



1999 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, 1999 - DECEMBER 31, 1999

## INDEX

<u>1999 COLLECTIVE AGREEMENT</u>	<u>ARTICLE</u>	<u>PAGE</u>
ACCIDENTS & SICKNESS	7	6-8
ARBITRATION	16	22
BEREAVEMENT LEAVE	13	18-19
CIVILIANS		SCHEDULE "B"
DEPARTMENTAL RULES	18	24
DISCIPLINE & DEVOTION TO DUTY	17	22-24
DISCRIMINATION	3	2
DUTY HOURS	4	2-4
DURATION	24	26-27
EMPLOYEES COVERED	1	1-2
GRIEVANCE PROCEDURE	15	20-22
LAYOFFS	10	9-11
LEAVE OF ABSENCE (INCL. BEREAVEMENT LEAVE)	13	18-19
MATERNITY LEAVE	23	26
NO CONTRACTING OUT	22	26
PENSIONS	14	19-20
PROMOTION	11	11-15
RECOGNITION	2	2
SALARIES	8	8
APPENDIX "A"		28
SENIORITY	9	8-9
STATUTORY HOLIDAYS	6	5-6
STRIKES & LOCKOUTS	19	24
TECHNOLOGICAL CHANGE	21	25-26
UNIFORMS & EQUIPMENT	12	16-18
VACATIONS	5	4-5
WITNESS DUTY LEAVE	20	24-25

### SCHEDULE "B" - CIVILIANS

ACCIDENTS & SICKNESS	7	33-35
ARBITRATION	15	45
BEREAVEMENT LEAVE	12	41-42
DEPARTMENTAL RULES	17	47
DISCIPLINE & DEVOTION TO DUTY	16	45-47
DISCRIMINATION	2	29
DUTY HOURS	4	30-31
GRIEVANCE PROCEDURE	14	43-45

LAYOFFS	10	38-39
<b><u>SCHEDULE "B" - CIVILIANS</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
LEAVES OF ABSENCE (INCLUDING BEREAVEMENT LEAVE)	12	41-42
MATERNITY LEAVE	22	49
NO CONTRACTING OUT	21	49
PENSIONS	13	42-43
PROBATION		1 29
RECOGNITION	2	29
SALARIES	8	35-37
SENIORITY	9	37-38
STATUTORY HOLIDAYS	6	32-33
STRIKES & LOCKOUTS	18	47
TECHNOLOGICAL CHANGE	20	48-49
UNIFORMS	11	39-41
VACATIONS	5	31-32
WITNESS DUTY LEAVE	19	47-48

1999 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:

**Change** 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, Full Time Civilian **Fire Safety Inspectors and Full Time Civilian Fire Prevention Public Education Coordinators** 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 Protection and Prevention 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 Fire Chief and the Deputy Chief.

**Change** The provisions of Schedule "B" attached, which forms part of this Agreement, shall apply to all Full Time Civilian Dispatchers, Full Time Civilian Mechanics, Full Time Civilian **Fire Safety Inspectors and Full Time Civilian Fire Prevention Public Education Coordinators** (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 11:01.

**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 **Change** 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 **Employer** 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 classifications shall work forty (40) hours per week:

- Chief Fire Prevention Officer;
- Assistant Chief Fire Prevention Officer;
- Fire Prevention Officer;

Training Director;  
Mechanic

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

4:04 The occupation of and the use of off-duty time by a Full Time 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 Full Time Fire Fighters may be required to work overtime in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, the Full Time Fire Fighters will be compensated for overtime hours worked at one and one half (1 ½) times their pro-rated basic hourly rate in effect at the time the overtime is worked.

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

c) A Full Time Fire Fighter 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 Fire 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 Full Time Fire Fighter is entitled by reason of working overtime or on call-in, the Full Time Fire Fighter is entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the Full Time 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 be carried forward from year to year subject to the maximums described below:

Full Time Fire Fighters on the Platoon System

- one (1) week (maximum fifty-six (56) hours)

Full Time Fire Fighters not on the Platoon System

- one (1) week (maximum forty (40) hours)

Any time carried forward must be taken in time off only and cannot be paid.

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 ½). The overtime period shall be from the time the Full Time 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 Part IX, Section 43, Subsection 7 of the Fire Protection and Prevention Act.

4:07 Any Full Time Fire Fighter required to be scheduled for standby will be paid at the rate of seventy-seven dollars (\$77.00) per week for each week that the Full Time Fire Fighter is scheduled for such standby.

When the Chief Fire Prevention Officer and Master Mechanic are scheduled to be on standby as demonstrated by the posted schedule, they shall be entitled to the premium as set out in this Clause. It is understood that when these two positions are not scheduled on standby, it is expected that they may be subject to being called out as a consequence of emergency situations, in which case they will receive compensation for the work performed, but will not receive any standby premium.

**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 Fire Fighting 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 sixteen (16) years of continuous service, shall be granted five (5) weeks vacation in each calendar year; on completion of twenty-five (25) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03 **Change** Full Time Fire Fighters engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service. **Entitlement of 2/3 of one (1) day vacation for each month of service will be assigned to the nearest whole day.**

**New** A month of service shall be interpreted to mean that Full Time Fire Fighters commencing employment up to and including the fifteenth (15<sup>th</sup>) day of the month shall be credited with that month of service for vacation purposes. Full Time Fire Fighters commencing employment following the fifteenth (15<sup>th</sup>) of the month shall not be credited with that 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 **Change** 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 **Chief Financial Officer and City Treasurer** 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 Full Time Fire Fighters in receipt of Long Term Disability benefits.

5:07 **New** All Full Time active and non-active (i.e. sick leave, WSIB, etc.) Fire Fighters shall schedule their vacation entitlements prior to their retirement date. A Full Time Fire Fighter's final salary payment at retirement shall not be increased as a result of unused vacation credits.

## **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;	Good Friday,
Easter Monday,	Victoria Day;
Canada Day;	Civic Holiday,
Labour Day,	Thanksgiving Day;
Remembrance Day,	Christmas Day,
Boxing Day,	Lieu Day.

6:04 This Article does not apply to Full Time Fire Fighters in receipt of Long Term Disability benefits.

## **ARTICLE 7**            **ACCIDENTS & SICKNESS**

7:01 The Employer 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) Liberty Health 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.

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 Full Time Fire Fighters insurance, unless:

- (a) the Full Time Fire Fighter 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 Liberty Health Dental Plan #9 based upon the current Ontario Dental Association Fee Schedule, plus Rider #2 on a 50/50 co-insurance basis.

(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.
- 7:03 Any Full Time Fire Fighter may be required to have a complete medical examination by the Employer's medical examiner or by another physician selected by the Employer. The Full Time Fire Fighter and the Employer shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Fire Chief. 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 Fire Chief. The Employer 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 Liberty Health Extended Health Care Plan or equivalent on behalf of all Full Time 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 Full Time Fire Fighter killed in the line of duty, until the Full Time Fire Fighter would have reached age 65 or the spouse remarries, whichever occurs first.
- 7:05 The Employer 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 one thousand dollars (\$1,000.00).
- 7:06 A Full Time Fire Fighter, who is injured on the job and is approved for Workplace Safety and Insurance Board temporary total disability benefits, shall be

compensated as follows:

The Employer shall:

- a) Advance to the Full Time Fire Fighter on their regular pay day an amount equal to that which the Workplace Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workplace Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and

The Employer shall:

- b) Pay to the Full Time Fire Fighter on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the Full Time Fire Fighter an amount equal to their normal net take home pay after all appropriate deductions have been made. Deductions for income tax, C.P.P. and Employment Insurance will be based on the employer paid portion of the Full Time Fire Fighters pay. All other deductions will be based on the Full Time Fire Fighter's normal gross pay.

No payments as set out in this Clause shall be payable with respect to any absence for which a permanent disability pension or award is payable by the Workplace Safety and Insurance Board.

Where a Full Time Fire Fighter is compensated under the terms of this clause, there shall be no deduction from the Full Time Fire Fighter's sick leave benefit

7:07 **Change** Full Time Fire Fighters attending Ontario Fire College Courses authorized by **the Employer** shall be paid at the rate of twelve cents (12 cents) per kilometer driven. This Clause is read subject to a maximum of one (1) round trip per week and car-pooling will be required where possible.

The 1992 rate noted in this Clause will in future years be indexed proportionately to increases in the city's mileage system as approved by Council.

## **ARTICLE 8**            **SALARIES**

8:01 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**

**SENIORITY**

- 9.01 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 Full Time Fire Fighter.
- New b) **Where two (2) or more Full Time Fire Fighters enter the employ of the Department on the same date, the names of the individual Full Time Fire Fighters shall be placed on ballots, and such ballots shall be drawn by a neutral third party (as agreed to by the Parties). The first name drawn shall occupy the highest position on the seniority list and each successive name drawn shall be placed below the previous name until all ballots are drawn. The placement as determined by the process shall be final and binding.**
- c) 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.
- 9:02 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 Full Time Fire Fighter to the 1st Class classification or a lower rank shall be at the discretion of the Employer to fill an existing vacancy. The re-entry of a Full Time 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 Employer may place such Full Time Fire Fighters into the salary level appropriate for the existing vacancy.
- 9:03 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 twenty -four (24) months, whichever is the lesser.

**ARTICLE 10**

**LAYOFFS**

10:01 The following are the Divisions of the Fire Department:

Fire Fighting Division

Fire Prevention Division  
Administration Division  
Apparatus and Equipment Division  
Training Division  
Civilian Dispatching Division

10:02 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 Fire Fighting Division and the last Full Time Fire Fighter laid off in the affected Division shall be the first recalled to that Division, subject to Clause 10:03 and Clause 9:03.
- b) Following divisional lay-off or in the event that a divisional lay-off is not effected, departmental seniority will be applied throughout the Fire Fighters Division. 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 10:03 and Clause 9:03.
- c) Bumping will only be permitted within the Fire Fighting Division, at the rank or below the rank previously held in the Fire Fighting Division and the Full Time 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".

10:03 Upon receipt of proper notification from the Employer to return to work after recall from layoff, the former Full Time Fire Fighter shall have seven (7) calendar days to notify the Employer 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 Full Time Fire Fighter's name being struck from the seniority list and the next in line of seniority shall be recalled. The Employer will send such notices by Registered Mail to the last known address provided to the Employer by the Full Time Fire Fighter.

If a laid off Full Time Fire Fighter notifies the Employer 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 Full Time 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 11**

**PROMOTION**

11:01

- 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 Full Time 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 Full Time Fire Fighter classifications shall be from a total of fifty-two (52) points.

		<u>Derived From</u>	<u>Minimum to Qualify</u>	
<b>Change</b>	i)	Written Exam	20	14
	ii)	Oral	20	10
	iii)	Practical Test	20	14
	iv)	<b>Maps/Streets</b>	20	14

- Change** b) In the event the Full Time Fire Fighter fails to attain the required points in each of the written, oral, practical and **maps/streets** examinations they may re-try in three (3) months any examination in which they were unsuccessful. During this time no salary

adjustment will apply.

- c) In the event of failure on the second attempt the Fire Chief will initiate action with respect to the Full Time Fire Fighter which is in the Fire Chief's opinion appropriate under the circumstances. Such action may include termination.
- a) Each Full Time Fire Fighter to be eligible for promotion to Captain shall be a Full Time Fire Fighter, First (1st) Class, for five (5) years in the Fire Fighting Division.

11:02

A Captain shall be a graduate of the Ontario Fire College, as a condition of the final assessment, as outlined below.

The following examination procedure shall apply for the rank of Captain. Qualifications for the rank of Captain shall be from a total of fifty-two (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	10	

- b) Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date that the candidate is eligible to write for promotion to a maximum of ten (10) points. For any part of a year, seniority points shall be calculated as the number of days divided by three hundred and sixty-five (365).
- c) Rating shall be as prescribed by the Fire Chief.
- d) Successful completion of all four (4) parts qualify the Full Time Fire Fighter to be placed on a Captain's eligibility list. Promotion will be made from a list of those qualified as the need arises with the Full Time Fire Fighter with the highest total points promoted first and subsequent promotions in descending order of total points. Full Time Fire Fighters not promoted within three (3) years must then requalify.
- e) All Captains must participate in an assessment procedure every eight (8) months during the Captains' first twenty-four (24) months in that position.

Assessment shall be conducted by the Fire Chief, Deputy Chief, and the Captain's Platoon Chief.

Should a Captain fail an assessment the Captain shall be given a one (1) time opportunity for re-assessment in order to demonstrate suitability for the position. Failure to progress at this stage will result in the Captain being returned to a Full Time Fire Fighter First (1st) Class.

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of ninety (90) days or more shall extend the above time period by the length of the absence.

11:03 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.

11:04 Each Full Time Fire Fighter to be eligible for promotion to the classification of Fire Prevention Officer in the Fire Prevention Division shall be a Full Time Fire Fighter, First (1st) Class for a period of one (1) year.

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

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

On the completion of twenty (20) working days experience in the Fire Prevention Division, 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 fifty-two (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	10	

Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date that the candidate is eligible to write for promotion to a maximum of ten (10) points. For any part of a year seniority points shall be calculated on the number of days divided by three hundred and sixty-five (365).

Rating shall be as prescribed by the Fire Chief.

Successful completion of all four (4) parts qualify the Full Time 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 Full Time Fire Fighter with the highest total points promoted first and subsequent promotions in descending order of total points.

11:05 **Change** Promotion for ranks above Fire Prevention Officer in the Fire Prevention **Division** shall be by appointment by the Fire Chief.

11:06 For purposes of this Article, in the event that points are equal, the highest written examination shall decide.

11:07 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.

11:08 Salaries received by Full Time Fire Fighters for additional, or other duties, are not considered promotion to Officer rank.

11:09 Under this Article, Full Time Fire Fighters may be required to attend courses prescribed by the Fire Chief and such courses to be paid for by the Employer.

11:10 Full Time Fire Fighters may perform the work of a Full Time 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.

11:11 The following conditions shall apply when appointing an Acting Platoon Chief (APC):

Applicants for an APC position shall hold the rank of Captain for at least three (3) years at the time of their appointment to APC

The APC appointment shall be for a maximum of three (3) years measured from the time the individual is appointed APC. Payment for the function of APC shall be restricted to only those times an APC relieves for an absent Platoon Chief.

An individual may request in writing to discontinue being an APC prior to his/her term ending. The term of appointment as APC may be discontinued by written notice from the Fire Chief giving reasons for such discontinuation.

The Fire Chief shall post a notice sixty (60) days prior to the appointment date of an APC. The notice inviting applications for the role of APC shall remain on the Bulletin Boards for a period of thirty (30) calendar days.

An Interview Team consisting of the Fire Chief and Deputy Chief, will make the selection of an APC from the written applications in response to the posting. The Interview Team shall consult with the Platoon Chiefs and Training Director for input to the decision of who will be appointed.

Following the term of APC up to three (3) years, the former APC remains eligible for appointment to a permanent position as Platoon Chief for a period of time equal to the length of time he/she served as APC.

When an APC has completed his/her term he/she may re-apply for a further three (3) year term along with all others eligible.

An annual assessment interview of the APC's performance will be conducted by the Deputy Chief, his/her own Platoon Chief and Training Director.

When leaving the APC position the Captain may request to stay or leave

his/her Platoon and if possible his/her request will be honored. After finishing the acting term but still eligible for promotion to Platoon Chief the Captain may be called upon to perform the duties of an APC in the absence of the Platoon Chief, with the approval from the Deputy Chief to cover for staffing emergencies or approved day trades.

**ARTICLE 12**                    **UNIFORMS AND EQUIPMENT**

12:01 All Full Time Fire Fighters, upon commencement of employment shall be supplied with a dress uniform consisting of:

Dress Uniform

- one (1) tunic
- one (1) pair of trousers
- one (1) short sleeve dress blue shirt
- one (1) short sleeve dress white shirt
- one (1) tie
- three (3) pairs of black socks
- one (1) pair of black shoes
- one (1) belt
- one (1) cap
- one (1) winter all purpose coat
- one (1) pair of dress black gloves

12:02a All Full Time Fire Fighters in the Fire Fighting Division and Mechanics in the Apparatus and Equipment Division, upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- three (3) dark navy blue pairs of pants
- four (4) dark navy blue short sleeve shirts
- four (4) dark navy blue, short sleeve, crew neck, T-shirts
- one (1) dark navy blue waist length bomber style jacket
- one (1) dark navy blue v-neck, military style sweater

Platoon Chiefs shall receive four (4) white short sleeve station uniform shirts in lieu of the dark navy blue short sleeve station uniform shirts and four (4) dark navy blue short sleeve, crew neck T-shirts.

Acting Platoon Chiefs shall receive four (4) white short sleeve station uniform shirts in addition to the dark navy blue short sleeve station uniform shirt.

12:02b All Full Time Fire Fighters in the Fire Prevention Division, and the Training Division, upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- three (3) dark navy blue pairs of pants
- four (4) light blue short sleeve shirts
- one (1) dark navy blue waist length bomber style jacket
- one (1) dark navy blue, v-neck military style sweater
- four (4) dark navy blue, short sleeve, crew neck T-shirts

The Chief Fire Prevention Officer and the Director of Training shall receive four (4) white short sleeve station uniform shirts in lieu of the dark navy blue short sleeve station uniform shirts and four (4) dark navy blue, short sleeve, crew neck T-shirts.

12:02c When a Full Time Fire Fighter who is issued a uniform under the terms of Article 12 is temporarily seconded to another Division within the Department it shall be at the discretion of the Fire Chief and/or the Deputy Chief as to whether the seconded Full Time Fire Fighter is issued any additional clothing that is peculiar to the Division that the Full Time Fire Fighter has been temporarily seconded into.

12.02d When a Full Time Fire Fighter is transferred or promoted to another Division that provides a dress and/or station uniform only the articles of the dress and/or station uniform that are different from what was previously issued to the Full Time Fire Fighter, will be issued upon the transfer or promotion. This does not apply to clothing replacement as stipulated under Clause 12:04

12:03 One (1) pair of safety work boots shall be supplied to each Mechanic in the Apparatus and Equipment Division and each Fire Prevention Officer in the Fire Prevention Division.

12:04 All clothing issued under Clauses 12:01, 12:02A and B, and 12:03 will be replaced on an as required basis.

12:05 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.

12:06 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.

12:07 All personal safety equipment or devices carried on the person of a Full Time Fire Fighter during an emergency response that has an effect on the health and safety of the Full Time Fire Fighter 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.

12:08 The Employer agrees to provide a tool allowance of three hundred dollars (\$300.00) annually, payable in the last pay of November, upon presentation of receipts to apply to the Full Time Mechanic and the Full Time Master Mechanic.

### **ARTICLE 13**      **LEAVE OF ABSENCE**

13:01 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.

13:02 **Change** 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 **but** 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 Fire Chief 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.

13:03 The intent of Clauses 13:01 and 13:02 is for the total numbers of Association representatives to be any combination of Full Time Fire Fighters and Full Time Civilians.

13:04                      **Bereavement Leave**

In the event of a death in the immediate family of a Full Time Fire Fighter they shall be entitled to time off as set out in the schedule below with pay, to be taken within either four (4) duty days before or after the day of the

funeral.

Up to four (4) duty days in the event of the death of the Full Time Fire Fighter's spouse, son, daughter, mother, father, stepmother, stepfather, sister or brother; up to two (2) duty days in the event of the death of the Full Time Fire Fighter's grandchild, grandmother or grandfather

Up to two (2) duty days in the event of the death of the Full Time Fire Fighter's spouse's mother, father, stepmother, stepfather, brother, sister, grandmother or grandfather.

In the event of a death in the family of a Full Time Fire Fighter they shall be released from duty for one (1) duty day with pay to attend the funeral.

The family of the Full Time Fire Fighter to be defined as follows:

son-in-law, daughter-in-law, sister-in-law or brother-in-law.

Unpaid compassionate leave of up to five (5) duty days may be requested by the Full Time Fire Fighter.

The term 'spouse' shall be deemed to include a common-law spouse provided that the Full Time Fire Fighter has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Employer.

## **ARTICLE 14**      **PENSIONS**

14:01 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 (2) 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.

14:02 Contributions

Each Full Time Fire Fighter shall contribute eight percent (8%) of their wages or salary (adjusted for Canada Pension Plan contributions) toward the cost of the Plan and the Employer shall pay the balance of the cost of the Plan.

14:03 Retirement

The normal retirement age from which all benefits will be payable will be the 1st of the month following the Full Time Fire Fighter's 60th birthday. If a Full Time Fire Fighter works beyond the 1st of the month following the Full Time Fire Fighter'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.

14:04 Any changes to this plan to be agreed upon by the Employer and the Association.

**ARTICLE 15**            **GRIEVANCE PROCEDURE**

15:01 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.

15:02 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 (1) copy of which shall be forwarded to the Fire Chief and/or Deputy Chief and one to the Director of Human Resources or Designate.

**Change**

If the **Fire 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 therefor.

**Change**

If the **Fire 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 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 Full Time Fire Fighter may present the grievance(s) to the Director of Human Resources or Designate. The Director of Human Resources 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 Director of Human Resources or Designate.



15:03 **Change**

A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the **Fire Chief** and/or Deputy Chief and the Director of Human Resources or Designate.

Failing settlement under this procedure, the matter may be submitted to arbitration in accordance with Clause 15:02 c).

The City Council or the Committee appointed thereof may refer a Management Grievance to arbitration in the same way as the grievance of a Full Time Fire Fighter.

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

**ARTICLE 16**            **ARBITRATION**

16:01 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 Protection and Prevention Act.

**ARTICLE 17**            **DISCIPLINE AND DEVOTION TO DUTY**

The Association recognizes that it is the right of the Employer through the Fire Chief and Deputy Chief to manage all Fire Department Operations and direct the working forces including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its Full Time Fire Fighters for Just Cause. A claim of discriminatory promotion, demotion or transfer, or a claim that any Full Time Fire Fighter has been discharged, penalized or suspended without Just Cause shall be the subject of a grievance and dealt with as provided herein.

17:01 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 Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy 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.

17:02 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.

17:03 Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy 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 willful 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 18.

17:04 No Full Time Fire Fighter shall be suspended for minor traffic offenses 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.

17:05 A Full Time Fire Fighter may be suspended if charged with a criminal offense. 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.

**17:06 Change**

Where a Full Time Fire Fighter is charged with a criminal or statutory offense flowing from his/her duties and is subsequently acquitted of such charges, he/she shall be reimbursed for any reasonable legal expenses incurred as a result of such charges and that have been taxed pursuant to the Solicitor's Act, or as are agreed upon by Counsel for the Corporation. The Employer further agrees that it will continue the coverage under its present existing general liability policy or **provide** equivalent coverage at its discretion.

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

**ARTICLE 18**      **DEPARTMENTAL RULES**

18:01 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 Protection and Prevention 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 only by mutual agreement of the Parties.

**ARTICLE 19**      **STRIKES & LOCKOUTS**

19:01 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 20**      **WITNESS DUTY LEAVE**

**20:01 Change**

A Full Time Fire Fighter 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 traveling expense and an

official receipt thereof is deposited with the **Chief Financial Officer and City Treasurer**.

20:02

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 Full Time Fire Fighter;
- c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the Full Time Fire Fighter.

20:03

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.

20:04

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 (4) hours.

20:05

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 traveling 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.

20:06 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 21**            **TECHNOLOGICAL CHANGE**

21:01 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 Full Time Fire Fighters, the Employer shall by written notice, furnish the Association with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Employer respecting (a) the nature and the degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of Full Time Fire Fighter. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.

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 Full Time Fire Fighter. Without mutual agreement no Full Time Fire Fighter covered by this Agreement, save and except probationary Full Time Fire Fighters shall suffer loss of employment on the Fire Department as a result of the exercise by the Employer of its right to change, provided the said Full Time Fire Fighter was in the employ of the Employer at the time the aforementioned notice was given by the Employer.

The words "Technological Change" in this Article mean:

- a) The introduction by the Employer of equipment or material of a different nature or kind than previously utilized: and
- b) A change in the manner in which the Employer 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 Employer to the organizational structure of the Fire Department, the Employer 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 22**            **NO CONTRACTING OUT**

22:01                        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 a Full Time Fire Fighter covered by this Agreement shall be performed by another employee or a person who is not an employee of the Corporation.

**ARTICLE 23**            **MATERNITY LEAVE**

23:01    Maternity leave provisions shall be in accordance with the Employment Standards Act (R.S.O., 1980) as amended from time to time.

**ARTICLE 24**            **DURATION**

24:01 **Change**            This Agreement shall be and remain in force and effect until the 31st day of December **1999** 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.

24:02    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 Fire Chief and the Deputy Chief of the Fire Department.

24:03 **Change**            If at any time during negotiations, as provided in **Clauses** 24:01 and 24:02, either Party comes to the conclusion that an agreement cannot be reached, then the provisions of the Fire Protection and Prevention Act shall apply.

## APPENDIX "A"

### CLASSIFICATIONS

<u>JOB TITLES</u>	<u>1999 RATES</u>		
	<u>Jan. 1, 1999</u> (2%)	<u>Jul. 1, 1999</u> (2.25%).	<u>% Diff</u>
CHIEF FIRE PREVENTION OFFICER	\$68,581	\$70,123	126%
TRAINING DIRECTOR	\$68,581	\$70,123	126%
PLATOON CHIEF	\$70,758	\$72,349	130%
ASST. CHIEF FIRE PREVENTION OFFICER	\$63,464	\$64,891	116.6%
CAPTAIN    Maximum	\$63,464	\$64,891	116.6%
1st 36 months	\$58,783	\$60,105	108%
MASTER MECHANIC/FIREFIGHTER	\$63,464	\$64,891	116.6%
MECHANIC/FIREFIGHTER	\$58,783	\$60,105	108%
FIRE PREVENTION OFFICER\ PLANS EXAMINER	\$58,783	\$60,105	108%
1ST CLASS FIRE FIGHTER	\$54,429	\$55,653	100%
2ND CLASS FIRE FIGHTER	\$47,353	\$48,418	87%
3RD CLASS FIRE FIGHTER	\$39,733	\$40,627	73%
4TH CLASS FIRE FIGHTER	\$32,657	\$33,392	60%

## SCHEDULE "B"

### FULL TIME CIVILIANS

#### ARTICLE 1            PROBATION

1:01 **Change** Full Time Civilians shall be on probation for the first twelve (12) consecutive months of their employment, and no dispute as to discharge of a probationary Full Time Civilian shall be considered under Article 14 or 15 of this Schedule, or otherwise, subject to the requirements of the Fire Protection and Prevention 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 and Part Time Civilians covered by this Agreement.

The terms and conditions of employment of Part Time Civilian Dispatchers are as documented in the Letter of Understanding dated 24th February 1998

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 **Change** 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 **Employer** 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 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 **Change**    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.
- c)    All Full Time Civilian Fire Safety Inspectors shall work forty (40) hours per week.
- c)                            **All Full Time Civilian Fire Prevention Public Training Coordinators 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 Fire Chief or, in the absence of the Fire Chief, the Deputy Chief.
- 4:03    The occupation of and the use of off-duty time by a Full Time Civilian when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.
- 4:04            a)    It is understood by both Parties that all Full Time Civilians of the Association may be required to work in excess of their regularly scheduled hours. When overtime in excess of thirty (30) minutes occurs, the Full Time Civilians will be compensated for overtime hours worked at one and one-half (1 ½) times the pro-rated hourly rate of the Full Time Civilians basic salary in effect at the time the overtime is worked.
- b)    The pro-rated hourly rate of the Full Time Civilian's salary will be computed by dividing the Full Time Civilian's basic annual salary by 2190 hours.
- c)    A Full Time Civilian 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 Fire 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 Full Time Civilian is entitled by reason of working overtime or on call-in, the Full Time Civilian is entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the Full Time Civilian 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 be carried forward from year to year subject to the maximum described below:

Full Time Civilians on the Platoon System -  
one (1) week (maximum fifty six (56) hours)

Full Time Civilians not on the Platoon System -  
one (1) week (maximum forty (40) hours)

Any time carried forward must be taken in time off only and cannot be paid.

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 ½). The overtime period shall be from the time the Full Time 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 Part IX, Section 43, Subsection 7 of the Fire Protection and Prevention Act

4:06 Stand-By

Any Full Time Civilian 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 Full Time Civilian 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; on completion of ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year; on completion of sixteen (16) years of continuous service, shall be granted five (5) weeks vacation in each calendar year; on completion of twenty-five (25) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03 **Change** Full Time Civilians engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service. **Entitlement of 2/3 of one (1) day vacation for each month of service will be assigned to the nearest whole day.**

**New** A month of service shall be interpreted to mean that Full Time Civilians commencing employment up to and including the fifteenth (15<sup>th</sup>) day of the month shall be credited with that month of service for vacation purposes. Full Time Civilians commencing employment following the fifteenth (15<sup>th</sup>) of the month shall not be credited with that 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 **Change** 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 **Chief Financial Officer and City Treasurer** 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 Full Time Civilians in receipt of Long Term Disability benefits.

5:07 **New** All Full Time active and non-active (i.e. sick leave, WSIB, etc.) Civilians shall schedule their vacation entitlements prior to their retirement date. A Full Time Civilian's final salary payment at retirement shall not be increased as a result of unused vacation credits.

## **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;  
Victoria Day;        Canada Day;  
Civic Holiday;       Labour Day;  
Thanksgiving Day;   Remembrance Day;  
Christmas Day;      Boxing Day;  
Lieu Day.

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

**ARTICLE 7**      **ACCIDENTS & SICKNESS**

7:01 The Employer 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) Liberty Health 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 Liberty Health Dental Plan #9, based upon the current Ontario Dental Association Fee Schedule plus Rider #2 on a 50/50 co-insurance basis effective January 1, 1991.

(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 Employer's medical examiner or by another physician selected by the corporation. The Full Time Civilian and the Employer shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Fire Chief. 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 Fire Chief. The Employer will underwrite the cost of all such medical examinations.

7:04 **Change** A Full Time Civilian who is injured on the job and is approved for Workplace Safety and Insurance **Board** temporary total disability benefits, shall be compensated as follows:

The Employer shall:

a) Advance to the Full Time Civilian on their regular pay day an amount equal to that which the Workplace Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workplace Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter,

and

The Employer shall:

b) Pay to the Full Time Civilian on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the Full Time Civilian an amount equal to their normal net take home pay after all appropriate deductions have been made. Deductions for income tax, C.P.P. and employment insurance will be based on the Employer paid portion of the Full Time Civilian's

pay. All other deductions will be based on the Full Time Civilian's normal gross pay.

- c) No payments as set out in this Clause shall be payable with respect to any absence for which a permanent disability pension or award is payable by the Workplace Safety and Insurance Board.
- d) Where a Full Time Civilian is compensated under the terms of this Clause, there shall be no deduction from the Full Time Civilian's sick leave benefits.

7:05 **Change** Full Time Civilians attending Ontario Fire College courses authorized by **the Employer** shall be paid at the rate of twelve cents (12 cents) per kilometer driven. This Clause is read subject to a maximum of one (1) round trip per week and car pooling will be required where possible.

The 1992 rate noted in this Clause will in future years be indexed proportionately, to increases in the City's mileage system as approved by Council.

**ARTICLE 8**            **SALARIES**

8:01 **Change**            The salaries to be paid under this Appendix shall be as follows:

**1999 FULL TIME CIVILIAN RATES**

<u>CIVILIAN DISPATCH</u>	JAN. 1, 1999 (2%)	JULY 1, 1999 (2.25%)
LEVEL 4, Max (after 3 years)	\$40,666	\$41,581
LEVEL 3, 3RD 12 MONTHS	\$37,760	\$38,610
LEVEL 2, 2ND 12 MONTHS	\$34,855	\$35,639
LEVEL 1, 4TH 12 MONTHS (PROBATION)	\$31,952	\$32,671

Civilian Fire Safety Inspector

Jan. 1, 1999 (2%)            July 1, 1999 (2.25%)

Maximum (After 3 Years)	\$51,155	\$52,306
(After 2 Years)	\$49,450	\$50,563
(After 1 Year)	\$47,176	\$48,237
Minimum	\$45,471	\$46,494

CIVILIAN MECHANIC                      Jan. 1, 1999 (2%)                      July 1, 1999 (2.25%)

Maximum (After 30 Months)	\$44,488	\$45,489
(After 18 Months)	\$42,314	\$43,266
(After 6 Months)	\$41,212	\$42,139
Minimum	\$39,682	\$40,575

**CIVILIAN FIRE PREVENTION PUBLIC TRAINING COORDINATOR**

	<u>Jan 1., 1999 (2%)</u>	<u>July 1, 1999 (2.25%)</u>
<b>Maximum (After 3 years)</b>	<b>\$36,794</b>	<b>\$37,622</b>
<b>(After 2 years)</b>	<b>\$34,956</b>	<b>\$35,743</b>
<b>(After 1 year)</b>	<b>\$33,116</b>	<b>\$33,861</b>
<b>Minimum</b>	<b>\$29,435</b>	<b>\$30,097</b>

PERFORMANCE PROGRESSIONS

**Change**            For re-classification and salary change purposes, from the time of appointment as probationer level 1 to level 4 **Full Time Civilian** Dispatcher, the following examination procedure shall apply. Examination qualifications for progression in the Full Time Civilian Dispatcher classifications shall be derived from a total of 80 points

	<u>Derived from</u>	<u>Minimum to Qualify</u>
i)	written exam	20
ii)	oral	20
		14
		10

iii)	practical test	20	14
iv)	rating	20	14

Successful annual examination qualifies Full Time Civilian Dispatchers to level four (4) upon completion of one (1) full year in each classification

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of ninety (90) calendar days or more, shall extend the above time period by the length of the absence.

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

In the event of failure on the second attempt the Fire Chief will initiate action with respect to the Full Time Civilian Dispatcher, which, is in the Fire Chief's opinion appropriate under the circumstances. Such action may include termination.

**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 Full Time Civilian.

New b) **Where two (2) or more Full Time Civilians enter the employ of the Department on the same date, the names of the individual Full Time Civilians shall be placed on ballots, and such ballots shall be drawn by a neutral third party (as agreed to by the Parties). The first name drawn shall occupy the highest position on the seniority list and each successive name drawn shall be placed below the previous name until all ballots are drawn. The placement as determined by the process shall be final and binding.**

c) 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 Full Time 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 Employer may place such Full Time Civilians into the salary level appropriate for the existing vacancy.

9:03 A Full Time 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 Full Time Civilian's seniority or for a period of twenty-four (24) months, whichever is the lesser.

## **ARTICLE 10**      **LAYOFFS**

10:01 In the event of a lay-off of a Full Time 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 Full Time Civilian Dispatcher to enter shall be the first Full Time Civilian Dispatcher to be laid-off and the last Full Time 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 Full Time Civilian Mechanic to enter shall be the first Full Time Civilian Mechanic to be laid-off and the last Full Time Civilian Mechanic to be laid-off shall be the first recalled subject to Clause 10:02 and Clause 9:03.

Should a lay-off be effected the last Full Time Civilian Fire Safety Inspector to enter shall be the first Full Time Civilian Fire Safety Inspector to be laid off and the last Full Time 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 Employer to return to work after recall from lay-off, the former Full Time Civilian shall have seven (7) calendar days to notify the Employer 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 Full Time Civilian's name being struck from the seniority list and the next in line of seniority shall be recalled. The Employer will send such notices by Registered Mail to the last known address provided to the Employer by the Full Time Civilian.

If a laid off Full Time Civilian notifies the Employer 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 Full Time Civilian shall accept the job title and appropriate salary level for the vacant position to be filled.

**ARTICLE 11**      **UNIFORMS**

11:01 Where a Full Time Civilian is required to wear a uniform, it shall be supplied by the Department as stated in Clauses 11:02, 11:03a, b and c and 11:04.

11:02 All Full Time Civilians upon commencement of employment shall be supplied with a dress uniform consisting of:

Dress Uniform

- One (1) tunic
- One (1) pair of trousers
- One (1) short sleeve dress blue shirt
- One (1) short sleeve dress white shirt
- One (1) tie
- Three (3) pairs of black socks
- One (1) belt
- One (1) cap
- One (1) winter all purpose coat
- One (1) pair of black dress gloves

11:03a **Change** Full Time Civilian Mechanics in the **Apparatus and Equipment Division** upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- Three (3) dark navy blue pairs of pants
- Four (4) dark navy blue short sleeve shirts
- Four (4) dark navy blue short sleeve crew neck T-shirts
- One (1) dark navy blue waist length bomber style jacket
- One (1) dark navy blue V-neck military style sweater

11:03b **Change** All Full Time Civilian Dispatchers in the **Fire Fighting Division**, upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- Three (3) dark navy blue pairs of pants
- Four (4) light blue short sleeve shirts
- One (1) dark navy blue waist length bomber style jacket
- One (1) dark navy blue v-neck military style sweater or
- One (1) dark navy blue cardigan sweater
- Four (4) dark navy blue short sleeve crew neck T-shirts

11:03c **Change** The Full Time Civilian Fire Safety Inspector in the **Fire Prevention Division**, upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- Three (3) dark navy blue pairs of pants
- Four (4) light blue short sleeve shirts
- One (1) dark navy blue waist length bomber style jacket
- One (1) dark navy blue v-neck, military style sweater

11:03d When a Full Time Civilian who is issued a uniform under the terms of Article 11 is temporarily seconded to another Division within the Department, it shall be at the discretion of the Fire Chief and/or the Deputy Chief as to whether the seconded Full Time Civilian is issued any additional clothing that is peculiar to the Division that the Full Time Civilian has been temporarily seconded into.

11: 03e **Change** When a Full Time Civilian is transferred or promoted to another Division that provides a dress and/or station uniform, only the articles of the dress and/or station uniform that are different from what was previously issued to the Full Time Civilian will be issued upon the transfer or promotion. This does not apply to clothing replacement as stipulated under **Clause 11:05**.

11:04 One (1) pair of safety work boots shall be supplied to each Full Time Civilian Mechanic in the Apparatus and Equipment Division and to the Full Time Civilian Fire Safety Inspector in the Fire Prevention Division.

11:05 All clothing issued under Clauses 11:02, 11:03a, b & c and 11:04 will be replaced on an as required basis.

11:06 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.

11:07 All personal safety equipment or devices carried on the Full Time Civilian's person

during an emergency response that has an effect on the health and safety of the Full Time Civilian will be approved for use on the Kitchener Fire Department by the Joint Occupational Health and Safety Committee, comprised of both Association and Management. Where applicable, this shall meet a minimum legislated standard for Ontario Fire Fighters.

11:08 The Employer agrees to provide a Tool Allowance of three hundred dollars (\$300.00) annually, payable in the last pay of November, upon presentation of receipts to apply to Full Time Civilian Mechanics.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

12:01

#### **Bereavement Leave**

In the event of a death in the immediate family of a Full Time Civilian they shall be entitled to time off as set out in the schedule below with pay, to be taken within either four (4) duty days before or after the day of the funeral.

Up to four (4) duty days in the event of the death of the Full Time Civilian's spouse, son, daughter, mother, father, stepmother, stepfather, sister or brother

Up to two (2) duty days in the event of the death of the Full Time Civilian's grandchild, grandmother or grandfather

Up to two (2) duty days in the event of the death of the Full Time Civilian's spouse's mother, father, stepmother, step father, brother, sister, grandmother or grandfather.

In the event of a death in the family of a Full Time Civilian they shall be released from duty for one (1) duty day with pay to attend the funeral.

The family of the Full Time Civilian to be defined as follows:

son-in-law, daughter-in-law, sister-in-law or brother-in-law.

Unpaid compassionate leave of up to five (5) duty days may be requested by the Full Time Civilian.

The term 'spouse' shall be deemed to include a common-law spouse provided that the Full Time Civilian has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Employer.

12:02 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.

12:03 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 business. Any delegates 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 Fire Chief 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.

12:04 The intent of Clauses 12:02 and 12:03 is for the total numbers of Association representatives to be any combination of Full Time Fire Fighters and Full Time Civilians.

## **ARTICLE 13**      **PENSIONS**

13:01 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 Full Time 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 Full Time Civilian is entitled to Canada Pension benefits by .7% times the average of YMPE for the year the Full Time Civilian 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 Full Time Civilian's 65th birthday. If a Full Time Civilian works beyond the 1st of the month following the Full Time Civilian'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 Full Time Civilian reaches sixty-five (65) years of age.

13:05 Any changes to these plans to be agreed upon by the Employer 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 (1) copy of which shall be forwarded to the Fire Chief and/or Deputy Chief and one to the Director of Human Resources or Designate.

If the Fire 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 Fire 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 Full Time Civilian may present the grievance(s) to the Director of Human Resources or Designate. The Director of Human Resources 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 Director of Human Resources or Designate.

14:03 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the Fire Chief and/or Deputy Chief and the Director of Human Resources or Designate.

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

The City Council or the Committee appointed thereafter may refer a Management Grievance to Arbitration in the same way as the grievance of a Full Time Civilian.

Any grievance by the Employer 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 Protection and Prevention Act.

**ARTICLE 16**            **DISCIPLINE AND DEVOTION TO DUTY**

16:01 The Association recognizes that it is the right of the Employer through the Fire Chief and Deputy Chief to manage all Fire Department operations and direct the working forces including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its Full Time Civilians for Just Cause. A claim of discriminatory promotion, demotion or transfer, or a claim that any Full Time Civilian has been discharged, penalized or suspended without Just Cause shall be the subject of a grievance and dealt with as provided herein.

No Full Time Civilian shall be discharged or suspended until given a fair hearing in the presence of the Fire Chief and/or Deputy Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Chief or the Officer in charge, to relieve from duty any Full Time Civilian until they have 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 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 willful 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 offenses 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 offense. 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 offense, 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 Full Time Civilian 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 Employer's right to take disciplinary action against the Full Time Civilian.

#### **ARTICLE 17**            **DEPARTMENTAL RULES**

17:01 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 Protection and Prevention 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 only by mutual agreement of the Parties.

#### **ARTICLE 18**            **STRIKES AND LOCKOUTS**

18:01 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 **Change**            A Full Time Civilian 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 traveling expense and an official receipt thereof is deposited with the **Chief Financial Officer and City Treasurer**.

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 (4) 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 traveling 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**      **TECHNOLOGICAL CHANGE**

20:01 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 Full Time Civilians, the Employer shall by written notice, furnish the Association with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Employer

respecting (a) the nature and the degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each Full Time Civilian classification. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.

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 Full Time Civilian. Without mutual agreement no Full Time Civilian covered by this Agreement, save and except probationary Full Time Civilians, shall suffer loss of employment on the Fire Department as a result of the exercise by the Employer of its right to change, provided the said Full Time Civilian was in the employ of the Employer at the time the aforementioned notice was given by the Employer.

The words "Technological Change" in this Article mean:

- a) the introduction by the Employer of equipment or material of a different nature or kind than previously utilized; and
- b) a change in the manner in which the Employer 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 Employer to the organizational structure of the Fire Department, the Employer 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**

21:01 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 a Full Time Civilian 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**

22:01 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 17<sup>TH</sup> DAY OF MAY 2001

THE CORPORATION OF THE CITY OF KITCHENER

Carl Zehr, Mayor

Gary Sosnoski, City Clerk

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

Alf Bailey, President KPFFA

Doug Wendorf, Secretary KPFFA