

SOURCE	City		
EFF.	90	01	01
TERM.	90	12	31
NO. OF EMPLOYEES	179		
NOMBRE D'EMPLOYÉS	R.W.		

Copy



1990 COLLECTIVE AGREEMENT

B E T W E E N

THE CORPORATION OF THE
CITY OF KITCHENER

A N D

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

KITCHENER, ONTARIO.

JANUARY 1, 1990 - DECEMBER 31, 1990

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1990 COLLECTIVE AGREEMENT

B E T W E E N

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

OF THE FIRST PART:

A N D

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
(hereinafter called the "Full Time Fire Fighters"
In Schedule "B" - "Full Time Civilians")

OF THE SECOND PART:

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, benefits, working conditions and remuneration respecting the employment of Full Time Fire Fighters and Full Time Civilian Dispatchers, Full Time Civilian Mechanics and Full Time Civilian Plans Examiners of the Employer hereinafter defined.

For purposes of this Agreement the words "non-firefighting" and "civilian" when **so** referenced shall be read to mean "technician" as referenced in the Fire Departments Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1

EMPLOYEES COVERED

1:01

The provisions of this Agreement excluding Schedule "B" shall apply to all Full Time Fire Fighters of the Kitchener Fire Department with the exception of the Chief and the Deputy Fire Chief.

The provisions of Schedule "B" attached, which forms part of this Agreement, shall apply to all Full time Civilian Dispatchers, Full Time Civilian Mechanics and Full Time Civilian Plans Examiners (hereinafter called Civilians) of the Kitchener Fire Department.

1:02

Each new Full Time Fire Fighter shall be deemed to be a Fourth (4th) Class Fire Fighter (probationer) for the first twelve (12) consecutive months of their employment and the provisions of this Agreement shall apply to Fourth (4th) Class Fire Fighters,

only if and where specifically provided for herein, as in accordance with Clause 12:01.

ARTICLE 2

RECOGNITION

2:01

The Employer recognizes the Party of the Second Part (through its duly accredited Negotiating Committee) as the exclusive negotiating agent for all Full Time Fire Fighters covered **by** this Agreement.

2:02

All Full Time Fire Fighters who are now members shall remain members and any new Full Time Fire Fighter shall become a member of the Kitchener Professional Fire Fighters' Association and shall remain a member as a condition of their continued employment, to contribute to the said Association an equivalent contribution to such dues and assessment as from time to time are authorized, levied and collected from the general membership of the said Association.

2:03

The Employer shall withhold from the salaries or wages of all Full Time Fire Fighters the assessment and dues levied against the Full Time Fire Fighters by the Association and shall transmit such dues and assessments to the Association monthly. The Association shall indemnify and save the City harmless with respect to all dues so deducted and received.

2:04

The Employer shall be notified in writing thirty (30) days prior to any required change in deductible assessments or dues.

ARTICLE 3

DISCRIMINATION

3:01

The Employer shall not discriminate against any Full Time Fire Fighter for lawful Union activities, upholding their principles or serving on a committee of the Association, or any organization affiliated therewith.

ARTICLE 4

DUTY HOURS

4:01

All Full Time Fire Fighters of the Department shall have a duty tour of forty-two (42) hours per week, average, on a two-platoon system, except as herein provided.

4:02

The following classification shall work forty (40) hours per week:

- Chief Fire Prevention Officer;
- Assistant Chief Fire Prevention Officer;
- Fire Prevention Officers;
- Training Director;
- Executive Assistant (Secretary)
- Mechanics

4:03 The granting of requests for changes in shifts or days of€ shall be at the discretion of the Chief or, in the absence of the Chief, the Deputy Chief.

4:04 The occupation of and the use of off-duty time by a Fire Fighter when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.

4:05 a) It is understood by both parties that all members of the Association may be required to work overtime in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, the employees will be compensated for overtime hours worked at one and one half (1 1/2) times the pro-rated hourly rate of the employee's basic salary in effect at the time the overtime is worked.

b) The pro-rated hourly rate of the employee's salary will be computed by dividing the employee's basic annual salary by 2190 hours.

c) An employee may request to be compensated for all or part of the overtime by taking time off duty, provided the time off in lieu of overtime will be limited to sixty-four (64) hours per calendar year and will be taken at a time approved by the Chief and/or Deputy Chief, which approval will not be unreasonably withheld taking into consideration work to be performed and scheduling requirements. In computing the time off to which the Fire Fighter is entitled by reason of working overtime or on call-in, the Fire Fighter is entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the Fire Fighter would have been entitled in respect of such overtime if they elected to be paid in money as opposed to payment in time off.

d) Overtime compensation may not be carried forward to the next calendar year. Both overtime pay and time off in lieu of overtime must be taken in the calendar year in which

it is earned.

4:06

Callback and Recall

Every Full Time Fire Fighter who is called out to report for duty at any time that is not within one (1) hour of the commencement of their regular scheduled shift, shall be paid at the rate of overtime pay with a minimum, for each call out of three (3) hours at time and one half (1 1/2). The overtime period shall be from the time the Fire Fighter reports for duty until their release or until the commencement of their regular shift, whichever first occurs. Recall is defined to have the same meaning in Section 2 of Subsection 7 of the Fire Department's Act.

ARTICLE 5

VACATIONS

5:01

All Full Time Fire Fighters of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:02. One (1) weeks vacation shall mean four (4) consecutive duty days on the two-platoon system for the Firefighting Division and five (5) duty days for those positions named in Clause 4:02.

5:02

All Full Time Fire Fighters of the Department on completing five (5) years of continuous service, shall be granted three (3) weeks vacation in each calendar year; on completion of ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year; on completion of eighteen (18) years of continuous service, shall be granted five (5) weeks vacation in each calendar year; on completion of twenty-seven (27) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03

Full Time Fire Fighters engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service.

5:04

Vacation will not be accumulated for any Full Time Fire Fighter. The choice of vacation period(s) for individual Full Time Fire Fighters will be as per the vacation schedule mutually agreed upon by the Parties to this Agreement.

5:05

To receive a pay advance for vacation, a Full Time Fire Fighter shall make a request to the Fire Chief in writing four (4) weeks in advance of the date the pay cheque is required. The City's Commissioner of Finance must be notified of this request three (3) weeks in advance of the date the cheque is required. All vacation cheques to cover the pay period falling within the vacation period only.

5:06

This Article does not apply to Fire Fighters in receipt of Long Term Disability benefits.

ARTICLE 6

STATUTORY HOLIDAYS

6:01

All Full Time Fire Fighters of the Department shall be granted four (4) consecutive duty days in lieu of four (4) Statutory Holidays plus one (1) day's pay to a maximum of eight (8) days, payable on the last pay period in November, at the rate of pay applicable to them at that time. The day's pay to be calculated at one-one hundred and eighty second (1/182).

6:02

Full Time Fire Fighters commencing employment after January 1st or terminating employment before December 31st shall receive, in lieu of Statutory Holidays, one (1) day's pay as calculated in Clause 6:01, for each full completed month of employment.

6:03

For the purpose of Clause 6:01 Statutory Holidays shall mean the following:

- New Year's Day;
- Easter Monday;
- Canada Day;
- Labour Day;
- Remembrance Day;
- Boxing Day;
- Good Friday;
- Victoria Day;
- Civic Holiday;
- Thanksgiving Day;
- Christmas Day;
- Lieu Day.

6:04

This Article does not apply to Fire Fighters in receipt of Long Term Disability benefits.

ARTICLE 7

ACCIDENTS & SICKNESS

7:01

The Corporation will pay one hundred percent (100%) of the cost of the following benefits:

- (a) Ontario Health Insurance Plan (O.H.I.P.)
- (b) Semi-Private Hospital Plan
- (c) Group Life Insurance Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00.
- (d) Accidental Death and Dismemberment Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00. (This is in addition to the Group Life Coverage in Item (c)).
- (e) Blue Cross Extended Health Care Plan or equivalent which includes:
 - i) Vision Care coverage \$120.00 per family member for every 24 months.
 - ii) Hearing Aid coverage \$300.00 per family member for every 24 months.
- (f) Long Term Disability Plan (L.T.D.) as per the policy with the present Insurance Carrier.

NEW

Payments of benefits will not be made for any period of total disability, due to an illness which existed on the date of commencement of the employees insurance, unless (a) the employee has been insured for 13 weeks during which they have been continuously, actively at work on full time, and has not received medical services for such illness or, (b) total disability commenced after they have been insured for 12 months.

- (g) Dental Plan equivalent to the Blue Cross Dental Plan #9, based upon the current Ontario Dental Association Fee Schedule.

(Life Insurance Coverage is not extended to include dependents).

7:02

Subject to the provisions contained in Clause 7:01 hereof, each Full Time Fire Fighter shall be entitled to leave of absence with remuneration in the **case** of sickness or incapacity as provided for in By-Law Number 73-21P of the Employer, to a maximum of eighteen (18) duty days sick leave per annum with pay, cumulative.

:03

Any Full Time Fire Fighter may be required to have a complete medical examination by the Corporation's medical examiner, or by another physician selected by the Corporation. The Full Time Fire Fighter and the Corporation shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Chief of the Fire Department. If the Full Time Fire Fighter is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the Full Time Fire Fighter's physician is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete a medical examination as per the form provided by the Chief of the Fire Department. The Corporation will underwrite the cost of all such medical examinations.

7:04

- a) The employer will pay one hundred percent (100%) of the cost of the monthly premium of the Ontario Health Insurance Plan (OHIP) or equivalent and the Blue Cross Extended Health Care Plan or equivalent on behalf of all Fire Fighters on retirement to age 65.
- b) The employer will pay one hundred percent (100%) of the cost of the benefits under Clause 7:01 with the exception of c) Group Life Insurance, d) Accidental Death Plan and f) Long Term Disability, on behalf of the spouse of a Fire Fighter killed in the line of duty, until the Fire Fighter would have reached age 65 or the spouse remarries, whichever occurs first.

7:05

The Corporation will purchase, on behalf of those Full Time Fire Fighters who remain in the service of the Kitchener Fire Department as a Full Time Fire Fighter until their normal retirement date, a paid-up life insurance policy for the amount of \$1,000.00.

7:06

A Fire Fighter, who is injured on the job and is approved for Workers' Compensation temporary total disability benefits, will have their salary maintained whole by the

Corporation, provided that the Corporation receives the payment from the Workers' Compensation Board. Where the Corporation maintains salary whole under the terms of this Clause, there will be no deduction from the Fire Fighter's sick leave benefits.

ARTICLE 8

SALARIES

The salaries to be paid under this Agreement shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 9

SERVICE PAY

Each Full Time Fire Fighter will be paid sixty dollars (\$60.00) annually for each continuous completed five (5) years of service at the rate of five dollars (\$5.00) per month, to be paid in the last pay period in November and shall apply in case of retirement, death, resignation or dismissal.

ARTICLE 10

SENIORITY

10:01

- a) In determining a Full Time Fire Fighter's service for seniority purposes, computation shall begin on the date that they entered the employ of the Department **as** a Firefighter.
- b) A Full Time Fire Fighter may make application to become **a** civilian dispatcher. In such case, seniority shall be transferable for service-related benefits only. Seniority for other purposes shall be calculated from the date of transfer.

10:02

Former Full Time Fire Fighters re-entering the service after continuity of service has been broken for any reason, except in the case of layoffs, which are dealt with below, shall be considered new Full Time Fire Fighters for purposes of seniority date only, which seniority date shall be the date of their re-entry into the Fire Service. The re-entry of a Fire Fighter to the 1st Class classification or **a** lower rank shall be at the discretion of the Corporation to fill an existing vacancy. The re-entry of a Fire Fighter to an existing vacancy in a classification above that of 1st Class Fire Fighter which cannot be filled from within the Department may be filled by a qualified

person. The Corporation may place such Fire Fighters into the salary level appropriate for the existing vacancy.

10:03

A Full Time Fire Fighter shall have their name removed from the seniority list in the event of continuous non-employment, including lay-off, any authorized leave of absence, sickness or accident, after their sick leave credits have expired for a period of time equal to half the length of a Full Time Fire Fighter's seniority or for a period of 24 months, whichever is the lesser.

ARTICLE 11

LAYOFFS

11:01 **CHANGE**

The following are the Divisions of the Fire Department:

- Division of Firefighting
- Division of Fire Prevention
- Division of Administration
- Division of Apparatus and Equipment
- Division of Training
- Division of Civilian Dispatching

11:02

In the event of a lay-off of Full Time Fire Fighters from the Kitchener Fire Department, the following lay-off sequence shall apply, having regard to the qualifications, ability and skills necessary to perform the duties required.

- a) Should a lay-off be effected in any of the above working divisions, divisional seniority shall govern first. That is the last Full Time Fire Fighter to enter the affected division shall be the first Full time Fire Fighter to be laid off in that division and exercise seniority rights in the Division of Firefighting and the last Full Time Fire Fighter laid off in the affected division shall be the first recalled to that division, subject to Clause **11:03** and Clause **10:03**.
- b) Following divisional lay-off, or in the event that a divisional lay-off is not effected, departmental seniority will be applied throughout the division of Fire Fighters. That is, the last Full Time Fire Fighter hired shall be the first Full Time Fire Fighter laid off and the last Full Time Fire Fighter laid off shall be the first Full Time Fire Fighter recalled subject to Clause **11:03**

and Clause 10:03.

- c) Bumping will only be permitted within .the Division of Firefighting, at the rank or below the rank previously held in the Division of Firefighting and **the** Fire Fighter exercising bumping rights must possess the skills, qualifications and experience to be able to demonstrate same in a reasonable period of time as determined by the Fire Chief, to perform the work of the classification into which they propose to *bump*.

11:03

Upon receipt of proper notification from the Corporation to return to work after recall from layoff, the former Full Time Fire Fighter shall have seven (7) calendar days to notify the Corporation of their intention to return to active duty. Failure to return to work after an additional seven (7) calendar days following such notification shall result in the Fire Fighter's name being struck from the seniority list and the next in line of seniority shall be recalled. The Corporation will send such notices by Registered Mail to the last known address provided to the Corporation by the Fire Fighter.

If a laid off Fire Fighter notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, **may** be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident or other legitimate reasons.

Regardless of previous rank, a recalled Fire. Fighter shall accept the job title and appropriate salary level for the vacant position to be filled. They will be reinstated to their former rank, if appropriate, without re-examination only if such vacancy occurs within two (2) years of the date of their return to service as a Full Time Fire Fighter.

ARTICLE 12

PROMOTION

12:01

- a) For re-classification and salary change purposes from the time of appointment as probationer Fourth (4th) Class Fire Fighter the following examination procedure shall apply

Successful completion qualifies Fire Fighters to the rank of First (1st) Class and below for the next classification.

- 1) Upon completion of one (1) full year as a Fourth (4th) Class Fire Fighter.
- 2) Upon completion of one (1) full year as a Third (3rd) Class Fire Fighter.
- 3) Upon completion of one (1) full year as a Second (2nd) Class Fire Fighter.

Qualifications for progression in the above Fire Fighter classifications shall be from a total of 52 points.

<u>Derived From</u>	<u>Minimum to Qualify</u>
i) Written Exam	20
ii) Oral	20
iii) Practical Test	20
iv) Rating	20

- b) In the event the Fire Fighter fails to attain the required points in each of the written, oral, practical and rating examinations they may re-try in 3 months any examination in which they were unsuccessful. During this time no salary adjustment will apply.

12:01

- c) In the event of failure on the second attempt the Chief will initiate action with respect to the Fire Fighter which is in the Chief's opinion appropriate under the circumstances. Such action may include termination.

12:02

- a) Each Full Time Fire Fighter to be eligible for promotion to Lieutenant shall be a Fire Fighter, First (1st) Class, for seven (7) years in the Fire Fighting Division. The following examination procedure shall apply for the rank of Lieutenant. Qualifications for the rank of Lieutenant shall be from a total of 52 points.

	<u>Derived From</u>	<u>Minimum to Qualify</u>
i)	Written Exam 20	14
ii)	Practical 20	14
iii)	Rating 20	14
iv)	Oral 20	10
v)	Seniority 20	

- b) Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date they entered the employ of the Kitchener Fire Department to a maximum of twenty (20) points. For any part of a year, seniority points shall be calculated as the number of days divided by 365.
- c) Rating shall be as prescribed by the Fire Chief.
- d) Successful completion of all four (4) parts qualify the Fire Fighter for the rank of Lieutenant for three (3) years. Promotion will be made from a list of those qualified as the need arises with the Fire Fighter with the highest total points promoted first and subsequent promotions in descending order of total points.

Unsuccessful completion of any of the four (4) parts disqualifies the applicant.

- e) A Lieutenant shall be a graduate of or enrolled in the Ontario Fire College.
- a) Candidates to be eligible for the rank of Captain shall be a Lieutenant for a period of three (3) consecutive years of active duty. Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of 90 days or more shall extend the above time period by the length of the absence.
- b) The following examination procedures shall apply for promotion to the rank of Captain. Qualifications **for** the rank of Captain shall be from a total of 38 points.

12:03

CHANGE

	<u>Derived From</u>	<u>Minimum to Qualify</u>
i)	Written Exam 20	14
ii)	Practical 20	14
iii)	Oral (Interview) 20	10

If the candidate fails to qualify in any of the parts, the candidate shall have a one time opportunity to retry that part in a period of not **more** than ninety (90) days.

All candidates must participate in an assessment procedure annually during the three (3) year period noted in (a) above.

Assessment shall be as prescribed by the Fire Chief. The candidate shall be informed of their assessment.

The assessment shall be done annually by the Chief or designate following consultation with the candidate's Captain, Platoon Chief and the Training Director.

Candidates who fail in the first assessment may, at the discretion of the Chief, be given an interim assessment in which to demonstrate their suitability for further consideration. An interim assessment will be conducted at a time agreed to by the Chief and the candidate at which time the candidate will either be approved for continuation (in which case a second formal assessment will occur at the end of the second year or in the case of failure Clause 12:03 (d) shall apply.

- c) Successful candidates shall be promoted to the rank of Captain.
- d) Candidates who fail to qualify in any portion of the examination, subject to the once only retry noted in (b) above, **or** fail in any assessment as described in (b) above shall return to Fire Fighter First (1st) Class.

12:04

To be eligible for promotion to ranks above Captain a candidate shall hold at least the rank of Captain.

Such promotion shall be by appointment by the Fire Chief.

12.05

Each Full Time Fire Fighter to be eligible for promotion to the classification of Fire Prevention Officer in the Fire Prevention Bureau shall be **a** Fire Fighter, First (1st) Class for **a** period of one (1) year.

In the event no eligible Fire Fighters, First (1st) Class apply for promotion, the Fire Chief may accept applications from Fire Fighters, First (1st) Class who are ineligible for promotion to the rank of Fire Prevention Officer, and in the event no Fire Fighters, First (1st) Class, the Fire Chief may accept applications from Fire Fighters, Second (2nd) Class for duties in the Fire Prevention Bureau at the normal rate of pay applicable to such applicants until eligible for promotion.

Qualifications for promotion to the Fire Prevention Bureau shall be on the following basis:

On the completion of twenty (20) working days experience in the Fire Prevention Bureau, the following examination procedure shall apply for qualifications for the rank of Fire Prevention Officer. Qualifications for the rank of Fire Prevention Officer shall be from a total of 52 points.

<u>Derived From</u>		<u>Minimum to Qualify</u>
i) Written Exam	20	14
ii) Practical	20	14
iii) Rating	20	14
iv) Oral	20	10
v) Seniority	20	

Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date they entered the employ of the Kitchener Fire Department to a maximum of twenty (20) points. For any part of a year seniority points shall be calculated on the number of days divided by 365.

Rating shall be as prescribed by the Fire Chief.

Successful completion of all four (4) parts qualify the Fire Fighter for the rank of Fire Prevention Officer for three (3) years. Promotion will be made from a list of those qualified as the need arises with the Fire Fighter with the highest total points promoted first and subsequent promotions in descending order of total points.

- 12:06 Promotion for ranks above Fire Prevention Officer in the Fire Prevention Bureau shall be by appointment by the Fire Chief.
- 12:07 For purposes of this Article, in the event that points are equal, the highest written examination shall decide.
- 12:08 Successful candidates' names shall be posted at all Fire Stations, and the qualifying period shall be three (3) years from the date of scheduled completion of all candidates exams.
- 12:09 Salaries received by Full Time Fire Fighters for additional, or other duties, are not considered promotion to Officer rank.
- 12:10 Under this Article, Full Time Fire Fighters may be required to attend courses prescribed by the Chief and such courses to be paid for by the Corporation.
- 12:11 A Full Time Fire Fighter may perform the work of a civilian dispatcher on a temporary basis. Such temporary work will be allocated to a Full Time Fire Fighter from:
- a) a written request from a Full Time Fire Fighter to perform the work. Granting such request will be at the sole discretion of the Fire Chief or
 - b) an assignment from the Fire Chief.

In either event the Full Time Fire Fighter shall not be subject to wage rates, terms and conditions of a civilian dispatcher.

For the purpose of this Clause "temporary" shall be defined as a period not to exceed ten (10) consecutive months or such period as may be mutually agreed upon.

ARTICLE 13

UNIFORMS AND EQUIPMENT

- 13:01 All Full time Fire Fighters shall be supplied with uniforms consisting of - one (1) tunic; four (4) pairs of trousers, every three (3) years. Caps, all-purpose coats and black dress gloves at the discretion of the Fire Chief.

13:02

Three (3) shirts, two (2) ties, three (3) pairs of navy blue socks, one (1) pair of black shoes, shall be supplied annually to all Full Time Fire Fighters and one (1) pair of safety work boots as required shall be supplied to each mechanic.

13:03

Each Full Time Fire Fighter in the Fire Fighting Division shall be supplied with protective clothes for fire fighting duties - consisting of one (1) pair of boots, one (1) bunker suit and one (1) helmet and fire fighting gloves, said clothing to be furnished when required.

13:04

Such uniforms and equipment shall be deemed to be the property of the Department and shall be turned over and accounted for to the Department on termination of employment.

13:05 **NEW**

That all personal safety equipment or devices carried on our person during an emergency response that has an effect on the Health and Safety of the members of the Kitchener Fire Department will be approved **for** use on the Kitchener Fire Department by the Joint Occupational Health and Safety Committee comprised **of** both the Association and Management. Where applicable, this shall meet a minimum legislated standard for Ontario Fire Fighters.

ARTICLE 14

LEAVE OF ABSENCE

14:01

Five (5) Association members of any Negotiation Committee, duly elected or appointed, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective offices, insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

14:02

Association members not exceeding four (4) in number, who may from time to time be duly authorized and designated by the party of the Second Part to attend to Association business as required by the Association, shall be allowed up to four (4) days leave of absence for the purpose of attending to such Association business shall not be entitled to extra time off if these dates fall within their vacation or regular **days** off. The

maximum number of duty days to be allowed by the employer for this purpose in any year is sixteen (16).

The party of the Second Part shall give the Chief of the Fire Department sufficient advance warning of such absence. Such request will be granted insofar as **regular** operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

14:03

Bereavement Leave

- a) All Full Time Fire Fighters shall receive bereavement leave of four (4) consecutive days off in the event of the death of either of their parents (to include persons standing in loco parentis); their spouse, (to include common-law spouse of not less than one year standing) or child.
- b) All Full Time Fire Fighters shall receive bereavement leave of two (2) consecutive days off in the event of the death of the member's brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse or the spouse of the employee's brother or sister. All Full Time Fire Fighters shall receive bereavement leave of one (1) day off in the event of the death of grandparents. Grandparents shall be defined as the father or mother of the employee's father or mother.
- c) The bereavement periods specified in sub Sections (a) and (b) hereof shall be arranged to meet the convenience of the employee provided it shall include the day of the funeral. Any work day falling within the bereavement period shall be a day off with pay.
- d) Compassionate leave, as described above, or for purposes other than bereavement may be extended or granted at the discretion of the administration upon application by the member.

ARTICLE 15

15:01 NEW

PENSIONS

All Full Time Fire Fighters shall receive the benefits of a pension plan with Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) integrated with the Canada Pension Plan.

O.M.E.R.S. Plan

All Full Time Fire Fighters not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN (O.M.E.R.S.) effective January 1st, 1978, or immediately upon hire, whichever is later.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of a Full Time Fire Fighter's highest sixty (60) consecutive months of earnings for service after enrollment in O.M.E.R.S., times years of credited service after enrollment in O.M.E.R.S. reduced when a member is entitled to Canada Pension benefits by .7% times the average of the YMPE for the year the member retires and the two preceding years times the period of credited service since January 1st, 1966 (to a maximum of 35 years). Benefits to supplement the Basic Plan are described below.

1. Type 1 Pension - Final average earnings. Formula - as per O.M.E.R.S. Regulations.
2. Partial Type 3 Supplementary - unreduced early retirement for members 50 years of age or older in the event of permanent partial disability.

15:02

Contributions

Each member shall contribute eight percent (8%) of their wages or salary (adjusted for Canada Pension Plan contributions) toward the cost of the Plan and the Corporation shall pay the balance of the cost of the Plan.

15:03

Retirement

The normal retirement age from which all benefits will be payable will be the 1st of

the month following the member's 60th birthday. If a member works beyond the 1st of the month following the member's 60th birthday, commencement of pension payments will be deferred until actual retirement takes place.

Compulsory retirement for all Full Time Fire Fighters shall be the end of the calendar half year in which the Full Time Fire Fighter reaches sixty (60) years of age.

15:04

Any changes to this plan to be agreed upon by the Corporation and the Association.

ARTICLE 16

GRIEVANCE PROCEDURE

16:01

It is the mutual desire of the Parties hereto that complaints of Full Time Fire Fighters shall be adjusted as quickly as possible.

It is understood that:

- a) An opportunity must be afforded the Officer concerned to review the complaint. In order to ensure that this occurs the Full Time Fire Fighter shall discuss their complaint with the Officer concerned within seven (7) working days after the circumstances giving rise to the complaint have occurred.
- b) In adjusting their complaint the Full Time Fire Fighter may be accompanied by a member of the Association's Executive.

A grievance is a complaint which remains unresolved following the above noted procedure.

16:02

A grievance shall be handled in the following manner and sequence:

- a) Step 1

The Full Time Fire Fighter shall contact the Grievance Committee of the Kitchener Professional Fire Fighters' Association submitting the grievance in writing. If the Grievance Committee of the Association considers the grievance justified they shall submit the grievance in writing in triplicate, one copy of which shall be

forwarded to the Fire Chief and/or Deputy Fire Chief and one to the Commissioner of Administrative Services or designate.

If the Chief and/or Deputy Chief have not been involved in hearing the complaint, a meeting shall be convened seven (7) calendar days after receipt of the grievance in an attempt to resolve the matter. The aggrieved Full Time Fire Fighter shall be represented and accompanied by the Grievance Committee of the Kitchener Professional Fire Fighters' Association. A written decision shall be rendered within seven (7) calendar days of the meeting together with reasons therefore.

If the Chief and/or Deputy Chief have been involved at the complaint stage the meeting shall be waived within seven (7) calendar days of receipt of the grievance together with reasons therefore.

b) Step 2

If a settlement is not reached through this procedure, then within seven (7) calendar days, the Grievance Committee and the aggrieved Full Time Fire Fighter may present the grievance(s) to the Commissioner of Administrative Services or designate. The Commissioner of Administrative Services or designate will reply to the said grievance within seven (7) working days from the date of the meeting between themselves, the Association and the aggrieved Full Time Fire Fighter.

c) Step 3

Failing settlement of the grievance, the matter may be referred to arbitration within twenty-one (21) days of the date of the reply from the Commissioner of Administrative Services or designate.

16:03

A complaint or grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the Chief and/or Deputy Chief and the Commissioner of Administrative Services or designate.

Failing settlement under this procedure, the matter may be submitted to arbitration in accordance with Clause 16:02(c).

The City Council or the Committee appointed thereof may refer a Management Grievance to arbitration in the same way as the grievance of an employee.

Any grievance by the Corporation or the Association as provided in this Clause shall be commenced within thirty (30) calendar days from the date of occurrence.

ARTICLE 17

ARBITRATION

In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the parties hereto, the matter in dispute shall be submitted to a single arbitrator appointed in the manner set out in the Fire Department Act.

ARTICLE 18

DISCIPLINE AND DEVOTION TO DUTY

The Chief and/or Deputy Chief shall be empowered to hire, suspend, discharge, layoff, transfer or demote Full Time Fire Fighters, subject only to the limitations expressed in this Agreement as to Arbitration or otherwise provided however that:

18:01

No Full Time Fire Fighter shall be discharged or suspended until they have been given a fair hearing in the presence of the Fire Chief and/or Deputy Fire Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Fire Chief or the Officer in charge, to relieve from duty any Full Time Fire Fighter until they have been given a fair hearing. Discharge or suspension may be made retroactive to the time of being relieved from duty.

18:02

A Full Time Fire Fighter may be discharged, suspended or disciplined for any actions or statements detrimental to the best interests of the Fire service or bringing the Department into disrepute.

18:03

Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in the imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy Fire Chief:

- a) Bringing into or consuming intoxicating beverages on Fire Department property or elsewhere when on duty;
- b) Possession or use of any drugs in violation of the Narcotic Control Act or any other statute;
- c) Appearing for duty while under the influence of alcohol or a drug, provided that this shall not apply to use of a drug for bona fide medical purposes under and in accordance with the advice of a physician if the user is not thereby rendered unfit for duty;
- d) Misappropriation of or wilful damage to Fire Department property;
- e) Gross carelessness or neglect of duty.
- f) Insubordination;
- g) Disorderly conduct.
- h) Breaking the Departmental Rules and/or Orders as outlined in Article 19.

18:04

No Full Time Fire Fighter shall be suspended for minor traffic offences up to and including speeding charges - this shall, however, not restrict the Fire Chief of the right to restrict any Full Time Fire Fighter from driving or operating Fire Department vehicles.

18:05

A Full Time Fire Fighter may be suspended if charged with a criminal offence. If a suspension is issued it shall be deemed to be temporary, pending the disposition and hearing of such charge before a Court of Law. Conviction may result in discharge.

Should a Full Time Fire Fighter who has been suspended, be acquitted of the charge, they shall forthwith be reinstated to their regular duties and shall be reimbursed for all pay withheld during the period of such suspension.

Should a Full Time Fire Fighter who has been suspended be convicted of the charge, they may be disciplined, such discipline may be up to and including discharge.

18:06

Any Full Time Fire Fighter charged with an offence, under any Federal or Provincial Statute which arises out of the legal execution of their duties will not have their legal fees reimbursed when the Fire Fighter is found guilty of the charge. Such reimbursement will not exceed the scale established by Legal Aid for the appropriate court. **All of the foregoing** may be varied **only** by mutual agreement of the Parties.

Further, it is understood that payment under the terms of this Clause does not prejudice the Corporation's right to take disciplinary action against the Fire Fighter.

ARTICLE 19

DEPARTMENTAL RULES

The Departmental Rules and Departmental Orders of the Kitchener Fire Department, a copy of which is at present in effect, is hereunto annexed, insofar as they do not conflict with the terms and provisions of the Fire Departments Act of the Province of Ontario, and shall be deemed to constitute a part thereof, and shall be observed by all Full Time Fire Fighters. The breach of any such Departmental Rule or Departmental Order may make the offender liable to disciplinary action. Such Departmental Rules or Departmental Orders may be amended from time to time.

ARTICLE 20

STRIKES & LOCKOUTS

No strike or lockout shall occur during the life of this Agreement or any renewal thereof, and the Full Time Fire Fighter shall not participate in any sympathy strike in support of any other organization.

ARTICLE 21

WITNESS DUTY LEAVE

21:01

An employee who is called upon to attend as a witness by subpoena or summons or by providing proof, satisfactory to the employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized by law to compel the attendance of witnesses **before** it, shall be allowed leave of absence with full pay, provided that the full amount of compensation received, excluding mileage and travelling expense and an official receipt thereof is deposited with the Commissioner of Finance.

21:02

Definitions

- a) Court Duty: is the time devoted by the Full Time Fire Fighter attending any judicial or quasi judicial proceeding **as** a witness to give evidence in respect to matters arising out of their employment or on behalf of their employer;
- b) Duty Day: is a day in which any part of **a** regular tour of duty is performed by the Fire Fighter;
- c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the Fire Fighter.

21:03

Court Duty during Duty Day

If a Full Time Fire Fighter's court duty precedes or extends beyond their normal tour of duty by more than one half hour, they shall be compensated for all such hours or part thereof exceeding thirty (30) minutes, either preceding or extending beyond their normal tour of duty, **as** overtime under Article 4.

21:04

Court Duty during Off Duty Day

If **a** Full Time Fire Fighter's court duty falls on an off duty day, they shall be compensated for all hours of actual attendance or part thereof exceeding thirty (30) minutes as overtime under Article 4, with a minimum attendance credit of four hours.

hours.

21:05

Court Duty during Annual Vacation

Court Duty during annual vacation shall entitle the Full Time Fire Fighter to an extension of their annual vacation to restore the time in days expended in travelling to the court, actual court duty and travel time returning to their point of departure. In addition to the extension of their annual holiday, they shall be compensated for their court duty as overtime under Article 4, but credited at double time as opposed to time and one half. There shall be a minimum credit allowance of four (4) hours.

21:06

The Full Time Fire Fighter shall be entitled to the option of converting court duty in the form of credited hours of overtime into days off, subject to the maximum sixty four (64) hours specified in Article 4.

ARTICLE 22

TECHNOLOGICAL CHANGE

The Association agrees that the employer has the right to study or introduce new or improved methods or facilities. **Wherever** possible, not less than ninety (90) days prior to the introduction or implementation of technological change affecting employees, the Corporation 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 Corporation respecting (a) the nature and the degree of change, (b) the date or dates on which the Corporation plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make disclosure to the Association of the Corporation'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 Corporation and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Corporation.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussion with a view to resolving any issue which may concern the employment status of any employee. Without mutual agreement no employee covered by this Agreement, save and except probationary employees, shall suffer loss of employment on the Fire Department as a result of the exercise by the Corporation of its right to change, provided the said employee was in the employ of the Corporation at the time the aforementioned notice was given by the Corporation.

The words "Technological Change" in this Article mean:

- a) the introduction by the Corporation of equipment or material of a different nature or kind than previously utilized:
and
- b) a change in the manner in which the Corporation carried on its work and undertaking that is directly related to the introduction of that equipment or material,
- c) In the event of a change by the Corporation to the organizational structure of the Fire Department, the Corporation shall advise the Association of the change as soon as possible. If requested by the **Association**, the parties shall meet to discuss the change.

NEW

ARTICLE 23

NO CONTRACTING OUT

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

ARTICLE 24

MATERNITY LEAVE

Maternity leave provisions shall be in accordance with the Employment Standards Act (R.S.O., 1980) as amended from time to time.

ARTICLE 25

DURATION

25:01

This Agreement shall be and remain in force and effect until the 31st day of December 1990 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party in writing of its desire to revise or amend this Agreement, such notice to be given no earlier than one hundred and twenty (120) days and not later than thirty (30) days prior to the termination date.

25:02

When requested in writing by a majority of the Full Time Fire Fighters, the Council of the Municipality shall within sixty (60) days after receipt of request, bargain in good faith with a Bargaining Committee of the Full Time Fire Fighters, and shall make every reasonable effort to come to an agreement, for the purpose of defining, determining and providing for remuneration, pension or working conditions of the Full Time Fire Fighters other than the Chief and the Deputy Chief of the Fire Department.

There shall be a member of the City Council on the Employer's Negotiation Committee.

25:03

If at any time during negotiations, as provided in paragraphs 25:01 and 25:02, either party comes to the conclusion that an agreement cannot be reached, then the provisions of the Fire Departments Act shall **apply**.

APPENDIX "A"

CLASSIFICATIONS

=====

<u>JOB TITLES</u>	<u>1990 RATES</u>		
	<u>Jan. 1, 1990</u>	<u>November 1, 1990</u>	<u>% Diff.</u>
CHIEF FIRE PREVENTION OFFICER	\$56,259	\$57,960	*126%
TRAINING DIRECTOR	\$56,259	\$57,960	*126%
PLATOON CHIEF	\$56,259	\$57,960	126%
EXECUTIVE ASSISTANT (SECRETARY)	\$56,259	\$57,960	**126%
ASST. CHIEF FIRE PREVENTION OFFICER	\$52,062	\$53,636	116.6%
CAPTAIN	\$52,062	\$53,636	116.6%
MASTER MECHANIC - FIREFIGHTER	\$52,062	\$53,636	116.6%
LIEUTENANT	\$48,222	\$49,680	108%
MECHANIC - FIREFIGHTER ..	\$48,222	\$49,680	108%
FIRE PREVENTION OFFICER .	\$48,222	\$49,680	108%
1ST CLASS FIRE FIGHTER ..	\$44,650	\$46,000	100%
2ND CLASS FIRE FIGHTER ..	\$38,846	\$40,020	87%
3RD CLASS FIRE FIGHTER ..	\$32,595	\$33,580	73%
4TH CLASS FIRE FIGHTER ..	\$26,790	\$27,600	60%

* 136% to incumbent occupying position at January 1, 1990.

** Position to become redundant with termination of incumbent occupying job at January 1, 1990.

SCHEDULE "B"

CIVILIANS

=====

ARTICLE 1

PROBATION

1:01

A Full Time Civilian shall be on probation for six (6) calendar months, and no dispute as to discharge of a probationary Civilian shall be considered under Article 14 or 15 of this Schedule (Article 16 or 17 of the Collective Agreement), or otherwise, subject to the requirements of the Fire Departments Act.

ARTICLE 2

RECOGNITION

2:01

The Employer recognizes the Party of the Second Part (through its duly accredited Negotiating Committee) as the exclusive negotiating agent for all Full Time Civilians covered by this Agreement.

2:02

All Full Time Civilians who are now members shall remain members and any new Full time Civilian shall become a member of the Kitchener Professional Fire Fighters' Association and shall remain a member **as** a condition of their continued employment, to contribute to the said Association an equivalent contribution to such dues and assessment as from time to time are authorized, levied and collected from the general membership of the said Association.

2:03

The Employer shall withhold from the salaries or wages of all Full Time Civilians the assessment and dues levied against the Full time Civilians by the Association and shall transmit such dues and assessments to the Association monthly. The Association shall indemnify and save the City harmless with respect to **all dues** so **deducted and** received.

2:04

The Employer shall be notified in writing thirty (30) days **prior** to any required change in deductible assessments or dues.

ARTICLE 3

DISCRIMINATION

The Employer shall not discriminate against any Full Time Civilian for lawful Union activities, upholding their principles or serving on a committee of the Association, or any organization affiliated therewith.

ARTICLE 4

DUTY HOURS

4:01

a) All Full Time Civilian Dispatchers of the Department shall have a duty tour of forty-two (42) hours per week, average, on a two-platoon system, except as herein provided.

b) All Full Time Civilian Mechanics shall work forty (40) hours per week.

NEW

c) Full Time Civilian Fire Safety Inspectors shall work forty (40) hours per week.

4:02

The granting of requests for changes in shifts or days off shall be at the discretion of the Chief or, in the absence of the Chief, the Deputy Chief.

4:03

The occupation of and the use of off-duty time by a Civilian when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.

4:04 Overtime a)

It is understood by both parties that all members of the Association may be required to work in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, the employees will be compensated for overtime hours worked at one and one-half (1 1/2) times the pro-rated hourly rate of the employee's basic salary in effect at the time the overtime is worked.

b) The pro-rated hourly rate of the employee's salary will be computed by dividing the employee's basic annual salary by 2190 hours.

c) Overtime compensation may not be carried forward to the next calendar year.

4:05

Callback and Recall

Every Full Time Civilian who is called out to report for duty at any time that is not within one (1) hour of the Commencement of their regular scheduled shift, shall be paid at the rate of overtime pay with a minimum, for each call out, of three (3) hours at time and one-half (1 1/2). The overtime period shall be from the time the Civilian reports for duty until their release or until the commencement of their regular shift, whichever first occurs, Recall is defined to have the same meaning in Section 2 of Subsection 7 of the Fire Department's Act.

4:06

Stand-By

A civilian mechanic required to be available for Call-Out will be paid at the rate of seventy-seven dollars (\$77.00) per week for each week that the civilian mechanic is required to be available.

ARTICLE 5

VACATIONS

5:01

- a) All Full Time Civilian Dispatchers of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:02. One (1) week's vacation shall mean four (4) consecutive duty days on the two-platoon system.
- b) All Full Time Civilian Mechanics **and Full Time Civilian Fire Safety Inspectors** of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:02. One (1) week's vacation shall mean five (5) consecutive days.

5:02

All Full Time Civilians of the Department on completing five (5) years of continuous service, shall be granted three (3) weeks vacation in each calendar year; one completion of ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year; on completion of eighteen (18) years of

completion of eighteen (18) years of continuous service, shall be granted five (5) weeks vacation in each calendar year; on completion of twenty-seven (27) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03 Full Time Civilians engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service.

5:04 Vacation will not be accumulated for any Full time Civilian. The choice of vacation period(s) for individual Full Time Civilians will be as per the vacation schedule mutually agreed upon by the Parties to this Agreement.

5:05 To receive a pay advance for vacation, a Full Time Civilian shall make a request to the Fire Chief in writing four (4) weeks in advance of the date the pay cheque is required. The City's Commissioner of Finance must be notified of this request three (3) weeks in advance of the date the cheque is required. All vacation cheques to cover the pay period falling within the vacation period only.

5:06 This Article does not apply to Civilians in receipt of Long Term Disability benefits.

ARTICLE 6

STATUTORY HOLIDAYS

6:01 All Full Time Civilians of the Department shall be granted four (4) consecutive duty days in lieu of four (4) Statutory Holidays plus one (1) day's pay to a maximum of eight (8) days, payable on the last pay period in November, at the rate of pay applicable to them at that time. The day's pay to be calculated at one-one hundred and eighty second (1/182).

6:02 Full Time Civilians commencing employment after January 1st or terminating employment before December 31st shall receive, in Lieu of Statutory Holidays, one (1) day's pay as calculated in Clause 6:01, for each full completed month of employment.

6:03

For the purpose of Clause 6:01 Statutory Holiday shall mean the following:

- | | |
|--------------------|-------------------|
| - New Year's Day; | Good Friday; |
| - Easter Monday; | Victoria Day; |
| - Canada Day; | Civic Holiday; |
| - Labour Day; | Thanksgiving Day; |
| - Remembrance Day; | Christmas Day; |
| - Boxing Day; | Lieu Day. |

This Article does not apply to Civilians in receipt of Long Term Disability benefits.

ARTICLE 7

ACCIDENTS & SICKNESS

7:01

The Corporation will pay one hundred percent (100%) of the cost of the following benefits:

- a) Ontario Health Insurance Plan (O.H.I.P.)
- b) Semi-Private Hospital Plan
- c) Group Life Insurance Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00.
- d) Blue Cross Extended Health Care Plan or equivalent which includes:
 - i) Vision Care coverage - \$120.00 per family member for every 24 months.
 - ii) Hearing Aid coverage \$300.00 per family member for every 24 months.
- e) Long Term Disability Plan (L.T.D.) as per the Policy with the present Insurance Carrier.
- f) Dental Plan equivalent to the Blue Cross Dental Plan #9, based upon the current Ontario Dental Association Fee Schedule.

(Life Insurance Coverage is not extended to include dependents).

7:02

Subject to the provisions contained in Clause 7:01 hereof, each Full Time Civilian shall be entitled to leave of absence with remuneration in the case of sickness or incapacity as provided for in By-Law Number 73-21P of the Employer, to a maximum of eighteen (18) duty days sick leave per annum with pay, cumulative.

7:03

Any Full Time Civilian may be required to have a complete medical examination by the Corporation's medical examiner, or By another physician selected by the corporation. The Full Time Civilian and the Corporation shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Chief of the Fire Department. If the Full Time Civilian is not satisfied with their rating following such examination, they will have the right to be examined by their own physician.

If the report of the Full Time Civilian's physician is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete a medical examination as per the form provided by the Chief of the Fire Department. The Corporation will underwrite the cost of all such medical examinations.

7:04

A Civilian who is injured on the job and is approved for Workers' Compensation temporary total disability benefits, will have their salary maintained whole by the Corporation, provided that the Corporation receives the payment from the Workers' Compensation Board. Where the Corporation maintains salary whole under the terms of this Clause, there will be no deduction from the Civilian's sick leave benefits.

ARTICLE 8

SALARIES

The salaries to be paid under this Appendix shall be as follows:

1990 CIVILIAN RATES

CIVILIAN DISPATCH

	<u>JANUARY 1, 1990</u>	<u>NOVEMBER 1, 1990</u>	<u>% DIFF</u>
Maximum (after 3 years)	\$31,255	\$32,200	70%
(after 2 years)	\$29,023	\$29,900	65%
(after 1 year)	\$26,790	\$27,600	60%
Minimum	\$24,558	\$25,300	55%

CIVILIAN FIRE SAFETY INSPECTOR

	<u>JANUARY 1, 1990</u>	<u>OCTOBER 1, 1990</u>
Maximum (after 3 years)	\$40,165	\$42,173
(after 2 years)	\$38,825	\$40,766
(after 1 year)	\$37,040	\$38,892
Minimum	\$35,702	\$37,487

CIVILIAN ME _____

	<u>JUNE 1, 1990</u>
Maximum (after 30 months)	\$37,783
(after 18 months)	\$36,366
(after 6 months)	\$35,000
Minimum	\$33,702

ARTICLE 9

SENIORITY

9:01

- a) In determining a Full Time Civilian's service for seniority purposes, computation shall begin on the date that they entered the employ of the Department as a Civilian.
- b) A Full Time Civilian who has completed their probation period may make application for a transfer in order to become a Full Time Fire Fighter. In order for the Full Time Civilian's application to be considered the Civilian must meet the same qualifications as an external applicant. Seniority shall be transferable for service-related benefits only. Seniority for other purposes shall be calculated from the date of transfer.

9:02

Former Full Time Civilians re-entering the service after continuity of service has been broken for any reason, except in the case of lay-offs, which are dealt with below, shall be considered new Full Time Civilians for purposes of seniority date only, which seniority date shall be the date of their re-entry into the service. The Corporation may place such Civilians into the salary level appropriate for the existing vacancy.

9:03

A Civilian shall have their name removed from the seniority list in the event of continuous non-employment, including lay-off, any authorized leave of absence, sickness or accident, after their sick leave credits have expired for a period of time equal to half the length of a Civilian's seniority or for a period of 24 months, whichever is the lesser.

ARTICLE 10

LAYOFFS

10:01

In the event of a lay-off of a Civilian from the Kitchener Fire Department, the following lay-off sequence shall apply, having regard to the qualifications, ability and skills necessary to perform the duties required.

- a) Should a lay-off be effected the last Civilian Dispatcher to enter shall be the first Civilian Dispatcher to be laid-off and the last Civilian Dispatcher to be laid-off shall be the first recalled subject to Clause 10:02 and Clause 9:03.

b) Should a lay-off be effected the last Civilian Mechanic to enter shall be the first Civilian Mechanic to be laid-off and the last Civilian Mechanic to be laid-off shall be the first recalled subject to Clause 10:02 and Clause 9:03.

NEW

c) Should a lay-off be effected the last Civilian Fire Safety Inspector to enter shall be the first Civilian Fire Safety Inspector to be laid off and the last Civilian Fire Safety Inspector to be laid off shall be the first recalled subject to Clause 10:02 and **9:03.**

10:02

Upon receipt of proper notification from the Corporation to return to work after recall from lay-off, the former Civilian shall have seven (7) calendar days to notify the Corporation of their intention to return to active duty. Failure to return to work after an additional seven (7) calendar days following such notification shall result in the Civilian's name being struck from the seniority list and the next in line of seniority shall be recalled. The Corporation will send such notices by Registered Mail to the last known address provided to the Corporation by the Civilian.

If a laid off Civilian notifies the Corporation within said seven (7) calendar **days** that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident or other legitimate reasons.

A recalled Civilian shall accept the job title and appropriate salary level for the vacant position to be filled.

ARTICLE 11

UNIFORMS

11:01

Where a Civilian is required to wear a uniform, it shall be supplied by the Department.

ARTICLE 12

12:01

LEAVE OF ABSENCE

Bereavement Leave

- a) All Civilians shall receive bereavement leave of four (4) consecutive days off in the event of the death of either of their parents (to include persona standing in loco parentis); their spouse, (to include common-law spouse of not less than one year standing) or child.
- b) All Civilians shall receive bereavement leave of two (2) consecutive days off in the event of the death of the member's brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse or the spouse of the employee's brother or sister. All Civilian Dispatchers shall receive bereavement leave of one (1) day off in the event of the death of grandparents. Grandparents shall be defined as the father or mother of the employee's father or mother.
- c) The bereavement periods specified in sub sections (a) and (b) hereof shall be arranged to meet the convenience of the employee provided it shall include the day of the funeral. Any work day falling within the bereavement period shall be a day off with pay.
- d) Compassionate leave, as described above, or for purposes other than bereavement may be extended or granted at the discretion of the administration upon application by the Civilian.

ARTICLE 13

13:01

PENSIONS

All Full time Civilians shall receive the benefits of a pension plan with Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) integrated with the Canada Pension Plan.

13:02

O.M.E.R.S. Plan

All Full Time Civilians not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two per cent (2%) of the average of a Civilian's highest sixty (60) consecutive months of earnings for service after enrollment in O.M.E.R.S. times years of credited services after enrollment in O.M.E.R.S. reduced when a member is entitled to Canada Pension benefits by .7% times the average of YMPE for the year the member retires and the two preceding years times the period of credited service since January 1st, 1966 (to a maximum of 35 years). Benefits to supplement the Basic Plan are described below:

1. Type 1 Pension - Final average earnings. Formula - as per O.M.E.R.S. Regulations.
2. Partial Type 3 Supplementary - unreduced early retirement for members 55 years of age or older in the event of permanent partial disability.

13:03

Contributions

Full Time Civilians shall contribute hereunder the appropriate per centum payable by a Corporation employee who normally retires at age 65.

13:04

Retirement

The normal retirement **age** from which all benefits will be payable will be the 1st of the month following the member's 65th birthday. If a member works beyond the 1st of the month following the member's 65th birthday commencement of pension payments will be deferred until actual retirement takes place.

Compulsory retirement for all Full Time Civilians shall be the end of the calendar half year in which the Civilian reaches sixty-five (65) years of age.

13:05

Any changes to these plans to be agreed upon by the Corporation and the Association.

ARTICLE 14

GRIEVANCE PROCEDURE

14:01

It is the mutual desire of the Parties hereto that complaints of a Full Time Civilian shall be adjusted as quickly as possible.

It is understood that:

- a) An opportunity must be afforded the Officer concerned to review the complaint. In order to ensure that this occurs the Full Time Civilian shall discuss their complaint with the Officer concerned within seven (7) working days after the circumstances giving rise to the complaint have occurred.
- b) In adjusting their complaint the Full Time Civilian may be accompanied by a member of the Association's Executive.

A grievance is a complaint which remains unresolved following the above noted procedure.

14:02

A grievance shall be handled in the following manner and sequence:

a) **Step 1**

The Full time Civilian shall contact the Grievance Committee of the Kitchener Professional Fire Fighters' Association submitting the grievance in writing. If the Grievance Committee of the Association considers the grievance justified they shall submit the grievance in writing in triplicate, one copy of which shall be forwarded to the Fire Chief and/or Deputy Chief and one to the Commissioner of Administrative Services or designate.

If the Chief and/or Deputy Chief have not been involved in hearing the complaint, a meeting shall be convened seven (7) calendar days after receipt of the grievance in an attempt to resolve the matter. The aggrieved Full time Civilian shall be represented and accompanied by the Grievance Committee of the

Kitchener Professional Fire Fighters' Association. A written decision shall be rendered within seven (7) calendar days of the meeting together with reasons therefor.

If the Chief and/or Deputy Chief have been involved at the complaint stage the meeting shall be waived and the grievance will be responded to in writing within seven (7) calendar days of receipt of the grievance together with reasons therefor.

b) **Step 2**

If a settlement is not reached through this procedure, then within seven (7) calendar days, the Grievance Committee and the aggrieved Civilian may present the grievance(s) to the Commissioner of Administrative Services or designate. The Commissioner of Administrative Services or designate will reply to the said grievance within seven (7) working days from the date of the meeting between themselves, the Association and the aggrieved Full Time Civilian.

c) **Step 3**

Failing settlement of the grievance, the matter may be referred to arbitration within twenty-one (21) days of the date of the reply from the Commissioner of Administrative Services or designate.

A complaint or grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the Chief and/or Deputy Chief and the Commissioner of Administrative Services or designate.

Failing settlement under this procedure, the matter may be submitted to arbitration in accordance with Clause 14:02(c).

The City Council or the Committee appointed thereafter may refer a Management Grievance to arbitration in the same way as the grievance of an employee.

Any grievance by the Corporation or the Association as provided in this Clause shall be commenced within thirty (30) calendar days from the date of occurrence.

ARTICLE 15

ARBITRATION

15:01

In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the parties hereto, the matter in dispute shall be submitted to a single arbitrator appointed in the manner set out in the Fire Departments Act.

ARTICLE 16

DISCIPLINE AND DEVOTION TO DUTY

16:01

The Chief and/or Deputy Chief shall be empowered to hire, suspend, discharge, layoff, transfer or demote Full Time Civilians subject only to the limitations expressed in this Agreement as to Arbitration or otherwise provided however that:

No Full Time Civilian shall be discharged or suspended until given a fair hearing in the presence of the Fire Chief and/or Deputy Fire Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Fire Chief or the Officer in charge, to relieve from duty any Civilian until they has been given a fair hearing. Discharge or suspension may be made retroactive to the time of being relieved from duty.

16:02

A Full Time Civilian may be discharged, suspended or disciplined for any actions or statements detrimental to the best interests of the Fire Service or bringing the Department into disrepute.

16:03

Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in the imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy Fire Chief.

- a) Bringing into or consuming intoxicating beverages on Fire Department property or elsewhere when on duty;
- b) Possession or use of any drugs in violation of the Narcotics Control Act or any other statute;
- c) Appearing for duty while under the influence of alcohol or a drug, provided that this shall not apply to use of a drug for bona fide medical purposes under and in accordance with the advice of a physician if the user is not thereby rendered unfit for duty;
- d) Misappropriation of or wilful damage to Fire Department property;
- e) Gross carelessness or neglect of duty;
- f) Insubordination;
- g) Disorderly conduct;
- h) Breaking the Departmental rules and/or Orders as outlined in Article 17.

16:04

No Full Time Civilian shall be suspended for minor traffic offences up to and including speeding charges - this shall, however, not restrict the Fire Chief of the right to restrict any Full time Civilian from driving or operating Fire Department vehicles.

16:05

A Full Time Civilian may be suspended if charged with a criminal offence. If a suspension is issued it shall be deemed to be temporary, pending the disposition and hearing of such charge before a Court of Law. Conviction may result in discharge.

Should a Full Time Civilian who has been suspended be convicted of the charge, they may be disciplined, such discipline may be up to and including discharge.

Should a Full Time Civilian who has been suspended, be acquitted of the charge, they shall forthwith be reinstated to their regular duties and shall be reimbursed for all pay withheld during the period of such suspension.

16:06

Any Full Time Civilian charged with an offence, under any Federal or Provincial Statute which arises out of the legal execution of their duties will not have their legal fees re-imbursed when the Full Time Civilian is found guilty of the charge, such re-imburement will not exceed the scale established by Legal Aid for the appropriate court. All of the foregoing may be varied only by mutual agreement of the Parties.

Further, it is understood that payment under the terms of this Clause does not prejudice the Corporation's right to take disciplinary action against the Full Time Civilian.

ARTICLE 17

DEPARTMENTAL RULES

The Departmental Rules and Departmental Orders of the Kitchener Fire Department, a copy of which is at present in effect, is hereunto annexed, insofar as they do not conflict with the terms and provisions of the Fire Departments Act of the Province of Ontario, and shall be deemed to constitute a part thereof, and shall be observed by all Full Time Civilians. The breach of any such Departmental Rule or Departmental Order may make the offender liable to disciplinary action. Such Departmental Rules or Departmental Orders may be amended from time to time.

ARTICLE 18

STRIKES AND LOCKOUTS

No strike or lockout shall occur during the life of this Agreement or any renewal thereof, and the Full time Civilian shall not participate in any sympathy strike in support of any other organization.

ARTICLE 19

WITNESS DUTY LEAVE

19:01

An employee who is called upon to attend as a witness by subpoena or summons or by providing proof, satisfactory to the employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized by law to compel the attendance of witnesses before it, shall be allowed leave of absence with full

pay, provided that the full amount of compensation received, excluding mileage and travelling expense and an official receipt thereof is deposited with the Commissioner of Finance.

19:02

Definitions

- a) Court Duty: is the time devoted by the Full Time Civilian attending any judicial or quasi judicial proceeding as a witness to give evidence in respect to matters arising out of their employment or on behalf of their employer;
- b) Duty Day: is a day in which any part of a regular tour of duty is performed by the Full Time Civilian;
- c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the Full Time Civilian.

19:03

Court Duty during Duty Day

If a Full Time Civilian's court duty precedes or extends beyond their normal tour of duty by more than one half hour, they shall be compensated for all such hours or part thereof exceeding thirty (30) minutes, either preceding or extending beyond their **normal** tour of duty, **as** overtime under Article 4.

19:04

Court Duty during Off Duty Day

If a Full Time Civilian's court duty falls on an off day, they shall be compensated for all hours of actual attendance or part thereof **exceeding** thirty (30) minutes **as** overtime under Article 4, with a minimum attendance credit of four hours.

19:05

Court Duty during Annual Vacation

Court Duty during annual vacation shall entitle the **Full Time Civilian** to an extension of their annual vacation to restore the time in days expended in travelling to the court, actual court duty and travel time returning to their point of departure. **In** addition to the extension of their annual holiday, they shall be compensated **for** their court duty **as** overtime under Article 4, but

credited at double time as opposed to time and one half. There shall be a minimum credit allowance of four (4) hours.

ARTICLE 20

20:01

TECHNOLOGICAL CHANGE

The Association agrees that the employer has the right to study or introduce new or improved methods or facilities. Whenever possible not less than ninety (90) days prior to the introduction or implementation of technological change affecting employees, the Corporation 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 Corporation respecting (a) the nature and the degree of change, (b) the date or dates on which the Corporation plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make disclosure to the Association of the Corporation'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 Corporation and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Corporation.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussion with a view of resolving any issue which may concern the employment status of any employee. Without mutual agreement no employee covered by this Agreement, save and except probationary employees, shall suffer loss of employment on the Fire Department as a result of the exercise by the Corporation of its right to change, provided the said employee was in the employ of the Corporation at the time the aforementioned notice was given by the Corporation.

The words "Technological Change" in this Article mean:

- a) the introduction by the Corporation of equipment or material. of a different nature or kind than previously utilized; and
- b) a change in the manner in which the Corporation carried on its work and undertaking that is directly related to the introduction of that equipment or material.
- c) **In the event of a change by the Corporation to the organizational structure of the Fire Department, the Corporation shall advise the Association of the change as soon as possible. If requested by the Association, the parties shall meet to discuss the change.**

ARTICLE 21

NO CONTRACTING OUT

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

ARTICLE 22

MATERNITY LEAVE

Maternity leave provisions shall be in accordance with the Employment Standards Act (R.S.O., 1980) as amended from time to time.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its Mayor and Clerk, and the Party of the Second Part has caused this Agreement to be executed by its proper officers hereunto duly authorized.

DATED AT KITCHENER, ONTARIO, THIS 15th DAY OF June 1990.

THE CORPORATION OF THE CITY OF KITCHENER

D.V. Cardillo

Dominic V.P. Cardillo, Mayor

Robert W. Pritchard

Robert W. Pritchard, City Clerk

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

Harry Kalan Pres. KFFA

Pat M. Gough Sec. KPFFA