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COLLECTIVE AGREEMENT

BETWEEN

CORPORATION OF THE CITY OF WINDSOR

AND

**WINDSOR PROFESSIONAL FIREFIGHTERS
ASSOCIATION**

1999-2000

January 1, 1999 - December 31, 2000

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WINDSOR PROFESSIONAL FIREFIGHTERS ASSOCIATION

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ATTACHMENTS

AMENDMENTS TO BY-LAW NUMBER 980

SCHEDULE OF SALARIES TO AGREEMENT WITH WINDSOR PROFESSIONAL FIRE
FIGHTERS ASSOCIATION

THIS AGREEMENT made this **30th** day of **June, 1999**

BETWEEN:

THE CORPORATION OF THE CITY OF WINDSOR

hereinafter called the "CORPORATION"

Of the First Part;

- and -

WINDSOR PROFESSIONAL FIREFIGHTERS ASSOCIATION

hereinafter called the "ASSOCIATION"

Of the Second Part;

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1

1.01 The parties hereto have agreed to enter into these presents for the purpose of maintaining harmonious relations between the Corporation and the Association and to provide an amicable method of settling any difference or grievance which might possibly arise.

ARTICLE 2 - EMPLOYEES

2.01 For the purpose of this agreement, the word "Firefighters" shall mean all full time employees of the Corporation's Fire Department, with the exception of the Commissioner of Fire & Rescue Services/Fire Chief, Deputy Commissioner of Fire & Rescue Services/Deputy Fire Chief, Director of Administrative Services, Administrative Assistant, Chief Fire Prevention Officer and Planning and Development Officer.

2.02 Every employee shall serve a probationary period of twelve (12) months commencing on the date of his employment and during such period the Corporation shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this agreement. This paragraph shall not alter in any way the effect of Article 9.05 which requires each employee to serve a probationary period in any new position to which he has been transferred or promoted. The sick leave plan provided under Article 14 and the provisions for payment by the Corporation toward the cost of benefits under Article 13 shall not come into effect until each employee has completed the first three months of his probationary period.

ARTICLE 3 - RECOGNITION

3.01 The Corporation recognizes the Association as the sole collective bargaining agency of all the said Firefighters for the purpose of collective bargaining in respect of wages, hours, clothing and all other working conditions.

3.02 The Corporation will negotiate with the chosen accredited representatives of the Association for the purpose of determining any disputes under the Collective Agreement as to wages, hours, working conditions or any other terms of the Collective Agreement affecting the Firefighters. If the parties fail to resolve the dispute, either party may proceed to arbitration.

3.03 The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding wilful and malicious damage.

ARTICLE 3A - REPRESENTATION

3A.01 The Association agrees that, except in the case of a matter pertaining to the terms of this agreement or any other matter affecting employees under this agreement, which is included in the agenda of the Council of the Corporation, no member of the Association (its Executive Officers excepted) will make representation either directly or indirectly to any member or members of such Council with respect to any matter coming within the operation of this agreement unless and until all proper procedures provided by this agreement or any applicable Statute have been exhausted.

3A.02 All employees of the Corporation's Fire Department who are now members of the said Association shall remain members of the said Association in good standing as a condition of continued employment and all new employees of the said Fire Department shall upon completion of their probationary period become and remain members in good standing in the said Association as a condition of continued employment.

3A.03 It is agreed that the Employer's **Corporate Services** will deduct the appropriate Union dues and any special assessments as directed in writing, by the Treasurer of the Association.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Corporation and the Association jointly agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced by reason of race, colour or creed, or on account of membership in the Association, or by reason of his holding office therein, or by reason of his activities therein and the Corporation agrees that the provisions of this agreement shall be applied to all persons to whom this agreement applies without discrimination.

ARTICLE 5 - ASSOCIATION'S NEGOTIATING COMMITTEE

5.01 The Association's Negotiating Committee appointed from time to time, pursuant to S.46 of The Fire Protection and Prevention Act, shall be limited to three (3) members who shall be entitled to time ~~off~~ without loss of pay for the purpose of negotiating renewal collective agreements with the Corporation.

ARTICLE 6 - MANAGEMENT RECOGNITION

6.01 The Association agrees that the Corporation has the exclusive right to manage the offices and departments, direct the working forces, and to hire, promote, transfer, demote, lay off, discipline, suspend and discharge employees. Further, the Association recognizes the undisputed right of the Corporation to determine the location of its plants or places of employment, the methods, processes, and means of performing the various works, being solely and exclusively the right and responsibility of the Corporation. The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein. The Association further recognizes the right of the Corporation to make and alter from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any alterations in rules and regulations shall be subject to discussion with the Association.

ARTICLE 7 - HOURS OF WORK - OVERTIME AND CALL BACKS

7.01 (a) The regular work week shall consist of forty-eight (**48**) hours and work shall be assigned in accordance with the system instituted on December 1st, 1961, viz., a platoon system set out in groups whereby each group works sufficient periods of twenty-four (24) continuous hours from 8:00 a.m. one morning to 8:00 a.m. the next morning to average forty-eight (48) hours per week. Any alteration or change to the present platoon system shall be upon the recommendation of the Corporation and shall be subject to agreement of the Parties thereto. Full time Firefighters assigned to duties other than fire fighting, shall work such hours as are ordinarily required to be worked by employees performing such other duties.

(b) The normal hours of work for employees excluded from the above mentioned platoon system shall be defined as follows:

Emergency Communications

Co-ordinators & Operators - Average forty-two (42) hours per week on a 2 Platoon

System working two shifts:

- 7:00 a.m. - 7:00 p.m.

- 7:00 p.m. - 7:00 a.m.

with a running lunch.

Rotation - 4 shifts on duty followed by 4 shifts off duty.

Fire Prevention Services
and Clerical Positions

- thirty-seven and one-half (37.5) hours per week

with a 1/2 hour unpaid lunch period.

- 8:30 a.m. - 4:30 p.m.

Training Services

- thirty-seven and one-half (37.5) hours per week

with one **half** hour unpaid lunch period.

- **8:30** a.m. - 4:30 p.m.

Emergency Apparatus and
Equipment Services and
Emergency Communications
Services (except Co-ordinators & Operators)

- forty (40) hours per week

with a 1/2 hour unpaid lunch period

- 8:00 a.m. - 4:30 p.m.

The Parties agree that Fire Prevention Inspectors who have attained the rank of Captain shall be required to work afternoon shifts of eight hours, commencing no earlier than 11:00 a.m. and finishing no later than 11:00 p.m. on the following conditions:

(a) Afternoon shifts shall be assigned by the Chief Fire Prevention Officer.

(b) Employees shall be given five working days notice of the required afternoon shift or shifts.

Overtime

7.02 (a) Subject to Article 7.03 herein, when an employee is required to work beyond his normal work day or work week, he shall be paid time and one-half for all overtime worked.

(b) Employees other than those in the Fire and Rescue Services shall have the option of receiving such payment for overtime in cash or in time off duty, up to a maximum of **fifty (50)** hours accumulation once annually in each calendar year for time off duty, which time off duty shall be granted in the calendar year of accumulation by the Commissioner of Fire & Rescue Services/Fire Chief at times satisfactory to the Commissioner of Fire & Rescue Services/Fire Chief upon application from the employee. Provided however, an employee may carry over to the next following year, up to fifteen (15) hours of any unused portion of the said maximum accumulation.

(c) Employees who are called to serve as jurors or witnesses in Criminal or Civil Courts, shall be granted leave of absence for such purpose without loss of any privilege. Where an employee is excused from attending on any day for jury duty, he will report to work for the day or days excused. Employees who are called as witnesses shall report to work immediately after they are excused. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his or her duty, the employee shall obtain their certificate from the Court, showing the period of his or her jury or witness service and the amount of compensation received, and shall deposit the certificate together with the full amount of compensation, but not including travel allowances, with the Commissioner of Corporate Services & Treasurer.

This article does not apply to employees who are called to serve as witnesses in Criminal or Civil Court where the matter being adjudicated has arisen out of the employee's previous or other employment.

(d) Every employee shall also be paid at the said overtime rate for all off duty time spent in attending at any court, inquest, or other official hearing for the purpose of giving evidence pertaining to any matter arising out of the performance of his duties, provided that each employee shall be paid for a minimum of four (4) hours for any such attendance.

(e) Retired members of the Association called to appear in Court over Fire Department matters arising during their employment shall be paid Twenty Dollars (\$20.00) per hour for the time required in Court.

Call Backs

7.03 Effective November 4, 1996, if an employee is called back to work after having left his place of employment at the completion of his normal work day, such employee shall be paid at the overtime rate for the period worked or for four (4) hours, whichever is the greater, except that the four hour minimum shall not apply if the application of the call-out time overlaps upon any part of his regular scheduled shift.

Meal Allowances

7.04 In the event that an employee is required to continue to work for a minimum of two (2) hours in excess of a normal work day, excluding call backs as provided in the preceding Paragraph 7.03, he will be paid Three Dollars and Fifty Cents (\$3.50) for a meal.

ARTICLE 8 - SALARIES AND ALLOWANCES

8.01 (a) The maxima rates for Officers' ranks shall be calculated at the following percentages of the 1st Class Firefighter's salary rate (representing 100%) and the minima rates shall be 97% of the maxima rates so calculated:

| | |
|-----------------|---|
| Assistant Chief | 140 % |
| District Chief | 130 % |
| Captain | 120 % |
| Lieutenant | 110 % (Effective December 1, 1998 the rank of Lieutenant shall be deleted.) |

The salary rates for Firefighters below the rank of 1st Class, shall be calculated at the following percentages of the rate for 1st Class Firefighter:

| | |
|--------------|---------------------------|
| Probationary | - First six months - 65% |
| | - Second six months - 70% |
| 3rd Class | - 80% |
| 2nd Class | - 90% |

The attached schedules of salaries, namely Schedules A and B, applicable to all the employees within the scope of this agreement is hereby declared to be and form part of this agreement. It is agreed that the rates shown in the said schedule and in this Article shall also be paid (up to the termination date) to those members of the Fire Department who have

terminated their services with the Corporation subsequent to January 1st, 1994.

The rates in Schedule B will remain (subject to any increases negotiated) until January 1, 2000. If negotiations of the rates in Schedule B for the year 2000 proceed to arbitration, and the arbitrated award lowers the total compensation of Schedule B employees in any way, it has been agreed that the incumbents shall be grandfathered in the same manner as the 1994 grandfathering clauses per the 1994 Minutes of Settlement.

(b) Notwithstanding the provisions of Article 9.04, 3rd and 2nd Class Firefighters shall write qualifying examinations for advancement up to and including the rank of 1st Class Firefighter and must attain a passing mark, as provided by paragraph (1) of Article 9.02, on such examinations. Any such employee failing any phase of the qualifying examination at any level shall rewrite the examination within six months following such failure and should he pass the re-examination, his qualifying date for his increment will be effective from the date of the re-examination. In the event on re-writing the examination the second time, an employee fails to obtain the passing mark, he shall not be permitted to rewrite the examination for a further period of twelve months. If he fails to obtain a passing mark on his third attempt, his examination mark shall be reviewed by a Board of Review, comprising the Commissioner of Fire & Rescue Services/Fire Chief, the Deputy Commissioner of Fire & Rescue Services/Deputy Chief and a member of the Executive of the Association, named by the Association, and the Board's decision to terminate or otherwise, shall be final. No salary increments will be recommended for advancement within these classifications until an employee has successfully passed the qualifying examinations.

8.02 It is agreed that upon giving such notice as may be required by the Corporation, each employee shall be entitled to receive on his last regular pay day prior to his annual vacation, any salary or wages which otherwise would be payable to him during such vacation.

8.03 (a) PAY FOR ACTING RANK - Every employee who is required by the authority of the Commissioner of Fire & Rescue Services/Fire Chief of the Fire Department to act in the capacity of a higher rank shall be paid the minimum rate for such acting rank in respect of all days he has so worked until the employee has accumulated a total of six months in the acting capacity and thereafter, shall be paid the maximum salary for the higher rank in which he is acting. In the case of the temporary absence of Officers in the Fire and Rescue Services, acting ranks will be filled during the period of such absences by the appointment of the employee in the next lower rank having the greatest divisional seniority and who is qualified for the higher rank. In the case of the temporary absences of officers or division heads in all other divisions of the department, it will be necessary to fill only the ranks or positions of the divisional heads and any other ranks or positions deemed essential by the Commissioner of Fire & Rescue Services/Fire Chief, such acting appointments to be filled by the senior qualified person in the next lower rank. Each qualified employee so appointed to act in the higher rank or position and paid the salary for that rank or position in accordance with the terms hereof, shall, when promoted to fill a vacancy in the said rank or position receive credit for pay purposes for all days served in the rank or position in an acting capacity, provided that periods of acting rank will not be credited toward the probationary period required under Article 9.05.

(b) RELIEF OFFICERS - The Corporation shall possess the capacity to appoint one (1) District Chief, five (5) Captains and four (4) Lieutenants as Relief Officers in the Fire and Rescue Services, on the understanding there will be no increase in the complement of that division or the overall departmental establishment.

Effective December 1, 1998, with the elimination of the rank of Lieutenant, the Corporation shall possess the capacity to appoint one (1) District Chief and three (3) Captains as Relief Officers in the Fire and Rescue Services, on the understanding there will be no increase in the complement of that service or the overall departmental establishment.

Automobile Allowance

8.04 (a) Every employee who is required to provide his own automobile for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate of thirty-seven cents (37¢) per kilometre effective January 1, 1993.

(b) In addition to the allowance provided by paragraph (a) the Corporation agrees to pay also the difference, excluding surcharges (as a result of accidents or convictions) in the premium rate for insurance on the employee's automobile, up to the following maximum limits, and the premium rate required to insure such automobile for the same coverage if used as well for the purposes of the Corporation:

| | |
|--------------------------------------|---------------------|
| Public Liability and Property Damage | \$500,000.00 limit |
| Collision | \$250.00 deductible |

Provided however, the employee with his Association representative shall have the right to appeal, to an Appeals Committee to be established by the Corporation, for assumption by the Corporation of any surcharges which the employee feels were imposed as the result of unavoidable accidents which occurred in the performance of his duties, the decision of such review body to be final.

(c) Notwithstanding the above, employees will be required if requested to provide three written estimates of insurance - one estimate from an agent of, the Corporation's choice. The Corporation will only be required to reimburse to the lowest estimate.

Ontario Fire College Allowances

8.05 Effective January 1, 1992, any employee attending the Ontario Fire College at Gravenhurst, Ontario, shall be paid an allowance of \$50.00 per week to cover his out-of-pocket expenses. In addition thereto, he will be paid \$100.00 per weekend, for a maximum of two weekends, for all travelling expenses to permit him to visit at home during this attendance at the College, such payments to be applicable only where the employee avails himself of this opportunity and establishes that he has done so, to the satisfaction of the Commissioner of Fire & Rescue Services/Fire Chief.

ARTICLE 9 - SENIORITY AND PROMOTIONS

9.01 (a) "Divisional Seniority" shall mean the length of continuous service, within a particular division of the Windsor Fire Department, the said divisions being defined as follows:

- Fire and Rescue Services
- Fire Prevention Services
- Emergency Apparatus and Equipment Services
- Administrative Services
- Emergency Communications Services
- Training Services.

For divisional operations, the staff in Administrative Services shall be under the direct supervisory authority of the person who is in charge of the division to which they are assigned. For purposes of vacation selection, leaves of absence and Corporate administrative policies and procedures, for the staff in Administrative Services, the Director of Administrative Services shall be responsible for ensuring the application of Department and/or Corporate policies.

(b) "Departmental Seniority" shall mean the length of continuous service within the Windsor Fire Department from the date of an employee's initial appointment to the department.

9.02 (a) Promotions to the rank of Assistant Chief Fire Rescue will be filled from the Fire and Rescue Services on the basis of skill, knowledge and ability by a confirmed Captain or above with command experience.

9.02 (b) All job openings and vacancies shall be posted within the Department. Promotions or advancements in rank to higher-rated positions and transfers to new jobs or vacancies shall be made on the following basis:

- (1) No person shall be considered for promotion or advancement or transfer to a vacancy or a new job or position unless he shall have obtained not less than 65% on the written exam, 65% on oral and 65% on the practical sections of the Departmental Evaluation and Qualification Examination held for the purpose of determining those members of the Department who are qualified for promotion and advancement to the rank, job, or position under consideration.
- (2) The person selected for promotion, advancement or transfer to such position, rank or job shall be that person having the greatest divisional seniority of those members of the department so qualified.
- (3) An employee will be allowed the opportunity to transfer from one division to another; provided however, he will not be allowed to transfer back a second time to any division other than the division in which he was originally employed at the time of his initial appointment to the Fire Department.

In the event that an employee who has not previously qualified in the Fire & Rescue Services applies for a transfer to that Division, he must meet the entrance requirements for new employees of that Division as established by Council and must also pass the suitability test for Firefighters as conducted by the **Legal and Human Resources Department**.

9.03 (a) The Departmental Evaluation and Qualification Examination shall be conducted at regular intervals to determine those persons qualified to hold and occupy the various ranks and positions and jobs within the department, and shall be conducted with sufficient frequency to ensure that at all times an adequate number of persons are available for promotion or advancement if a vacancy should occur or a new position be created.

9.03 (b) The Departmental Evaluation and Qualification Examination shall be conducted every twelve (12) months for the entry positions in Fire Prevention Services and Training Services. All promotions or advancements to fill vacancies or positions shall be made from the list of qualified persons in order of departmental seniority.

9.04 Only such persons whose names are submitted to the Commissioner of Fire & Rescue Services/Fire Chief of the department by the Association's Committee, or whose names are submitted by the Commissioner of Fire & Rescue Services/Fire Chief on his own initiative shall be entitled to write the Departmental Evaluation and Qualification Examination, provided such names are those of members of the relevant division in order of divisional seniority or, failing that, members of the department in order of departmental seniority who have not failed to qualify in three (3) previous examinations or who have not passed up permanently the opportunity for promotion by filing a letter to this effect with the Commissioner of Fire & Rescue Services/Fire Chief of the department.

9.05 (a) An employee promoted to the classification of Emergency Communications Co-ordinator shall be deemed to be on a probationary basis for a period of six months. Where the employee so promoted had achieved the highest rate of pay of the Emergency Communications Operator classification, that employee shall be paid at 97% of the highest rate for the classification of Emergency Communications Co-ordinator. Upon satisfactory completion of the probationary period, the employee shall be confirmed in the position of Emergency Communications Co-ordinator and shall be paid the highest rate of pay for the position. Where the employee so promoted has less than three complete years as an Emergency Communications Operator, that employee shall be paid on the following basis:

Less than two years, the first increment rate;
between two years and three years, the second increment rate; and

shall be paid for one full year at each of the first and second increment rates, as may be applicable, and for six months at the third increment rate (**97%** of highest rate). Upon satisfactory completion of the probationary period, the employee shall be confirmed in the position of Emergency Communications Co-ordinator.

9.05 (b) An employee promoted or transferred shall be deemed to be on a probationary basis for a period of six (6) months and shall, subject to the provisions of Article 8.03, receive the lower rate of pay provided for the position to which he has been promoted or transferred. If his services have proven satisfactory he shall be confirmed in such new position at the expiry of the said probationary period and upon such confirmation all employees in Grade 505.00 and above shall immediately be paid the higher rate of pay provided for such position.

9.06 Notwithstanding any other provisions in Article 9 of this agreement, in the event of reduction of staff in a Division, employees shall be laid off in inverse order of divisional seniority. Each employee may exercise his/her departmental seniority providing the employee has previously qualified to perform the duties of the position the employee seeks to claim. If he/she has not previously qualified for any other position and is unable to exercise his/her departmental seniority in the aforesaid manner, he/she will be given an opportunity to demonstrate that he/she can qualify for any other position in the department which may be held by an employee with less departmental seniority.

The **Association** will advise the Commissioner of Fire and Rescue Services/Fire Chief by December 1st of each year of the recall status of each laid off employee. If the letter is not received by December 1st in any year, the laid off employee shall not be eligible for recall and shall forfeit any further rights under **this** collective agreement.

In the event of recall, a laid off employee shall be recalled in the order of his/her departmental seniority provided the employee has previously qualified or can demonstrate he/she can qualify for the **position** to which the employee is being recalled. An employee on lay-off shall forfeit his/her right to recall only in the event he/she refuses work for which he/she is qualified. The employee shall be deemed to have resigned if he/she fails to acknowledge his/her availability to report to work within five (5) days after notice of recall is issued and if he/she fails to report within ten (10) days after notice of recall is issued. No employees shall be hired until all laid off employees have been given the opportunity for recall.

9.07 (a) Divisional and Departmental Seniority Lists shall be prepared for each of the divisions of the department.

(b) An employee transferring from one division to another may return to his former position within twelve months from the date of his transfer without loss of divisional seniority, except those employees who transfer to Fire Inspectors, Fire Prevention Service, who shall have six (6) months from the date of his transfer to return to his former position without loss of divisional seniority. Service in the relinquished position shall not be credited for divisional seniority purposes.

(c) Save and except as provided in Article 9.09 where an employee subsequently transfers to another division in which he has previously served, his seniority within that division shall be credited for the length of time he previously served in that division. Save and except as provided in (b) above, an employee shall not be allowed to transfer a second time to any division in which he has previously served other than the division in which he was employed at the time of his initial appointment to the Windsor Fire Department.

9.08 Any Firefighter on becoming Commissioner of Fire & Rescue Services/Fire Chief, Deputy Commissioner of Fire & Rescue Services/Deputy Fire Chief, Chief Fire Prevention Officer, Planning and Development Officer, Director of Administrative Services or

Administrative Assistant may return to his former position within twelve (12) months from the date of his promotion without any loss of divisional and departmental seniority.

9.09 In the event of the reduction of staff as a result of governmental action in eliminating any division or in transferring any function from the jurisdiction of the department, departmental seniority shall apply, provided the employee seeking to exercise his departmental seniority is qualified to perform the duties of the position to which he would be entitled.

For the purposes of Article 9.09:

"Qualified" shall mean an employee who has previously qualified for the position (which he seeks to claim through the exercise of his departmental seniority) or an employee otherwise capable of discharging the functions of the position and who can achieve a passing grade in the departmental evaluation and qualification examination.

9.10 No position in the department excluding the Fire and Rescue Services, which has become vacant by reason of death, retirement, resignation or dismissal of an employee, and which has not been abolished, shall be left unfilled for a period in excess of 3 months.

Vacancies in the Fire and Rescue Services shall be filled within a period of 1 year.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 **Effective July 1, 1999, leave of absence without loss of pay shall be granted to an employee attending the funeral of his/her spouse or child. For those employees who do not work under the platoon system such leave of absence shall not exceed five (5) eight-hour days between death and burial, and for all other employees it shall not exceed two (2) consecutive twenty-four hour working days after death.** Provided however, that the entitlement under this paragraph shall not apply to any employee who, at the time of the death of the member of his family, is absent on vacation, for illness or injury or other authorized leave of absence.

Effective July 1, 1999, leave of absence without loss of pay shall be granted to an employee attending the funeral of his/her stepchild, grandchild, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents or a person standing in loco parentis. For those employees who do not work under the platoon system such leave of absence shall not exceed three (3) eight hour days between death and burial, and for all other employees it shall not exceed two (2) consecutive twenty-four hour working days after death. Provided however, that the entitlement under this paragraph shall not apply to any employee who, at the time of the death, is absent on vacation, for illness or injury or other authorized leave of absence.

For purposes of this clause only, a common law wife or common law husband shall be considered the employee's wife or husband if the employee informs the Commissioner of Fire & Rescue Services/Fire Chief of the identity of the common law wife or common law husband and provides satisfactory proof to the Commissioner of Fire & Rescue Services/Fire Chief that the employee and the common law wife or common law husband have been cohabitating for at least three months. This confirmation and declaration must be provided to the Commissioner of Fire & Rescue Services/Fire Chief prior to the death of any member of the family as defined above and the employee must still be cohabitating with the common law wife or common law husband if the employee wishes bereavement leave pursuant to this Article. It is further agreed that subsequent to the declaration of the first common law wife or common law husband, the employee wishes to delete the first common law wife or first common law husband and substitute a second in her or his place that the required cohabitation period will be one year with all other conditions remaining.

10.02 Any two employees who are of equal rank or who are qualified to perform the duties of the other may, with the prior permission of the officer in charge of the station to which they are assigned, exchange their shifts or days off duty.

10.03 The Commissioner of Fire & Rescue Services/Fire Chief of the Fire Department shall have the authority to grant other short leaves of absence which may be requested from time to time, provided such leave, or leaves, shall not jeopardize the operations of the department and will, in effect, be beneficial to the operations of the department from time to time.

10.04 Members of the appointed committees shall be allowed an aggregate of two hundred and eighty-eight (288) man hours per annum, without loss of pay, to conduct the affairs and business of the Association.

10.05 Members of the Association appointed as delegates shall be entitled to absent themselves from work without loss of pay for such time as may be necessary to a maximum of thirty-four (34) days annually to attend such functions as the Ontario Professional Firefighters Association, the International Association of Firefighters, Provincial and Workplace Safety & Insurance Board Seminars, District Meetings, Government Conferences and other functions that the Association and Management consider necessary for the betterment of the Department. If more time is needed it could be allotted by the Commissioner of Fire & Rescue Services/Fire Chief or in his absence, the Deputy Commissioner of Fire & Rescue Services/Deputy Chief of the Fire Department.

10.06 PREGNANCY AND PARENTAL LEAVE

- (a) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act with benefit coverage per said Act.
- (b) An employee shall not receive sick leave pay during the period of pregnancy and/or parental leave.
- (c) An employee who has chosen to take a pregnancy and/or parental leave shall complete the corresponding leave application in the Legal and Human Resources Department no later than one month prior to the leave period beginning. At that time the employee will choose the intended date of return to work. If the employee intends to change the beginning date of the leave period then the Legal and Human Resources Department must be contacted in writing at least two (2) weeks prior to the new beginning date. If the employee intends to change the ending date of the leave period then the Legal and Human Resources Department must be contacted in writing at least four (4) weeks prior to the new ending date.

10.07 Any employee adopting a child shall be entitled to a parental leave in accordance with the Employment Standards Act. Application for such leave shall be in writing to the Director of Human Resources or Human Resources designate, must be received no later than four (4) weeks prior to the intended beginning date of the leave, and must be supported by a certificate from the Adoption Agency verifying adoption. The parental leave period may begin no more than 35 weeks after the day the child is born or comes into the custody, care and control of the employee for the first time.

10.08 Any employee not taking pregnancy and/or parental leave shall be granted a leave of absence of three (3) days of which one (1) will be with pay on the birth of his/her child or upon his/her adoption of a child. Applications for such leave shall be made in writing to the Commissioner of Fire & Rescue Services/Fire Chief with, in the case of adoption, supporting documentation from the Adoption Agency verifying the adoption.

10.09 Regular full-time employees on maternity leave or adoption leave as provided for under this Agreement who are in receipt of Employment Insurance maternity benefits pursuant to Section 18 and adoption benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of regular bi-weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings to a maximum of one hundred and fifty (\$150.00) dollars bi-weekly. Such a payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance maternity benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying the regular hourly rate on the employee's last day worked prior to the commencement of the leave times the employee's normal weekly hours.

10.10 Any employee who is elected to the position of President of the Ontario Professional Firefighters Association, shall be granted a one year leave of absence without pay or benefits of any kind which leave of absence shall be renewed upon application of the employee on a yearly basis thereafter. During such leave of absence, the employee's seniority shall not accrue for the purpose of promotion.

ARTICLE 11 - UNIFORMS AND EQUIPMENT

Uniforms and equipment shall be provided in accordance with the Point System as amended from time to time subject to the agreement of the Association and the Commissioner of Fire & Rescue Services/Fire Chief.

ARTICLE 12 - PENSIONS

12.01 It is agreed that the pension plan, as provided by By-law 156 and 2577, as amended, shall be continued subject to the following and effective January 1, 1978, all new employees will be eligible for coverage on the date of employment:

- (a) The normal retirement age, i.e. the age at which an employee becomes entitled to retire at full pension shall be sixty (60) years.
- (b) The compulsory retirement age for all members of the Fire Department shall be sixty (60) years.
- (c) Each member at normal retirement shall be paid his full pension under the O.M.E.R.S. Plan (including supplementary benefits) in an annual amount equal to 2 per cent of the employee's highest sixty (60) consecutive months' average earnings multiplied by his credited service with the Corporation (but not exceeding thirty-five (35) years) reduced at age sixty-five (65) by 7/10 per cent of the lesser of such sixty (60) consecutive months' highest average earnings or the Year's Maximum Pensionable Earnings (as defined in the Canada Pension Plan Act) at retirement multiplied by the number of years of service after January 1, 1966 (but not exceeding thirty-five (35) years).
- (d) The contributions by the Corporation and each member to O.M.E.R.S. shall be in accordance with the provisions of the Ontario Municipal Employees Retirement System and regulations thereto as amended from time to time.
- (e) It is further agreed that the Corporation will continue its supplementary Type 3 benefit agreement with the Ontario Municipal Employees Retirement System permitting an employee to elect early retirement within 10 years of normal retirement date, providing:
 - (a) the employee has 30 or more years of credited service with the Corporation; or

- (b) retirement is due to permanent partial disability as determined by the Corporation ("permanent partial disability" under the Plan is defined as being unable, due to mental or physical incapacity, to perform the duties of employment when so declared by the employer).

12.02 It is agreed that any member of the Association may purchase, if he possesses the capacity in that behalf, credited service in the O.M.E.R.S. Plan equivalent to all or part of the member's active service during World War II and/or the Korean War in the armed forces or merchant marine of either Canada or Great Britain and/or the armed forces of any Canadian ally in either or both of these two international conflicts.

It is further agreed that any employee's purchase of credited service, pursuant to the foregoing, shall be in accordance with the Optional Service Provisions of The Ontario Municipal Employees Retirement System Act and Regulations appropriate thereto.

12.03 Effective January 1st, 1988, any member of the Association may establish "optional service" in the existing pension provision for all or part of such service in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations, and further, that payment for such "optional service" shall be fully borne by the member, and further, that the application for such credited "optional service" will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations.

ARTICLE 13 - HOSPITAL AND MEDICAL PAYMENTS, GROUP INSURANCE AND GREEN SHIELD PRESCRIPTION PLAN

13.01 (i) It is agreed that the following fringe benefits shall continue and may by consent of both Parties be amended from time to time:

- (a) Medical and hospital services as provided by The Health Insurance Act, 1972
- (b) Semi-private Hospital Accommodation Plan 1, as offered by Green Shield Prepaid Services, Inc.
- (c) Effective July 1, 1999 the Prescription Drug Plan (9) (\$2.00 co-pay) and Dental Plan 3F (with an overall maximum of \$2,000 and a lifetime orthodontic maximum of \$3,000), Extended Health Services Plan TA (\$2,000 lifetime maximum for private room coverage), Vision Care Plan 7H (with a maximum of \$200 every 24 months), Audio Plan "H-1" (\$1,600 every 3 years for hearing aids), and Nursing Home Care Plan N-4, as offered by Green Shield Prepaid Services, Inc., including MEDEX. Effective July 1, 1999, current O.D.A. rates to apply. Out-of-Province medical coverage - Plan QJ - Green Shield Travel Assistance - effective November 1, 1996, No over the counter drugs - effective January 1, 1997, Mandatory product selection - effective January 1, 1997.
- (d) Notwithstanding By-law 726 and subject to 13.01 (e), Life Insurance Coverage shall be only under **Great West Life** Insurance Policy **320622** providing for insurance coverage on the basis of one times the employee's basic annual salary to the nearest \$500, reducing to one-half the coverage at retirement on an O.M.E.R.S. Pension to the nearest \$250; and

Life Insurance coverage under **Great West Life** Insurance Policy **320622** for Firefighters in the following amounts:

- for members of the Association, their spouses and eligible dependant children,
 - \$50,000.00 supplementary life insurance for each member
 - \$10,000.00 for each member's spouse
 - \$10,000.00 for each member's eligible child

- for members of the Association, \$50,000.00 for Accidental Death and Dismemberment.

Upon retirement on an O.M.E.R.S. pension, member coverage reduces to \$4,000.00 and spouse and dependant child and Accidental Death & Dismemberment coverage is terminated.

- (e) It is further agreed that the Corporation may subscribe for equivalent coverage for those services described in the above sub paragraphs (b), (c), (d), and (e) on the understanding the Association will be consulted prior to calling for proposals from companies providing such services in order to ensure the Association that equal benefits and services and satisfactory claims procedures are maintained.

13.02 The Corporation agrees to pay the entire costs of the said fringe benefits except for any period of leave of absence without pay exceeding one (1) calendar month and except for any period of leave of absence without pay exceeding one (1) calendar month where such absence is due to illness and the employee has depleted his accumulated or extended sick leave credits; provided however, that the employee may arrange with Corporate Services for payment by the employee, through the said Department, of the premiums for such benefits during such periods of leave of absence to ensure continued coverage. It is agreed that in the event of a change of legislation or other circumstance making it impossible for the Corporation to continue any of the above benefits, the Corporation will so far as it has the authority to do so, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than formerly incurred by the Corporation for such benefit. In the event of any reduction in premiums paid by the Corporation for such benefits during the term of this Agreement, the resulting savings will accrue to the Corporation.

13.03 Where an employee has depleted his accumulated or extended sick leave credits and continues to be absent from work, he will not be entitled to fringe benefits referred to in Article 13.01 above at the expense of the Corporation; provided however, he may apply for leave of absence without pay and if approved, he shall arrange with the Commissioner of Corporate Services & Treasurer in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said Article 13.01 normally paid by the Corporation on behalf of the employee.

13.04 Pecuniary Aid to Widows/Widowers

(a) In the event a member of the Association is killed, or dies of injuries received in the discharge of his/her duties, the Administration agrees to recommend to Council of the Corporation of the City of Windsor the following benefits be paid to his/her widow/widower.

(b) “That the Corporation pay annually to the widow/widower of such member fifty **(50%)** per cent of the difference between the sum of the total awards of the OMERS, Workers’ Compensation, Canada Pension and the annual salary of the member of the Association at the time of death”, and further,

(c) “That the payments shall continue until the deceased member would have normally retired or until the widow/widower remarries or until the death of the widow/widower, whichever occurs first,” and further,

(d) “That such payments be on any future increases in salary the deceased member would have normally received in his/her classification until normal retirement age, had death not occurred”.

ARTICLE 14 - ACCIDENT AND SICKNESS

14.01 It is mutually agreed that the sick leave plan, as provided by By-law Number 980, as amended, shall be continued and may, by consent of both parties, be amended from time to time.

14.02 The Corporation agrees that if an employee is absent from work on sick leave for any period of time, his normal accumulation of sick leave shall not be interrupted by reason of such absence; provided however, that where an employee uses up his accumulated and/or extended sick leave credits, he shall not be entitled to further credits until he returns to work and earns such credits through regular attendance as provided by S.3 (a) of the Sick Leave By-law. If, as a result of an agreement between the Association and the Corporation, another employee (or employees) covers the absence of an employee who has depleted his accumulated or extended sick leave credits, his sick leave credits shall continue to accumulate during the period of such cover.

14.03 The Corporation shall, wherever possible, employ employees disabled from illness or injury in positions which they can do, such as switchboard operators, etc., thereby giving them the privilege of earning more than they would otherwise under other clauses of this agreement. Any such position shall be posted to be given out in order of departmental seniority.

14.04 **An** employee who by reason of temporary disability or illness is transferred to other work in another division of the department shall be deemed to retain and accumulate his divisional seniority in his original division while temporarily transferred. If any such transfer shall extend continuously in time beyond the period of two years, the employee shall be considered as having become a permanent employee of the division to which he has been transferred, and shall forfeit all divisional seniority in the division from which he was transferred, and shall acquire divisional seniority in the division to which he was transferred from the date of such transfer.

14.05 (a) If an employee is absent from work as the result of a compensable injury for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary disability. Such payments shall be subject to the following conditions:

- (i) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accidents arising out of and in the course of his employment with the Corporation.
- (ii) The employee must have formally elected to take compensation in cases where any third party is involved.
- (iii) Such payments shall not extend to cases of permanent total disability, in which cases the award of the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period of temporary disability has expired.

(b) Provided the Corporation continues to pay compensation as a Schedule 2 employer under the Workplace Safety and Insurance Act, where an employee is absent as a result of an injury allegedly sustained at work, and the employee has made application for compensation and has elected to take Compensation, the Corporation will make advances equivalent to the employee's normal pay for a period of **up** to eight weeks. If the claim has not been approved by the Workplace Safety and Insurance Board by the end of eight weeks and the employee continues to be absent, all lost time from the onset of his absence will be charged to his accumulated sick leave. Where the employee has no sick leave to his credit, his wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the

days charged against the employee's sick leave for such absence will be accordingly credited back to the employee. Where the Workplace Safety and Insurance Board rejects the employee's claim, all advances will be recoverable by the Corporation.

14.06 The Corporation shall have the right at its expense to have an employee who is absent due to illness or injury referred for a physical examination to a local physician of the employee's choice or any other physician as mutually agreed upon, and the physician shall provide the Corporation with a written report of the examination. The request for the examination shall be made by the Director of Human Resources or Human Resources designate to the employee in the presence of an Association representative or by registered mail to the employee and the Association if the employee is unable to attend at City Hall.

ARTICLE 15 - STATUTORY AND DECLARED HOLIDAYS

15.01 (a) All employees who work under the platoon system described in Article 7.01 (a) hereof shall be allowed time off with pay for ~~six~~ (6) periods of twenty-four hours in lieu of all statutory and other holidays permitted to other employees under this agreement.

(b) Emergency Communications Co-ordinators and Operators shall be allowed time off with pay for eleven (11) periods of 12 hours in lieu of all statutory holidays and other holidays permitted to other employees under this agreement.

(c) All other employees shall receive time off with pay for each of the following holidays:

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

and the birthday (or day fixed by proclamation for the celebration of the birthday) of the reigning monarch, and any other day declared by a competent authority to be a holiday. Whenever any of the above holidays fall on a Sunday, the next day following shall be in lieu thereof a holiday and the provisions of this section shall apply thereto. Should any of the said holidays fall on a Saturday, one-half of such employees shall be allowed a day off on the Monday next following such holiday, and the other half of such employees shall be allowed a day off on the second Monday following such holiday. The choice of Monday aforesaid shall be allotted according to divisional seniority except as may be otherwise required to ensure the efficient operation of the Department; provided, that if it is not practicable in the opinion of the Commissioner of Fire & Rescue Services/Fire Chief or Deputy Commissioner of Fire & Rescue Services/Deputy Fire Chief to allow time off on the Mondays aforesaid, the employees concerned shall receive equal time off at a time mutually agreeable to the Department and the employee.

15.02 When an employee who works under the platoon system or as an Emergency Communications Co-ordinator or Operator described in Article 7 hereof, leaves the service, he will be granted the following time off with pay in lieu of all statutory and other holidays permitted less the entitlement for any holidays taken during the calendar year he leaves the service:

- (a) for reasons of death or disability - full statutory holiday pay (six periods of 24 hours for the platoon system) (eleven periods of 12 hours for Emergency Communications Co-ordinators and Operators)
- (b) other
 - if the employee leaves the service in the first three months of the calendar year, the employee shall receive two (2) periods of 24 hours off with pay for the platoon system or four (4) periods of 12 hours off with pay for Emergency Communications Co-ordinators and Operators;

- if the employee leaves the service in the second three months of the calendar year, the employee shall receive four (4) periods of 24 hours off with pay for the platoon system or eight (8) periods of 12 hours off with pay for Emergency Communications Co-ordinators and Operators;

if the employee leaves the service in the third or fourth three months of the calendar year, the employee shall receive six (6) periods of 24 hours off with pay for the platoon system or eleven (11) periods of 12 hours off with pay for Emergency Communications Co-ordinators and Operators.

Overpayment of statutory and holiday pay under this sub-clause shall be recoverable from an employee,

- (i) by deduction from wages due on leaving the service;
- (ii) by deduction from sick-leave gratuities due on leaving the service;
- (iii) If the deduction made under (i) and (ii) will not suffice to effect full recovery, by payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof.

15.03 Employees other than those under the platoon system shall be entitled to a day off with pay on the last regular working day, preceding either Christmas or New Year's Day, and the choice of day off shall be allotted according to divisional seniority except as may be otherwise required to ensure the efficient operation of the Department.

15.04 Where an employee is on leave of absence without pay for reasons other than illness or injury, such employee shall not be entitled to pay for any of the holidays set forth in Article 15.01 if such holidays occur during the period of his absence.

15.05 Effective January 1, 1997, at the discretion of the Commissioner of Fire & Rescue Services/Fire Chief, employees in the Fire and Rescue Service may be offered the option of receiving regular pay in lieu of up to two (2) statutory holidays. Once offered, each employee shall have the option to receive one (1), two (2), or none of the statutory holidays. An employee who chooses regular pay in lieu for one (1) statutory holiday will receive five (5) days off in lieu rather than six (6) days off, while an employee who chooses to receive regular pay in lieu for two (2) statutory holidays will receive four (4) days off in lieu rather than six (6) days off in lieu.

ARTICLE 16 - VACATIONS

LENGTH OF VACATION

16.01 (a) Effective January 1, 1997, and subject to what is contained hereafter, all employees shall be entitled to an annual vacation with pay based on continuous service with the Corporation as follows:

In the first calendar year of employment in which the employee has accumulated less than **six** months of continuous employment

4% of accumulated earnings

In the first calendar year of employment in which the employee has accumulated more than six months of continuous employment

At the employee's option and if time permits, one week consisting of five (5) working days; provided, however, his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does

not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year.

| | |
|--|--|
| ~ In the calendar year in which the employee completes one year of continuous employment | Two (2) weeks consisting of ten (10) working days |
| In the calendar year in which the employee completes four years of continuous employment | Three (3) weeks consisting of fifteen (15) working days |
| In the calendar year in which the employee completes ten years of continuous employment | Four (4) weeks consisting of twenty (20) working days |
| In the calendar year in which the employee completes sixteen years of continuous employment | Five (5) weeks consisting of twenty-five (25) working days |
| In the calendar year in which the employee completes twenty-three years of continuous employment | Six (6) weeks consisting of thirty (30) working days |

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by the Employment Standards Act, as amended from time to time.

(b) Vacation times shall be subject to the approval of the Commissioner of Fire & Rescue Services/Fire Chief so far as may be required to ensure the efficient operation of the department, and shall be allotted according to divisional seniority, provided that if an employee wishes to take his vacation in two periods, he shall be entitled to exercise divisional seniority only with respect to the first of such periods.

(c) Where a statutory holiday as defined herein occurs during the vacation period of any employee who does not ~~work~~ under the platoon system, such employee shall be entitled to one (1) extra day's vacation in lieu of such holiday.

(d) All vacations shall be taken during the calendar year in which they are earned and any unused vacations at December 31st shall be forfeited except as follows:

- (1) vacations unused during the calendar year because of sickness of the employee,
- (2) vacations authorized by the Chief Administrative Officer to be carried forward to the following year to permit an employee to take a vacation abroad,
- (3) if there is insufficient time to take his vacation between the first anniversary of the employment date and the end of the year, any employee so affected will be permitted to take his vacation in the following year.

(e) The Corporation agrees that if for the convenience of the Corporation any employee is requested to postpone his annual vacation beyond the same calendar year, no postponement will be enforced until the Commissioner of Fire & Rescue Services/Fire Chief has first notified the employee and the Association of his intent to postpone the vacation and secondly, has obtained written consent of the Chief Administrative Officer. Such written consent shall confirm that the employee will not forfeit his vacation, but may carry it forward to be added to the next calendar year's annual vacation entitlement. A copy of such consent will be sent by the Chief Administrative Officer to the employee and to the Association.

- (f) When an employee leaves the service he will be granted the following vacation pay less the pay for any vacation taken during the calendar year in which he leaves the service:
- (a) for reasons of death and disability - full vacation pay.
 - (b) other
 - if the employee leaves the service in the first three (3) months of the calendar year, the employee shall receive twenty-five (25%) per cent of employee's normal vacation for the calendar year;
 - if the employee leaves in the second three (3) months of the calendar year, the employee shall receive fifty (50%) of the employee's normal vacation for the calendar year;
 - if the employee leaves in the third three (3) months of the calendar year, the employee shall receive seventy-five (75%) per cent of the employee's normal vacation for the calendar year;
 - if the employee leaves in the fourth three (3) months of the calendar year, the employee shall receive one hundred (100%) per cent of the employee's normal vacation for the calendar year.

Overpayment of vacation pay under this sub-clause shall be recoverable from an employee,

- (i) By deduction from wages due on leaving the service,
- (ii) By deduction from sick-leave gratuities due on leaving the service,
- (iii) If the deduction made under (i) and (ii) will not suffice to effect full recovery, by payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof.

(g) It is agreed that upon the death of an employee, the Corporation shall pay the value of any unused vacation entitlement, according to this agreement, to the legal representative of such employee pursuant to the laws of Ontario.

(h) It is agreed that if it becomes necessary for an employee to be admitted to hospital as a bed-patient, as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would otherwise be entitled to Workers' Compensation, the time spent in hospital shall be charged to such employee's accumulated sick leave or Workers' Compensation as the case may be; provided that the employee shall provide proof of such hospitalization satisfactory to the Commissioner of Corporate Services & Treasurer.

(i) Where an employee is laid off or is granted leave of absence without pay for reasons other than sickness or injury for any period of one (1) month or more, his vacation entitlement for the year which the leave occurs shall be reduced on the basis of one-twelfth (1/12th) for each full month's absence, calculated to the nearest half-day.

(j) Where an employee has taken his vacation and as a result of subsequent termination (including retirement) of his services, other than by reason of death or by reason of disability, has received more vacation pay than his entitlement under the provisions of this agreement, the Corporation is authorized to deduct from the employee's pay cheque any overpayment of vacation pay.

(k) Where an employee is absent from work for more than six (6) continuous months as a result of a compensable injury, his annual vacation entitlement as defined under paragraph (a) and (a)(i) above shall be reduced by one-twelfth (1/12) for each full calendar month's absence beyond the said period of six (6) months during the term of his disability due to that compensable injury.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 In order to ensure that complaints of employees shall be remedied as quickly as possible, the Parties hereto agree that the procedures for submitting and dealing with grievances shall be as follows:

STEP NUMBER 1

If the complaint of an employee is not satisfied after processing through the chain of command, the aggrieved employee shall present his grievance in writing, on forms provided by the Association, to the Association's Committee within six (6) calendar days following the occurrence or circumstances giving rise to the grievance becoming known by him. The Association's Committee shall thereupon review the grievance with the aggrieved employee and,

- (a) dismiss the grievance, or
- (b) submit the grievance to the Commissioner of Fire & Rescue Services/Fire Chief of the Fire Department within seven (7) calendar days following receipt of the grievance by the Committee.

In the event the Association Committee submits the grievance to the Commissioner of Fire & Rescue Services/Fire Chief, the Commissioner of Fire & Rescue Services/Fire Chief shall deal with the grievance as submitted and shall render his decision in writing not later than the seventh calendar day next following the day in which the grievance was received by him.

STEP NUMBER 2

If the decision of the Commissioner of Fire & Rescue Services/Fire Chief is not satisfactory to the Association, an appeal therefrom may be lodged in writing through the Association's Committee with the Chief Administrative Officer within four (4) calendar days of the Commissioner of Fire & Rescue Services/Fire Chief's decision. The Chief Administrative Officer shall start to process the appeal within seven (7) calendar days and his recommendation or decision shall be mailed in writing to the Association not later than fifteen (15) calendar days after receipt of the appeal.

17.02 It is agreed that if the recommendation or the decision of the Chief Administrative Officer pursuant to Step Number 2 herein, with respect to any grievance is not acceptable to either of the parties hereto, the said grievance and/or the recommendation or the decision of the Chief Administrative Officer may be referred to a Board of Arbitration by either of the parties hereto.

17.03 The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Association, and a third person to act as Chairman, chosen by the other two members of the Board; or, at the option of the grievor, by arbitration under The Fire Protection and Prevention Act.

17.04 The request for arbitration shall be made by either party within ten (10) calendar days following the decision of the Chief Administrative Officer in accordance with Step Number 2 hereinbefore referred to, within fifteen (15) calendar days of the request by either party for arbitration, and each party shall notify the other of the name of its appointee.

17.05 Should the person chosen by the Corporation to act on the Board and the person chosen by the Association fail to agree upon the third person within seven days of the notification hereinbefore referred to, the Solicitor-General for the Province of Ontario will be asked to nominate a person who shall act as Chairman of the Board of Arbitration.

17.06 The decision of the Board of Arbitration or a majority thereof constituted in the above manner, shall be final and binding upon both parties.

In arriving at its decision, the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer, or any penalty imposed upon the grievor. The Board shall also have the power to restore any wages or, as far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

17.07 In the case of an employee who has been unjustly suspended or discharged, as determined by a decision rendered in accordance with the foregoing procedure, he shall be reinstated and he shall be reimbursed for all loss of salary involved and shall have all rights and benefits restored.

17.08 The foregoing procedures shall be strictly adhered to by both Parties, provided however, that any of the time limits imposed herein may be extended by mutual consent.

17.09 Where the word "employee" appears in the grievance procedure, it shall be construed to mean one employee or a group of employees.

Association Grievances

17.10 Should any difference arise between the parties relating to the interpretation, application or administration of this Agreement or of a decision or award of a Board of Arbitration made pursuant to Section 50 of The Fire Protection and Prevention Act, or where an allegation is made that the Agreement or award has been violated which affects the Association as such, or the employees as a whole, then the Association shall have the right to file a grievance with the Chief Administrative Officer of the Corporation. Failing a satisfactory settlement within 10 days after filing such grievance, the Association may refer it to arbitration not later than 20 days after the filing of such grievance and within 15 days of the request for arbitration by either Party each Party shall notify the other of the name of its appointee to the Board. The said Board of Arbitration shall be constituted as provided in Article 17.05.

Management Grievances

17.11 Should any difference arise between the parties relating to the interpretation, application or administration of this Agreement or a decision or award of a Board of Arbitration made pursuant to Section 50 of The Fire Protection and Prevention Act or where an allegation is made that the Agreement or award has been violated by the Association, the Chief Administrative Officer of the Corporation may file a grievance in writing with the Association's Committee. Failing a satisfactory settlement within 10 days after filing such grievance, the Corporation by its Chief Administrative Officer may refer it to arbitration not later than 20 days after the filing of such grievance, and within 15 days of the request for arbitration by either party, each party shall notify the other of the name of its appointee to the Board. The said Board of Arbitration shall be constituted as provided in Article 17.05.

17.12 Association representation at grievance hearings will be limited to two persons, and such time off shall not be charged to the Association or the employees; provided however, additional representatives may attend at the Association's expense.

ARTICLE 18 - ASSOCIATION SUSPENSION

18.01 In the event of an employee being dismissed from the Association in accordance with the rules and regulations of the Association from time to time in effect, the Association shall forthwith notify the Commissioner of Fire & Rescue Services/Fire Chief of such dismissal, by a properly executed certificate to this effect, and the Corporation shall thereupon terminate the employment of such employee.

ARTICLE 19 - STRIKES OR LOCKOUTS

19.01 No strike or lockout shall occur during the life of this agreement.

ARTICLE 20 - MISCELLANEOUS

Safety

- 20.01 (a) The Corporation shall observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as may be necessary.
- (b) All employees shall use the safety equipment provided and shall co-operate with the Corporation in the prevention of accidents.
- (c) The specifications of all vehicles to be purchased for the Department shall provide for enclosed cabs for the employees.
- (d) All engines, quints, rescues and aerial devices shall be staffed with a minimum of four Firefighters including an officer.
- (e) All engines shall be under the command of a Captain.
- (f) All stations shall be under the command of a Captain who shall be assigned to the first response apparatus in the station.
- (g) Command cars shall be staffed with a District Chief and an aide (incident technician).

Interpretation

20.02 Whenever the masculine or singular has been used throughout this agreement, it shall be deemed to include the feminine or plural where the context so allows or requires.

Technological Changes

20.03 At least 90 days prior to the introduction or implementation of technological change, changes in mechanization, changes in operating methods or organization, affecting Employees, the Corporation will, by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting:

- (a) The nature **and** degree of change
- (b) The date or dates on which the Corporation plans to effect the change
- (c) The location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of Employees. Such disclosure will contain all relevant data in the possession of the Corporation;

Following the disclosure, representatives of the Parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any Employee;

If agreement cannot be reached, the Parties shall seek the assistance, for negotiation purposes, of a mutually agreed upon qualified and independent Third Party;

If the Parties cannot mutually agree upon a Third Party within 30 days or there remain outstanding issues after Third Party assistance, then either Party may submit the outstanding issues to a single Arbitrator who shall be selected in accordance with Section 53 of the Fire Protection and Prevention Act, 1997, S.O. 1997, Chapter 4, as amended;

No change shall be made in the employment status of any employee consequent upon introduction or implementation of technological change, change in mechanization, change in operating methods or organization, until either the Parties have reached agreement through negotiation or the single Arbitrator has rendered his decision.

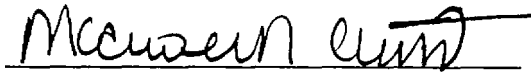
20.04 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or by a person who is not an employee of the Corporation.

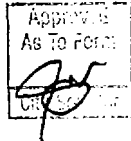
ARTICLE 21 - DURATION OF AGREEMENT

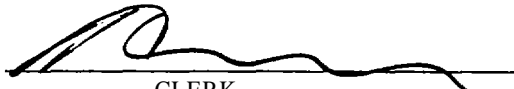
21.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of January, 1999, and shall remain in force until the 31st day of December, 2000, and thereafter it shall be automatically renewed each year without change, unless either Party gives notice in writing to the other Party of its desire to revise or amend this Agreement, such notice to be given not earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date. The Parties shall submit to each other within forty-five (45) days following the date of notice, drafts of their proposed changes or amendments to the agreement and negotiations between the Parties shall begin within fifteen (15) days following the exchange of such drafts. If pursuant to such negotiations, an agreement on the revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date.

IN WITNESS WHEREOF the Corporation has hereunto caused its corporate seal to be affixed under the hands of its duly authorized officers, and the employees have caused this instrument to be executed by their proper officers hereunto duly authorized the day and year first above written.

THE CORPORATION OF THE CITY OF WINDSOR



MAYOR




CLERK

WINDSOR PROFESSIONAL FIREFIGHTERS
ASSOCIATION


PRESIDENT


SECRETARY

AMENDMENTS TO BY-LAW NUMBER 980

Section 3 (b) shall now read:

3. (b) Where an employee has been employed for more than three years he may, subject to the approval of the **Commissioner of Corporate Services & Treasurer**, be allowed sick leave absence for not more than **thirty** days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the **Commissioner of Corporate Services & Treasurer** disallowing **an** application for extension of sick leave absence as aforesaid, may be appealed to the **Chief Administrative Officer** whose decision is final and binding upon the parties.

Section 3 (c) shall now read:

3. (c) Where an employee is absent due to an accident and is in receipt of Worker's Compensation and the municipality makes up the difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence. (Amended by By-law 1913).

Section 5 shall now read:

5. (a) Whenever the **Commissioner of Corporate Services & Treasurer** disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the **Commissioner of Corporate Services & Treasurer** by filing with the **Chief Administrative Officer** a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the **Commissioner of Corporate Services & Treasurer**. (B/L 3501)

(b) The **Chief Administrative Officer** shall be and is hereby empowered to hear such appeal and the **Chief Administrative Officer**, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(i) Notwithstanding the preceding, for the employees of the Corporation of the City of Windsor, the disallowance of such leave credit, or absence, or other right bestowed by this by-law shall be subject to the grievance and arbitration procedure as outlined in their Collective Agreement. The provisions set out in Article 3 (b) of this by-law are not subject to the grievance and arbitration procedures. All issues outside Article 3 (b) will follow Article 5 (b)(i).

Section 7 (b) shall now read:

7. (b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by the Windsor Police Commission, the total sick leave credits standing to the credit of such employee shall be placed to the credit of such employee with the Windsor Fire Department. In the event the employee transferring credits from the Windsor Police Department is not entitled to the sick leave gratuity with the **Board** of Commissioner of Police, the employee shall only receive sick leave gratuity credits on the basis of his total sick days at retirement, minus those transferred from the Windsor Police Department.

WINDSOR PROFESSIONAL FIREFIGHTERS ASSOCIATION

| Schedule A | | Effective January 1, 1999 | | | | | Effective July 1, 1999 | | | | | | | | | | |
|------------|--|---------------------------|-----------|-----------|-----------|-----------|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Grade | Position | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | | | | Step 4 | Step 5 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 506.00 | Firefighter | Annual | 36,959.26 | 39,802.36 | 45,488.30 | 51,174.50 | 56,860.44 | 37,144.12 | 40,001.26 | 45,715.80 | 51,430.00 | 57,144.62 | 37,886.94 | 40,801.28 | 46,629.90 | 52,458.91 | 58,287.58 |
| | | Biweekly | 1,421.51 | 1,530.86 | 1,749.55 | 1,968.25 | 2,186.94 | 1,428.62 | 1,538.51 | 1,758.30 | 1,978.00 | 2,197.87 | 1,457.19 | 1,569.28 | 1,793.40 | 2,017.60 | 2,241.83 |
| 505.00 | Lieutenant | Annual | 60,669.96 | 62,546.38 | | | | 60,973.38 | 62,859.16 | | | | 62,192.78 | 64,116.26 | | | |
| | | Biweekly | 2,333.46 | 2,405.63 | | | | 2,345.13 | 2,417.66 | | | | 2,392.03 | 2,466.01 | | | |
| 504.00 | Captain - Fire Rescue Training Officer | Annual | 66,185.60 | 68,232.58 | | | | 66,516.32 | 68,573.44 | | | | 67,846.74 | 69,945.20 | | | |
| | | Biweekly | 2,545.60 | 2,624.33 | | | | 2,558.32 | 2,637.44 | | | | 2,609.49 | 2,690.20 | | | |
| 503.00 | District Chief Fire Investigator Assistant Chief Fire Prevention Officer | Annual | 71,700.98 | 73,918.52 | | | | 72,059.26 | 74,287.98 | | | | 73,500.70 | 75,773.88 | | | |
| | | Biweekly | 2,757.73 | 2,843.02 | | | | 2,771.51 | 2,857.23 | | | | 2,826.95 | 2,914.38 | | | |
| 501.00 | Assistant Chief Fire & Rescue | Annual | 77,216.62 | 79,604.72 | | | | 77,602.46 | 80,002.52 | | | | 79,154.40 | 81,602.56 | | | |
| | | Biweekly | 2,969.87 | 3,061.72 | | | | 2,984.71 | 3,077.02 | | | | 3,044.40 | 3,138.56 | | | |
| | • The position of Lieutenant has been deleted, however for purpose of the transition phase, the salary shall remain as indicated | | | | | | | | | | | | | | | | |

WINDSOR PROFESSIONAL FIREFIGHTERS ASSOCIATION

| Schedule B | | Effective January 1, 1999 | | | | Effective July 1, 1999 | | | | Effective January 1, 2000 | | | | |
|--|---|---------------------------|-----------|-----------|-----------|------------------------|-----------|-----------|-----------|---------------------------|-----------|-----------|-----------|-----------|
| Grade | Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 | Step 2 | Step 3 | Step 4 | |
| 503.01 | Director - Emergency Apparatus & Equipment Director - Emergency Communications | Annual | 65,435.76 | 68,007.16 | | | 65,762.84 | 68,347.24 | | | 67,078.18 | 69,714.06 | | |
| | | Biweekly | 2,516.76 | 2,615.66 | | | 2,529.34 | 2,628.74 | | | 2,579.93 | 2,681.31 | | |
| 506.01 | Emergency Equipment Technician | Annual | 46,329.92 | 49,188.10 | 52,690.04 | 56,475.12 | 46,561.58 | 49,434.06 | 52,953.42 | 56,757.48 | 47,492.90 | 50,422.84 | 54,012.40 | 57,892.6 |
| | | Biweekly | 1,781.92 | 1,891.85 | 2,026.54 | 2,172.12 | 1,790.83 | 1,901.31 | 2,036.67 | 2,182.98 | 1,826.65 | 1,939.34 | 2,077.40 | 2,226.6 |
| 507.00 | Electronics Technician | Annual | 45,019.00 | 46,819.50 | 49,161.84 | 51,619.62 | 45,244.16 | 47,053.50 | 49,407.54 | 51,877.80 | 46,148.96 | 47,994.70 | 50,395.80 | 52,915.4 |
| | | Biweekly | 1,731.50 | 1,800.75 | 1,890.84 | 1,985.37 | 1,740.16 | 1,809.75 | 1,900.25 | 1,995.30 | 1,774.96 | 1,845.95 | 1,938.30 | 2,035.2 |
| 508.00 | Fire & Rescue Clerk Fire Prevention Clerk General/Financial Clerk Public Education/Fire Prevention Clerk Training & Apparatus Clerk | Annual | 37,414.52 | 38,664.60 | 39,863.72 | 41,110.68 | 37,601.72 | 38,858.04 | 40,063.14 | 41,316.34 | 38,353.64 | 39,635.18 | 40,864.46 | 42,142.6 |
| | | Biweekly | 1,439.02 | 1,487.10 | 1,533.22 | 1,581.18 | 1,446.22 | 1,494.54 | 1,540.89 | 1,589.09 | 1,475.14 | 1,524.43 | 1,571.71 | 1,620.8 |
| 509.00 | Emergency Communications Operator | Annual | 40,415.44 | 41,710.24 | 42,933.80 | 44,205.46 | 40,617.46 | 41,918.76 | 43,148.56 | 44,426.46 | 41,429.70 | 42,757.26 | 44,011.50 | 45,314.8 |
| | | Biweekly | 1,554.44 | 1,604.24 | 1,651.30 | 1,700.21 | 1,562.21 | 1,612.26 | 1,659.56 | 1,708.71 | 1,593.45 | 1,644.51 | 1,692.75 | 1,742.8 |
| 510.00 | Receptionist/Clerk | Annual | 25,799.28 | 30,366.44 | | | 25,928.24 | 30,518.28 | - | | 26,446.68 | 31,128.76 | | |
| | | Biweekly | 992.28 | 1,167.94 | | | 997.24 | 1,173.78 | - | | 1,017.18 | 1,197.26 | | |
| 511.00 | Emergency Communications Coordinator | Annual | 49,854.48 | 51,337.00 | 52,749.58 | 54,208.70 | 50,103.82 | 51,593.62 | 53,013.22 | 54,479.62 | 51,105.86 | 52,625.56 | 54,073.50 | 55,569.20 |
| | | Biweekly | 1,917.48 | 1,974.50 | 2,028.83 | 2,084.95 | 1,927.07 | 1,984.37 | 2,038.97 | 2,095.37 | 1,965.61 | 2,024.06 | 2,079.75 | 2,137.20 |
| Salaries do not apply to incumbents who were grandfathered at the previous salaries as of the date of the negotiations of the 1994 Minutes of Settlement. Raises for such employees will be calculated on increments negotiated. | | | | | | | | | | | | | | |