

8/19/99

10000007

This Collective Agreement is superseded by the Local Agreement and August 9, 1993 for the Social Contract Act, where applicable.

6/c 20/1/99

EFFECTIVE JANUARY 1, 1997

FIGHTERS ASSOCIATION

OTTAWA PROFESSIONAL FIRE

AND

THE CORPORATION OF THE CITY OF OTTAWA

BETWEEN

COLLECTIVE AGREEMENT

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**COLLECTIVE AGREEMENT**

**THIS** AGREEMENT made in duplicate this       day of

**- BETWEEN -**

***THE CORPORATION OF THE CITY OF OTTAWA***

hereinafter called the "City"

of the first part

**- AND -**

***THE OTTAWA PROFESSIONAL FIRE FIGHTERS' ASSOCIATION***

hereinafter called the "Association"

of the second part

WITNESSETH that the City and the Association agree, each with the other, as follows:

**ARTICLE I**  
**APPLICATION**

- 1:01 In this Agreement unless the context otherwise requires:
- 1:02 "Department" means the Fire Department of the City.
- 1:03 "Employee" includes all full-time fire fighters of the Department with the exception of the Chief and the Deputy Chief.
- 1:04 A new employee of the Department shall be deemed to be on probation for the first twelve months of his employment. This time period may be extended with the agreement of the Chief and the Association.

**ARTICLE II**  
**RECOGNITION**

2:01 The City shall recognize the Association through its bargaining committee as exclusive bargaining agent for all employees and this Agreement shall be applicable to all employees.

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2:02 The Employer shall deduct from the pay cheque of present members of the Association and all future employees represented by the Association, all normal dues chargeable by the Association and shall remit the same to the Treasurer of the Association twice a month. "Normal Dues" shall not include entrance fees or special assessment levied by the Association.

An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article provided that the affidavit submitted by the employee shows the registered number of the religious organization and is counter-signed by an official of the religious organization involved.

2:03 The Employer agrees to deduct from the pay cheque of all present and future members of the Association such other deductions as may be agreed upon between the Employer and the Association provided the individual employee has signed an authorization to have such deduction made.

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2:04 All employees of the Ottawa Fire Department who are now members of the Association shall remain members of the said Association and all new employees of the Department shall become members of the said Association upon completion of a twelve-month probationary period.

### ARTICLE III

#### MANAGEMENT RIGHTS

- 3:01 Subject to the Fire Department Act, R.S.O. 1980 and the Regulations thereunder as amended, the Association recognizes that it is the exclusive function of the employer to maintain order, discipline, and efficiency; to plan, direct and control operations, to hire, promote and, for just cause, to suspend, discharge or otherwise discipline employees. The employer agrees that its functions, rights and obligations aforesaid will not be exercised in a manner inconsistent with the said Act or the terms of this Agreement.

### ARTICLE IV

#### DISCRIMINATION AND COERCION

- 4:01 There shall be no discrimination or intimidation of any employee on account of the employee's membership in the Association or by virtue of his holding office therein.
- 4:02 The provisions of this Agreement shall ensure to the benefit of and apply to all employees without discrimination or reservation.

### ARTICLE V

#### WORKING CONDITIONS

- 5:01 The uniformed force of the Department, with the exception of the Chief, Deputy Chief, Training Division, Maintenance Officer, Division Chief - Planning, Executive Officers, and the Communications and Inspection Staffs shall be divided into two sections of two platoons, each of which shall work according to the following system namely:
- 5:02 One platoon shall work day work for ten consecutive hours commencing at 8:00 a.m. followed immediately by fourteen consecutive hours off duty, and the other platoon shall work night work of fourteen consecutive hours commencing at 6:00 p.m. followed immediately by ten consecutive hours off duty, and the platoons shall alternate every seventh day from night work to day work and vice-versa.
- 5:03 Each employee working on the two platoon system shall work an average of 42 hours per week on a four-week cycle and shall be entitled to consecutive days off in each week on a strictly rotating system and also shall be entitled to be off duty on the Sunday between his period off duty on Friday and Saturday and his period off duty on Monday and Tuesday.
- 5:04 It shall be permissible for two employees to exchange days off provided they receive the authorization from the Chief.
- 5:05 Beds, blankets, mattresses and pillows shall be provided by the City in the stations for use on the night shift. The beds may be used between the hours of 10:00 p.m. and 7:00 a.m. only.
- 5:06 The hours of duty of the Assistant Division Chief-Communications shall be from 8:30 a.m. to 4:30 p.m. with one hour for lunch, Monday to Friday inclusive of each week.

- 5:07** (a) The hours of the Training Division staff shall be from 8:00 a.m. to 4:00 p.m., with one hour for lunch, Monday to Friday inclusive of each week.
- (b) The hours of work of the Safety Officers shall be agreed to by the Chief of the Department and the Association.
- 5:08** The hours of duty of the Maintenance Staff shall be from 8:30 a.m. to 4:30 p.m., with one hour for lunch, Monday to Friday inclusive of each week.
- 5:09** The hours of the Fire Prevention Division are to be agreed to by the Chief of the department and the Association.
- 5:10** The hours of duty of the Division Chief - Communications, Division Chief - Planning and Division Chief - Prevention shall be from 9:00 a.m. to 5:00 p.m. and during June, July and August shall be from 9:00 a.m. to 4:30 p.m. with one hour for lunch, Monday to Friday inclusive of each week.
- 5:11** Communications Dispatcher and Assistant Dispatcher shall work such shift arrangement as agreed to between the Chief of the Department and the Association.
- 5:12** The hours of work of the Executive Officers will be determined by the Chief and the Association.
- 5:13** (a) During the life of this Agreement flexible working hours may be introduced in part or in whole provided that:
- i) The normal daily working hours for all employees, except regular shift, fall between the hours of 7 a.m. and 7 p.m.
- ii) They be consecutive and do not exceed the number of daily working hours provided for in this Agreement. This provision shall be altered only by mutual agreement in writing between the Chief and the Association.
- iii) They shall be mutually agreed upon between the Chief and the employees.
- (b) A flexible work week may be introduced during the life of this Agreement subject to mutual agreement between the Chief and the Association. This section does not apply to those members on shift work.
- 5:14** The City shall be entitled to schedule the hiring of new employees so as to enable such new employees to be trained conveniently. Vacancies in the present work force created by death, retirement, resignation or discharge shall not, however, be left unfilled for a period exceeding six months; provided, however, that the number of such vacancies in the work force shall at no time be permitted to exceed ten.
- This provision is further explained in Addendum #3, Memorandum of Agreement.
- 5:15** The Corporation shall continue to indemnify and save harmless its fire fighters from civil liability flowing from his duties and shall continue the coverage under its present existing general liability policy or equivalent coverage.
- When a fire fighter is charged with a criminal or quasi-criminal or statutory offence flowing from his duties of which he is acquitted he shall be reimbursed for any charges as are assessed pursuant to the Solicitor's Act or as agreed upon by counsel for the Corporation.

This provision applies regardless of whether or not the fire fighter is acquitted where the fire fighter is directed to engage in the conduct in question.

**5:16** Free parking shall be supplied by the City for all on-duty employees of the Department at their place of work.

**5:17** A Fire Department manned Emergency Car (Ambulance) with stretcher, resuscitator-inhalator and appropriate first aid materials shall be in service at all times.

**5:18** Stand-By Pay

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49  
3 1/2 hours

Any member of the Fire Prevention Division who is required to stand-by shall receive one (1) hour's pay at straight time rates for nights falling on Mondays through Fridays. Stand-by pay for each Saturday, each Sunday and each Statutory Holiday shall be at the rate of three and one-half (3 1/2) hours straight time. Payment for stand-by shall be in the form of cash.

On any call-out from stand-by, the employee shall be paid at a rate of time and one-half over and above his stand-by time. Payment shall be in the form of cash.

**5:19** Job Security/Contracting out

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Except to the extent and to the degree agreed upon by the parties and except in the case of an emergency, training or instruction, no work customarily performed by an employee covered by this agreement shall be performed by another employee or by a person who is not an employee of the Corporation.

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**5:20** Minimum Staffing - Pumps/Aerials

(a) Pumps shall respond with a minimum crew of four (4) firefighters.

(b) Aerials shall respond with a minimum crew of three (3) firefighters.

The only exception to the foregoing would be an unforeseen emergency such as a firefighter about to leave for an emergency call injuring him/herself and no replacement being available. In this case it would be permissible to send the pump/aerial with less than the required minimum.

**ARTICLE VI**

**VACATION**

**6:01** Every employee of the Fire Department shall be entitled to vacation in accordance with the following formula:

- After 1 year of service - 2 weeks
- After 3 years of service - 3 weeks
- After 9 years of service - 4 weeks
- After 18 years of service - 5 weeks
- After 24 years of service - 6 weeks
- After 30 years of service - 7 weeks

↓ 54 / 1 - 2  
3 - 3  
9 - 4  
18 - 5  
24 - 6  
30 - 7

**6:02** The vacation period for the members of the Fire Prevention Bureau shall run from May 1st to October 15th each year. The Chief may grant, upon written request, vacations other than specified above.

- 6:03 Vacation periods shall be drawn on a rotating system established by the Chief after consideration of such recommendations as the Bargaining Committee of the Association **may** see fit to make. Vacation periods for the foregoing (Section 6:01) will run from January 1st to December 31st of each year.
- 6:04 An employee who becomes entitled to sick leave during the period of his vacation shall thereupon be placed on sick leave and shall not be prejudiced with respect to the enjoyment, at a later time to be determined by the Chief under the general system pertaining to vacations, of that portion of his vacation period during which he has been placed on sick leave. A Doctor's certificate shall be required for any member using sick leave under this section.
- 6:05 An employee who enters the service of the Fire Department between January 1st and June 14th after completing six months of continuous employment shall be entitled to one week annual vacation in the calendar year in which he was employed. An employee entering the service of the Fire Department between June 15th and December 31st after completion of six months continuous employment and after January 1st. **or** any employee who enters the service of the Fire Department between January 1st and June 15th, after completion of twelve months of continuous employment shall be entitled to apply for two weeks annual vacation. Should the employee leave the service of the Corporation before December 31st after having taken this leave, his final cheque shall be adjusted proportionately to the amount of leave which he has taken over that which he has earned.
- 6:06 In any calendar year an employee **is** entitled to vacation in accordance with the formula outlined in Article VI, Section 6:01. In the event of death or retirement during the calendar year the employee is to be paid the sum of outstanding vacation leave credits specified under Article VI Section 6:01, the rate to be calculated at the employee's annual salary.

Termination for any other reason will result in pro-rating of the employee's vacation pay allowance. It is understood that the above does not apply to any form of retirement.

## ARTICLE VII

### STATUTORY AND DECLARED HOLIDAYS

- 7:01 All employees shall be entitled to 12 Statutory and Declared Holidays in addition to their annual vacation. In lieu of Statutory and Declared Holidays, each employee in the Fire Fighting and Communications Division and employees occupying positions of Safety Officer shall be entitled to one day's pay for each such holiday except that in respect of four (4) of these holidays the employee shall have the option of equivalent time off in lieu of pay. The employee must signify his intention in writing to the Chief by November 1st of the preceding year. The equivalent time off shall be taken at a mutually agreed upon time.

The statutory holidays shall be:

NEW YEAR'S DAY  
GOOD FRIDAY  
EASTER MONDAY  
VICTORIA DAY  
CANADA DAY  
CIVIC HOLIDAY

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—  
12

LABOUR DAY  
THANKSGIVING DAY  
ARMISTICE DAY  
CHRISTMAS  
BOXING DAY  
EASTER SUNDAY

In addition to those set out in the preceding paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario, or the Mayor of Ottawa, shall be a statutory holiday.



- 7:02 Employee's date for determining his entitlement to payment in lieu of statutory holidays shall be the actual date of his appointment to the Fire Department.
- 7:03 The calculation of the rate of entitlement shall be as follows: The daily rate will be determined by dividing the annual salary by 182 days. This shall be for the Fire Fighting Division and for the Communications Dispatcher and Assistant Dispatcher.
- 7:04 For other divisions of the Department working a five day week, i.e., Administration, Fire Prevention, Training Centre, Maintenance and the Communications Centre, the daily rate will be calculated by dividing the annual salary by 261 days.
- 7:05 Lieu days shall be paid at the following times:  
 6 days paid with the first cheque in **June** of each year.  
 6 days paid with the first cheque in December of each year.
- In addition, any day proclaimed as set **out** in 7:01, shall be paid on the next Lieu Day Cheque.
- 7:06 Any employee required to work on a Statutory Holiday, in addition to his regular salary, shall be credited with one half hours pay at straight time for each hour **so** worked.
- For the purpose of this section, the Statutory Holiday shall reflect the twenty-four hours period from 12:01 a.m. to 11:59 p.m.
- Hourly rate shall be calculated by dividing the annual salary by the hours worked in a year.
- Payment shall be made to the employee within thirty (30) days of such holiday.

## **ARTICLE VIII**

### **COURT TIME**

- 8:01 Court time shall be deemed to be time spent by a member in his off-duty hours in attendance at any court, civil trial, inquest, inquiry **or** departmental trial or hearing(excluding such time he is required to spend on such tribunal for personal reasons) or any time spent as a result of his service to the department in litigation of any description.
- 8:02 When a member is required to attend court during his normal tour of duty and is prevented from going off duty at his normal time, time in excess of his normal tour of duty shall be credited at time and one-half to the member's accumulated court time.
- 8:03 When a member is required to attend court immediately before his tour of duty, he shall be paid from the time he is required to report for court until he reports for duty at the rate of time and one-half.
- 8:04 When a member is required to attend court in his off- duty hours he shall receive in compensation thereof four **(4)** hours court time at time and one-half for each morning, afternoon or evening attendance.

- 8:05 When a member is required to attend court on any occasion during his annual vacation he shall be granted three (3) extra days leave in compensation thereof for each day or portion thereof for which he may elect to take pay or time off.
- 8:06 Any fee received by the member shall be turned over to the Corporation of the City of Ottawa in lieu of court time as herein defined.
- 8:07 When a member is required to attend an inquest and when the inquest continues past 12:30 a.m. the member shall be entitled to an additional 4 hours pay at time and one-half over and above his entitlement under Section 8:04 above.
- 8:08 Where a member attends court, in accordance with the provisions of Article VIII, the time spent by the member shall be compensated either with pay or time off in lieu. Where pay is to be received the hourly rate that is utilized in Article VII, Sections 7:03, 7:04 and 7:05 will be applicable.

**ARTICLE IX**

**ACCIDENT AND SICKNESS**

- 9:01 (a) Any employee who is unable to return to work as a result of the findings of the proper medical authorities as defined in Article XVII, Departmental Rules, Section 17:04, will not be entitled to accumulate further sick leave including any special sick leave entitlement (Section 9:04) from the date of official notification from this board that he cannot continue as a fire fighter. The employee will be entitled to use up all accumulated sick leave to his credit.
- ✓ (b) Any employee who is off work on compensation and is found by the Workers' Compensation Board medical authorities to be unable to return to work as a fire fighter, will not be entitled to accumulate further sick leave from the date of official notification from the Workers' Compensation Board that he cannot return to work as a fire fighter. The employee will be entitled to use up all accumulated sick leave to his credit.
- 9:02 Every employee off duty as a result of personal injury by accident arising out of, and in the course of his employment within the meaning of the Workers' Compensation Act, shall be provided with free hospitalization and medical care as prescribed by the Workers' Compensation Board and full salary during the period off duty. No employee whose case is being handled by the Workers' Compensation Board will have his employment terminated in the absence of suitable medical evidence which indicates that he is unable to return to full employment as a firefighter or that he is unlikely to be able to return at some future date.
- 9:03 Every employee shall be entitled to one and one-half days leave of absence with full pay for every completed month of service from the time of his appointment on account of sickness or accident not occasioned by or suffered in the performance of his duty. The unused portions of such leave of absence shall be cumulative.

✓ 73  
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 18 days  
 acc. no limit

- 9:04 Every employee shall be entitled to leave of absence with full pay on account of sickness or accident not occasioned by or suffered in the performance of his duty to the extent of 18 days in excess of his entitlement as hereinbefore provided. In the event that all or any part of his additional entitlement is used, the normal entitlement earned by service under the provisions of the foregoing shall be applied in the first instance to restore the additional entitlement to the full extent to which it has been used. No part of this additional entitlement shall be considered for the purpose of determining retirement leave.
- 9:05 With respect to Article 9:04, the certificate of the medical examiner of the Department as to the condition of the employee shall be final and conclusive.
- 9:06 The Chief may grant leave of absence with full pay for a period not exceeding one week in any one calendar year on the following basis:
- 63A Paid ✓ (a) Death of wife, child, father, mother, sister, brother, step-father, stepmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, four (4) days shall be granted, if required.
- One day leave of absence with full pay shall be granted to any employee to attend the funeral of the employee's grandparent. Grandparent is to be defined as the father or mother of the employee's father or mother.
- 63G Paid ✓ (b) Sickness of wife, maximum of three (3) days each year providing however that the illness of the spouse is an emergency and unforeseen and that the employee has no other leave entitlement to his credit which could be used to give him time off.
- (c) Quarantine - The time shall be designated by the Medical Officer of Health
- (d) All such leave shall be reported by the Chief to the Chief Administrative Officer through the Commissioner of Human Resources. The extension of the above paragraphs or where any employee's total allowance of compassionate leave will be in excess of five (5) days in the current calendar year, application shall be made through the Chief to the Commissioner of Human Resources.
- 9:07 The Chief, on written recommendation of any Medical Doctor, may grant leave of absence without pay for a period of not more than one month in any calendar year as an extension of leave of absence provided by Section 9:06 of this Article. All such leave shall be reported by the Chief to the Chief Administrative Officer through the Commissioner of Human Resources.
- 9:08 In the event that an employee has used all his accumulated sick leave as hereinbefore provided for sickness or accident not occasioned in the performance of his duty, the executive of the Association may, with the approval of the Chief or Deputy Chief, arrange with other employees to volunteer their services on their day off so that the affected employee may continue on the strength of the Department.
- 9:09 A maximum of five (5) days sick leave shall be allowed without furnishing a Medical Certificate or Form 602 in any one (1) calendar year.
- 9:10 In February of each year all employees are to receive a notice informing them of the amount of cumulative sick leave they have to their credit as of January 1 of that year. Also in February the employees will be advised of the number of sick days deducted as a result of illness in the previous year.

## **ARTICLE X**

### **TERMINAL LEAVE - DEATH OR RETIREMENT**

- 10:01 When an employee dies or retires with accumulated sick leave to his credit, payment of such accumulated sick leave shall be made to the estate of the employee or to the employee himself to a maximum of one-half (A) of the annual salary for the employee's classification as set forth in the salary schedule of this Collective Agreement. One half of the annual salary is to be equated to 130½ days pay. ✓ 76 E - F //
- 10:02 Every employee who voluntarily resigns from the Fire Department after completing five (5) years' service shall be paid a terminal allowance of 50% of the accumulated sick leave to his credit to a maximum of one-half (A) year's annual salary.
- 10:03 The allowance provided by sections 10:01 and 10:02 shall be based on the daily salary or wage of the employee in effect at the date of severance of employment counting working days only. For the purpose of determining the daily rate applicable to credits of Article X, the annual salary should be divided by 261 days.
- 10:04 If any employee before reaching his 60th birthday notified the Chief Administrative Officer through the Head of the Department concerned that the employee desires to take terminal leave prior to the date of retirement, the employee shall be entitled to leave of absence with full pay for such number of working days not exceeding 130 immediately prior to the date of retirement as the employee shall have accumulated, up to the date of commencement of such leave, as unused leave of absence on account of sickness.
- 10:05 The basis for the special entitlement to widows of Fire Fighters killed in the course of duty would include the following:
- (a) The maintenance of the salary of the Fire Fighter's rank to the widow including regular adjustments.
  - (b) In considering the total income for the purpose of (a) above, the amount would be reduced by the amount of any pension from the Workers' Compensation, from C.O.S.F., O.M.E.R.S., or from any source to which the Employer had contributed in whole or in part, except Group Life Insurance.
  - (c) The arrangement would continue as long as there was a dependent child, as defined by the Workers' Compensation Board or for five years, whichever is longer. In any event, the arrangement would cease at the time when the deceased Fire Fighter would have attained normal retirement age.

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**ARTICLE XI**

11:01 <b>Salaries</b>	<b>Jan 1, 1992</b>	<b>June 1, 1992</b>	<b>January 1, 1993</b>
<b>Group 1</b> Probationer	\$34,390.51	\$34,734.35	\$35,250.37
<b>Group 2</b> Third Class Fire Fighter	\$39,624.28	\$40,020.56	\$40,614.84
<b>Group 3</b> Second Class Fire Fighter	\$44,555.43	\$45,001.02	\$45,669.39
<b>Group 4</b> First Class Fire Fighter Assistant Dispatcher	\$50,338.10	\$50,841.60	\$51,596.59
<b>Group 5</b> Lieutenant Dispatcher Inspector	\$55,373.08	\$55,926.93	\$56,757.31 110% of First Class Fire Fighter Salary
<b>Group 6</b> Captain Training Officer Assistant Division Chief - Prevention Assistant Division Chief - Communications Safety Officer Maintenance Officer	\$60,405.72	\$61,009.66	\$61,915.95 120% of First Class Firefighter Salary
<b>Group 7</b> District Chief Division Chief • Training Division Chief • Planning Division Chief • Prevention Division Chief • Communications	\$65,440.18	\$66,094.47	\$67,076.16 130% of First Class Firefighter Salary
<b>Group 8</b> Platoon Chief	\$70,473.86	\$71,178.50	\$72,235.58 140% of First Class Firefighter Salary
<b>Group 9</b> Executive Officer	\$78,024.77	\$78,805.07	\$79,975.37 155% of First Class Firefighter Salary

Any person hired from outside the Bargaining Unit to fill an Assistant Dispatcher position after January 1, 1990, shall progress through the incremental stages as follows:

- First year.....**Group 1**
- Second year.....Group 2
- Third year.....Group **3**
- Fourth year.....Group 4

Advancement from one classification to the next shall be based on service, performance and personal appraisals. These appraisals shall be carried out by the Division Head and the Executive Officer in charge of the Division.

**11:02**    Service Bonus

- (a) Each employee who has completed ten (10) years service in the Department and annually thereafter shall in addition to the salary set out in subsection 11:01, receive a service bonus in accordance with the following scale:

- After 10 years of service - \$120.00
- After **15** years of service - **\$180.00**
- After **20** years of service - **\$240.00**
- After **25** years of service - **\$300.00**
- After **30** years of service - **\$360.00**
- After **35** years of service - **\$420.00**

52 B ✓  
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- (b) Employees having completed the requirements of Sub-Section (a) of Section 11:02 are entitled to the full amount upon termination of employment for whatever reason in that calendar year.
- (c) Service Bonus shall be paid with the second cheque in November of each year.

**11:03**    Pay for Acting Rank

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An employee detailed or assigned to assume the duties or responsibilities of, or to act in the capacity of and perform the duties normally performed by an employee of a higher job classification or rank shall be paid acting pay at the rate of that paid to the employee of higher rank or job classification for all periods in which the employee so acts.

Any member acting in a higher rank on a statutory holiday shall receive Lieu Day pay at the higher rate for that day. Payment for acting rank, as aforesaid, shall be computed on the same basis as payment in respect of Lieu Days (see Article VII, Section 7:03).

Acting pay shall be paid twice a year. All acting days from January 1 to June 30 shall be paid by July 31 of that year. All remaining acting days shall be paid by January 30 of the next year.

When promoted an employee shall receive payment for all acting days to his credit within thirty (30) days of the promotion.

**11:04**    Training leave and Allowance

Employees of the Fire Department attending the Ontario Fire Marshal's College with authorization of the Chief, shall be entitled to expenses of \$10.00 per day.

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All other training, seminars, and conferences authorized by the Chief shall be governed by the Allowances outlined in City Council Minutes of April 16, 1968 and as amended March 3, 1975 and from time to time thereafter.

For travelling purposes, the Corporation will ensure that the employees have Workers' Compensation Board coverage for the period of 24 hours immediately preceding the commencement of the seminar and the period of 24 hours immediately following the conclusion of the seminar.

**11:05 Automobile Allowance**

Personnel authorized by the Chief to use their privately owned automobiles for departmental business will receive 30¢ per kilometer. It is also agreed to pay a flat rate of \$10.00 to any member for emergency call back.

**11:06 Cleaning Allowance**

All employees of the Fire Department not issued with work clothing shall receive a cleaning allowance of \$25.00 per month from the time of entitlement. This allowance to be paid in a lump sum with the first cheque in December of each year. Any employee who is unable to return to work as a result of the findings of the proper medical authorities as defined in Article XVII, Departmental Rules, Section 17:04 will not be entitled to this benefit from the date of official notification from this board that he cannot continue as a fire fighter.

**11:07 Overtime**

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When an employee of the Department (with the exception of the Fire Fighting Division employees) agrees to do extra duties after his regular working hours, he shall be credited at the rate of one and one-half hours for every hour of overtime he is required to perform. All time worked in excess of his normal work day or work week shall be credited for the purpose of ~~time-off-in-lieu~~. On December 1st of each year the employee will review the time-off owing and may elect to either be paid in the form of cash or transfer the credits remaining to his credit into the following year. An employee shall only be entitled to carry over a maximum of twenty (20) days into the next calendar year. Time-off-in-lieu to be taken is to be by agreement between the employee and the Chief of the Department.

When an employee of the Fire Fighting Division agrees to do committee work after his regular working hours, the employee shall be credited at the rate of one and one half hours for every hour worked. All work on committees in excess of their normal work day or work week shall be credited for the purpose of time-off-in-lieu. Time-off-in-lieu to be taken is to be by agreement between the employee and the Chief of the Department. Unused portions of time-off owing shall be paid in January of each year.

**ARTICLE XII**  
**MEDICAL PLAN LIFE INSURANCE**

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 $\frac{70K}{100}$                        $\frac{76G}{1}$

**12:01** The City shall pay **100%** of the premium of the Blue Cross Supplementary Hospital Plan for members of the Fire Department.

The City's share of **the** Fire Fighters' Extended Major Medical Insurance shall be:

For each Single Employee                      \$30.00 per month  
For each Married Employee                      \$45.00 per month

**12:02** The City shall contribute from the time of retirement at age 60 or with a minimum of 30 years service, to age 65:

Single - \$ 6.00 per month  
Married - \$14.00 per month

towards Extended Major Medical Insurance. It is understood by the parties that the City's contribution towards an Extended Medical Plan for retirees shall only apply to those employees retiring after January 1, 1988.

**12:03** The Corporation's share of the Fire Fighter's Group Life Insurance Plan shall be **\$35.83** per employee per month. ✓ *70¢ flat sum* ✓ *72/no details*

**12:04** During the period that an employee is a member of such approved plan or plans, the City shall deduct and remit the employee's share of the cost of such membership.

**12:05** The Corporation agrees that should any form of premium be re-introduced for Medicare coverage that the Corporation will pay 100% of this premium.

Members residing in Quebec would also become eligible for a payment equal to that of O.H.I.P. premiums. Payment is to reflect the total period of residence by the employee, in Quebec, in the previous year.

**12:06** **Dental Plan**

The Employer shall provide the members of the Association with a dental plan equivalent to the basic Blue Cross No. 7 and Rider 1 and Rider 2 (80% of the schedule with a \$1,000 annual maximum) and Rider 3 (50% of the schedule with a \$1,000 annual maximum and a \$3,000 lifetime maximum) and Rider 4 (50% of schedule with a \$1,000 annual maximum and a \$3,000 lifetime maximum) with the 1992 ODA Schedule of Fees.

The premiums of this plan shall be shared with the Employer paying 75% and the member paying 25%.

✓  $\frac{70E}{75}$                        $\frac{71}{}$  ✓  
*Basic Plus*



## ARTICLE XIII

### **13:01 Disciplinary Procedure**

Any member who is requested to appear before the Chief of the Fire Department on a disciplinary matter and the resultant action taken by the Chief could fall into the following categories: suspension, dismissal, demotion, reduction in classification, reduction in pay; the Chief and his Administration shall adhere to the following procedure:

- (a) The person called into the Chief's office will be told that it is a disciplinary matter and that he is entitled to a representative of the Association to speak on his behalf if he so desires.
- (b) The Chief and his Administration will inform the accused in writing of the charge, together with such particulars including details as to time and place, as will leave him under no misapprehensions regarding the allegations against him.
- (c) The accused shall be ordered to state in writing whether he admits or denies the charge, and shall be allowed to give in writing any explanation which he may wish to offer.
- (d) The accused shall be told by the Chief and his Administration that if he believes he has been unjustly dealt with, he can resort to the grievance procedure under Section 13:02.

### **13:02 Grievance Procedure**

- Section 1 Within the terms of this Agreement, a grievance shall be defined as a difference arising between an employee or employees or the Association and the Corporation as to the meaning and application of the provisions of this Agreement and all matters pertaining thereto.
- Section 2 It is the mutual desire of the Employer and the Association that complaints of the employee be adjusted as quickly as possible. The employee shall discuss his complaint with his superior officer within one (1) month of becoming aware of the incident or event giving rise to the complaint in order to afford the superior officer an opportunity to resolve the complaint. It is understood that an employee has no grievance unless he has discussed the complaint with his superior officer. In discussing his complaint, the employee may be accompanied by one authorized representative of the Association.
- Section 3 Any employee's complaint which is not settled by his superior officer within five working days shall be reduced to writing and dealt with in the following manner.
- Section 4 Upon acceptance by the Association, the Chairman of the Grievance Committee shall present said grievance in writing to the Chief of the Department within ten (10) working days. The Chief of the Department shall confer with the Association's representatives within ten (10) working days in an endeavour to reach a satisfactory settlement and within three working days shall report to the Chairman of the Grievance Committee. Failing a satisfactory settlement:  
  
STEP ONE The Chairman of the Association Grievance Committee shall present the grievance in writing within twenty (20) working days to the Commissioner of Corporate Services for consideration of a grievance committee. The Grievance Committee shall be composed of the Commissioner of Corporate Services or the Director of Labour Relations, Fire Chief or Deputy Fire Chief and an Association Representative. The Committee shall meet to

consider the grievance within three working days and shall report its findings within **six** working days to the Chairman of the Association Grievance Committee.

- Section 5 After exhausting the grievance procedure herein provided, either party may request that the grievance be submitted to arbitration as provided for in the Fire Department's Act, Section 7 (5).
- Section 6 The time limits stipulated in this procedure may be extended by mutual agreement in writing. Such Agreement shall not be unreasonably withheld.
- Section 7 **No** employee shall be discharged **or** disciplined except for **just** and sufficient cause. In any discharge **or** discipline grievance the single arbitrator shall have the power to dispose of the grievance by any arrangement which in the opinion of the single arbitrator is deemed to be **just** and equitable.

13:03 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than (36) thirty-six months have elapsed since the disciplinary action has been taken provided that no further disciplinary action has been recorded.

13:04 An employee shall have the right upon (10) ten days written notice to the Chief of the department to have access to their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become pan of the permanent record. An employee will have the right to have an Association representative accompany him.

#### **ARTICLE XIV**

14:01 (a) **Promotions and Seniority**

- For seniority purposes, an employee's length of service shall be calculated from the date the employee started work for the Fire Department. Any employee whose continuity of service has been broken for any reason (Her Majesty's Armed Forces in time of conflict excepted) shall be considered a new employee and seniority of years of service of such employees shall be calculated from the date of re-entry into the service.
- (b) Save as hereinafter provided in clause (c) hereof, the seniority of service of a member transferring from one branch of the Fire Department to another commences from the date of his entry into that specific branch and only service in the branch of the Department in which he is currently serving shall count.
- (c) Provided a member, subject to the consent of such member, may be transferred from one branch of the Fire Department to another for training purposes for a period not exceeding eighteen months, and the seniority of service acquired in such other department during the training period shall be added to the seniority of service held by him in the branch from which he was transferred on his returning to such branch.
- (d) Should automation occur in a branch of the Fire Department and the members of said branch are transferred to the Firefighting division, the following formula shall be used to calculate the affected members' seniority; they shall not write the promotion exam for a minimum of 10 years calculated from their date of entry into the Fire Fighting division and they shall receive 50% of their seniority point entitlement accumulated in the division that was automated.

14:02 Probationary to First Class

The advancement in classification through the ranges from Probationary Fire Fighter to First Class Fire Fighter is based on service with qualifications. Upgrading in each classification shall take place as a result of a written examination and personal assessment and on completion of the following periods of service in each classification.

- (1) Probationary Fire Fighter 1 year
- (2) Third Class Fire Fighter 1 year
- (3) Second Class Fire Fighter 1 year

$\frac{8}{360}$   
*calendar days*

The subject material for all examinations will be drawn from the present training manual, Part 1 Orders and any new material agreed upon by the Administration and the Association. All material is to be in the hands of all members at least one year prior to the date of the promotional examination.

The use of non-programmable calculators will be allowed when writing the aforementioned examinations.

The date of increase of the adjustment of the employees annual salary to reflect the above advancement shall be the anniversary date of the employee's hiring.

Promotions and Acting above First Class

The following is approved on the basis of implementing this general policy for the purpose of establishing an eligible list for promotions and acting rank in all ranks of the firefighting division up to and including the rank of executive officer.

- Written Examination - 40 points
- Ratings - 30 points
- Seniority - 30 points

$\frac{27A}{1}$

Allocated on the following basis:

Fire Fighter - 2 points for each completed year of service and .1666 points for each completed month thereafter to a maximum of 30 points. Starting from the 10th year of service to the 25th year of service.

Officer - 3 points for each completed year of service in the present rank and .25 points for each completed month thereafter in the present rank to a maximum of 30 points.

The ratings of Fire Fighters will be made by the Senior Officer of each Platoon in each station, in consultation with his Lieutenants, (15 points); and the District Chief or Acting District Chief of his Platoon, (15 points). The ratings of Lieutenants and Captains will be made by the District Chiefs (15 points) and the Platoon Chiefs (15 points) of their respective platoons.

The ratings of District Chiefs will be made by their respective Platoon Chiefs (15 points) and the Deputy Chief or Chief of the Department (15 points).

All ratings to be made in triplicate for all ranks with one copy to be retained by the officer doing the rating, one copy to be given to the person being rated and one copy sent to the Administration for the compilation of the overall mark.

The person receiving the rating is to sign all three copies to indicate he is aware of his rating and is to be given his copy of the rating sheet prior to the promotional exam.

It is further understood that:

- (a) An average of 60% must be attained on the written examination to qualify for a promotion.
- (b) Ten completed years of service before March 15 are required in order to be eligible to write the qualifying examinations.

Seniority points shall accumulate up to March 15 for examinations.

- (c) After the posting of examination dates, the members shall be required to submit in writing to the Chief, if they are desirous of competing in promotional examinations. Those who do not desire to write shall not be prejudiced at a later date for future promotion.

- (d) The written examination questions shall consist of the following:

- 1) Multiple Choice
- 2) ~~True~~ and False

The subject material for all examinations will be drawn from the present training manual, Part 1 Orders and any new material agreed upon by the Administration and the Association. All material is to be in the hands of all members at least one year prior to the date of the promotional examinations.

The use of non-programmable calculators will be allowed when writing the aforementioned examinations.

- (e) After promotion has been acquired, two years in the attained rank before March 15 shall be required before an employee is eligible to write for further promotion.

Any member promoted due to a vacancy that occurred prior to March 15 shall be eligible to write the next exam in two years time.

Seniority points shall accumulate up to March 15 for examinations.

- (f) The eligible list for promotion and acting rank will remain in force and effect for a period of two (2) years after its establishment, except in cases where the eligible list is insufficient to meet the Department's requirements. Examinations will be from February 1st to 15th every second year. Members who are not capable of writing the promotional exams at the prescribed time and place, shall be allowed to write a different examination one year later. This shall be allowed contingent upon a Doctor's certificate stating that the person was in no condition to write the original promotional examination at the time it was held. Establishment of the new eligible list shall be March 15th. The publication of the new eligible list shall be on the Monday following March 15.
- (g) The eligible list will be established in accordance with the candidate's total points out of a possible 100 with the candidate scoring the highest marks to be the first to be considered for promotion and acting, except in the category of first class fire fighter where the top fifty-six (56) will receive equal acting, conditions permitting.

- (h) It is recognized that the Chief of the Department has the final responsibility for the selection of a member of the Department for promotion. If promotions are not made in accordance with the eligible list or certain candidates after scoring a qualifying mark are not allowed to act in a senior rank, the Chief will give his reasons to the candidates concerned at the candidates' request. The candidate by-passed in terms of promotion or acting rank will have the right to appeal through the normal grievance procedure as laid down within this Agreement.
- (i) The complete eligible list with all the marks of all the candidates will be kept as follows:
- one copy in the Chief's office and,
  - one copy in the Association's office.

The only list to be made public knowledge being the list indicating the number required for promotion and acting. This list shall be posted in all fire stations and shall not indicate the marks of those individuals on the list.

- (j) All members shall write at the same time of day and replacements if necessary shall be arranged by the candidates themselves with the co-operation and assistance of the Association and the Chief of the Department. Replacements will be paid for this time in cash (Lieu Day Rate) by the Corporation. Notwithstanding the foregoing, no eligible member will be denied the opportunity of competing in the promotional examinations.

On the day of the examination, answer sheets and examination sheets shall be on separate papers. The member may take the examination paper home with him. The answer sheet must be turned in before he leaves the examination room.

The Chief's office shall make a photocopy of all answer sheets to be kept pending any review of said examination.

- (k) No employee shall be eligible for promotion to a higher rank than the rank immediately above the rank in which he is presently serving, nor shall he be eligible to act in a rank higher than that for which he has become eligible pursuant to Article XIV hereof, so far as practical, having regard to the exigencies of the Fire Department.
- (l) A review board shall proofread the exam in each category after the examination has been written to determine the validity of the questions and answers prior to the examinations being marked. The Fire Chief shall determine the members of this review board.
- (m) The papers of the written examination will be picked up and signed for by the candidate at the Fire Chief's office. These papers include the candidates mark in each category, his total mark out of 100 and his initial placement on the promotion and acting list subject to change due to corrections.
- (n) Any members who have equal aggregate scores shall be so notified when they pick up their written examinations.

**14:03** All promotions shall be made within thirty (30) days of date of vacancy. The effective date of the promotion for seniority purposes will be the date the position becomes vacant.

**14:04** An employee's position shall be deemed to be vacated when the employee is on terminal leave of any kind.

- 14:05 So far as practical, having regard to the absence of employees from duty, each pump, elevating platform, ladder truck, aerial and rescue truck of the Department shall be in the charge of an officer.
- 14:06 So far as practical, having regard to the absence of employees from duty, each platoon in each station shall be in the charge of a Captain.

## ARTICLE XV

### LEAVE OF ABSENCE

15:01 The President and any two members of the Executive of the Association and any officers (not exceeding two in number) of an affiliated body shall be granted such leave of absence as may be necessary for the proper performance of the duties of their office to the extent that the regular operation of the service of the Department will permit, at the discretion of the Chief.

15:02 Any delegates (not exceeding five in number) who may, from time to time, be duly authorized and designated by the members of the Association to attend the annual convention of the Ontario Professional Fire Fighters' Association, or the bi-annual convention of the Canadian Association of Fire Fighters, shall be granted such time off duty as may be actually required for the attendance at such conventions and as the regular operation of the service of the Department will permit, at the discretion of the Chief.

15:03 At the Chief's discretion leave of absence for up to three months may be granted to an employee, provided that the employee does not work in any occupation for his own gain during this leave of absence.

During this leave of absence, the member shall not receive salary or other related benefits paid by the Corporation.

The member may remain in all health and life insurance plans and contribute to the pension plan, provided that the member pays 100% of the premium costs. When the member returns to active duty, he shall resume all benefits that he enjoyed prior to his leave of absence.

Such leave of absence shall not affect the member under the conditions of Article XIV, Section 14:01 except that the member shall not accumulate seniority points while on this leave of absence.

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unpaid

## **ARTICLE XVI**

### **UNIFORMS AND EQUIPMENT**

- 16:01 (a) Badges, clothing and approved fire fighting protective equipment which shall include helmets, eye shields, fire fighting coats, fire fighting boots, and fire fighting gloves shall be supplied to the employees in accordance with the provisions of Section 54 of Schedule A of By-law 241-77 of the Corporation of the City of Ottawa. This shall also include a summer type rain coat for members of the Fire Prevention Bureau,
- (b) The dress uniforms supplied to all members shall be to the standard of the Canadian Association of Fire Chiefs. They shall be double breasted 12 oz. navy blue serge, 65% wool and 35% fortrel serge with Ottawa shoulder flashes.
- The date of delivery for uniforms shall be specified in the tenders.
- (c) The Corporation shall provide all employees with a short nylon jacket for spring and fall wear every four years, and a nylon winter jacket every six years. The type of jackets shall be as agreed to by the Chief and the bargaining committee.
- (d) Fatigue shirts issued to members of the Fire Department shall be light blue in colour.
- (e) The above mentioned articles shall be agreed to by the Corporation represented by the Chief of the Department and the Association.
- (f) There shall be a continuing review of safety equipment, practices, protective clothing and uniforms by the Chief and the Association.
- (g) Members of the Training Division shall be issued with fatigue clothing and two pairs of shoes or boots per year without the loss of cleaning allowance.
- (h) The top twelve (12) Captains who qualify to act as District Chiefs through promotional examinations, shall be issued with blue serge uniforms at the next annual issuance of uniforms. Cleaning allowance shall be provided. They shall continue to be issued with fatigue clothing.

## **ARTICLE XVII**

### **DEPARTMENTAL RULES**

- 17:01 All employees shall be subject to the regulations of the Department set out in Schedule "A" to By-law 241-77 of the City. Said regulations to be mutually agreed upon by the Chief and the Association, except, to such extent as the regulations may conflict with this Agreement and/or the Fire Department's Act as may be amended from time to time. The present by-laws will remain in effect until changed.
- 17:02 All regulations governing the Department shall, from time to time, be consolidated and printed in pamphlet form at the expense of the City and a copy thereof shall be distributed to each employee.
- 17:03 Whenever an employee is discharged by the Chief, the latter shall notify the Association of his action and the reasons thereof and the Association shall have reasonable opportunity of making representations thereon to the Chief. It is understood that the release of this information will only be made with the approval of the affected employee.

17:04 If at any time an employee is directed by the Chief to report for examination in accordance with the provisions of By-law 241-77 of the City, and it is found that this employee is incapable of continuing as a member of the Fire Department the following panel of doctors shall be convened to examine the employee concerned; a doctor designated by the Corporation, the employee's personal physician and an outside independent doctor, preferably a specialist in the field of medicine for the condition from which the employee is suffering. If as a result of this examination the employee is found to be medically fit, the employee shall remain on the department.

In the event the employer and the employee are satisfied with the two certificates, (City Physician Certificate and employee physician certificate), and that in the opinion of the employer a medical board is unnecessary or unwarranted, a medical board will not be convened. In this circumstance, the employee will be notified and placed on Medical Disability within fourteen (14) days following receipt of the City Physician's medical certificate.

17:05 An employee discharged as a result of medical disability and subsequently found to be capable of performing the duties formerly performed by him, as a result of a re-board or re-examination, shall be re-engaged and employed in the Department in the former position or appointment held by him at the time of such discharge, or in a position or appointment comparable thereto.

**ARTICLE XVIII**

**PENSIONS**

18:01 Members hired prior to July 1st, 1965 shall have their superannuation governed by the By-laws of the City of Ottawa Superannuation Fund as amended from time to time.

In the case of members hired after July 1st, 1965, their superannuation shall be governed by the Ontario Municipal Employees' Retirement System and City of Ottawa By-law 273-73, as amended from time to time.

The Council of the City of Ottawa agrees not to make any unilateral amendments to the City of Ottawa Superannuation Fund commonly referred to as By-law 7200 or to the City of Ottawa By-Law 273-73.

87A  
60

The official retirement age for members of the Fire Department shall be the first day of the first month following the attainment of age 60.

The Association agrees that it will study and discuss with the Employer the representation on the C.O.S.F. Board of Trustees.

Effective January 1, 1987, the Corporation shall provide the members of the Ontario Municipal Employees Retirement System with full Type 3 Supplementary Benefits and, in addition, a similar early retirement benefit for the members of the City of Ottawa Superannuation Fund. The full cost of this early retirement benefit is to be borne by the Corporation.





**ARTICLE XIX**

**DURATION**

- 19:01** Notwithstanding any of the provisions of the Fire Department's Act, **(R.S.O. 1980, Chapter 164)**, and amendments thereto or any other provisions in this Agreement shall remain in force and effect from the **1st day of January, 1992 to the 31st day of December, 1993** and from year to year thereafter ~~unless within a period of not greater than 90 days and not less than 60 days prior to the expiry date, either party gives 60 days written notice of the termination of the Agreement.~~
- 19:02** In the event of either party desiring or proposing any change or alteration in this Agreement, but not desiring to terminate the Agreement, such party may give to the other party **forty-five (45)** days written notice before the expiry date and both parties shall there upon negotiate in good faith in respect of the matter which it is proposed to change or alter and the remaining provisions shall automatically be renewed as hereinbefore provided.

IN WITNESS WHEREOF the City has hereunto affixed its corporate seal under the hands of its Mayor, Clerk, Fire Chief and Commissioner of Corporate Services and the President and Secretary of the Association have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED at Ottawa, Ontario,

This 24 day of November, 1997.

**THE CORPORATION OF  
THE CITY OF OTTAWA**

**OTTAWA PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CLERK**

  
\_\_\_\_\_  
**FIRE CHIEF**

  
\_\_\_\_\_  
**COMMISSIONER, CORPORATE SERVICES**

  
**APPROVED FOR EXECUTION**  
**CITY SOLICITOR**

  
\_\_\_\_\_  
**SECRETARY**

**ADDENDUM #1**

**Letter of Understanding**

The language contained in clause 5.14 was the subject of an extensive Arbitration hearing and a binding decision was rendered on December 15, 1993. It established that, effective January 1, 1992 for the purpose of interpreting Article 5.14, the "present work force" would be fixed at 563.

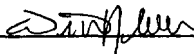
Effective July 1, 1997, the Arbitral Award dated June 10, 1997 also provides: So long as there are 9 aerials in service, the City shall allocate 136.8 firefighters to the staffing of the aerials and shall ensure that aerials operate with 3 firefighters except in exceptional circumstances. If the employer decides to reduce the number of aerials in service from 9, the allocation of 136.8 firefighters may be reduced proportionately. However, such reduction shall not affect the total complement of firefighters required by the agreement. There shall be a minimum of four (4) firefighters on pumps at all times. The only exception to the foregoing would be an unforeseen emergency such as a firefighter about to leave for an emergency call injuring him/herself and no replacement being available. In this case it would be permissible to send the pump with less than the required minimum.

For the City.

For the Association.



\_\_\_\_\_  
COMMISSIONER OF  
CORPORATE SERVICES



\_\_\_\_\_  
PRESIDENT

Dated this 24 day of November, 1997.