

SOURCE	City		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	134		
NOMBRE D'EMPLOYÉS	SD		

AGREEMENT BETWEEN
 THE CORPORATION OF THE CITY OF CAMBRIDGE
 - AND -
 THE CAMBRIDGE PROFESSIONAL FIREFIGHTERS' ASSOCIATION
 JANUARY 1, 1992 - DECEMBER 31, 1993

0705X04

0705X04

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1.01 - 1.02	Employees Covered	1
2.01 - 2.03	Recognition	1
3.01 - 3.04	Union Shop	2
4.01 - 4.03	Discrimination	2
5.01 - 5.06	Hours of Work	3
6.01 - 6.12	Vacations	4 and 5
7.01 - 7.10	Accident and Sickness	5, 6, and 7
8.01 - 8.03	Fitness and Medicals	8
9.01	Strikes and Lockouts	8
10.01 - 10.05	Salaries	9 and 10
11.01	New Positions	10
12.01 - 12.04	Leave of Absence	11
13.01 - 13.02	Pensions	11
14.01 - 14.05	Uniforms and Equipment - Dress Code	12 and 13
15.01 - 15.05	Discipline and Devotion to Duty	13
16.01	Departmental Rules	13
17.01 - 17.07	Grievance Procedure	14 and 15
18.01	Arbitration	15
19.01 - 19.03	Safety and Health	15
20.01 - 20.02	Promotional Policy	15 and 16
21.01 - 21.03	Structure of the Examination	16
22.01 - 22.02	Examination Procedure	16 & 17
23.01	Exam Material	17

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
24.01	Eligibility List	17 and 18
25.01 - 25.02	Promotions and Security	18 & 19
26.01 - 26.05	Layoffs and Recall	19
27.01 - 27.06	Job Security	19, 20 and 21
28.01 - 28.05	Court Time	21
29.01 - 29.02	Indemnification	21 and 22
30.01	Duration	22

THIS AGREEMENT made the 21st day of May, 1993, is by and between:

THE CORPORATION OF THE CITY OF CAMBRIDGE
hereinafter called the "Employer"

OF THE FIRST PART

and

THE CAMBRIDGE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION,
hereinafter called the "Association"

OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, privileges, working conditions and remuneration respecting the employment of the said employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 EMPLOYEES COVERED

- 1.01 The provisions of this Agreement shall apply to all employees in the Fire Fighters' Division, Fire Prevention Bureau, Training, Alarm Room and Fire Fighter-Mechanical Staff of the Cambridge Fire Department save and except temporary or part-time employees, restricted to six months or less.
- 1.02 Each new employee shall be deemed to be a probationer for the first six (6) months of their employment, and the provisions of this Agreement shall only apply to probationers if and where specifically provided for herein.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Employee's Committee duly elected as the exclusive bargaining agent for all full time employees in the Fire Fighters' Division, Fire Prevention Bureau, Training, Alarm Room and Fire Fighter-Mechanical Staff in the Cambridge Fire Department.
- 2.02 The Association acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, assign, retire, direct, promote, demote, classify, transfer, lay off, recall and also to discharge, suspend or otherwise discipline employees;
 - c) determine in the interest of efficient operation, the standard of service;
 - d) generally to manage the operation in which the Employer is engaged and, without restricting the foregoing, the right to plan, direct, and control operations.
 - e) Sections (a) (b) (c) and (d) of this Article 2.02 are subject only to the limitations as set out in this Collective Agreement.
- 2.03 The parties agree to establish an Employee Relations Committee consisting of representatives of the Association and of the Employer for the purpose of improving communications and discussing matters of mutual concern.

ARTICLE 3 UNION SHOP

- 3.01 It shall be a continuous condition of employment with the Cambridge Fire Department that all present employees who are now members of the Association shall remain as such members in good standing. However, should the Association attempt to withdraw an employee's union card without prior consultation with the Employer, the Employer will not take any disciplinary action against such employee.
- 3.02 All future employees under the bargaining unit shall become members of the Cambridge Professional Fire Fighters' Association upon completion of their six (6) months' probationary period. Any new employee referred to in 1.01 shall pay 1/10 of 1% (to the nearest dollar) of a 1st Class Fire Fighter's salary per month, as an initiation fee to cover their six (6) months' probation period. After this period, each employee will pay union dues equivalent to 1/10 of 1% (to nearest dollar) of a First Class Fire Fighter's salary per month, or as adjusted by the body as a whole, during the life of this Contract.
- 3.03 Under the terms of this Agreement, the Employer is authorized to deduct an amount equal to the normal monthly dues of an Association member from the earnings of each employee covered by this Agreement. These deductions will be deducted from the employee's earnings each pay day, an amount equal to 1/26th of the annual dues and will be submitted in cheque form to the Treasurer of the Association, payable to the Association, not later than the fifteenth day of the month following.
- 3.04 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction and remittance, providing the Employer has not been negligent with respect to the handling of such dues.

The Employer is further authorized to deduct from the Employee's pay cheque such other amounts levied by the Association as special assessments upon terms as specified by the Association. These funds shall be deducted by the Employer within thirty (30) days of notification of such Association special assessment and shall be forwarded within the same time period to the Treasurer of the Association, as specified by the Association in writing. This specification shall include a copy of the resolution from the membership of the Association authorizing the deduction of such special assessments.

ARTICLE 4 DISCRIMINATION

- 4.01 The Employer shall not discriminate, intimidate or coerce any employee of the Cambridge Fire Department for lawful union activities upholding their principles or serving on a committee for the Association or any organization affiliated therewith.
- 4.02 The Association agrees that it will not discriminate against, coerce, restrain or influence any employee because of their membership or activity in any labour organization because of their race, sex, religious affiliations or national origin or dependents.
- 4.03 Wherever the masculine gender is shown throughout the collective agreement it shall mean both male and female.

ARTICLE 5 OF WORK

- 5.01 Employees shall work a forty-two (42) hour work week on a two (2) platoon system as agreed on by the Association and the Fire Chief with the exception of those employees employed in the Fire Prevention Bureau, Training Division, the Fire Fighter-Mechanical Staff, the Alarm Board Operator Supervisor and the Assistant Alarm Board Operator Supervisor in the Alarm Room division. See Schedule "A" which forms part of this Agreement.
- 5.02 Captain Fire Prevention Officer, an employee of the Training Division, the Alarm Board Operator Supervisor, and the Assistant Alarm Board Operator Supervisor will work forty (40) hours per week. 8:00 a.m. to 4:30 p.m. one half (1/2) hour for lunch, Monday through Friday.
- Employees in the Fire Prevention Bureau, except the Captain Fire Prevention Officer, shall work shifts comprised of four ten-hour days, per week. Employees shall work Monday to Thursday, or Tuesday to Friday as scheduled by the employer. Every fifth week, employees shall work five ten-hour days. The normal hours of work will be 8:00 a.m. to 6:00 p.m.
- 5.03 An employee of the Fire Fighter-Mechanical Staff shall work a forty (40) hour work week on a schedule mutually agreed upon by the Association and the Fire Chief. One half (1/2) hour lunch period to be incorporated in the work schedule from 8:00 a.m. to 6:00 p.m.
- 5.04 When an employee of the Cambridge Fire Department works thirty (30) minutes or more overtime as a continuation of their regular shift, the employee shall be compensated for such work at the rate of time and one half their applicable hourly rate, and such time shall start at the end of their regular shift.
- 5.05 When an employee is called back to work after completing their regular shift the employee shall be compensated for such work at time and one half their applicable hourly rate with two (2) hours minimum pay per call back. Fire Prevention staff, Platoon Chiefs, and Training Staff will be compensated for same at time and one-half pay, or the equivalent time off in lieu. The method of compensation will be agreed to by both parties at the time of the request.
- The Employer may alter the work Schedule of the Alarm Board Operator Supervisor, and/or the Assistant Alarm Board Operator Supervisor as stated in 5.02 so as to provide for continuous staffing at the alarm room by the Supervisor, or Assistant Supervisor.
- In the event the Alarm Board Operator Supervisor and/or the Assistant Alarm Board Operator Supervisor is required to work in excess of forty (40) hours per week, they will be compensated for same either in pay at applicable overtime rate or equivalent time at time and one half in lieu.
- 5.06 It is understood nothing in the schedule of hours will prevent the Chief from granting the request of any two (2) employees to change shifts or days off.

ARTICLE 6 VACATIONS

6.01 Vacation periods to be drawn on a seniority system as per Article 22.02. A maximum of three employees shall be allowed off for each vacation period. Within this maximum, up to two officers may be allowed off for each vacation period. No restrictions shall be placed on the employee's choice of day or night vacation periods subject to the staffing requirements of the Department.

The vacation draw for the upcoming year shall be drawn between September 1 and October 31 of the current year at the convenience of the Fire Chief or designate. Employees choosing to use the option of taking four statutory holidays off instead of pay as per clause 6.07, will indicate this in writing to the Fire Chief or designate by August 31, preceding the vacation draw.

The vacation draw will be in accordance with the following procedure:

- 1st Draw - 1 week
- 2nd Draw - maximum of 2 weeks or entitlement
- 3rd Draw - remainder of vacation entitlement
- 4th draw - remainder of City vacation entitlement

6.02 Employees with less than one year of service shall be entitled to vacation with pay in accordance with the following schedule:

- 1 month service - 1/2 day vacation
- 2 months service - 1 day vacation
- 3 months service - 2 days vacation
- 4 months service - 2 1/2 days vacation
- 5 months service - 3 days vacation
- 6 months service - 4 days vacation
- 7 months service - 4 1/2 days vacation
- 8 months service - 5 days vacation
- 9 months service - 6 days vacation
- 10 months service - 6 1/2 days vacation
- 11 months service - 7 days vacation
- 12 months service - 8 days vacation

For calculation purposes, the vacation year is July 1st to June 30th.

6.03 Effective January 1, 1990 employees with more than 1 year of service as at June 30th in any year shall be entitled to vacation with pay in accordance with the following schedule:

- 1 year service - 2 weeks vacation
- 4 years service - 3 weeks vacation
- 10 years service - 4 weeks vacation
- 18 years service - 5 weeks vacation
- 26 years service - 6 weeks vacation

6.04 Alarm Board Operators, Fire Fighters, and Mechanical Division shall be entitled to receive one extra day's pay for each of the following Statutory Holidays.

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

- 6.05 For calculation purposes Heritage Day shall be designated the third Monday in February.
- 6.06 All day Staff personnel shall take the statutory holidays as a day off unless required to work, in which case the employee shall be given a choice of time off or pay for the day. For day staff personnel Heritage Day is a floating holiday.
- 6.07 All employees referred to in Article 1.01 of this Agreement. upon completion of their six (6) months' probation period. shall be entitled to twelve (12) days' wages as provided in 6.04, 6.05 and 6.06. It is understood that during the calendar year in which the employee completes their probationary period, they will receive payment for those Holidays only which fall between the date that they completed their probationary period and December 31st of that year.
- Effective January 1, 1993, employees who are entitled to the payment of twelve statutory holidays will have the option of taking: 1) four days off and eight days pay, or 2) twelve days pay. Days off in lieu of statutory holiday pay will be chosen after the normal vacation draw (Article 6.01) is complete and must be taken in a block of four days. (See Letter of Understanding attached).
- 6.08 Each employee of the Fire Department is entitled to their vacation without loss of pay in accordance with length of service as set out in this Agreement.
- 6.09 In this Article, one week of vacation shall mean four (4) days for the Fire Fighting Division and Alarm Board Operators but not for the Supervisor of Alarm Board Operators, or Assistant Supervisor of Alarm Board Operators, and shall mean either day or night shifts.
- 6.10 In this Article. one week of vacation shall mean five (5) days for the Supervisor of Alarm Board Operators, and Assistant Supervisor of Alarm Board Operators, employees of the Fire Prevention Bureau and the Training Division.
- 6.11 In this Article, one week of vacation shall mean four (4) days to the Fire Fighter-Mechanical Division and shall apply only to day shifts.
- 6.12 All payments to which employees of the Cambridge Fire Department are entitled under Clauses 6.04, 6.05, 6.06 and 6.07 of this Article shall be paid such employees on the first pay day in November.

ARTICLE 7 ACCIDENT AND SICKNESS

- 7.01 The employees off duty as a result of an accident or occupational illness incurred in the performance of their duty shall be provided with free hospitalization and medical care and full salary during such period off duty up to but not exceeding six months from the date of the accident or the commencement of the occupational illness. Provided however, that nothing herein contained shall in any way limit the rights of the employees under the Worker's Compensation Act, or any other Act, Regulation or By-law passed by any body with competent jurisdiction for the protection or benefit of the employees. Provided however, in no case shall the total sums paid to and received by an employee, exclusive of hospitalization and medical care, exceed full salary of the employee, for the period such employee was off duty.

While an employee is on Compensation for up to six (6) months, the Employer will deduct from the employee's sick pay bank, when available, 1/4 day for each day on compensation that the employee would have been required to work by normal scheduling, and pay the employee an amount equal to the difference paid by the Worker's Compensation Board and the employee's regular pay.

- 7.02 Employees on compensation for a period longer than six (6) months shall, so long as they have sick day credits, have their compensation payment supplemented by the Corporation to the extent of 1/4 day sick pay for each day they would have been required to work by normal scheduling. Any payments under this clause shall cease upon any settlement of Worker's Compensation.
- 7.03 Employees will be granted one and one half (1 1/2) days per month sick leave with unlimited accumulation (18 days per year). An employee claiming sick leave shall report to the office of the Fire Chief as early as possible on the day which the sick leave is claimed. When an employee has been informed by their physician that their illness shall extend over a period of time, the employee shall report full facts of their illness to the Chief as early as possible and shall not be required to report again until the employee is prepared to return to work.
- Employees absent for three or more days may be required to present a Doctor's Certificate, upon returning to work, to their immediate Supervisor. The Employer reserves the right to request a Doctor's Certificate at any time where sick pay is claimed. Any employee of the Fire Department who sustains an injury on or off the job shall present a Doctor's Certificate upon returning to duty stating that the employee is capable of performing their normal duties.
- 7.04 Upon retirement from the Cambridge Fire Department, whether normal retirement, retirement due to health or release from employment due to accident or prolonged sickness, the employee will receive one half (1/2) of their accumulated sick pay, not to exceed six months' salary at the current rate. In the event of death while in the employ of the Employer fifty percent (50%) of the employee's accumulated sick pay, not to exceed six (6) months pay, shall be paid to the employee's executors or administrators, and shall form part of the employee's Estate.
- 7.05 Days deducted from sick leave credits will apply to working days only.
- 7.06 The Employer shall assume 100% of the cost of the premiums of the following health coverage benefits:
- (1) OHIP
 - (2) A no-deductible major medical and drug plan.
Effective January 1, 1993, the plan shall include full Out-at-Country coverage for active employees.
Effective December 15, 1993, the plan shall be amended to provide for no lifetime maximum.

- (3) The Blue Cross #9 dental plan or equivalent. The schedule of fees is to be updated one year behind the contract. Effective July 1, 1990, Rider #3 Orthodontia - 50% co-insurance, \$1,500 lifetime maximum.
 - (4) Group Life Insurance to Age 60. The amount is equal to two (2) times the employee's annual salary as listed in Article 10.01 salary scale to the nearest \$1,000.00 above. Employees on a waiver of premium benefit are covered for Group Life Insurance equal to two (2) times the employee's annual salary as at the employee's last day of paid sick leave, to the nearest \$1,000.00 above.
 - (5) Accidental Death and Dismemberment insurance equal to two (2) times the employee's salary.
 - (6) Long Term Disability Insurance equal to 70% of salary up to age sixty (60), to become effective after the expiration of sick day credits and the fifteen week disability Unemployment Insurance allocation. Should the fifteen (15) week period be altered, then the effective date should coincide with the altered benefits.
 - (7) A vision care package of \$160.00 per eligible member for each twenty-four (24) month period and maximum of \$200.00 allowance for contact lenses as prescribed by the plan.
 - (8) If an employee retires at age 60, or takes the Factor 85 option or an unreduced O.M.S.R.S. pension, the Employer agrees to provide O.H.I.P., dental and a no-deductible major medical plan, as well as a drug plan up to age 65. It is also agreed to provide a \$2,000 life insurance policy.
- 7.07 Normal retirement age shall be in accordance with the basic O.M.S.R.S. NRA 60 agreement.
- 7.08 If an employee with more than five (5) years' continuous service leaves the Department before the retiring age, the employee will be paid fifty (50) percent of their accumulated sick leave, said accumulated sick leave not to exceed six (6) months' pay, calculated at the rate of salary which the employee is receiving immediately prior thereto. This clause does not apply if an employee is discharged for cause unless said employee has more than ten (10) years' continuous service with the Department at the time of discharge.
- 7.09 Employees who are off work for more than one (1) month due to illness or for any reason, other than Worker's Compensation, shall not accumulate sick days until such time as they return to work.
- 7.10 The Employer may at any time substitute another carrier for any plan (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are equal to or better than the existing plans. Such substitution will not occur on less than sixty (60) days' notice to the Association.

ARTICLE 8 FITNESS AND MEDICALS

- 8.01 All members of the Fire Fighting Division and Training Division will be tested annually using the Third Edition, Canadian Standard Test of Fitness, under the following:
- A) Employees may be exempt for medical reasons by their doctor in writing, in which case the testing will occur upon receiving the employee's doctor's approval for such testing.
 - B) The results of the test will be confidential. and will be given only to the employee by the tester, and will not be used in any disciplinary or termination action.
 - C) Testing will take place on the employer's time and at the employer's expense.
 - D) Association members only shall be used as testers for the purpose of this clause. unless otherwise agreed to between the parties. or unless no members of the Association volunteer to be testers.
 - E) The test components may be altered from the Third Edition, Canadian Standard Test of Fitness through mutual agreement between the parties.
- 8.02 A medical examination by the employee's Doctor at the expense of the employee shall be required based on the following criteria: up to age 39 - every three (3) years; 40-49 - every two (2) years; 50-59 - every year.
- 8.03 The employer reserves the right to request additional medicals by the employee's doctor, if deemed necessary. Scheduling of said medical examinations shall be done by the employer and examinations will be completed on the employer's time, and expense.

ARTICLE 9 STRIKES AND LOCKOUTS

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

ARTICLE 10 SALARIES

10.01 The following shall be the scale of salaries paid to the Fire Department Personnel during the term of this Agreement.

<u>1993</u>	<u>Class</u> <u>Differential.</u>	<u>Jan.</u> <u>1/92</u>	<u>Sept.</u> <u>1/92</u>	<u>Jan.</u>	<u>Oct.</u>
54.5%	Probationary Alarm Board Operator	27106	27376	27924	28268
64.5%	4th Class Alarm Board Operator (after 6 mos)	32079	32400	33048	33454
74.5%	3rd Class Alarm Board Operator (after 1 yrs)	37053	37423	38172	38641
79.5%	2nd Class Alarm Board Operator (after 2 yrs)	39539	39934	40733	41234
84.5%	1st Class Alarm Board Operator (after 3 yrs)	42026	42446	43295	43828
89.5%	Asst. Alarm Board Operator Supervisor	44513	44958	45857	46421
100%	Alarm Board Operator Supervisor	49735	50232	51237	51867
55%	Probationary Fire Fighters	27354	27628	28180	28527
55%	Probationary Fire Fighter-Mechanic	27354	27628	28180	28527
55%	Probationary Fire Prevention Inspector	27354	27628	28180	28527
65%	4th Class Fire Fighter	32328	32651	33304	33714
65%	4th Class Fire Fighter-Mechanic	32328	32651	33304	33714
65%	4th Class Fire Prevention Inspector	32328	32651	33304	33714
80%	3rd Class Fire Fighter	39788	40186	40990	41494
80%	3rd Class Fire Fighter-Mechanic	39788	40186	40990	41494
80%	3rd Class Fire Prevention Inspector	39788	40186	40990	41494
90%	2nd Class Fire Fighter	44762	45209	46113	46680
90%	2nd Class Fire Fighter-Mechanic	44762	45209	46113	46680
90%	2nd Class Fire Prevention Inspector	44762	45209	46113	46680
100%	1st Class Fire Fighter	49735	50232	51237	51867
100%	1st Class Fire Fighter-Mechanic	49735	50232	51237	51867
100%	1st Class Fire Prevention Inspector	49735	50232	51237	51867
100%	1st Class Training Instructor	49735	50232	51237	51867
107%	Lieutenant Fire Prevention Officer	53216	53748	54824	55498
107%	Lieutenant Training Officer	53216	53748	54824	55498
107%	Lieutenant Mechanic/Firefighter	53216	53748	54824	55498
114%	Captain Fire Fighter	56698	57264	58410	59128
114%	Captain Fire Prevention Officer	56698	57264	58410	59128
114%	Captain Training Officer	56698	57264	58410	59128
128%	Platoon Chief	63661	64297	65583	66390

- 10.02 Where an employee has, in any one year, acted in a rank higher than that for which the employee is rated, they shall be paid at the rate of pay for the higher rank for any day that the employee acts in that rank.
- 10.03 Increments sufficient to advance Probationers to 4th Class shall be paid on completion of six (6) months' service. Increments sufficient to advance from 4th Class to 3rd Class shall be paid on completion of six (6) months' service as 4th Class. Increments sufficient to advance from 3rd Class to 2nd Class shall be paid ON completion of one year's service as 3rd Class. Increments sufficient to advance 2nd Class to 1st Class shall be paid on completion of one year's service as 2nd Class. All advancements would be dependent upon the employee passing a required examination prior to being advanced to the next higher classification. A passing mark of sixty percent (60%) must be attained in each of the three examinations, i.e. written, oral and practical, to qualify for reclassification as referred to above. The following are the requisites for writing reclassification examinations.
- Prior to advancement from one classification to another as referred to above. the Training Division will advise the employee seeking reclassification as to the precise material in the Cambridge Fire Department Training Manual involved in each classification examination 30 days prior to examination.
1. Exams written first time as per schedule. If failure is the result, the employee writes again within 30 days.
 2. If after writing the second time, the employee fails again, a special meeting will be arranged with the employee, their shift Officer and the Training Officer.

They should discuss the employee's difficulties and outline a training schedule to cover the employee's weak areas in order to properly prepare the employee for another attempt at this exam. At this time the employee will be scheduled to write within a six month period; the actual length of special study time would vary depending on the individual. and the actual exam date would be agreed upon at this meeting by all 3 persons present.
 3. If the exam was failed a third time, the employee would meet again with their shift Officer, Training Officer, Chief and/or Deputy Chief and the employee's career would be evaluated.

Should the said evaluation determine that the individual is not suitable to continue as an Employee of the Fire Department, efforts will be made to place such individual in suitable employment elsewhere with the Employer. Failing placement as set out above the individual's employment shall be terminated.
- 10.04 Employees shall receive Service Stripes for each five (5) years of service.
- 10.05 One day's pay shall be calculated at the rate of 1/182 of the annual salary.

ARTICLE 11 NEW POSITIONS

- 11.01 In the event the Chief or the Employer wishes to create a new position or rank within the Cambridge Fire Department, the Association reserves the right to negotiate the salary of this new position or rank with the Chief or the Employer.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The President and any two members of the Executive of the Cambridge Fire Fighters' Association shall be granted such leave of absence as may be necessary for the proper performance of the duties of their offices locally, insofar as the regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.
- 12.02 Any delegates, not exceeding three (3) in number, who may be duly authorized and designated by the members of the Cambridge Professional Fire Fighters' Association to attend the annual convention of the Ontario Professional Fire Fighters' Association and the biennial convention of the Canadian Association of Fire Fighters, shall be granted such time off duty as may actually be required for the attendance at such conventions, not exceeding four (4) days per delegate insofar as the regular operations of the service of the Fire Department will permit at the discretion of the Fire Chief.
- 12.03 On the death of a member of an employee's family, the employee shall be allowed leave of absence without loss of remuneration to attend and/or make preparation for the funeral. Family for the purposes of this Article is confined to those relationships mentioned below and the duration of paid leave applicable is as follows:
- (a) Up to three (3) days in the case of the employee's Father, Mother, Current Spouse, Same-Sex Partner (cohabitating for a minimum of one year), Common-Law Spouse, Son, Daughter, Sister, Brother, and Grandchildren.
 - (b) Up to two (2) days in the case of the employee's Father-in-law, Mother-in-law, Daughter-in-law and Son-in-law.
 - (c) One (1) day in the case of an Employee's Brother-in-law, Sister-in-law and Grandparents.

All paid leaves of absence under this Article 12.03 will expire no later than the day of the funeral.

Where under the provisions of (b) and/or (c) above, cover off is required to keep the complement to minimum requirement, payment for such cover off shall be at straight time rate of pay. The Association agrees they will co-operate in responding to the cover off of the necessary shifts.

Additional time off, without pay may be granted upon request subject to the approval of the Fire Chief.

- 12.04 Continuity of service shall not be interrupted if absence is due to compulsory service in the Canadian Armed Forces due to Canada being involved in hostilities as declared by the Government of Canada.

ARTICLE 13 - PENSIONS

- 13.01 Each employee shall be entitled to the benefits and privileges of any supplement to the existing pension plan that may be granted.
- 13.02 Employees covered by this Agreement shall receive a Type I Supplementary pension under O.M.E.R.S.

ARTICLE 14 D. ARMS AND EQUIPMENT

14.01 Replacement of all articles in Article 14.00 to be on an as needed basis with replacement to be at the authorization of the Fire Chief or designate.

14.02 Press Uniform

- 1 Uniform Cap
- 1 Pair Pants
- 1 Tunic
- 1 White Dress Shirt

The above is to be used for Parades, Funerals, and any authorized function.

14.03 Fire Fighting Clothing & Equipment

All Fire Fighting personnel shall be supplied with the following suitable clothing and equipment for fire fighting duties:

- 1 Pair Rubber Boots
- 3 Pairs Woolen Socks (to be worn with fire fighting boots only)
- 1 Fire Fighters Coat
- 1 Fire Fighters Helmet
- 1 Pair Bunker Pants
- 1 Heavy Knit Sweater
- 1 Pair Leather Mitts
- 1 Pair Woolen Mitts

Recognition badges depicting applicable rank plus Fire Department identification, will be issued to all ranks.

Costs gear to be the responsibility of the employee to whom it is issued and replacement costs will be borne by such employee.

All gear and uniforms to remain the property of the employer.

14.04 Duty Uniforms

Officers, Fire Fighters, and Day Personnel

- 6 Shirts
- 4 Pair Pants (navy)
- 1 Sweat Shirt
- 1 Battle Dress Jacket
- 1 Pair Dress Gloves
- 1 Nylon Jacket
- 1 Tie

Inspectors are to receive a lightweight coat on an as needed basis.

Shoes are to be worn for duty use only and shall be supplied to all Department Personnel on an as needed basis.

Duty clothing issue to be available from stock as reasonably practical.

14.05 Communications Staff

- 4 Pieces of Apparel to be: any combination of pants and/or skirts (no more than 4 pieces in total)
 - 1 Knit Sweater
 - 1 Tunic
 - 6 Shirts - 3 summer & 3 winter or a reasonable combination of both
 - 1 Uniform Cap
 - 1 Tie
 - 1 General Use Burberry
 - 1 Pair Dress Gloves
- Shoes to be issued within the terms of the collective agreement.

ARTICLE 15 DISCIPLINE AND DEVOTION TO DUTY

- 15.01 All employees shall promptly conform to and obey all Rules and Regulations in force which are applicable to such employees and insofar as they do not conflict with the terms of this Agreement or any extension or renewal thereof.
- 15.02 The Chief shall be empowered to suspend, discharge, lay off, transfer or demote employees. subject only to limitations expressed in this Agreement as to arbitration or otherwise.
- 15.03 No employee (probationers excepted) shall be discharged or suspended unless the employee has been given at least seven days' notice in writing of the proposed discharge and the reasons therefore, and may, before the expiry of the notice, require a hearing by delivering a notice in writing to that effect to the Chief Administrator. Employee(s), however, may be suspended immediately with pay, pending a decision on the offence. Should the decision be favourable to the employee, the employee will be returned to work their next working day following such decision. Should the suspension be upheld, then salary paid since the beginning of the suspension shall be deducted from the pay of the employee upon completion of the suspension period.
- 15.04 In cases of discharge, the Chief shall notify the Association immediately in writing giving reasons for discharge.
- 15.05 Each employee shall be a full time employee of the Cambridge Fire Department and any employee reporting unfit for duty for any reason which may impair their effectiveness as an employee, shall be subject for the first offence to suspension of not less than four (4) shift days at the discretion of the Chief (except in the case of day shift personnel where five (5) day suspension will apply). and for the second offence, to dismissal.

ARTICLE 16 DEPARTMENTAL RULES

- 16.01 Department rules and regulations shall be posted and shall be observed by both parties. Such rules and regulations shall not be established as to circumvent the provisions of the Collective Agreement and shall be consolidated in pamphlet form at the expense of the Employer and copies thereof distributed to each employee.

ARTICLE 17 GRIEVANCE PROCEDURE

17.01 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. The Association shall appoint a Grievance Committee of three (3) members and shall file notice annually with the Employer of the names of employees serving on the Grievance Committee. The Employer shall also be notified within thirty (30) days of changes in the personnel of the Grievance Committee. Any difference between the parties to this Agreement relating to the interpretation, application or administration of the Agreement, may constitute a grievance. At the request of either party, the grievance shall be dealt with as set out herein below provided that the time limits specified herein may be extended by mutual consent. No employee or group of employees shall be permitted to lodge a grievance with the Employer except as expressly provided for herein. A complaint which may lead to a grievance shall first be discussed verbally with the Chief or designate within forty-eight (48) hours of the alleged complaint, in an effort to resolve the complaint. Failing such settlement, the grievance may be reduced to writing and submitted to the Chief within ninety-six (96) hours of the verbal discussion. Nothing in this procedure is intended to preclude the involvement of the Human Resources Representative in contract interpretation matters, however, all such discussions will involve the participation of the Fire Chief or designate.

Stage 1 - The Grievor(s) accompanied by a member or members of the Grievance Committee shall take the matter up with the Chief of the Department and failing settlement within forty-eight (48) hours:

Stage 2 - The Grievance Committee accompanied by the Grievor(s), within three (3) days, shall take the matter up with the Chief Administrative Officer and failing settlement within five (5) days;

Stage 3 - The Grievance Committee Accompanied by the Grievor(s), within five (5) days, shall take the matter up with a select Committee of Council and failing settlement within five (5) days:

Stage 4 - The Grievance Committee accompanied by the Grievor(s) may choose to take the matter up with City Council at its next regular meeting.

Stage 5 - Failing settlement at Stage 3 or Stage 4, within ten (10) days, the matter may be referred to Arbitration by either party as provided for in the Fire Department Act, R.S.O.1970, Chapter 169 and Amendments thereto. If notice of intent to proceed to Arbitration is not received within the ten (10) days aforementioned, the grievance(s) shall be deemed to have been settled or withdrawn and not eligible for Arbitration.

17.02 In this article, the terms "hours and days" shall be taken to exclude Saturdays, Sundays and Statutory Holidays.

17.03 At any stage of the Grievance procedure, the Grievance Committee for the Association, or the representatives of the Employer may be accompanied by any individual(s) that either party may deem necessary.

- 17.04 In the case of an employee (or employees) who has been unjustly reprimanded, suspended or discharged, as determined by a decision rendered in accordance with the foregoing grievance procedure, the employee shall be reinstated and shall be reimbursed for all loss of pay or other remuneration resulting therefrom, or as handed down by a single arbitrator, and shall have all their rights and benefits restored in the same manner as if the employee had not been reprimanded, suspended or discharged.
- 17.05 Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided for each step of the Grievance Procedure shall be deemed to have been withdrawn. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 17.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written consent of the parties to this Agreement.
- 17.07 In cases of discharge or discipline the Arbitrator or Arbitration Board will have the right to alter the penalty and substitute such other penalty as they deem to be just and reasonable.

ARTICLE 18 ARBITRATION

- 18.01 Arbitration proceedings shall be conducted in accordance with the provisions of the Fire Department's Act, R.S.O.1970, Chapter 169 as amended.

ARTICLE 19 SAFETY AND HEALTH

- 19.01 The Association and the Employer shall co-operate to the fullest possible extent to prevent accidents and promote safety and health of employees of the Employer.
- 19.02 The provisions of the Occupational Health and Safety Act as applicable to the Fire Services shall apply to the Cambridge Fire Department. The Joint Health and Safety Committee shall consist of representatives of the Employer and the employees. The employee representatives shall not exceed three (3) in number and shall represent all Divisions of the Fire Department.
- 19.03 The Joint Health and Safety Committee shall meet by mutual agreement when deemed necessary by either party. The Committee shall maintain minutes of meetings which shall be sent to the Corporation and the Association. The Committee's function shall be to promote safe working conditions and safe work habits of employees.

ARTICLE 20 PROMOTIONAL POLICY

- 20.01 Promotional examinations shall be broken down into the following categories:
- | | | |
|---|-----------|------|
| A | Written | 100% |
| B | Oral | 100% |
| C | Practical | 100% |

Successful candidates shall obtain a minimum of 60% of total marks allowable in each of the categories A, B, and C, 60% being the passing mark. Only that category where a mark of 60% is not obtained, must be re-examined. Examination questions are to be based on materials as prescribed for level of promotion being attempted.

The second attempt to a failed examination will require a passing mark of 60%. The time frame for re-examination is within 30 days of notification of failure. Failure after the second attempt constitutes a complete failure, but does not preclude the employee from participation in future examinations. At such time the employee must compete in all three examinations including: written, oral and practical.

- 20.02 An employee applying for promotion from one Division to another Division shall have the necessary qualifications and shall be required to pass medical and physical agility examinations applicable to that Division, if not previously passed at hiring.

ARTICLE 21 STRUCTURE OF THE EXAMINATION

21.01 The written examination shall consist of essay style and at least one other of the following:

1. Multiple Choice
2. Sentence Completion
3. True/False

The oral examination shall consist of:

- 21.02 1. Lecturette:

The list of subjects for the lecturette will be posted 7 days prior to the time of the lecturette being given. The lecturette is to be a maximum of 15 minutes and is to be given on materials accepted for the examination. The subject of the candidate's lecturette is to be drawn by the candidate 30 minutes prior to presentation. The Roster for the examinations will be set by the Chief or designate and will coincide as far as possible to accommodate on shift personnel. During the thirty (30) minute period, the candidate shall without the aid of subject matter, prepare their lecture.

2. Blackboard or planning table fire ground procedure test.

21.03 The Practical examination shall consist of:

Practical exercises consistent with Rank requirements being completed for using such equipment and apparatus as required.

ARTICLE 22 EXAMINATION PROCEDURE

- 22.01
1. Candidate shall be permitted to review the exam with the Examiner.
 2. Candidate shall have the right to appeal to the Chief in the presence of the Examiner and Candidate's immediate Superior, if necessary.
 3. The First Chief or designate shall conduct examinations for all ranks below Deputy Chief.
 4. Written, oral, and practical exam to be supervised and marked by a representative of the Training Division, except where employees of the Training Division are being examined.
 5. Examination format shall be reviewed and initialed by the Chief or Deputy Chief prior to presentation.

22.02 Seniority:

Seniority shall commence at the time of hiring and shall be based on marks attained at the end of six (6) weeks on the probationary examinations. Applications are to meet the hiring standards of the Employer before applicants are acceptable. When all other Factors are considered reasonably equal, seniority shall be used as a tie breaker.

ARTICLE 23 EXAM MATERIAL

23.01 Examination Material shall consist of:

1. Captain through Platoon Chief - Fire Service Training Manual and rules and regulations, related course training materials and additional material as prescribed.
2. Such text books and materials to be readily available and in keeping with the knowledge and experience requirements of the job description for the rank being considered.
3. Exam material to be outlined and available to the candidate during the 30 day posting period.

ARTICLE 24 ELIGIBILITY LIST

24.01 This shall be the list from which the Fire Chief shall select the personnel to fill the vacancies in all ranks. The method of establishing the list shall be as follows:

Step 1 - The interested employee shall examine the exam material which has been posted within the 30 day posting limit.

Step 2 - The applicant shall try the examination as prescribed in Articles 20.00, 21.00 and 22.00. The successful applicant's name shall be posted alphabetically. The actual mark attained is to be forwarded to the Fire Chief or the Deputy Fire Chief directly from the Training Division. Those names included on the applicable list are to be posted in all stations.

Step 3 - The Evaluation Board shall supply a Short list of not less than four (4) names or where more than four names are available, those who are available will be considered for promotion; once the vacancy/vacancies have been filled, the remaining names shall revert back to the list of acting rank.

Step 4 - If at all possible, the job vacancy is to be filled within ten (10) days.

All 1st Class Fire Fighters, after a period of three years in the position of 1st Class Fire Fighter, to be eligible to participate in examinations for Captain Fire Fighter, Lieutenant Fire Prevention Officer and Lieutenant Training Officer.

Only these positions are eligible to write the following exams:

<u>...</u>	<u>Eligible</u>
Captain Fire Fighter	1st Class Fire Fighter (after three years)
Platoon Chief	Captain Fire Fighter Captain Training Officer, providing qualifying exams for Captain Fire Fighter have been passed.
Captain Fire Prevention	Lieutenant Fire Prevention
Lieutenant Fire Prevention	1st Class Fire Prevention Inspector 1st Class Fire Fighter Captain Fire Fighter
Captain Training Officer	Captain Fire Fighter Lieutenant Training Officer
Lieutenant Training Officer	1st Class Fire Fighter 1st Class Training Instructor Captain Fire Fighter

Evaluation Board

The Evaluation Board shall consist of the Deputy Chief and 4 Platoon Chiefs.

If it is discerned that any member of the Evaluation Board has a conflict of interest, it will be necessary for that member to withdraw from this Board. A conflict of interest might be described as a member of the Board being related to a candidate. If such a situation should occur, a Platoon Chief would be replaced on the Board by the Duty Officer, and the Deputy Chief would be replaced by the Human Resources Representative.

The promotional procedure to apply to all ranks individually above 1st Class in all divisions or in the transfer from one division to another.

ARTICLE 25 PROMOTIONS AND SECURITY

25.01 No employee shall be promoted without participation in the appropriate promotional procedure.

All Fire Fighters performing as acting rank must have successfully completed all examinations for the rank in which they are acting in the higher rank on a rotation basis.

Indiscriminate transfers from one division to another will be discouraged. Employees who wish to transfer from one division to another shall not transfer the rank presently held in any division. However, if an employee wishes to transfer to another division, no loss of rank shall occur below the rank of 1st Class. Transfer for promotion shall only be accomplished through participation in examinations for the next succeeding rank in accordance with the promotional policy. All divisions shall be eligible to participate in promotional examinations in any division.

In ~~event~~ that there are not sufficient personnel on the Long List, then this list shall be filled subject to Clause 24.00.

In order to remain qualified to act in a position higher than their rank, it is required that all qualified acting personnel will requalify every two years with a written examination only, following the procedure for written examinations as in Article 22.00. The qualification re-test shall be on new material and methods introduced following the last test or examination and subject matter for the examination to be outlined and available to qualified personnel thirty (30) days prior to the examination.

Failure to participate in an update ~~examination~~ will require re-examination in all areas forming part of the promotional policy.

25.02 Each employee of the Cambridge Fire Department will be evaluated annually.

ARTICLE 25 - LAYOFF AND RECALL

25.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their overall Fire Department seniority, providing they are qualified to do the work.

Employees who are laid off in accordance with the foregoing procedure will be eligible for recall for a period of twelve (12) months from the date of layoff. During such periods of layoff employees will not be entitled to payment of ~~benefits~~ by the Employer.

25.02 No new employees will be hired until those laid off have been given an opportunity of re-employment.

25.03 The employer shall notify employees who are to be laid off 12 working days before the layoff is to be effective. If the employee laid off has not had the opportunity for work 12 full days after notice of layoff, the employee shall be paid in lieu of work for that part of 12 days during which work was not made available.

25.04 A seniority list shall be posted in all stations and kept up to date.

25.05 The employee shall be notified by Registered Mail of the request for the employee to return to work. If the employee is passed by and not recalled as per 25.01, the employee shall be notified as to why they were not recalled.

ARTICLE 27 - JOB SECURITY - PRESERVATION OF EMPLOYMENT STATUS

27.01 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting employees, the Employer shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.

- 27.02 As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of employee. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.
- 27.03 Following the said disclosure, representatives of the Parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any employee.
- 27.04 Without mutual agreement, no employee covered by this agreement, save and except probationary employees, shall suffer loss of employment as a result of the exercise by the Employer of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the Employer at the time the aforementioned notice was given by the Employer.
- 27.05 The words "technological change" in this Article mean (a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and (b) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.
- 27.06 No person outside the bargaining unit shall be allowed to perform the duties, services and/or functions customarily and regularly performed as of the present date exclusively by employees as defined by this agreement, except in the event of an emergency or circumstance beyond the control of the Employer and only for the duration of the emergency or circumstance, or except with the consent of the Association.

FORTY-TWO HOUR - SCHEDULE "A"

<u>1ST WEEK</u>	<u>2ND WEEK</u>	<u>3RD WEEK</u>
S M T W T F S N A A A A C C C D B B B B D D D	S M T W T F S C B B B B D D D A A A A C C	S M T W T F S D D A A A A C C C B B B B D
<u>4TH WEEK</u>	<u>5TH WEEK</u>	<u>6TH WEEK</u>
N C C C B B B B D D D D A A A A	D D D D A A A A C C C C B B B B	A C C C C B B B B D D D D A A A
<u>7TH WEEK</u>	<u>8TH WEEK</u>	<u>9TH WEEK</u>
N B B D D D D A D A A C C C C B	A A A C C C C C B B B D D D D D	B B B B D D D D A A A A C C C C
<u>10TH WEEK</u>	<u>11TH WEEK</u>	<u>12TH WEEK</u>
N D A A A A C C D C B B B B D D	C C B B B B D D D D A A A A C C	D D D A A A A A C C C B B B B B
<u>13TH WEEK</u>	<u>14TH WEEK</u>	<u>15TH WEEK</u>
N C C C C B B B D D D D D A A A	B D D D D A A A A C C C C B B B	A A C C C C B B B B D D D D A A
<u>16TH WEEK</u>		
N B B B D D D D D A A A C C C C		

Two-platoon system consisting of an average of forty-two (42) hour a week on a sixteen (16) week cycle. The night shift is fourteen (14) hours and the day shift is ten (10) hours. "A", "B", "C", and "D" indicates the four (4) shifts.

ARTICLE 28 COURT TIME

- 28.01 Off duty court time shall be paid at the employee's regular hourly rate, but in any case not less than two hours.
- 28.02 Court is defined as any judicial proceedings or inquest. excluding any labour proceeding.
- 28.03 Court time is defined as any time spent as a witness in a court on Fire Department related matters, in respect of which the Fire Fighter has been served with a summons or subpoena.
- 28.04 Any witness fee, excluding travel and meal allowance, received by a Fire Fighter shall be remitted to the Employer forthwith.
- 28.05 Where court time is required of a Fire fighter during their annual vacation, the fire fighter shall be granted One day's leave and full compensation thereof for each day or portion thereof spent in court.

ARTICLE 29 INDEMNIFICATION

- 29.01 The Corporation shall indemnify and save harmless its fire fighters from civil liability arising out of their duties and shall provide counsel at its expense as required.



29.02 Where a fire fighter is charged with a criminal or quasi-criminal or statutory offence flowing from their duties, and they are acquitted, they shall be reimbursed for any reasonable legal expenses incurred as a result of such charges as are assessed pursuant to the Solicitor's Act or as are agreed upon by counsel for the Corporation.

ARTICLE 30 DURATION

30.01 This Agreement shall remain in force from the 1st day of January, 1992 until the 31st day of December, 1993.

The terms of this Contract shall apply until negotiations have been completed and the newly negotiated Contract shall be the only Contract between the parties and shall be in force from the 1st day of the year after which this Contract has expired provided that the City of Cambridge and the Cambridge Fire Fighter's Association will submit any requests or recommended changes between November 15th and November 30th inclusive, in the year which the anniversary date appears.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized Officer, 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 CAMBRIDGE

Jane Brewer
MAYOR
Jane Brewer
CLERK

CAMBRIDGE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Eric Linneman
PRESIDENT
W. H. King
SECRETARY

Letter of Understanding

It is mutually understood that for the 1996 vacation draw, and thereafter, if the requests for use of the statutory holidays exceeds the number of vacation slots available within a platoon's schedule, then a sufficient number of vacation slots will be increased by one (1) as required to meet the requests.

For example, if ten people choose to use this option and there will be only 5 vacation slots open after all vacation entitlement is taken, then the additional 5 requests will be accommodated by opening 5 additional slots within the vacation schedule, subject to clause 6:01 of this agreement.

in the above instance, the additional slots opened will be considered as space available to be drawn during the regular Vacation draw and follow the same draw system outlined in clause 6:01 of this agreement.

It is further understood that when the available periods for vacation are full as a result of vacation entitlement, then the number of employees allowed off will be increased for all vacation periods.

For the Association:

[Signature]
Grand Steward
[Signature]

For the Employer:

[Signature]
[Signature]
[Signature]
Resin Fee
[Signature]