overtime, calculated on the basis of the following:
 - (i) separation vacation pay entitlements, for year of separation for persons employed by Employer after January 1, 1981, shall be the relevant percentage for the period between the employee's last anniversary date (immediately preceding the date the employee separates) and the date the employee actually separates from employment with the Employer;

- (ii) separation vacation pay entitlements, for persons employed by the Employer before January 1, 1981, shall be the relevant percentage of earnings for the period January 1, in the year of separation to the effective date of separation.

Vacation Entitlement	Separation Vacation Pay
7 weeks	14.0%
6 weeks	12.0%
5 weeks + 4 days	11.6%
5 weeks + 3 days	11.2%
5 weeks + 2 days	10.8%
5 weeks + 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

- 8.2 Should death occur to an employee any unpaid vacation money will be paid to the estate of the deceased employee.

9. STATUTORY HOLIDAYS

- 9.1 (a) In lieu of each of the following Statutory or Proclaimed Holidays, that is, New Year's Day, Heritage Day (being the 3rd Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and such other Civic Holidays as may be proclaimed by the Mayor, each employee coming within the scope of this Agreement, shall be entitled to an additional day off with pay.

Lieu days to be scheduled by the Fire Chief so as to provide for equitable distribution of time off. Effective as of August 28, 1978, a lieu day for employees covered under 4.1 (a) shall consist of eight (8) hours off duty whereas a lieu day for employees covered under 4.1 (b) and 4.1 (d) shall consist of either ten (10), fourteen (14) or (12) twelve hours off duty.

- (b) All employees in Divisions working a regular Monday to Friday day shift shall be entitled to two Floating Holidays in each year in lieu of Remembrance Day and Heritage day.

- (c) The employer agrees to continue its practice of allowing the day shift workers the option of **taking** 1/2 lieu days.

10. **MAINTENANCE OF MEMBERSHIP**

10.1 All employees of the Hamilton Fire Department who are now members of the said Hamilton Professional Fire Fighters Association shall remain members of the said Association, and new employees of the Department shall become members of the Hamilton Professional Fire Fighters Association within seven (7) months of the date of the commencement of their employment.

10.2 Upon the written request of each ~~member~~ employee, the Employer agrees to deduct Association contributions ~~from~~ each member employee's ~~salary~~ each pay date and remit the amount deducted to the Treasurer of the Association. The written request shall be in a form agreed upon by the Employer and the Association.

1. **SICK LEAVE, PENSION, GROUP MEDICAL, DENTAL AND HOSPITALIZATION PLANS, AND GROUP LIFE INSURANCE PLANS** ~~AND~~ **8223 as amended**

11.1 (a) Employees covered by ~~this Agreement~~ are entitled to such benefits in the matter of Sick Leave, Pensions, Group Medical, Dental and Hospitalization Plans & Group Life Insurance Plans as are granted by the City Council. Sick Leave and Pension By-laws as they presently apply are to be considered as ~~part~~ of ~~this~~ Collective Agreement.

(b) (i) The provisions of By-law ~~No. 78-106~~ (an amendment to By-law ~~No. 7970~~) shall have effect ~~from~~ and as of January 1, 1977.

(ii) The parties agree that the provisions of By-Law #91-089 of The City of Hamilton ~~respecting~~ Legal Indemnification of Employees is included by reference in the Collective Agreement.

(c) Effective January 1, 1982:

- (i) Employees covered by **this** Agreement who are members of the Hamilton Municipal Retirement Fund who die or retire shall be entitled **to** the basic survivor benefit similar **to** the Ontario Municipal Employees retirement system unless prior **to** their death or retirement they have elected any one of the existing options available in the Hamilton Municipal Employees Retirement Fund, together with the additional option of **an** unreduced ten **(10)** year or fifteen **(15)** year guarantee.
- (ii) (a) Effective January 1, **1983**, pension contributions paid by those members in the Hamilton Municipal Retirement Fund **shall** be adjusted to **6 1/2%** of earnings up **to** the Y.M.P.E. **as** defined in the Canada Pension Plan and **8%** of earnings above the Y.M.P.E. Such contributions shall be adjusted from time to time to reflect any changes **that** may occur in the O.M.E.R.S.' rates.

(b) Effective January **1, 1990**, all retired members of the H.M.R.F. will receive cost of living **increases**, in accordance with any such **increases** approved by the O.M.E.R.S. Board.
- (iii) It is agreed that should the H.M.R.F. Plan be merged with the OMERS Plan the above conditions shall continue to apply for all present members of the H.M.R.F. on active duty with the Hamilton Fire Department **as** of January **1, 1983**.

11.2 The Employer **agrees to** maintain and pay one hundred percent **(100%)** of the present and future **cost** of the designated hospitalization plan and medicare plan (O.H.I.P.). It is agreed, **that** all benefits in the above plans shall remain in effect during the life of **this** Agreement. If any improvements in any of these plans come into effect during the life of the Agreement, they shall be **passed on to** the Association at the expense of the Employer. It is agreed that during the life of **this** Agreement, an improvement is granted other Corporation employees in such plans, it will be forthwith granted those covered by **this** Agreement at the expense of the Employer.

11.3 The Employer shall pay the full **cost** of the **premiums** of a group life insurance plan for all employees **who** have worked for the Employer continuously for sixty **(60)** working days. Benefits under the plan shall be equal to **two (2)** times the employee's **annual** basic wage rate **to** the nearest one thousand dollars.

11.4 The Employer shall pay the full cost of the premiums of the Canada Life Extended Medical Plan, including semi-private coverage and drugs, for all employees, as outlined in the Minutes of Settlement dated **85/11/21** attached.

11.5 The Employer shall pay the full cost of the premiums of the Canada Life Extended Medical Plan, including semi-private coverage, drugs and vision care (vision care plan coverage - effective upon ratification **\$250.00** once in every twenty-four (**24**) consecutive months), for all employees, as detailed in the attached Schedule "G".

The following optional paramedical services qualify as charges but only to the extent that they are duly qualified in accordance with the laws of the Province in which they are practising within the **scope** of their licence.

Chiropractors
Osteopaths
Chiropractists or Podiatrists

Charges for diagnostic X-rays and laboratory fees ordered by any of the above.

The maximum charge for each visit is not to exceed the schedule of fees approved by the Association of which the practitioner is a member, and where there is no approved schedule of fees, the charge must be reasonable.

The maximum is **\$400.00 per person** per calendar year.

11.6 The Employer shall pay the full **cost** of the Canada Life Dental Plan as detailed in the attached Schedule "**H**".

11.7 The Employer shall pay for charges for hearing aids prescribed by legally licenced Otolaryngologist up to **three** hundred dollars (**\$300.00**) in any **three** (3) consecutive calendar ~~years~~ for each **insured** person.

11.8 Effective **January 1, 1986**, the Employer will pay **100%** of the cost of providing each retired member and **spouse**, or widow or widower, until he/she attains the age of **65** with the following **coverage**:

- (a) Ontario Health Insurance Plan
- (b) Canada Life Extended Medical Plan
- (e) As detailed in the attached Schedule **H**

NOTE: (1) **B** and **C** shall be administered by Blue **Cross**

(2) Retired shall mean retirement as set out in:

- (i) H.M.R.F.
- (ii) O.M.E.R.S.

and shall include retirement because of disability as described in those plans.

(3) The foregoing shall apply to employees of the Hamilton Fire Department who have retired after January 1, 1985, with the exception of those who have taken employment elsewhere, and are eligible for benefit coverage through another employer.

11.9 The Employer shall pay the full cost of the premiums of a life insurance plan that provides five thousand dollars (\$5,000.00) coverage for each member's spouse and three thousand dollars (\$3,000.00) coverage for each member's dependent child.

11.10 The Employer shall pay the full cost of the premiums of a Accidental Death and Dismemberment Policy equal to two (2) times the employee's annual basic wage rate to the nearest one thousand dollars.

11.11 The members of the Association agree to waive their right to their Unemployment Insurance Rebate.

11.12 The Employer shall provide a permanent partial disability plan for all members of the H.M.R.F. and O.M.E.R.S. plans.

The Employer and the Association to agree to the definition of permanent partial disability prior to implementation of the coverage.

11.13 The Employer will pay 100% of the cost for a deceased member's widow or widower and dependant children with the following coverage:

Blue Cross Extended Health
Dental Plan

The exception to the foregoing are as follows:

- (a) Benefit coverage through another employer or
- (b) Benefit coverage through new spouse or

- (c) Widow/Widower attains the age of 65
- (d) Dependant children attain age 18
- (e) Dependant children attain age 25 if in attendance at school/university.

12. OCCUPATIONAL DISABILITY

- 12.1** Employees of the Hamilton Fire Department elect to accept the provisions of the Workers' Compensation Act of Ontario and the benefits provided thereunder in accordance with the provisions of that Act, provided, however, that where any difference **arises** between the parties **as** to recurring injury, such difference shall be **submitted** to the Workers' Compensation Board of Ontario for adjudication which shall be final and binding upon the parties hereto.
- 12.2** Any employee of the Hamilton Fire Department who suffers an occupational injury **as** adjudicated by the Workers' Compensation Board and who has elected to accept and is in receipt of a wage or *salary* award thereby, shall receive the difference in *salary* between the wage or *salary* award of the Workers' Compensation Board and the normal *salary* or wage **he/she** would have received during the **working** period of **his/her** disability without deductions from the employee's **accumulated** sick leave time. Employees in receipt of the benefits herein provided shall **be** paid their combined *salary* and benefits hereunder by the Employer **on** regular pay dates, and the Employer and employee **affected** shall execute and deliver all such further directions, assignments and **assurances as** shall be requisite and necessary to give effect thereto.

13. LEAVE OF ABSENCE

- 13.1** Employees **requesting** time off for the purpose of attending Labour Conventions or such other Association **activity** not directly related **to this** Agreement, shall **be granted** such **time** off **without** pay subject to the approval of the Fire Chief, but **this** provision shall not be deemed to restrict an employee from requesting the permission of the ~~Fire~~ Chief,
- (a) to **use** lieu days and vacation time for such a purpose, or
 - (b) to arrange for **a** substitute in **his/her** place

- 13.2** Members of the Bargaining Committee shall be granted time off with pay for attendance at meetings with Employer Officials called for discussion of grievances in connection with ~~this~~ Agreement or during discussions with Officials of the Employer relative to the making of a new Agreement.
- 13.3** All employees shall be allowed up to ~~three~~ consecutive calendar days leave of absence, without loss of pay, in the event of a death in the immediate family. Members of the immediate family shall be defined ~~as~~: **spouse**, child, step-child, parent, parent-in-law, sister or brother, grandparent or grandchild, brother-in-law, or sister-in-law and step-parents. Such leave shall be taken for the purpose of attending the ~~funeral/memorial~~ service, or at the time the employee receives notification of the death.
- 13.4** No provision of the foregoing Sections shall restrict members of the Association from attending the Canada Labour College.
- 13.5** Maternity leave shall be ~~granted~~ pursuant to the provisions of The Employment Standards Act, R.S.O. 1980, Chapter 137, ~~as~~ amended from time to time.

14. PROMOTIONS, SENIORITY AND TRANSFER

- 14.1** All recommendations for promotion shall be based upon a policy of promotion ~~as~~ annexed hereto and designated ~~as~~ Schedule "C".
- 14.2** Notice of vacancies ~~shall~~ be posted for a period of not less than seven (7) days prior ~~to~~ permanent filling of the positions.
- 14.3** In ~~determining~~ an employee's length of ~~service~~ for seniority purposes, computation will ~~begin~~ on the date the employee ~~began~~ work. Former employees ~~re-entering~~ the service after continuity of service ~~has~~ been broken for any ~~reason~~ (Her Majesty's Service excepted) shall be considered new employees, and seniority shall ~~start~~ ~~as~~ of the date they re-enter the service.
- 14.4** (a) Members who are ~~transferred~~ from one Division ~~to~~ another Division shall not transfer the ~~rank earned~~ in the Division from which they are being transferred.
- (b) Members of the Fire Fighting Division ~~who~~ transfer to another division shall progress through the ~~ranks~~ for periods of six (6) months until he/she attains his/her previous rank.

- (c) Members of the Fire Prevention Bureau, Communications Division, The Vehicle and Mechanical Repair Division, Administration Division, and Public Relations Division, who transfer to the Fire Fighting Division shall progress through the **ranks** for periods of twelve (12) months until he/she attains his/her previous **rank**.
 - (d) Members of the Fire Prevention Bureau, Communications Division, The Vehicle and Mechanical Repair Division, Administration Division, and Public Relations Division, who transfer to Divisions other **than** the Fire Fighting Division shall progress through the ranks for **periods** of six (6) months until he/she attains his/her previous rank.
 - (e) A Member who transfers and **returns** to a **former** Division where the member once worked shall reassume the rank that was previously held in that Division.
 - (f) With respect to transfer requests, it is expressly understood by the parties that it is within the sole discretion of the Chief to accept or reject any request for a transfer. The exercise by the Chief, of **his** discretion with respect to transfer requests, shall not be done in a manner which is arbitrary or in bad faith.
- 14.5** Any position **in** the Fire Department which becomes vacant by reason of retirement, death, resignation or dismissal of an employee shall be filled within one hundred and twenty (120) days.
- 14.6** All new employees shall serve a probationary **period** of twelve (12) months. New employees (i.e. hired **from** outside the **Fire** Department) in the classifications of Divisional Chief of Administration, Public Relations Officer, Chief Mechanical Officer and Mechanic will be paid at 90% of the job rate for the probationary **period**.
- 14.7** Transfers **to** the Storekeeper classification **after** the ratification of **this** Agreement shall **be** on the basis of the **incumbent being** paid at the rate of Storekeeper II for a **period** of **three** (3) months. **On** satisfactory completion of the three month period noted above, the incumbent shall **be** paid at the rate of Storekeeper I. Should the transfer be of a rank lower than Storekeeper I, the **transfer** shall be to the next lower rank in the Storekeeper classification under the same conditions **as** noted above and then the orderly sequence **as** set out in Schedule "A" shall be maintained.

15. UNIFORMS AND EQUIPMENT

- 15.1** All Fire Department Personnel shall be supplied with uniforms ~~as~~ contained in Schedule "B" appended ~~to this~~ Agreement, which schedule shall form part of this Agreement.
- 15.2** All articles of clothing and equipment supplied to Fire Department personnel shall have the Union label attached thereon, whenever possible.

16. DISCIPLINE

- 16.1** ~~Warnings~~ or suspensions, for reasons other than irregular attendance, presently appearing on an employee's ~~history~~ card prior to November 17, 1979, shall be removed.
- Outstanding ~~warnings~~ or suspensions, for reasons other ~~than~~ irregular attendance, appearing ~~on~~ an employee's history card ~~on~~ or after November 17, 1979, shall ~~be~~ examined monthly and removed two (2) years from the date thereof.
- 16.2** ~~An~~ employee shall have the right to have the President of the Association (or his/her designate) present at all formal disciplinary meetings with Management which will result in a notation ~~on~~ the employee's record or disciplinary action ~~being~~ taken.
- 16.3** Employees shall have ~~access~~ to their ~~history~~ card by calling the ~~Human Resources Centre~~ and requesting to do ~~so~~ during working hours.

17. GRIEVANCE PROCEDURE

- 17.1** The duly elected or appointed ~~Bargaining~~ Committee of the Association will act in all ~~matters~~ of grievance by the members of the Association.

17.2 Grievances shall be proceeded in the following manner:

(i) First Step:

The employee alone, or the Bargaining Committee on behalf of the employee, or on behalf of the Association (if in the opinion of the Bargaining Committee the matter in dispute has general application), may within thirty (30) working days of the grievance, submit the grievance in writing to the Fire Chief or his/her designate. The Fire Chief and/or his/her designate shall meet with the employee alone, or the Bargaining Committee to discuss the grievance. If the parties are unable to settle the grievance, the Fire Chief and/or his/her designate will state in writing within seven (7) working days of the presentation of the grievance, the reason or reasons for the denial of the grievance.

(ii) Second Step:

Failing a satisfactory settlement in the first step, the Chairman of the Bargaining Committee shall within ten (10) working days of receipt of the decision of the Fire Chief, present the grievance in writing to the Commissioner of Human Resources for the consideration of the Chief Administrative Officer, who in conjunction with the Commissioner of Human Resources shall meet with the Bargaining Committee within ten (10) working days following the receipt of the grievance in an effort to bring about a prompt and satisfactory settlement.

The Commissioner of Human Resources shall report, in writing, within ten (10) working days of the said meeting to the Association. In the event the commissioner of Human resources denies the grievance, he/she shall state the reasons in writing.

17.3 The time limits as set out in this Article may be extended at any time by mutual Agreement of the parties.

17.4 A grievance under this Agreement shall include any matter which may be submitted to arbitration under Section 7(5) of the Fire Departments Act, **R.S.0., 1980**, Chapter **164** and amendments thereto. A claim by an employee that he/she has been unjustly discharged or disciplined, shall be included and considered as a grievance under this Agreement, whether or not there is a hearing before a Committee of Council pursuant to Section 4 of the Fire Departments Act, **R.S.0. 1980**, Chapter **164** and amendments thereto, or under by-law **68-34** of the Employer.

17.5 The time limits for submitting a grievance over discharge or discipline shall not originate until the Committee of the Employer if ~~so~~ requested has made a final decision in writing with respect to any appeal or hearing to it, over discipline or discharge.

If there is no hearing or appeal before a Committee of the Employer, the grievance over discharge or discipline shall originate within thirty (30) working days after the date of his/her last employment with the Employer in the case of discharge, or thirty (30) days of discipline received in the case of discipline.

17.6 If an employee is discharged, he/she shall have his/her grievance processed at the second step of the grievance procedure.

17.7 A grievance over discharge or discipline can be settled by reinstating the employee without ~~loss~~ of pay or seniority or any other benefits or by any other arrangement which is ~~just~~ and equitable in the opinion of the conferring parties or an Arbitrator or Arbitration Board.

17.8 In the case of discharge and/or discipline, the Chief or his/her designate shall notify the Association in writing, immediately, giving the reasons for discharge or discipline.

18. ARBITRATION CLAUSE

18.1 Where a difference arises between the ~~parties~~ relating to the interpretation, application or administration of an Agreement made under Section 5 or of a decision or award of a Board of Arbitration made under Section 6 of the Fire Departments Act, or where an allegation is made that the Agreement or award ~~has been~~ violated, either of the parties may, after exhausting any grievance procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single Arbitrator, the appointment ~~of~~ a single Arbitrator shall be made by the Solicitor-General upon the request of either party, and the Arbitrator shall hear and determine the difference or allegation and shall issue a decision and such decision shall be ~~final~~ and binding upon the parties.

18.2 Each party shall ~~assume~~ its own costs of such Arbitration proceedings and shall share the ~~cost~~ of the Arbitrator equally.

18.3 **An** Employee shall only be discharged or disciplined for **just** and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or Single Arbitrator shall have the power **to** dispose of the grievance by any arrangement which in the opinion of the Arbitration Board or the Single Arbitrator is deemed to **be just** and equitable.

19. LONG SERVICE PAY

Long service pay shall be paid annually to all employees of the Hamilton Fire Department **as** follows:

- 19.1** After five (5) years service and less than ten (10) years service - **\$60.00;**
- 19.2** After ten (10) years service and less ~~than fifteen~~ (15) years service - **\$120.00;**
- 19.3** After fifteen (15) years service and less than twenty (20) years service - **\$180.00;**
- 19.4** After twenty (20) years service and less ~~than~~ twenty-five (25) years service - **\$240.00;**
- 19.5** After twenty-five (25) years service and less than thirty (30) years service - **\$300.00;**
- 19.6** After thirty (30) years service and less than thirty-five (35) years service - **\$360.00;**
- 19.7** After thirty-five (35) years service and less than forty (40) years service - **\$420.00;**
- 19.8** After forty (40) years service and less ~~than~~ forty-five (45) years service - **\$480.00;**
- 19.9** Long Service Pay shall **be** paid annually on the ~~first~~ scheduled pay date in the month of December.

20.

In the event of a reduction in the work force through lay off, lay off shall commence with the employee with the least amount of total department seniority with the Fire Department. Employees so laid off shall retain, but shall not accrue their seniority while laid off. In the event of recall or increase in the work force, positions will be filled in the reverse order to the lay off. An employee will be deemed to have resigned if, after lay off, he/she fails to acknowledge his/her availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday and Statutory Holidays) and further, if he/she fails to report within ten (10) days after notice or recall is issued.

21. WAGES

21.1 The Employer shall pay employees wages and salaries at the rates as specified in Schedule "A" annexed to this Agreement and forming part hereof, the wage and salary to be paid being that set opposite the respective classification or rank in the said Schedule "A" and under the applicable effective date.

21.2 a) The calculation of an hourly rate (for purposes of overtime payment) shall be:

$$\frac{\text{Yearly rate for the classification}}{91 \times 10 + 91 \times 14} = \text{Hourly rate}$$

b) The calculation of a daily rate shall be:

$$\frac{\text{Yearly rate for the classification}}{182} = \text{Daily rate}$$

c) The payment of bi-weekly salaries shall be based on the calculation presently used in the payment of bi-weekly salaries and that system shall continue in tact.

d) In the matter of the calculation of the gratuity (termination from the service, other than for cause and for the periods stipulated in the sick leave by-law) shall be based on 182 days in the sick leave bank rather than 208 days.

22. JOB DESCRIPTIONS

The direction contained in quotes in paragraph 3 of page 6 of the Board of Arbitration Award, dated December 11, 1979, shall be known as Schedule "E" to this Agreement and shall form part of this Agreement.


23. TECHNOLOGICAL CHANGE

- 23.1** The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting employees, the Employer shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.
- 23.2** As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of employee. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.
- 23.3** Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any employee.
- 23.4** Without mutual agreement, no employee covered by this agreement shall suffer loss of employment as a result of the exercise by the Employer of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the Employer at the time the aforementioned notice was given by the Employer.
- 23.5** The words "technological change" in this Article mean (a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and (b) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

24. **MISCELLANEOUS**

- 24.1 The employer is to assist in obtaining parking for the members assigned to duties at the Central Station. The facilities to be in the vicinity of the Central Station and the employer ~~to assume~~ **assume fifty percent (50%)** or a maximum of twenty dollars (**\$20.00**) of the monthly parking rate.
- 24.2 Commencing January 1, 1984, the present out of pocket expenses paid to members of the Hamilton Fire Department attending out of town courses on behalf of the Fire Department and **as** directed by the Chief of the Fire Department, shall be increased from the present fifteen dollars (**\$15.00**) per week to ten dollars (**\$10.00**) per day to maximum of thirty dollars (**\$30.00**) per week.

25. **DURATION**

- 25.1 This Agreement shall ~~remain~~ **remain** in force and effect from the first day of January, 1994, until the 31st day of December, 1994, and from year to year thereafter, ~~unless, within a period of not more than sixty (60) days and not less than thirty (30) days prior to the 31st day of December, 1994, or prior to the 31st day of December in any year subsequent thereafter, either party proposing to change or alter this Agreement shall give to the other party notice of requested changes or alterations in this Agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to change or alter and the remaining provision shall automatically renew themselves as aforesaid.~~ 

MIS print
should be
I will
Dec 95
AS per call
with Pam
2-05-00.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by its proper officers hereunto duly authorized this day of _____, 1996.

SIGNED, SEALED AND DELIVERED in the presence of:

The Corporation of the _____

The Hamilton Professional Fire Fighters Association

Robert Murray
MAYOR
[Signature]
CITY CLERK

[Signature]
[Signature]
[Signature]

14-Jun-95 LOCAL 288 (UNION CODE 2)

HAMILTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION
SCHEDULE "A"

<u>JOB TITLE</u>	<u>HOURS PER WEEK</u>	<u>SALARY SCHEDULE</u>	<u>EFFECTIVE JAN 1/92</u>
Assistant Deputy Chief	40	C-14/A	\$78,951.43
Platoon Chief	42	C-12	\$72,764.50
Divisional Chief of Training Chief Fire Prevention Officer	40	C-12/A	\$72,764.50
District Chief	42	C-11	\$68,992.60
Divisional Chief of Administration Chief Mechanical Officer Communications Officer Assistant Chief Fire Prevention Officer	40	C-10/A	\$64,864.77
Public Relations Officer	40	C-9/A	\$62,738.93
Captain	42	C-8	\$61,750.44
Lieutenant	42	C-7	\$57,934.32
Fire Safety Officer*	40	C-7/A	\$57,934.32
Mechanic Breathing Apparatus Technician/Firefighter	40	C-6/A	\$54,362.21
Firefighter I, 4th year Fire Communications Operator I, 4th year	42	C-5	\$52,667.66
Fire Inspector I, 4th year Storekeeper I, 4th year	40	C-5/A	\$52,667.66

23

HAMILTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION
SCHEDULE "A"

JOB TITLE	HOURS PER WEEK	SALARY SCHEDULE	EFFECTIVE JAN 1/82
Firefighter II, 3rd year Fire Communications Operator II, 3rd year *Hired prior to June 28, 1980	42	N-4	\$47,401.00 (80% of Firefighter I rate)
Fire Inspector II, 3rd year Storekeeper II, 3rd year *Hired prior to June 28, 1980	40	N-4/A	\$47,401.00 (80% of Firefighter I rate)
Firefighter II, 3rd year Fire Communications Operator II, 3rd year *Hired after June 28, 1980	42	N-4/B	\$44,767.40 (85% of Firefighter I rate)
Fire Inspector II, 3rd year Storekeeper II, 3rd year *Hired after June 28, 1980	40	N-4/C	\$44,767.40 (85% of Firefighter I rate)
Firefighter III, after 12 months Fire Communications Operator III, after 12 months *Hired prior to June 28, 1980	42	N-3	\$42,134.33 (80% of Firefighter I rate)
Fire Inspector III, after 12 months Storekeeper III, after 12 months *Hired prior to June 28, 1980	40	N-3/A	\$42,134.33 (80% of Firefighter I rate)
Firefighter III, after 12 months Fire Communications Operator III, after 12 months *Hired after June 28, 1980	42	N-3/B	\$39,500.74 (75% of Firefighter I rate)
Fire Inspector III, after 12 months Storekeeper III, after 12 months *Hired after June 28, 1980	40	N-3/C	\$39,500.74 (75% of Firefighter I rate)

14-Jun-95 LOCAL 298 (UNION CODE 2)

HAMILTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION
SCHEDULE "A"

<u>JOB TITLE</u>	<u>HOURS PER WEEK</u>	<u>SALARY SCHEDULE</u>	<u>EFFECTIVE JAN 1/92</u>
Probationary Firefighter, 1st 12 months Probationary Fire Communications Operator, 1st 12 months *Hired prior to June 26, 1990	42	N-1	\$36,867.15 (76% of Firefighter I rate)
Probationary Fire Inspector, 1st 12 months Probationary Storekeeper, 1st 12 months *Hired prior to June 26, 1990	40	N-1/A	\$36,867.15 (70% of Firefighter I rate)
27 Probationary Firefighter, 1st 12 months Probationary Fire Communications Operator, 1st 12 months *Hired after June 26, 1990	42	N-1/B	\$34,234.08 (65% of Firefighter I rate)
Probationary Fire Inspector, 1st 12 months Probationary Storekeeper, 1st 12 months *Hired after June 26, 1990	40	N-1/C	\$34,234.08 (65% of Firefighter I rate)

* There shall be at least 4 Fire Safety Officers

SCHEDULE "B"

CLOTHING

- (1) Each fire fighter shall be supplied with waterproof clothing for fire fighting duty. Consisting of one pair of rubber **boots**, one waterproof coat, and a helmet with a winter liner, and one pair of work gloves.
- (2) Each fire fighter will **also** be supplied with:
- One (1) cap, to be replaced **as** required
 - One (1) pair of **dress** gloves (leather **type**) every year
 - One (1) parka every five (5) years
 - One (1) light rain coat every five (5) years
- NOTE:** The members in the Fire Prevention Bureau may elect to be issued a bomber jacket in place of a rain coat.
- One (1) tie, to be replaced **as** required
- (3) Each fire fighter may select once in each year, one (1) of the clothing packages attached **as** appendix A, subject to the following conditions:
- (a) The combination of clothing in a package, with the exception of Package #9, shall not exceed the cost of the present issue of formal clothing **to wit**:
 - Four (4) dress shirts
 - Two (2) pairs of dress **trousers**
 - (b) Fatigue clothing selected must be approved by the Fire Chief **as** compatible with fire fighting conditions
 - (c) Fire fighters may **only** select Package #9 once every four (4) years with the exception of **those** fire fighters holding the **rank** of District Chief and above, and members of the Fire Prevention Bureau who may select Package #9, once every two (2) years
 - (d) Each employee eligible for the issue of clothing shall notify the Fire Chief no later **than** August 1 in any year of his/her selected package for the following **year**

- (4) The packages in Appendix A may be altered during the term of this Agreement by the mutual consent of the Fire Chief and the Hamilton Professional Fire Fighters Association subject **to** the conditions in Article 3(a) of **this** schedule.
- (5) Arrangements **are to be** made for the cleaning of uniforms up to the amount of one hundred dollars (\$100.00) **per** year for each uniformed member of the Department.
- (6) Each employee of the Fire Department required to wear safety shoes shall be given **an** allowance of fifty **(\$50.00)** dollars per year for the purchase of such shoes under the following conditions:
 - (a) the safety shoes purchased **must** meet the standards set by the Ontario Safety Council.

HAMILTON FIRE DEPARTMENT
1987 CLOTHING OPTIONS

<u>Clothing Item</u>	<u>Quantity</u>
<u>PACKAGE NO. 1</u>	<u>Press Uniform</u>
Trousers	2
Shirt - Long sleeve	2
Short sleeve	2
<u>Fatigue Uniform</u>	
Trousers	0
Shirts	0
T-shirts - Long sleeve	0
Jacket	0
<u>PACKAGE NO. 2</u>	<u>Dress Uniform</u>
Trousers	2
Shirt - Long sleeve	0
Short sleeve	0
<u>Fatigue Uniform</u>	
Trousers	1
Shirts	2
T-shirts - Long sleeve	1
Jacket	1
<u>PACKAGE NO. 3</u>	<u>Press Uniform</u>
Trousers	2
Shirt - Long sleeve	0
Short sleeve	0
<u>Fatigue Uniform</u>	
Trousers	2
Shirts	2
T-shirts - Long sleeve	1
Jacket	0

<u>PACKAGE NO. 4</u>	<u>Dress Uniform</u>
Trousers	0
Shirt - Long sleeve	0
short sleeve	0
<u>Fatigue Uniform</u>	
Trousers	5
Shirts	4
T-shirts - Long sleeve	3
Jacket	0
<u>PACKAGE NO. 5</u>	<u>Dress Uniform</u>
Trousers	0
Shirt - Long sleeve	0
Short sleeve	0
<u>Fatigue Uniform</u>	
Trousers	4
Shirts	4
T-shirts - Long sleeve	2
Jacket	1
<u>PACKAGE NO. 6</u>	<u>Dress Uniform</u>
Trousers	0
Shirts - Long sleeve	1
Short sleeve	1
<u>Fatigue Uniform</u>	
Trousers	3
Shirts	2
T-shirts - Long sleeve	3
Jacket	1

<u>PACKAGE NO. 7</u>	<u>Press Uniform</u>
Trousers	1
Shirts - Long sleeve	1
Short sleeve	1

<u>Fatigue Uniform</u>	
Trousers	2
shirts	2
T-shirts - Long sleeve	2
Jacket	0

<u>PACKAGE NO. 8</u>	<u>Dress Uniform</u>
Trousers	0
Shirts - Long sleeve	2
Short sleeve	2

<u>Fatigue Uniform</u>	
Trousers	3
Shirts	2
T-shirts - Long sleeve	2
Jacket	0

<u>PACKAGE NO. 9</u>	<u>Dress Uniform</u>
Trousers	2
Tunic	1

NOTE: Where the term trousers is used in Packages #1, #2, #3, #7, and #9 it shall be construed to mean in the case of female employees an equivalent uniform skirt or slacks.

SCHEDULE "C"

POLICY OF PROMOTION

C1 General Conditions

Personnel will be advised in advance of ~~the~~ dates for the examinations and are expected to be in attendance on the identified dates.

The criteria for all examinations shall be set after consultation with the Association.

All examinations ~~so~~ **set** shall be relevant to the position for which promotion is required or sought.

The written examination shall consist of ~~multiple~~ choice questions.

The written, oral and practical examinations for Suppression personnel, ~~from~~ Probationer up to and including the **rank** of Acting Lieutenant, shall be set and marked by the Training Division.

For the **ranks** of Lieutenant, Captain and District Chief, the examinations shall be **set** by the Training Division. The Training Division shall **mark** the written examinations and the oral examinations shall be marked by the Promotional Board **as** indicated for the respective **ranks**.

For promotions above the **rank** of District Chief, **and** in Divisions other than Suppression, refer to the specific **ranks as** outlined in the Policy.

For all other Divisions, the examinations shall be **set** and marked by the most Senior Officer of the respective Division.

Utilization of Acting Personnel (All Ranks):

- If on ~~the established~~ "Promotional List", they will act according to their standing on the list on their assigned Platoons.
- If they participated in the promotional examinations but did not achieve the 75% average ~~minimum~~ requirement, they will act **as** equally **as** reasonably possible on their assigned Platoons.
- If they did not participate, they will be used on an **as** needed basis on their respective Platoons.

Without limiting any other grievance entitlements that may exist, the parties expressly agree that, if the Promotional Board changes its prior decision, the person affected may grieve and arbitrate this decision and the decision of the Chief to remit cannot be grieved or arbitrated.

C2 **PROBATIONERS TO 1ST CLASS**

- 2.1** Promotions from the rank of Probationary Firefighter, Probationary Fire Inspector, Probationary Fire Communications Operator, Probationary Storekeeper to the rank of Firefighter III, Fire Inspector III, Fire Communications Operator III, Storekeeper III, shall only be made after written, oral, and practical tests have been passed prior to such promotion.
- 2.2** Promotions from the rank of Firefighter III, Fire Inspector III, Fire Communications Operator III, Storekeeper III, to the rank of Firefighter II, Fire Inspector II, Fire Communications Operator II, Storekeeper II, shall only be made **after** written, oral, and practical tests have been passed prior to such promotion.
- 2.3** Promotions from the rank of Firefighter II, Fire Inspector II, Fire Communications Operator II, and Storekeeper II, to the **rank** of Firefighter I, Fire Inspector I, Fire Communications Operator I, and Storekeeper I, shall only be made **after** written, **oral**, and practical tests have been **passed** prior to such promotion.
- 2.4** Examinations shall consist of theory and practical phases. The theory phase shall consist of a written and oral examination.

Qualification for classification shall be **as** follows:

- a) theory phase - a mark of 75% or higher averaged between the written and oral examinations is required.
- b) practical phase - shall be noted **as** "Qualified" or "Not Qualified".
- c) "Not Qualified" candidates will be notified by the most Senior Officer from their respective Division and shall be entitled to an interview **with** the Deputy Chief **within** five (5) days from the date of notification, upon request. Candidates will be re-examined **within** three (3) months.

C3 QUALIFYING FOR ACTING LIEUTENANT

General Conditions

A general performance report prepared in direct consultation by Senior Officers on the candidates *respective* Platoon shall **be** submitted to the office of the Deputy Chief in writing indicating "Qualified" or "Not Qualified". "Qualified personnel only shall be allowed to participate in ~~the~~ written examination.

Candidates must attain a **mark** of 75% or higher averaged between the written and oral examinations in order to qualify and proceed to the practical examination. Notification will be made by the Training Division.

Candidates must attain a "Qualified **status** from the Qualifying Board.

Qualifying Board to **be** composed, **as** directed by the Chief. Board Members to stand for all candidates.

Criteria for examinations shall **be** posted a **minimum of** sixty (60) days prior to **the** examination date.

Personnel penalized for **just cause** are subject to removal from any Acting List.

3.1 Eligibility

Four (4) years service **as** First Class Firefighter.

3.2 Written Examination

Written and oral examinations for all candidates **to** be conducted by the Training Division.

"Not Qualified" candidates will **be** notified by the Training Division and shall **be** entitled to an interview with the Deputy Chief within five **(5)** days from the date of notification, upon request.

3.3 Practical Examination

A practical examination shall be held by the Qualifying Board. Results to indicate "Qualified" or "Not Qualified" with a report submitted to the office of the Deputy Chief. Candidates shall be notified by mail as to results. "Not Qualified" candidates shall be entitled to an interview with the Deputy Chief within seven (7) days from the date of notification, upon request.

3.4 Acting List

An "Acting List" of those "qualified" for acting shall be provided to the Office of the Platoon Chief.

3.5 Re-Qualifying

Personnel qualified for the rank of Acting Lieutenant are to re-qualify themselves at intervals of four (4) years unless becoming qualified for promotion to Lieutenant during the current existing list. Notification of re-qualifying examinations shall be given a minimum of sixty (60) days prior to the setting of such examinations and shall commence in 1982 for those persons who qualified in 1978.

3.6 Additions to List of Qualified

Annually. Qualifying Boards to convene and deal with any applications. Candidates failing to qualify, may re-apply the following year.

OFFICER PROMOTIONS (ALL DIVISIONS)

Vacancies to be filled, shall be filled within ninety (90) days, unless mutually extended by the Chief and the Association.

Vacancies will be filled from the promotional list in effect on the date of such vacancy.

Criteria for written and oral examinations, for all Promotional Boards shall be posted a minimum of sixty (60) days prior to examination date.

Promotional Recommendation

For **those** qualifying, a promotional list shall be established in accordance with total average marks and placed on a promotional list **that** shall stand for **two** (2) years. Promotions shall be made by **seniority** in the **rank**, and within the following scale of averaged percentage marks: 100-93, 92-86 and 85-75.

In the event of a tie in **seniority** in the **rank**, between candidates for promotion, the following method shall be used to break **this** tie:

a) Candidate's Mark

(and in the event of **further** tie)

b) Candidate's **Seniority** on the Department

After the promotional list has ~~been~~ established, but before a promotion has been made, the Chief may, if ~~matters arise~~ subsequently which **are** relevant to the qualifications in any respect of any officer on the promotional list for promotion, **remit** the matter back to the Promotional Board. The Chief shall provide in Writing his reasons for remitting the matter back and **shall** provide a copy of **his reasons** to both the Promotional Board and the person affected.

The Promotional Board, before changing its original decision, **shall** provide the person affected with a hearing, the **nature** of which shall **be** decided by the Promotional Board.

C4 PROMOTION TO LIEUTENANT

General Conditions

A general ~~performance~~ report prepared in direct consultation by Senior Officers on the candidates ~~respective~~ Platoon shall be submitted to the office of the Deputy Chief in writing indicating "Qualified" or "Not Qualified". "Qualified" personnel only shall be allowed to participate in the written examination.

Candidates must attain 75% or higher averaged between the written and oral examinations in order to qualify and be **further** considered for recommendation.

Promotional Board ~~Members~~ to stand for all candidates.

4.1 Eligibility

Qualified under conditions of Section C3, and **two** (2) years service in the **rank** of Acting Lieutenant.

4.2 Written Examination

Written examination for all candidates to be conducted by the Training Division.

4.3 Oral Examination

An oral examination shall **be** held by the Promotional Board consisting of the Deputy Chief, Assistant Deputy Chief and a Senior Officer representative from each Platoon. The marks for each candidate shall be averaged, after the high mark and low mark have been eliminated from the promotional board participants.

"Not Qualified" candidates will **be** notified by the Administration Division and shall be entitled to an interview with the Deputy Chief within five **(5)** days from the date of notification, upon request.

C5 PROMOTION TO CAPTAIN

General Conditions

Candidates must attain a mark of **75%** or higher averaged between the written **and** oral examinations in order to qualify and be further considered for recommendation.

Promotional Board Members to stand for all candidates.

5.1 Eligibility

Two (2) years service in the **rank** of Lieutenant.

5.2 Written Examination

Written examination for all candidates **to be** conducted by the Training Division.

5.3 Oral Examination

An oral examination shall be held *by* the Promotional Board consisting of the Deputy Chief, Assistant Deputy Chief and a Senior Officer representative from each Platoon. *The* marks for each candidate shall be averaged, after the high mark and low mark have been eliminated from the promotional board participants.

"Not Qualified" candidates will be notified *by* the Administration Division and shall be entitled to *an* interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C6 PROMOTION TO DISTRICT CHIEF

General Conditions

Candidates must attain a mark of 75% or higher averaged between the written and oral examinations in order *to* qualify *and be further* considered for recommendation.

Promotional Board Members to stand for *all* candidates.

6.1 Eligibility

Two (2) years service *in* the rank of Captain.

6.2 Written Examination

Written examination for all candidates *to* be conducted *by* the Training Division.

6.3 Oral Examination

An oral examination shall be held *by* the Promotional Board consisting of the Deputy Chief, Assistant *Deputy* Chief and a Senior *Officer* representative from each Platoon. The marks for *each* candidate shall *be* averaged *after* the high mark and *low* mark have been eliminated *from* the promotional board participants.

"*Not* Qualified" candidates will be notified *by* Administration and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C7 **PROMOTION TO PLATOON CHIEF**

General Conditions

Candidates must attain 75% in the oral examination to be further considered for recommendation.

7.1 Eligibility

Two (2) years service in the rank of District Chief.

7.2 promotional Board

Promotional Board, consisting of the Chief, Deputy Chief, and members of the Association consisting of the Assistant Deputy Chief and active Platoon Chiefs shall convene. An oral examination shall take place and a promotional selection shall be made by the Promotional Board based on the Board's averaged results of the examination, after the high mark and low mark have been eliminated from the promotional board participants.

"Not Qualified" candidates will be notified by Administration and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C8 **PROMOTION TO ASSISTANT DEPUTY CHIEF**

8.1 Eligibility for promotion into that rank shall be restricted to those employees presently holding the rank of Platoon Chief for a period of no less than two (2) years.

8.2 A Promotional Board consisting of the Chief and Deputy Chief will promote based on an interview process.

Candidate(s) not promoted will be notified by Administration and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C9 PROMOTIONS IN DIVISIONS OTHER THAN FIRE SUPPRESSION

9.1 Promotional Board

The Assistant Deputy Chief shall be a member of all Promotional Boards as directed by the Chief.

9.2 Promotional Recommendation Board, to be composed and convened as directed by the Chief.

C10 PROMOTION TO FIRE SAFETY OFFICER

General Conditions

Candidates must attain a mark of 75% or higher averaged between the written and oral examinations in order to qualify and be further considered for recommendation.

Promotional Board Members to stand for all candidates.

10.1 Eligibility

Two (2) years service in the rank of Fire Inspector I.

10.2 Written Examination

Written examination for all candidates to be conducted by the Chief Fire Prevention Officer.

10.3 Oral Examination

An oral examination shall be held by the Promotional Board consisting of the Deputy Chief, Assistant Deputy Chief and Chief Fire Prevention Officer. The marks for each candidate shall be averaged over all promotional board participants.

"Not Qualified" candidates will be notified by the Chief Fire Prevention Officer and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C11 PROMOTION TO ASSISTANT CHIEF FIRE PREVENTION OFFICER

General Conditions

Candidates must attain a mark of 75% or higher averaged between the written and oral examinations in order to qualify and be further considered for recommendation.

Promotional Board Members to stand for all candidates.

11.1 Eligibility

Two (2) years service in the rank of Fire Safety Officer.

11.2 Written Examination

Written examination for all candidates to be conducted by the Chief Fire Prevention Officer.

11.3 Oral Examination

An oral examination shall be held by the Promotional Board consisting of the Deputy Chief, Assistant Deputy Chief and Chief Fire Prevention Officer. The marks for each candidate shall be averaged over all promotional board participants.

"Not Qualified" candidates will be notified by the Chief Fire Prevention Officer and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request.

C12 PROMOTION TO CHIEF FIRE PREVENTION OFFICER

12.1 Eligibility

Two (2) years service in the rank of Assistant Chief Fire Prevention Officer.

12.2 Promotional Board

Promotional Board, consisting of Chief, Deputy Chief and Assistant Deputy Chief shall convene. An oral examination shall take place and a promotional selection shall be made by the Promotional Board based on the Board's averaged results of the examination.

C13 PROMOTION TO CHIEF MECHANICAL OFFICER

13.1 Eligibility

Two (2) years service in the rank of Mechanic.

13.2 Promotional Board

Promotional Board, consisting of Deputy Chief and Assistant Deputy Chief shall interview all candidates for promotion and shall submit a minimum of two (2) qualified names, if applicable, to the Chief for promotion.

13.3 Promotional Recommendation

Selection shall be made by the Chief from the list submitted by the Promotional Board, following interview with recommended personnel.

NOTE: Details of eligibility would vary and shall be clearly outlined in notice of vacancy.

HAMILTON FIRE DEPARTMENT

PLATOON A

FIRE SUPPRESSION DIVISION

DAYS **NIGHTS**

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7		
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
						12 13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
						9 10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
					7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

PLATOON B

DNS RIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
					7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 1994

					4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March 1994

					4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 1994

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1994

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 1994

2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1994

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HAMILTON FIRE DEPARTMENT

PLATOON C

FIRE SUPPRESSION DIVISION

DAY NIGHT

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						31
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

PLATOON D

DAYS NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

PLATOON 1

DAYS

NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

PLATOON 2

DAYS NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
		4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HAMILTON FIRE DEPARTMENT

PLATOON 3

COMMUNICATIONS DIVISION

DAYS: NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5			6
9	10	11	12	13		14
16	17	18	19	20	21	
	24	25	26	27	28	29

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6			9	10	11	12
13	14			17	18	19
20	21	22		25	26	
27	28					

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2			5
6	7	8	9	10		12
13	14	15	16	17	18	
	21	22	23	24	25	26
	29	30	31			

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3			6	7	8	9
10	11			14	15	16
17	18	19			22	23
24	25	26	27			30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5		
8	9	10	11	12	13	
	16	17	18	19	20	21
		24	25	26	27	28
29	30					

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
3	4	5	6	7	8	
	11	12	13	14	15	16
		19	20	21	22	23
24			27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1			4	5	6
7	8	9			12	13
14	15	16	17			20
21	22	23	24	25		
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	
	5	6	7	8	9	10
		13	14	15	16	17
18			21	22	23	24
25	26			29	30	

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4			7	8
9	10	11	12			15
16	17	18	19	20		
23	24	25	26	27	28	
	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
	8	9	10	11	12	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

PLATOON 4

DAYS NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
2	3	4	5	6	7	
	10	11	12	13	14	15
	18	19	20	21	22	
23	24	25	26	27	28	29
30	31					

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
	7	8	9	10	11	12
	15	16	17	18	19	20
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	2	3	4	5	6	7
	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
		5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HAMILTON FIRE DEPARTMENT

PLATOON 5

COMMUNICATIONS DIVISION

DAYS NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4			7	8
9	10	11	12			15
16	17	18	19	20		
23	24	25	26	27	28	
	31					

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
		8	9	10	11	12
13			16	17	18	19
20	21			24	25	26
27	28					

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1			4	5
6	7	8	9	10		12
13	14	15	16	17		
20	21	22	23	24	25	
27	28	29	30	31		

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
		5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4			7
8	9	10	11	12		
15	16	17	18	19	20	
	23	24	25	26	27	28
	30	31				

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						2
3	4	5	6	7		
10	11	12	13	14	15	
	18	19	20	21	22	23
		26	27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			3	4	5	6
7	8			11	12	13
14	15	16			19	20
21	22	23	24			27
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	
4	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
25		28	29	30		

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3			6	7	8
9	10	11		14	15	
18	17	18	19			22
23	24	25	26	27		
30	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
	7	8	9	10	11	12
		15	16	17	18	19
20			23	24	25	26
27	28	29	30			

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HAMILTON FIRE DEPARTMENT

PLATOON 6

COMMUNICATIONS DIVISION

DAYS: NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2			5	6	7	8
9	10			13	14	15
16	17	18			21	22
23	24	25	26	27	28	29
30	31					

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5			8	9
10	11	12	13			16
17	18	19	20	21		
24	25	26	27	28	29	
31						

February 1994

		1	2	3		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

August 1994

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

March 1994

			2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 1994

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 1994

3	4	5	6	7	8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 1994

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 1994

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 1994

		1	2	3		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1994

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 1994

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HAMILTON FIRE DEPARTMENT

PLATOON 7

COMMUNICATIONS DIVISION

DAY NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	3	4	5	6	7	8
		11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

HAMILTON FIRE DEPARTMENT

PLATOON 8

COMMUNICATIONS DIVISION

DAYS

NIGHTS

January 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6		
9	10	11	12	13	14	15
16	17	18	19	20	21	22
		25	26	27	28	29
30	31					

February 1994

			2	3	4	5
6	7			10	11	12
13	14	15	16	17	18	19
20	21	22	23			26
27	28					

March 1994

		1	2	3		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

					1	2
3	4			7	8	9
10	11	12		15	16	
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

1	2	3	4	5	6	
9	10	11	12	13	14	
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 1994

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 1994

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 1994

	1	2			5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 1994

				1	2	3
		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 1994

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

November 1994

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 1994

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SCHEDULE "E"

Notwithstanding anything to the contrary contained in ~~this~~ Agreement or in any description of a fire fighter, a fire fighter shall not be responsible for maintenance of the fire stations nor for:

- (a) The washing of walls and ceilings;
- (b) The removal of snow from fire department property;
- (c) The maintenance of lawns and shrubs,

but a fire fighter shall be responsible for the maintenance of fire fighter dormitories in the fire stations.

SCHEDULE "C"

SUMMARY OF BENEFITS

The benefits described in the enclosed literature are available to you and your eligible dependents subject to the following provisions.

If you have not enrolled for all the benefits described, please refer to your Blue Cross Identification Certificate for details of your personal coverage.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your spouse or common-law spouse;
- ii) unmarried, unemployed children under the age of 22 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
- iv) unmarried, unemployed dependent children over 22 but under 25 years of age in full-time attendance at a school, college or university.

HEALTH BENEFITS

EXTENDED HEALTH BENEFITS (EHB)

- Single deductible - \$10 per benefit period*
- Family deductible - \$20 per benefit period*
- 100% reimbursement of eligible charges in excess of the deductible amount

Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologists:

- First visit - up to \$35
- Subsequent visits - up to \$20 per hour
- Maximum amount allowable - \$200 per person per benefit period*

b) Registered Massage:

- Per treatment - up to \$7
- Maximum number of treatments - 12 per person per benefit period*

c) Speech Pathologists:

- Maximum amount allowable - \$200 per person per benefit period*

d) Chiropractor, Osteopath, Chiropractist, Podiatrist:

- Maximum amount allowable - \$400 per person per benefit period*

Semi-Private Hospital Accommodation

- Deductible - Nil
- 100% reimbursement of the charge made by a hospital, up to the difference between the standard ward charge and the semi-private room charge

Hearing Aids - subject to the EHB deductible

- 100% reimbursement up to the maximum amount allowable as shown on your Blue Cross Certificate

Vision - subject to the EHB deductible

- 100% reimbursement up to the maximum amount allowable as shown on your Blue Cross Certificate

Contact Lenses

- When visual acuity can be improved to at least 20/40 with contact lenses and cannot be improved to that level with eyeglasses, this plan will pay up to a lifetime maximum of \$200 for contact lenses when prescribed by a medical doctor, ophthalmologist or optometrist.

Out of Province Coverage - subject to the EHB plan deductible

- 100% reimbursement of eligible charges

EHB Overall Lifetime Maximum - Unlimited

- A "benefit period" is a calendar year (January 1 to December 31). Eligible charges incurred during the last three months of a calendar year may be used to satisfy the deductible for the next following year.

PREDETERMINATION OF DENTAL BENEFITS

Prior to the commencement of a course of major dental treatment which is expected to cost \$300 or more, a covered person should obtain from the attending dentist and submit to Blue Cross a treatment plan outlining the procedures and charges. The dentist may be requested to submit any relevant x-rays. After reviewing the estimate we will advise the patient of the amount allowable by Blue Cross.

DENTAL BENEFITS

Deductible - Nil

Dental Plan Procedures A - I

100% reimbursement of charges for covered benefits up to the fees specified in the applicable Fee Guide.

Dental Plan Procedures J - L

80% reimbursement of charges for covered benefits up to the fees specified in the applicable Fee Guide.

Dental Plan Procedure M (Orthodontic Services available to dependent children to the age of 18 only)

50% reimbursement of charges for covered benefits up to the fees specified in the applicable Fee Guide.

Dental Maximums:

- Procedures A - I -unlimited
- Procedures J - L -\$1,500 per person per 12 consecutive months
- Procedure M -Lifetime maximum of \$2,500 per person

Fee Guide - Ontario Dental Association Fee Guide for General Practitioners as shown on your Blue Cross Certificate

EXTENSION OF BENEFITS FOR DISABLED EMPLOYEES

In the event of termination of employment and the employee or one of his/her dependents is disabled at that time, coverage under this benefit will continue for that individual up to 90 days, provided the plan remains in force.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the date of termination of employment, retirement or attainment of age 65, or
- the date you cease to be eligible under the terms and conditions of the Group Agreement, or
- the termination date of the Group Agreement.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

CERTIFICATES

Your Blue Cross identification certificate shows the group and identification number to be used on claims and correspondence.

COORDINATION OF BENEFITS

If you have similar benefits through any other insurer, the amount payable through this Plan shall be coordinated so that payment from all coverages shall not exceed 100 percent of the eligible expenses.

EHB (EXTENDED HEALTH BENEFIT) PLAN

The benefits described below are available to you through Blue Cross Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Blue Cross from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

1. **DRUGS - Formulary Two:** Drugs, serums, injectibles and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor. Smoking cessation aids (transdermal patches and nicotine gum only) are limited to a 3 months supply per person per calendar year. Benefits are not payable for vitamins or vitamin preparations (unless injected); anti-obesity treatments, charges made for the administration of serums, vaccines or injectible drugs, and drugs not approved for legal sale to the general public in Canada.
2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient, an employee of the hospital, nor lives in the home of the covered person. RN services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

A Blue Cross "Authorization Form for RN Services" must be completed by the attending physician and submitted to Blue Cross. When the services are extended for more than 30 days, prior approval must be obtained from Blue Cross on a monthly basis.

3. **PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist who is not normally a resident in your home.
4. **DIAGNOSTIC SERVICE:** Diagnostic laboratory tests and x-rays.
5. **ACCIDENTAL DENTAL:** Repair or replacement of natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within three years. Blue Cross must be notified immediately. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth is subject to a limit of \$500 per accident.
6. **FROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), 2 pairs of surgical brassieres following a mastectomy, surgical stockings for relief and control of varicose veins or following surgery on the legs, wigs (following chemotherapy, to a maximum of \$70), ostomy or colostomy supplies (where a surgical stoma exists), lancets, corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear, moulded arch supports (2 pairs per calendar year, up to the current maximum allowance payable under the Master Contract).
7. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
8. **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
9. **AMBULANCE:** Charges in excess of the provincial health plan allowance for licensed ambulance service or other emergency service used to transport the covered person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered, or from one hospital to another, or from hospital to the covered person's residence. (Emergency transportation includes transportation by air, rail or water.)
10. **Hospital Expenses and Supplies:** Charges for hospital services and supplies obtained from a licensed hospital or a surgical supply company while the person is not confined in the hospital.

11. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a. Clinical Psychologist;
- b. Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
- c. Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.

LIMITATIONS

Extended Health Benefits group coverage does not pay for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other source.
- Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except as outlined under "Benefits").
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- Any benefit provided outside Ontario at an amount greater than the reasonable and customary charges Blue Cross would pay for such a benefit, with the exception of allowances for rates of exchange as outlined under "General Information."

HOW TO CLAIM BENEFITS

When receipts (or bills) for allowable expenses exceed the deductible amount (if applicable) in any benefit period*, they should be sent with a claim form to:

ONTARIO BLUE CROSS
150 Ferrand Drive
Don Mills, Ontario
M3C 1H6

All receipts (or bills) should be on the printed letterhead of the person providing the service and must show clearly:

- (a) Name of patient
- (b) Description of service provided (Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number. All drug claims must be submitted directly to Blue Cross for reimbursement.)
- (c) Date(s) of service provided
- (d) Amount charged for each service

When your claim has been processed, Blue Cross payment for the appropriate amount will be sent to you.

Extended Health claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

The following benefit is added to and forms part of your EHB (Extended Health Benefits) coverage.

CHIROPRACTOR, OSTEOPATH, CHIROPODIST, PODIATRIST

Payment for the services of registered Chiropractors, Osteopaths, Chiroprodists and Podiatrists, up to the maximums shown in the Summary of Benefits. Benefits for chiropractic services are payable only after the annual maximum allowance under your provincial health plan has been paid.

2672A (INS) 7/93

SEMI-PRIVATE HOSPITAL ACCOMMODATION

Semi-Private Hospital Accommodation - if you are hospitalized in a public general or convalescent hospital, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge. When charges are incurred outside Ontario, Blue Cross will not pay an amount which is greater than it would pay for such charges when provided in Ontario to a resident of Ontario.

Refer to your Summary of Benefits for information regarding reimbursement of this benefit.

Claims

- Reimbursement will be made by Blue Cross to the hospital if billed directly by the hospital; or
- claim reimbursement directly from Blue Cross by submitting a detailed hospital account or paid hospital receipt to Ontario Blue Cross, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

2672 (SP) 7/93

VISION

Benefits

This plan provides a vision benefit, up to the amount and frequency shown on your Blue Cross Certificate, to you and each eligible dependent for eyeglasses (frames and/or lenses including contact lenses), and/or replacement eyeglasses (frames and/or lenses) as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist and purchased while coverage is in force.

This benefit may also be used for charges incurred to repair existing eyeglasses (frames and/or lenses).

Limitations

Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependant. The certificate of coverage is not transferable.

Exclusions

- The cost of the eye examination is not covered (eye examinations however, may be covered under your basic provincial government health plan);

- Industrial safety glasses, non-prescription sunglasses;

- Charges for expenses covered by Workers' Compensation Board, or any government agency or third party.

Claims

- Claim reimbursement directly from Blue Cross by submitting a claim form to Ontario Blue Cross, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6, attaching a printed receipt from the optometrist or optician showing the date of purchase or repair, the amount charged and the name of the person for whom the purchase was made or the service rendered.

2672 (VC) 7/93

HEARING AIDS

This benefit provides payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist.

Eligible charges include the cost of repairs and initial batteries.

Refer to your Blue Cross Certificate for the amount and frequency of payment.

Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Worker's Compensation Board or any government plan.

HA (01/89)

Blue Cross

OUT OF PROVINCE COVERAGE

The following benefits provide protection when travelling (for other than health reasons) or vacationing outside your province of residence. Refer to the Summary of Benefits for information regarding reimbursement of this benefit.

Note: None of these benefits will be paid for any condition resulting from a mental disorder; or to patients in chronic care hospitals, chronic units of general hospitals, or nursing homes.

Benefits

- a) Payment for the cost of hospital accommodation up to the ward level which is in excess of the amount paid by a provincial health plan or any other Blue Cross Plan.
- b) Hospital services and supplies not normally provided in a) above.
- c) Payment for charges made by a physician or surgeon (including diagnosis and treatment) when such charges are over and above the allowance made by a provincial health plan.
- d) When illness or injury is such that you must fly home and the physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, round trip economy fare for the medical attendant (not a relative), and extra costs for the number of economy seats required to return the covered person, by most direct route, to the air terminal nearest the departure point in Canada.
- d) Subject to payment by a provincial health plan, charges made by chiropractors, chiropodists and podiatrists to a maximum of \$10 Canadian per treatment date.

How to Claim Benefits

When eligible expenses are incurred outside your province of residence, request detailed receipts (in duplicate if possible). Send one set of receipts to your provincial government health plan for their consideration and payment. When they have replied, send original proof of their payment together with receipts and a completed claim form to Blue Cross for payment of remaining eligible benefits. Payment will be made in Canadian currency, based on the rate of exchange in effect at the conclusion of the service rendered as determined by any Canadian Chartered Bank. Please note that claims in foreign languages require an accompanying translation.

2672 (OOP) 8/93

DENTAL PLAN

Reimbursement of charges incurred by you and your eligible dependents for the following dental procedures will be made up to the fees outlined in the applicable Dental Association Fee Guide. Please refer to your Blue Cross Certificate for information regarding the appropriate Fee Guide and reimbursement of dental charges.

HOW TO CLAIM BENEFITS

If you and the dentist wish to have payment made directly to the dentist, have a completed Blue Cross/CDA standard dental claim form forwarded to Blue Cross.

If you wish to claim directly from Blue Cross, the completed claim form signed by the dentist should be sent to Ontario Blue Cross at 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

Dental claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated Blue Cross should be notified in advance. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

EXCLUSIONS

- Dental services not listed under Benefits.
- Dental services or supplies for cosmetic purposes.
- Charges in excess of the applicable Fee Guide for General Practitioners, as shown on your certificate.
- Dental services paid through any other source such as government or any other service.

SCHEDULE "H"

BENEFITS

r: 01101, 01102, 01103, 01202, 01204, but not more than one in any period of six consecutive months.

STTC

l, 02102, but not more than once in any period of 24 consecutive months, but not more than once in any period of six consecutive months.

02131-02136
02209, 02304, 02401, 02402, 02409, 02411, 02412, 02419, 02504, 02701-02704, 02709, 02801, 02802, 02809, 02921, 02931-02934,

, 04201, 04311, 04312, 04321, 04322, 04401

r: 05101-05104, 05109, 05201, 05202, 05209

NVE

11101-11103, 11201-11203, 11301-11303, 11401-11403, 11501-11503, but not more than once in any period of six consecutive months.

02101

Instruction: 13211-13214, 13219, 13231, 13232, 13239, but not more than once in any period of six consecutive months.

Insert, applicable only to dependent children: 15101, 15102, 15104, 15201, 15202, 15301, 15302, 15401, 15402, 15403, 15601, 15602, 15603, 15604

Ordinary equivalent: 43311-43314, 43319

PH and future benefits: 13401, 13409

C. MINOR RESTORATIVE

Caries/pain control: 20111, 20119, 20121, 20129

Amalgam restorations: 21111-21115, 21121-21125, 21211-21215, 21221-21225, 21231-21235, 21241-21245

Retentive pins: 21401-21405

Stainless steel/plastic full coverage, preformed restorations, applicable only to dependent children under 12 years of age: 22201, 22211, 22301, 22311, 22401, 22411

Tooth coloured restorations: 23101-23105, 23111-23115, 23121, 23122, 23211-23215, 23221-23225, 23311-23315, 23321-23325, 23401-23405, 23411-23415, 23501-23505, 23511-23515

D. MINOR SURGICAL

Extractions: 71101, 71109, 71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239

Removal of residual roots: 72311, 72319, 72321, 72329, 72331, 72339

E. ADDITIONAL SERVICES

Anaesthesia, used in conjunction with oral surgery, periodontal surgery, fractures and dislocations: 92101, 92102, 92212-92219, 92222-92229, 92252-92259, 92311-92319, 92331-92339, 92341

Professional visits: 94101, 94102, 94302

Consultation with another dentist: 93111, 93112, 93119

Drugs (injections): 96201, 96202

F. PERIODONTAL SERVICES

Non-surgical: 41101-41104, 41109, 41221-41224, 41229, 41301, 41302, 41309

Surgical: The maximum benefit payable will include charges for packing and post-surgical treatment. 42111, 42201, 42311, 42321, 42411, 42421, 42431, 42611, 42621, 42511, 42521, 42531, 42551, 42811, 42819, 42821-42823, 42829, 42831-42834, 42839, 73411, 73431

Adjunctive Services: 43111, 43211, 43231, 43241, 43261, 43281, 43289, 43411-43416, 43419, 43421-43426, 43429, 43611, 43612, 43621-43623, 43629

G. ENDODONTIC SERVICES

Pulpotomy, Pulpectomy - primary teeth: 32231, 32232, 32322

Root canal therapy: 33111, 33115, 33121, 33125, 33131, 33135, 33141, 33145, 33401-33403

Apexification: 33601-33604

Re-insertion of dentogenic media: 33611-33614

Periapical services: 34111, 34112, 34121-34123, 34131-34134, 34141, 34142, 34151-34153, 34161-34164, 34211, 34212, 34221-34224, 34231-34234, 34241, 34242, 34251-34254, 34261-34264

Root amputation: 34411, 34412

Surgery, endodontic, exploratory: 34441-34446

Perforations/resorptive defect, pulp chamber repair, or root repair, non surgical, surgical: 34511, 34521-34523

Isolation of Endodontic Tooth/Teeth: 39101

Hemisection: 34421-34423

Endosseous implants: 34461, 34462, 34471

Chemical bleaching: 39311-39313, 39319

Intentional removal, apical filling & replantation: 34451-34453

Emergency procedures: 20131, 20139, 32221, 32222, 32311-32314, 32321, 39201, 39202, 39211, 39212

Replantation (excluding root canal therapy and surgery): 76941, 76949

Repositioning of traumatically displaced tooth: 76951, 76952, 76959

H. MAJOR SURGICAL

Gingival fiber incision: 42331, 42339
Surgical exposure of tooth: 72511, 72519, 72521, 72529, 72531, 72539
Transplantation of a tooth: 72611, 72619
Surgical repositioning of a tooth: 72631, 72639
Enucleation of an unerupted tooth and follicle: 72711, 72719
Abutoplasty: 73111, 73121
Excision, removal of bone: 73152-73154, 73161
Reduction of bone, tuberosity: 73171, 73172
Gingivoplasty and/or stomatoplasty: 73211, 73221-73223
Surgical excision (cysts and tumors): 74111-74118, 74631-74638
Surgical incision: 75112, 75121, 75301, 75302
Fractures: 76201-76204, 76301-76304, 76911-76913
Repair lacerations, uncomplicated: 76961-76963
Frenectomy: 77801-77803
TMJ dislocation: 78102
Miscellaneous surgical services: 79111, 79311-79313, 79321, 79322, 79331-79333, 79341-79343, 79402-79404, 79601-79604

I. REMOVAL PROSTHODONTICS

Denture Adjustments: 54201, 54202, 54209, 54301-54303, 54401-54403, 54501-54503
Denture Repairs/Additions: 55101, 55102, 55201-55203, 55301, 55302, 55401-55403, 55501, 55509
Denture rebasing, relining: 56211-56213, 56221-56223, 56231-56233, 56241-56243, 56251-56253, 56261-56263, 56311-56313, 56321-56323, 56331-56333, 56341-56343, 56411-56413
Denture, tissue conditioning: 56511-56513, 56521-56523
Resetting of teeth: 56602

J. REMOVABLE PROSTHODONTICS

Complete dentures (once every 5 years): 51101-51104, 51301-51303, 51601-51603, 51701-51703, 51801-51803
Partial dentures (once every 5 years): 52101-52103, 52111-52113, 52201-52203, 52211-52213, 52301-52303, 52311-52313, 52401-52403, 52411-52413, 52501-52503, 52511-52513, 53101-53104, 53111-53113, 53201-53203, 53205, 53211-53213, 53215, 53301, 53302, 53304, 53401-53403, 53501-53503, 53611-53613, 53621-53623, 53701-53704, 53711-53713

K. FIXED PROSTHODONTICS

Pontics: 62101, 62103, 62501, 62502, 62701-62703
Retainers - inlay, onlay: 67321, 67322, 67331, 67341
Repairs: 66111-66113, 66119, 66211-66213, 66219, 66301-66303, 66309, 66711, 66719, 66721, 66729
Retainers - crowns: 67101, 67102, 67121, 67129, 67131, 67139, 67201, 67202, 67211, 67301, 67311, 67501, 67502
Splinting: 69201
Retentive pins in abutments: 69301-69305

L. MAJOR RESTORATIVE

Metal inlay restorations: 25111-25113

Composite inlay restorations: 25121-25123

Metal onlay restoration: 25511

Composite onlay restoration: 25521

Retentive pins: 25601, 25602, 25603, 25604, 25605

Crowns: 27111, 27113, 27114, 27121, 27201, 27211, 27301, 27311

Post and core: 25711-25713, 25721-25723

Metal transfer coping: 27501, 27502

Natural tooth preparation: 28101

Coping crowns: 28211, 28212

Other restorative services: 21301, 23601, 25731-25733, 25741-25743, 25751-25756, 29101-29103, 29109, 29301-29303, 29309

M. ORTHODONTIC SERVICES

Diagnostic services: 04931

Observation & adjustment: 80601, 80602, 80631, 80632, 80639, 80641, 80642, 80649, 80651, 80659, 80661, 80669

Removal of fixed orthodontic appliances: 80671, 80679

Orthodontic appliances: 81111, 81112, 81113, 81114, 81121, 81122, 81131, 81132, 81135, 81141, 81142, 81151, 81152, 81211, 81212, 81231, 81232, 81241, 81242, 81243, 81251, 81252, 81253, 81254, 81261, 81262, 81271, 81272, 81221, 81222, 83101, 83102, 83201, 83202, 14201, 14202, 14301, 14401-14403, 14409, 14311, 14312, 14319

In-office and commercial laboratory charges (when applicable to the above procedures): 99111, 99333

Prior to commencement of orthodontic treatment, the dentist should prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to Blue Cross for review to establish the extent of payable benefit.

EXTENSION OF BENEFITS

If an employee or dependent has impressions taken or a tooth prepared for an appliance while covered and benefits cease because of termination of employment, then coverage will be deemed to continue in force for 90 days for charges incurred for that treatment.

Claims will not be paid for any crowns, bridges or dentures for which impressions were made prior to the date the person's coverage started. Also, claims will not be paid for replacement or mislaid, lost or stolen appliances.

Letter of Understanding

The matter of developing job descriptions agreeable to the Employer and Hamilton Professional Fire Fighters Association will commence no later than March 31, 1983. The parties agree that the Wage and Salary ~~Officer~~ of the Employer will be present at on-going meetings between the parties to give guidance and to aid in resolving differences.

Letter of Understanding

The Union agrees to meet with the Employer during the term of this Agreement to discuss flexible benefit plans.

Letter of Understanding

The Employer agrees to implement and maintain a program of Temporary Modified Work and Vocational Rehabilitation for employees who are unable to carry out their normal duties as a result of illness, accident, or injury.

Letter of Understanding

The Employer agrees that it will introduce Firefighting clothing that meets the Project Fires Model performance and as agreed upon by the Health and Safety Committee. The Employer and the union agree that the clothing will be phased in over a five year period from the date the agreement is reached on the selection of the Firefighting clothing.

In the event the requirements are changed the phase-in time would have to be re- established.

Letter of Understanding

The employer agrees to continue the development of a critical incident stress de-briefing team.

Letter of Understanding

The Corporation agrees to an actuarial study with regard to the moving from H.M.R.F. to O.M.E.R.S.

Letter of Understanding

The Employer agrees that 90 days after ratification to establish a joint Management/Association Committee to examine the concept of Sabbatical leave of absence and to make recommendations to both parties as to the feasibility of such leave and how it might be implemented.

Letter of Understanding

The Employer and the Hamilton Professional Fire Fighters Association agree that 90 days after ratification a joint Management/Association Committee be set up to examine the issue of Physical Fitness.

Letter of Understanding

The Employer and the Association agree to examine the issue of salary differential for officer ranks.

Letter of Understanding

The Parties agree to strike a Study Group to discuss hours of work for the Fire Prevention Bureau and the positions of Storeskeeper and the Breathing Apparatus Technician.

MINUTES OF SETTLEMENT

THIS AGREEMENT between the Corporation of the City of Hamilton and the Hamilton Professional Fire Fighters Association, dated this _____ day of November, A.D. 1985.

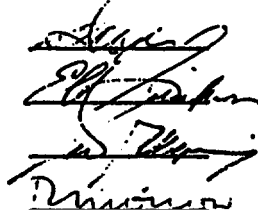
WHEREAS the Corporation of the City of Hamilton and the Hamilton Professional Fire Fighters Association have resolved their differences arising out of the change of carriers from Canada Life to Blue Cross on or about July 31, 1984, and the subsequent arbitration Award of Richard R. Walker, Q.C. dated July 18, 1985;

NOW THEREFORE, the Corporation of the City of Hamilton and the Hamilton Professional Fire Fighters Association mutually agree as follows:

1. The Corporation of the City of Hamilton guarantees to the Hamilton Professional Fire Fighters Association that exactly the same terms and conditions of the Canada Life Plans, being Policy No. 19776, which were in effect as of July 31, 1984 and referred to in Articles 11.4 and 11.5 of the Collective Agreement between the Corporation of the City of Hamilton and the Hamilton Professional Fire Fighters Association, shall constitute exactly the same terms and conditions of the Plans to be administered by Blue Cross and the Hamilton Professional Fire Fighters Association consents to having the Plans administered by Blue Cross. This guarantee does not cover the Minutes of Settlement between William G. Hallett and Arnie Hallett and the Canada Life Assurance Co. dated November 12, 1981.
2. The Corporation of the City of Hamilton agrees to abandon its application for Judicial Review No. 785/85 with solicitor client costs to the Hamilton Professional Fire Fighters Association for the Richard R. Walker Arbitration and Judicial Review.
3. The Hamilton Professional Fire Fighters Association and the Corporation of the City of Hamilton agree that these Minutes of Settlement shall constitute a full and final settlement of all differences arising out of the change in carriers from Canada Life to Blue Cross on or about July 31, 1984; and that these Minutes of Settlement shall constitute a full and final settlement for all remedies to which the Hamilton Professional Fire Fighters Association may have been entitled to under the Award of Richard R. Walker Q.C. dated July 18, 1985. These Minutes of Settlement shall not deprive William G. Hallett of any rights he may have under the Award of Richard R. Walker, Q.C. dated July 18, 1985.

ENTERED INTO THIS 24th DAY OF NOVEMBER, 1985, ON BEHALF OF:

**THE CORPORATION OF
THE CITY OF HAMILTON**



**THE HAMILTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

