

JANUARY 1, 1991 - DECEMBER 31, 1991

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF OSHAWA

SOURCE	City
EFF.	9/01/01
TERM.	9/1/23/1
NO. OF EMPLOYEES	162
NO. OF EMPLOYEES	80

AND

THE MEMBERS OF LOCAL 465,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

INDEX

ARTICLE		PAGE
1	Employees Covered	1
2	Union Shop	1
3	Deduction of Union Dues	2
4	Recognition	2
5	Management Function Clause	2
6	Hours of Work	3
7	Vacations	3
8	Paid Holidays	5
9	Accident and Sickness	5
10	Salaries	8
11	Promotion and Seniority	10
12	Leave of Absence	14
13	Pensions and Retiring Allowances	15
14	Employee Benefits	15
15	Employee Benefits	17
16	Unemployment Insurance	19
17	Uniforms and Equipment	19
18	Discipline and Devotion to Duty	20
19	Departmental Rules	20
20	Grievance Procedure	20
21	Arbitration	22
22	Lay-off Procedure	22
23	Alarm Room Operations and Modified Duties	23
24	Reduction of Staff and Technological Change	24
25	Indemnification	25
26	Duration	25
	Letter of Understanding	27

10/10/91

0707404

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF OSHAWA

a Corporation under the provisions of The
Municipal Act, **R.S.O. 1970**, Chapter **284** and
amendments thereto,

hereinafter called the CORPORATION
OF THE FIRST PART,

AND

THE MEMBERS OF LOCAL 465, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

represented by their Economic Policy Committee

hereinafter called the EMPLOYEES
OF THE SECOND PART,

WHEREAS the parties hereto have agreed to enter into these presents to define more effectually the duties, privileges, working conditions and remuneration of the employees;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto hereby agree each with the other as follows:

ARTICLE 1 - EMPLOYEES COVERED

1.01 The provisions of this Agreement shall apply to all full-time Fire Fighters of the City of Oshawa who are members of the Fire Department of the City covered by the classifications listed under Article 10.01 of this Agreement.

Where the masculine "he" or "his" has been used in this Agreement, it shall apply equally to the feminine "she" or "her".

- 1.02**
- (a) The probationary period for new employees is three hundred and sixty-five (365) calendar days. During such period, employment may be terminated at any time by the Corporation at its discretion.
 - (b) The provisions of this Agreement shall not apply to probationers except as hereinafter expressly provided.

ARTICLE 2 - UNION SHOP

2.01 All employees of the Fire Department to whom this Agreement applies, shall maintain membership in good standing in Local No. 465, International Association of Fire Fighters as a condition of their employment and each new employee of the Fire Department shall become a member of the said Local No. 465 within thirty (30) days after he ceases to be a probationer.

ARTICLE 3 - DEDUCTION OF UNION DUES

- 3.01** The Corporation shall deduct each pay from the wages of each employee of the Fire Department to whom this Agreement applies, an amount equivalent to the union dues of a member of the Union and shall remit monthly to the Secretary-Treasurer of the Union all amounts so deducted with a list of names of employees from whom such deductions have **been** made.
- 3.02** All employees to whom this Agreement applies, who are hired after January 1, 1977, shall be required to sign an authorization for the checkoff of union dues.
- 3.03** In order that the Corporation may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Corporation in writing, over the signature of the Secretary-Treasurer of the Union, the amount of the deductions to be made by the Corporation for union dues, and the Corporation shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality.
- 3.04** Union dues will be deducted on the first regular deduction date following the hiring of an employee. The amount of union dues deducted shall be shown on each employee's Income Tax (T-4) Slip.
- 3.05** In consideration of the deducting and forwarding of union **dues** in accordance with the foregoing by the Corporation, **the** Union **agrees** to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operations of this Article.

ARTICLE 4 - RECOGNITION

- 4.01** The Corporation recognizes the duly elected Economic Policy Committee of the employees as the sole bargaining agent for all full-time Fire Fighters of the City of Oshawa who are members of the Fire Department of the City covered by the classifications listed under Article 10.01 of this Agreement.

ARTICLE 5 - MANAGEMENT FUNCTION CLAUSE

- 5.01** The Association acknowledges that it is exclusively the function of the Corporation to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, suspend or otherwise discipline any fire fighter provided that a claim of discriminatory promotion, demotion, classification, transfer or that a claim a non-probationary employee has been discharged, suspended, disciplined without just cause may be subject to a grievance and dealt with as provided herein;
 - (c) maintain and enforce rules and regulations governing the conduct of the fire fighters; and

ARTICLE 5 - MANAGEMENT FUNCTION CLAUSE *(continued)*

- 5.01**_(cont'd) (d) generally to manage the Fire Department, and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all fire fighters, the methods, procedures, machinery and equipment to be used, schedule of work and all other matters concerning the Department's operation not otherwise specifically dealt with elsewhere in this Agreement.

The Corporation agrees that these functions shall only be exercised in a manner consistent with and subject to the provisions of this Agreement.

ARTICLE 6 - HOURS OF WORK

- 6.01** Employees of the Fire Fighting Division shall work a 42-hour week, according to a two-platoon system as agreed upon by the Fire Chief, Economic Policy Committee and the Committee responsible for the Fire Department.

- 6.02** Employees assigned to other Divisions shall work a system at the discretion of the Fire Chief provided that their hours of work shall not exceed those of the other employees and provided that if a five (5) day week schedule is in place, the number of hours of work shall not exceed forty (40).

The Corporation will provide a minimum of thirty (30) days notice prior to implementation of any change in schedules from the system currently being worked.

- 6.03** Employees other than those cited in Clause 6.02 of this section shall be permitted to exchange shifts or days off with employees not necessarily working on the same shift or at the same fire hall, with the permission of the senior officers in charge of the employees and providing that there shall be no impairment in the efficiency of the Department as a result of such arrangement. The changes may be repaid within a twenty-eight (28) day period.

ARTICLE 7 - VACATIONS

- 7.01** Each employee shall be entitled to a vacation with pay in accordance with the following schedule:

- Less than one (1) year of service, if hired prior to August 1 - one (1) day per month of service to a maximum of seven (7) working days.
- Less than one (1) year of service, if hired on or after August 1 - shall be paid four per cent (4%) of earnings in lieu of vacation time off.

ARTICLE 7 - VACATIONS (continued)

7.01(cont'd)

YEARS OF SERVICE	ENTITLEMENT
1 year	2 weeks
3 years	2 weeks and 2 days
5 years	3 weeks
10 years	4 weeks
16 years	4 weeks and 2 days
18 years	5 weeks effective for the 1993 vacation year
19 years	5 weeks (in 1991 and 1992)
25 years	6 weeks effective for the 1993 vacation year
26 years	6 weeks (in 1991 and 1992)

Where the term "days" is used in this section, it shall mean that a day shift is scheduled as the vacation period. When a 24 hour shift is taken as vacation time off, it shall be considered as two (2) days vacation.

Service for the purpose of this Article shall mean continuous service with the Fire Department since the latest date of hire.

7.02 Vacation periods shall be arranged on a system to be agreed upon by the Fire Chief and the officers of Local No. 465 of the International Association of Fire Fighters.

7.03 An employee who is admitted to hospital or confined to his residence as a result of illness or injury occurring during his vacation period shall have such time charged to his accumulated sick leave or Workers' Compensation as the case may be, and at a later time have the balance of his vacation rescheduled.

7.04 (a) An employee who is admitted to hospital or confined to his residence as a result of illness or injury occurring immediately prior to his scheduled vacation shall have his vacation rescheduled.

(b) Where an employee is absent from work for more than six (6) continuous months, his annual vacation entitlement as defined under Article 7.01 herein shall be reduced by one-twelfth (1/12) for each full calendar month of absence beyond the said period of six (6) months.

7.05 Eligibility for Articles 7.03 and 7.04 shall require a medical certificate stating the inclusive dates the employee was unable to perform his duties. The provisions of notification under Articles 9.02 (c) and (d) shall apply, except in circumstances beyond the control of the employee. Rescheduling of vacation periods shall be determined by the Fire Chief under the general system pertaining to vacation. Vacation pay may be given in lieu of vacation time off, at the discretion of the Fire Chief.

7.06 Vacation entitlement in the year of termination shall be in proportion to service in that calendar year. Any overpayment resulting from the use of unearned vacation which is outstanding at the date of termination shall be recovered.

ARTICLE 8 - PAID HOLIDAYS

8.01 (a) The following twelve (12) days are recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	December 24th
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

(b) Paid Holidays may be recognized by either:

- (i) an additional day's pay in lieu of each paid holiday; or
- (ii) time off.

(c) In 1990 and in each year thereafter, each employee will, by November 1 of the previous year, indicate his choice of either:

- (i) payment for 12 days; or
- (ii) with four or more days taken as time off and payment for the balance.

Employees failing to indicate their choice by November 1 will receive payment for all 12 days.

8.02 Pay due to employees under subsection 8.01 shall be paid to such employees on the first pay day in November of each year. For employees assigned to the Fire Fighting Division, per Article 6.01, the daily rate will be calculated by dividing the annual basic salary by 182.

For employees working a five (5) day week per Article 6.02, the daily rate will be calculated by dividing the annual basic salary by 260.

8.03 To be entitled to Lieu Day Pay, an employee must be in the employment of the Corporation on the actual day the statutory holiday occurs.

Where an employee is absent from work for more than six (6) continuous months as a result of non-occupational illness, such employee shall not be entitled to pay for any of the statutory holidays set forth in Article 8.01 if such holidays occur during the period of his absence.

ARTICLE 9 - ACCIDENT AND SICKNESS

9.01 Any employee off duty as a result of an accident or occupational illness incurred in the performance of his duties shall be provided with hospital and medical care in accordance with the Workers' Compensation Act, and he shall receive from the Corporation his regular salary during such period off duty.

An employee shall not receive sick pay when eligible to receive compensation under the Workers' Compensation Act, due to injury sustained while on the payroll of someone other than the Corporation.

ARTICLE 9 - ACCIDENT AND SICKNESS (continued)

- 9.02** (a) All regular full-time employees as of November 4, 1957 shall have placed to their credit an allowance for sick leave equal to five days for each completed year of service prior to January 1, 1957, up to a maximum of 100 days.
- (b) All regular employees shall have placed to their credit, one and one-half (1-1/2) days sick leave for each full month of employment, but are not entitled to draw sick leave pay until they have accumulated three (3) months service with the Corporation.
- (c) Any employee absent through his own illness shall notify the Department of his inability to perform his duties due to sickness at the earliest opportunity and in any event not later than the commencement of the first shift of absence.
- (d) An employee who is absent from work for three (3) consecutive working days shall provide the Fire Chief with a certificate from his personal physician within seven (7) calendar days from the commencement of his sickness or upon return to work, whichever occurs first, reporting the duration or probable duration of the sickness with the first and most recent dates of attendance upon the employee, and the expected date of return to work.
- 9.03** Each employee absent on sick leave for a period of three (3) days or less and after the third (3rd) time in each calendar year may be required, at the discretion of the Fire Chief, to produce a Doctor's certificate.
- 9.04** An employee absent for more than fifteen (15) consecutive working days shall furnish immediately following such fifteen (15) days, and each subsequent fifteen (15) consecutive days of absence, a certificate from his personal physician stating latest date of attendance and the probable date on which the employee will return to duty.
- 9.05** An employee absent from work in excess of sixty (60) consecutive calendar days for medical reasons, will, prior to returning to work, be required to have a medical assessment regarding the condition which caused his absence, by a physician selected by the Corporation. An employee who is not satisfied with such assessment, will have the right to be examined by a physician of his choosing. If the report of the employee's physician is contrary to the first report, he or she will be examined by a third physician satisfactory to both parties. The Corporation will underwrite the cost of all such medical examinations.
- 9.06** Where an employee is absent on account of illness and his cumulative sick pay credit has been exhausted, he shall not receive sick pay credit for the month in which he was so absent. Where an employee is absent for more than six (6) months due to illness or injury, sick leave credit shall not further accumulate during the absence.

ARTICLE 9 - ACCIDENT AND SICKNESS (continued)

- 9.07** An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month; such credit becomes available only on and after the first day of the following month.
- 9.08** Whenever in any month an employee's days of illness exceed his cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.
- 9.09** When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Corporation upon expiration of such leave of absence, etc., he shall not receive credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave.
- 9.10** The number of days or parts of days for which an employee received "Sick Pay" shall be deducted from his Cumulative Sick Pay Credit. If twenty-four (24) hour shifts are worked, then twenty-four (24) hours shall be considered as two (2) days.
- 9.11** Any or all the unused portion of Sick Pay Credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.
- 9.12** Where an employee who is injured in circumstances in which he might be entitled to compensation under the Workers' Compensation Act, elects instead to claim against the third person, he shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Corporation out of the proceeds of any settlement or judgement upon such claim the amount of money equivalent to the value of such sick pay benefits, and upon his having made such reimbursement, his accumulated sick pay credits shall be restored accordingly.
- 9.13** Any employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, while he is off work as aforesaid, be paid his regular day work rate by the Corporation to the extent of his available sick pay credits, until such time as a ruling has been made by the Workers' Compensation Board upon his claim, provided that if the Board shall rule against his claim the accumulated sick pay credits of such employee shall be reduced accordingly.
- 9.14** This section applies only to those employees who were hired in the Fire Department prior to October 7, 1987.
- Any regular employee hired prior to January 1, 1976 and who has had at least two (2) years of continuous service and any regular employee hired after January 1, 1976 who has had at least five (5) years of continuous service shall upon termination of his employment for any reason, be entitled to sick leave gratuity equal to his salary at the time of such termination of service, for one-half (1/2) of the number of days of sick leave standing to his credit at that date, provided, however, that the amount of such gratuity shall in no case exceed six (6) months of his salary at that date.

'ARTICLE 10 - SALARIES

10.01 Salaries of the employees shall be paid every two (2) weeks on the following scale:

POSITION	% OF 1ST CLASS	JANUARY 1, 1991	JULY 1, 1991
Platoon Chief	125% of 1st Class	\$60,750.00	\$62,144.00
Chief Fire Prevention Officer	125% of 1st Class	\$60,750.00	\$62,144.00
Director of Training	125% of 1st Class	\$60,750.00	\$62,144.00
Director of Training (1st 6 months)	120% of 1st Class	\$58,320.00	\$59,658.00
Captain	115% of 1st Class	\$55,890.00	\$57,172.00
Communications Officer	115% of 1st Class	\$55,890.00	\$57,172.00
Fire Prevention Officer	115% of 1st Class	\$55,890.00	\$57,172.00
Fire Prevention Officer Probationer - 1st 6 months	110% of 1st Class	\$53,460.00	\$54,687.00
Fire Fighter - 1st Class		\$48,600.00	\$49,715.00
Mechanic	90% of 1st Class	\$43,740.00	\$44,744.00
Fire Fighter - 2nd Class	90% of 1st Class	\$43,740.00	\$44,744.00
Fire Fighter - 3rd Class	85% of 1st Class	\$41,310.00	\$42,258.00
Fire Fighter - Probationer 4th Class	80% of 1st Class	\$38,880.00	\$39,772.00
Fire Fighter - Probationer	76% of 1st Class	\$36,936.00	\$37,783.00

10.02 All new employees must successfully pass progress examinations and evaluation before advancing to a higher rank and salary between Fire Fighter - Probationer and Fire Fighter - First Class.

An employee who fails to attain the required sixty per cent (60%) pass mark on any progress examination will be required to remain in the same category for a further period of six (6) months, when he will be given a further test.

10.03 Progress from Fire Fighter - Probationer to Fire Fighter - First Class shall be automatic at the following intervals, provided test results are satisfactory in accordance with Article 10.02.

After six (6) months service:
From Fire Fighter - Probationer to Fire Fighter - Probationer 4th Class.

After one (1) year of service:
From Fire Fighter - Probationer 4th Class to Fire Fighter - 3rd Class.

After two (2) years of service:
From Fire Fighter - 3rd Class to Fire Fighter - 2nd Class.

After three (3) years of service:
From Fire Fighter - 2nd Class to Fire Fighter - 1st Class.

ARTICLE 10 - SALARIES (continued)

10.04 This section applies only to employees hired prior to October 7, 1987.

In addition to the above-mentioned salary, each employee shall receive service pay on the basis of \$10.00 per month for each five (5) years of service.

Service for the purpose of this Article shall mean continuous service with the Fire Department since the latest date of hire.

10.05 Effective December 16, 1992, any employee who is required to perform the duties of a higher rank for at least one (1) full hour shall be paid at the hourly rate of pay applicable to such higher rank for each full hour worked while so acting.

10.06 A Captain will be assigned to each Fire Pumper, Aerial Truck, Aerial Lift-Truck and Emergency and Rescue Van which is operational on a regular full-time basis and to which a crew has been assigned.

10.07 On all shifts at each station where a Fire Pumper, Aerial Truck, Aerial Lift-Truck and Emergency and Rescue Van is assigned to the station, where a Captain is not detailed to be in charge of the said vehicle, the Senior qualified Fire Fighter - First Class on such shift at such station who is in charge of such vehicle, or assumes the responsibility respecting the same, shall be paid at the rate of a Captain on each such shift where he so acts.

10.08 Call Backs

When for any reason an employee is called back to work, he shall receive a minimum of three (3) hours of pay.

10.09 Overtime

When an employee is required to work beyond his normal work day or work week, he shall be paid time and one-half (1 1/2) for all overtime worked, or shall be given the option of time off at a date mutually convenient to the employee and the Department.

10.10 Attendance at Courses

(a) Employees detailed to attend any out of town courses will be paid an allowance of ten (\$10.00) per day expense money to a maximum of fifty (\$50.00) per week.

(b) Employees in attendance at the Ontario Fire College at Gravenhurst Ontario, are authorized to return to their residence at their own expense each weekend if the scheduling of classes does not require their presence and provided that the employee reports to the Department upon return and departure each weekend, confirming they have returned to or are departing from Oshawa so that if required, pursuant to Section 2 (7) of the Fire Departments Act, the employee may be recalled to duty.

(c) Effective December 16, 1992, a mileage allowance of \$0.322 per kilometer will be paid by the Corporation for a single round trip to and from the Ontario Fire College and other authorized courses held outside Oshawa where a Fire Fighter drives his own vehicle.

ARTICLE 11 - PROMOTION AND SENIORITY

11.01 Eligibility to Sit for Promotional Examination

- (a) Personnel of the Fire Fighting Division, Director of Training and Fire Prevention Officers with less than three (3) years as Fire Prevention Officers may make application to take examination for promotion to rank of Captain provided they:
 - (1) have completed seven (7) years service in the Fire Fighting Division on the December 31 following the examination.
 - (2) have received a minimum of seventy per cent (70%) on the scheduled evaluation for the previous twelve (12) months.
 - (3) have received a minimum of seventy per cent (70%) on the special evaluation (leadership) as in 11.03 (c).
 - (4) held a valid Standard First Aid Certificate.
 - (5) hold an Ontario Fire College Graduation Certificate or agree to complete.

- (b) Fire Fighting Captains may make application to take examination for the rank of Platoon Chief provided they:
 - (1) have completed a minimum of two (2) years as a Fire Fighting Captain on the December 31 following the examination.
 - (2) hold an Ontario Fire College Graduation Certificate or agree to complete.
 - (3) have received a minimum of seventy per cent (70%) on the scheduled evaluation for the previous twelve (12) months.
 - (4) have received a minimum of seventy per cent (70%) on the special evaluation (leadership) as in 11.03 (c).
 - (5) hold a valid Standard First Aid Certificate.

- (c) (1) After three (3) years in the Fire Prevention Division, an employee must serve one (1) year in the Fire Fighting Division in order to be eligible to take examination for promotion in the Fire Fighting Division.
- (2) An employee in the Fire Prevention Division who has qualified for promotion in the Fire Fighting Division, must meet the following service requirements to be eligible to be placed on the list for seniority standings for promotion in the Fire Fighting Division:

<u>YEARS IN FIRE PREVENTION</u>	<u>SERVE IN FIRE FIGHTING</u>
3 to 6	6 months
7 to 10	9 months

in addition to the service requirement, the employee must successfully pass an evaluation by the Captain and Platoon Chief.

After serving 10 years in the Fire Prevention Division an employee must requalify for promotion in the Fire Fighting Division as in 11.01 (c) (1)

ARTICLE 11 - PROMOTION AND SENIORITY (continued)

11.02 Basis for Promotion in Fire Fighting Division or Director of Training

- (a) (1) Pass written examination (minimum sixty per cent (60%)).
- (2) Pass practical and/or oral examination (minimum sixty per cent (60%)).
- (3) Score on evaluation test at seventy per cent (70%) level or better.
- (4) All promotions above Fire Fighter - 1st Class shall be based on seniority provided the employee can pass 11.02 (a) (1) (2) and (3).

- (b) (1) All applicants who have successfully passed a promotional examination as of January 1, 1990 will remain qualified provided the scheduled evaluation is kept at a seventy per cent (70%) or better level.

Applicants who have successfully passed a promotional examination after January 1, 1990 will remain qualified for a period of six (6) years provided the scheduled evaluation is maintained at a minimum of seventy per cent (70%).

- (2) Any applicant who passes a later promotional examination will be listed by seniority
- (3) Where seniority is equal (personnel hired on the same day), the highest average marks on the written and practical and/or oral examinations will determine who is promoted. Where the marks are equal, the promotions will be at the discretion of the Fire Chief. Personnel in this category will have the option to write future examinations to upgrade their average marks. The employee's name would be removed from the list of qualified personnel if the employee fails the exam.
- (4) All promotions will be made in order of seniority from the list of qualified personnel depending upon:
 - (a) the existence of a vacancy,
 - (b) the availability of the employee to fill the position within ninety (90) days.

If the employee is in receipt of Workers' Compensation payments, the rank will be filled as an acting position for a period to be mutually agreed upon between Local #465 and the Fire Chief.

- (5) Promotional exams are to be held every two (2) years between September 15 and December 15.

11.03 Evaluation

- (a) Captains will evaluate ranks below that of Captain.
- (b) Platoon Chiefs will evaluate all personnel in their platoons.
- (c) The Chief and Deputy Chief will evaluate all personnel participating in the promotional examinations at least thirty (30) days prior to the examination.

'ARTICLE 11 - PROMOTION AND SENIORITY (continued)

11.04 General

- (a) All applicants must take the written examinations at the same time.
- (b) Seniority standings for promotion are valid until the January 1 following the latest promotional examinations, when they will be changed to include the successful candidates for promotion in order of seniority.
- (c) The examination questions for candidates for all positions, including the rank of Captain, will be drawn from material contained in the Fire Department's Training Manual and/or Department Rules and Regulations, and may be set with sufficient latitude to reasonably test the candidates' knowledge of the information contained therein. The practical and oral examinations may also include problems designed to test the candidates' knowledge of equipment used by this Department.

The examination questions for candidates for the position of Platoon Chief may also relate to matters that personnel should reasonably be expected to know.

- (d) Employees will be given sixty (60) days notice prior to any promotional examinations.
- (e) All positions left vacant by reason of death, retirement or some other cause shall be filled immediately. If examinations are required, the position shall be filled within ninety (90) days.
- (f) A board of five (5) senior officers will conduct and mark the oral and/or practical examinations; the highest and lowest marks of the board shall be discarded and an average taken of the remaining three (3) board members' marks in determining the candidate's mark.

The Director of Training will mark the written examinations. A candidate who wishes to appeal the mark on the written examination shall meet with the Director of Training in order to resolve the matter. Failing resolution, a board of three (3) senior officers, excluding the Director of Training, will rule on the matter.

- (g) Written examination papers will be returned to each employee. Such examination paper shall contain his mark and the highest mark.
- (h) For employees hired prior to January 1, 1987 seniority shall begin for promotional purposes when personnel are hired as probationary fire fighters.

For employees hired after January 1, 1987 seniority for promotional purposes shall begin at date of last hire.

- (i) First aid qualification training is to be included in the Oshawa Fire Department training program.

ARTICLE 11 - PROMOTION AND SENIORITY (continued)

11.04(cont'd)(j) Acting ranks, when reasonably possible, will be filled by personnel who have successfully passed the latest promotional examination. Where there are insufficient qualified employees for appointment, as above, appointment will be made from employees who sat the said examinations, provided such employee is deemed capable of performing the required duties.

(k) Applicants will use a number instead of names.

(l) Promotions within and appointments to divisions other than fire fighting will be by appointment by the Fire Chief. Positions will be filled wherever possible from the Fire Department.

(m) All Promotions in all divisions will be probationary for a minimum of six (6) months active service in the rank.

11.05 New Classifications

When a new rank is created, other than those presently covered by the Collective Agreement, notices shall be posted in each fire station setting out the duties of the rank and the salary rate. Applicants for these positions will be selected on the same basis as above.

11.06 Seniority

In determining the length of service of an employee for seniority purposes, such length of service shall be computed from the date of the first employment of such employee in the Fire Department, including his employment as a probationer provided however that in the case of any employee who has had leave of absence for more than three (3) consecutive months, other than leave of absence on Her Majesty's Service, such length of service shall be computed from the date of re-entering the service or the date of termination of leave of absence, as the case may be.

11.07 Seniority List

The Corporation shall cause to be posted annually in each fire station, a seniority list.

11.08 Director of Training Returning to Fire Fighting

The Director of Training may revert to the Fire Fighting Division only if an opening exists subject to the following:

(a) If he was a Captain prior to his appointment, he may revert to the rank of Captain or to the classification of Fire Fighter.

(b) If he was qualified to be a Captain in accordance with the promotional clause and because of his seniority he is next in line for promotion, he may become a Captain.

(c) If he was qualified to be a Captain in accordance with the promotional clause and there is no opening for Captain, he may become a Fire Fighter and will be Number 1 on the list for promotion in his same seniority group.

ARTICLE 11 - PROMOTION AND SENIORITY (continued)

- 11.09** The Communications Officer may be transferred to his previous position only if an opening exists and subject to the following:
- (a) If he was a Captain prior to his appointment he may revert to the rank of Captain or to the classification of Fire Fighter - 1st Class.
 - (b) If because of his seniority he is next on the promotional list he may become a Captain.
 - (c) After three (3) years in the Communications Division he must serve a minimum of six (6) months in the Fire Fighting Division to be placed on the list for seniority standings for promotion in the Fire Fighting Division.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The President and any other three (3) members of the executive of the Oshawa Fire Fighters' Association shall be granted such leave of absence as may be necessary for the proper performance of the duties of their offices, as far as the regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief and the Chairman of the Committee responsible for the Fire Department.

12.02 Every employee with the consent of the Fire Chief, shall be entitled to up to four (4) days leave of absence with pay immediately following the death of any member of his immediate family, provided the employee was scheduled to work such days. Immediate family to include the spouse, son, daughter, sister, brother, father or mother, father-in-law and mother-in-law of such employee, with attendance at the funeral a requisite condition.

Provided the employee was scheduled to work, an employee shall be entitled to up to two (2) days leave of absence to attend the funeral of his or her grandchild.

Provided the employee was scheduled to work, an employee shall be entitled to up to one (1) day leave of absence to attend the funeral of his or her; sister or brother-in-law, grandmother or grandfather.

Leave of absence in other instances may be granted at the discretion of the Fire Chief.

12.03 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Corporation shall pay the employee his full basic wage or salary for the period of such service, provided that the employee shall turn over the full amount of compensation received for the said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment therefor.

12.04 Pregnancy and Parental Leave

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

'ARTICLE 13 - PENSIONS AND RETIRING ALLOWANCES

- 13.01** Each employee shall be entitled to the benefits and privileges of the basic Ontario Municipal Employees Retirement System (OMERS) Pension Plan which has been adopted by the Corporation. All employees shall become and remain members of OMERS as a condition of employment.
- 13.02** (a) The Corporation will purchase a Type 2 OMERS, two per cent (2%) Update Supplementary Pension based on the average earnings for the years 1972 to 1976, inclusive.
- (b) The Corporation agrees to implement a Type 1 OMERS Supplementary Pension Plan to give effect to the Award of the Board of Arbitration dated 1980 09 03.
- 13.03** In recognition by the parties of the unique bona fide physical and mental requirements of the work, each employee covered by this Agreement shall be retired automatically from service in the Fire Department upon attaining the age of sixty (60) years, but such retirement shall not prevent the employment of such employee by the Corporation in any other branch of the City's service.

ARTICLE 14 - EMPLOYEE BENEFITS

14.01 The following arrangements and procedures are in effect for employee benefits and are part of this Agreement:

- (1) Extended Health Care covers all eligible charges in excess of \$10.00 (single) and/or \$20.00 (family) deductible per calendar year for all prescription drugs, private-duty nursing, etc.

Optical Expense Benefit to provide up to a maximum payment per insured in any twenty-four (24) month period as follows:

\$80.00 - effective September 1, 1984.
\$120.00 - effective August 1, 1989.
\$150.00 - effective January 1, 1990.

- (2) Semi-private coverage for hospital care.
- (3) Group Life Insurance coverage is equal to approximately two (2) times basic annual salary rate. Effective January 1, 1990 coverage is up to a maximum of \$118,000.00. Effective January 1, 1993 coverage is established without a specified maximum.

Coverage at age sixty-five (65) for those who retired prior to September 1, 1984 is reduced to one thousand five hundred dollars (\$1,500.00) and the retiree continues to pay premiums to retain coverage.

Coverage at age sixty-five (65) for those who retired after September 1, 1984, is reduced to two thousand five hundred dollars (\$2,500.00) and the retiree continues to pay premiums to retain coverage.

Coverage at age sixty-five (65) for those who retired after January 1, 1987, is reduced to four thousand dollars (\$4,000.00) with premiums paid in accordance with Article 15.02 (b).

ARTICLE 14 - EMPLOYEE BENEFITS (continued)

14.01(cont'd)(4) Accidental Death and Dismemberment coverage is equal to approximately two (2) times basic annual salary rate. Effective January 1, 1990 coverage is up to a maximum of \$118,000.00. Effective January 1, 1993 coverage is established without a specified maximum. Coverage ceases at retirement.

(5) Dental Plan

Based on the 1987 Ontario Dental Association (O.D.A.) Suggested Fee Guide for Dental Practitioners.

Effective July 1, 1989, based on the 1988 O.D.A. Fee Guide.

Effective July 1, 1990, based on the 1989 O.D.A. Fee Guide.

Effective January 1, 1993, based on the 1991 O.D.A. Fee Guide.

Level I - Basic Services

Level II - Supplementary Basic Services

Effective January 1, 1987, Periodontal Surgical Procedures.

Effective January 1, 1987, Denture Relines, Rebases and Repairs.

Level III - Major Restorative Services (Prosthodontics)

Effective October 1, 1988, subject to fifty per cent (50%) co-insurance with an annual maximum of \$1,000.00 (\$1,500.00 effective July 1, 1990) per insured.

Level IV - Orthodontic Services

Effective October 1, 1988, subject to fifty per cent (50%) co-insurance with a lifetime maximum benefit of \$1,000.00 (\$1,500.00 effective July 1, 1990) per insured.

(6) Employees will be eligible for items (1), (2), (3), (4), and (5) after three (3) consecutive months of service providing they are actively at work.

(7) **Long Term Disability**

The Corporation agrees to provide a Long Term Disability Plan for all eligible **employees**. The plan is subject to all the conditions as agreed by Local #465, I.A.F.F. and approved by City Council on February 4, 1974, except that benefits continue until normal retirement age of sixty (60) or the cessation of total disability, whichever occurs first. Benefits begin on the expiration of sick leave or after one hundred and eighty (180) calendar days, whichever is longer.

Effective April 1, 1983, the **Long Term Disability Plan** maximum monthly benefit is increased to two thousand dollars (\$2,000.00).

Effective January 1, 1987, the Long Term Disability Plan maximum monthly benefit is increased to two thousand eight hundred dollars (\$2,800.00).

Effective January 1, 1990, the Long Term Disability Plan maximum monthly benefit is increased to three thousand dollars (\$3,000.00).

Employees will be eligible for coverage after six (6) consecutive months of service.

'ARTICLE 15 - EMPLOYEE BENEFITS

- 15.01**
- (a) With respect to the benefits specified in Article 14.01, it is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirement. Each employee shall report any changes in marital status or increase or decrease in dependants without delay.
 - (b) In the event of a change in circumstances making it impossible for the Corporation to continue the Long Term Disability Plan, the Corporation will, so far as it has the authority so to do, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than that formerly incurred by the Corporation for such benefit. The Corporation agrees to inform the Union prior to any terminations or revisions.
 - (c) The Corporation agrees to assume one hundred per cent (100%) of the premium cost of Employee Benefits for eligible employees:
 - Semi-private Ward Coverage
 - Extended Health Care
 - Optical Expense Benefit
 - Dental Plan
 - Group Life Insurance
 - Accidental Death & Dismemberment
 - Long Term Disability

15.02 Benefits for Retired Employees

- (a) Effective January 1, 1989, the Corporation will make available to persons who retire from the active service of the Corporation, a Retirees' Extended Health Care (E.H.C.) Package which, if elected, will include Semi-private Hospital, Major Medical, Drugs and Vision Care subject to an overall maximum of \$10,000. every three consecutive years.
- (b) Retiring employees who elect to draw their pension from OMERS and who elect to retain the package will be required to pay the premium cost of such benefits monthly, in advance. For persons who retired between January 1, 1987 and December 31, 1988 inclusive, the Corporation shares the premium cost on a 65% Corporation, 35% retired employee basis. Coincidental with the legislated elimination of OHIP premiums, the Corporation will pay 100% of the billed cost.
- (c) For eligible employees retiring after January 1, 1989, the Corporation will pay 100% of the cost of the billed premium. In order to be eligible retired employees must be in receipt of either:
 - (1) an unreduced retirement pension from OMERS having completed twenty-five (25) years of continuous regular full-time service with the Corporation at the time of retirement, or
 - (2) a reduced retirement pension from OMERS having completed thirty (30) years of such service with the Corporation.

ARTICLE 15 - EMPLOYEE BENEFITS (continued)

15.02(cont'd)(d) Retention of the package, regardless of the premium-sharing arrangement, is subject to the following conditions:

- (1) The retired employee continues to retain his/her principal residence in the Province of Ontario and provides the Corporation with a correct address at all times.
- (2) Similar benefit plans are not available to the retired employee from another employer.
- (3) The retired employee shall report any changes in marital status or number of dependants without delay, and shall reimburse the Corporation for the amount of any overpayment of premiums resulting from failure to report such changes.
- (4) Voluntary cancellations must be properly documented at the Personnel Department.
- (5) The Corporation, after reasonable efforts to settle overdue benefit premium accounts with the retired employee, retains the right to cancel coverages, after notification by registered mail.
- (6) Cancellations are permanent and coverages cannot be reinstated subsequently.
- (7) Benefit coverage terminates at the end of the third month in which death of the retired employee occurs.
- (8) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however the Corporation will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.
- (9) Any future enhancements or additions to the benefit plans will be at the discretion of the Corporation.

(e) Group Life Insurance

Effective January 1, 1987, the Corporation will make available to persons who retire from the active service of the Corporation on or after that date, one of three optional group life insurance coverages:

Option A: - Coverage in effect at the time of retirement

Option B: - \$10,000

Option C: - \$ 4,000

ARTICLE 15 - EMPLOYEE BENEFITS (continued)

15.02(cont'd)(e) Group Life Insurance (continued)

- (i) Eligible retired employees who elect either Option A or Option B will be required to pay a portion of the premium cost, monthly, in advance. The Corporation will share, on a 50-50 basis, the cost of the billed premium up to age sixty-five, at which time coverage will reduce to \$4,000.00 without further cost to the retired employee.
- (ii) Eligible retired employees who elect Option C immediately at retirement will be provided with \$4,000.00 coverage without cost to the retired employee.
- (iii) The provisions of Article 15.02 (d) paragraphs 1), 5), 6), 7) and 8) apply to Article 15.02 (b).

ARTICLE 16 - UNEMPLOYMENT INSURANCE

16.01 It is agreed that the terms of this Agreement satisfy all legislative requirements related to Unemployment Insurance Premium Reduction.

ARTICLE 17 - UNIFORMS AND EQUIPMENT

17.01 Each employee shall be supplied with a dress uniform issued in accordance with the following:

QUANTITY	ITEM	FREQUENCY OF ISSUE
Four (4)	Uniform shirt (short or long sleeved)	Every year
One (1)	Black tie	When required
One (1)	Uniform coat	Every two (2) years
Four (4)	Pair of pants- summer weight	Every two (2) years
One (1)	Winter jacket	Every five (5) years
One (1)	Uniform cap	When required
One (1)	Sweater (cotton or wool)	Every two (2) years

This issue of the uniform coat and pants will occur in one year with the sweater issue in the next year.

Once in four years, Fire Fighters will have the option of receiving two (2) pair of pants in lieu of one (1) uniform coat.

Two (2) additional uniform shirts will be provided with the regular issue following promotion to Captain and Platoon Chief.

17.02 Each employee shall be provided with protective clothing for fire fighting consisting of one (1) pair of safety sole rubber boots, one (1) waterproof coat, one (1) helmet, one (1) pair of protective gloves, hat liners and ear flaps; such protective clothing to be renewed for reasonable cause at the discretion of the Fire Chief.

ARTICLE 17 - UNIFORMS AND EQUIPMENT (continued)

- 17.03** Wherever practicable, and subject to the tenders received by the Corporation, articles of clothing and equipment supplied to **employees** of the Fire Department shall carry a Union label and will be provided by May 15th.
- 17.04** Effective January 1, 1990 all uniformed personnel shall be entitled to an annual cleaning allowance of \$120.00 to be paid in July each year. Cleaning allowance for employees not actively at **work** will be prorated on a monthly basis.
- 17.05** Effective January 1, 1990 all employees must supply, maintain in **good** condition and wear while on duty, Canadian Standards Association (**CSA**) approved **Class/Grade 2** safety footwear in a colour and style designated by the Fire Chief; and,

Where an employee is temporarily or permanently assigned to any of the following classifications or divisions, wear while on duty **CSA** approved **Class/Grade 1** "green patch" safety footwear with steel toe and midsole in the colour and style designated by the Fire Chief:

- (a) Fire Prevention Division;
- (b) Mechanical Division;
- (c) Platoon Chief; and,
- (d) all employees qualified for the rank of Platoon Chief.

On receipt of proof of purchase the Corporation will pay \$75.00 once every twenty-four (**24**) months towards the cost of designated safety footwear.

ARTICLE 18 - DISCIPLINE AND DEVOTION TO DUTY

- 18.01** Each employee shall conform to and obey, cheerfully and promptly, the By-laws and regulations in force from time to time which are applicable to such employee and do not conflict with the terms of this Agreement or any extension or renewal thereof.

ARTICLE 19 - DEPARTMENTAL RULES

- 19.01** Such Departmental Rules as may be mutually agreed upon by the parties hereto shall be deemed to constitute a part of this Agreement and shall be observed by all employees. Such Rules shall be consolidated in pamphlet form from time to time at the expense of the Corporation and copies thereof distributed to each employee.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.01** The members of Local No. 465 of the International Association of Fire Fighters shall, from among their members, appoint a Grievance Committee of three (3) employees and shall forthwith notify the Fire Chief and the Director of Personnel of the City of **Oshawa** of the names of the members of the Committee and of any changes made from time to time in the membership of the said Committee.

ARTICLE 20 - GRIEVANCE PROCEDURE (continued)

- 20.02** It shall be the duty of the Grievance Committee, appointed under subsection 20.01 hereof, to represent any employee who claims grounds for a grievance, relative to working conditions, wages, unjust discipline, suspension, supersedure or discharge, etc. The Committee shall have the power to reject any grievance, subject to appeal to the Association by the grievor. The grievance must be presented to the Grievance Committee within four (4) days of the event giving rise to the grievance.
- 20.03** Step 1
- Every grievance shall be reduced to writing stating the Article(s) in which the grievance is founded and the remedy sought, and shall be presented by the Grievance Committee to the Fire Chief, or, in his absence, to the Deputy Fire Chief, within seven (7) calendar days after the happening of the event giving rise to the grievance. Any grievance which is not presented in writing within such time shall not be accepted or considered by the Fire Chief or Deputy Fire Chief. Such days not to include Saturdays, Sundays, or Holidays.
- 20.04** The Fire Chief or, in his absence, the Deputy Fire Chief, shall consider any such grievance and shall give his decision and reasons thereon in writing to the Grievance Committee within seven (7) days after the grievance is submitted to him.
- 20.05** Step 2
- The Grievance Committee may appeal to the Director of Personnel from any decision of the Fire Chief or Deputy Fire Chief under subsection 20.04 of this section, but any such appeal shall be in writing and must be lodged within fourteen (14) days, except in extenuating circumstances, after the written decision complained of has been given to the Grievance Committee. The Director of Personnel shall consider any such grievance and shall respond in writing within thirty (30) calendar days from the date received by him.
- 20.06** Step 3
- If the matter is not resolved, the Grievance Committee may lodge an appeal to the Executive Committee, but such appeal must be lodged within thirty (30) calendar days from the date of the decision by the Director of Personnel. The Executive Committee shall meet and render a decision, in writing, within thirty (30) calendar days from the date of appeal, unless this date is extended by agreement of the parties.
- 20.07** If the Fire Chief, Deputy Fire Chief or Director of Personnel by their decision find any employee has been unjustly disciplined or suspended, such employee shall be reinstated without loss of pay on such terms as are decided.
- 20.08** No employee or group of employees other than the Grievance Committee under subsection 20.06 hereof shall take any grievance to the Executive Committee, City Council or any member thereof.

ARTICLE 21 - ARBITRATION

21.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, either of the parties may, after exhausting the Grievance Procedure established by Section 20 of this Agreement, proceed to arbitration as provided by Section 7, subsection 5 of the Fire Departments Act, R.S.O. 1970, as amended, Chapter 169 and amendments thereto.

Notification of intention to proceed to arbitration shall be given in writing to the other party, prior to proceeding to arbitration and within thirty (30) calendar days, or a time mutually agreed upon, of the decision rendered under Step 3 of the Grievance Procedure.

The arbitrator shall have the right to alter or substitute a penalty imposed on a fire fighter (or fire fighters) as he or she deem necessary.

ARTICLE 22 - LAY-OFF PROCEDURE

22.01 In the event of a reduction in the work force, lay-off shall commence with the employee with the least amount of total Departmental seniority with the Fire Department within the job classification (rank) affected. Employees shall be given one (1) month's notice of lay-off.

22.02 Ability and qualifications being sufficient, any employee so laid off shall be permitted to use his total seniority with the Fire Department to displace an employee with less seniority in a lower job grade.

22.03 An employee who elects to use his seniority, as in Article 22.02 shall receive the rate of pay for the position which he secures.

22.04 Employees so laid off shall retain, but shall not accrue their seniority while laid off. Any employee who has been laid off for twelve (12) consecutive months will lose any previously acquired seniority and will be rehired only as a new employee. An employee whose seniority has been terminated as a result of a lay-off may be rehired as a new employee, but at a classification not greater than previously held.

22.05 In the event of recall or increase in the work force, positions will be filled in the reverse manner to the lay-off, providing ability and qualifications are sufficient.

22.06 An employee will be deemed to have resigned, if, after lay-off, he fails to acknowledge his availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday and Statutory Holidays) and further, if he fails to report for work within ten (10) working days after notice of recall is issued.

22.07 Employees hired on the same day will be retained or laid off as applicable by the Chief's evaluation.

22.08 Employees laid off may continue group life insurance and medical coverage with the employee paying the one hundred per cent (100%) of the Corporation and the employee cost for a period of up to twelve (12) months.

ARTICLE 23 - ALARM ROOM OPERATIONS AND MODIFIED DUTIES

- 23.01** Duties of Alarm Room Operator shall be performed by Fire Fighters.
- 23.02** The Alarm Room Operator duties shall be performed by disabled Fire Fighters where available, otherwise by Fire Fighters (other than officers), on a rotating basis. A disabled Fire Fighter may be considered for other light duty employment, if mutually agreeable, provided there is work available and the Fire Fighter is medically capable of performing such duties.
- 23.03** A Fire Fighter who is disabled to the extent that the Fire Fighter cannot perform regular duties for a period of at least one (1) calendar week will be eligible for assignment to the Alarm Room for rehabilitative purposes and for discharge of the duties of an Alarm Room Operator. Assignment will be subject to:
- (a) The disabled Fire Fighter providing a medical certificate from the Fire Fighter's doctor, certifying the Fire Fighter is able to perform the Alarm Room duties. Such a certificate will be required before each assignment.
 - (b) Each assignment shall not exceed twelve (12) weeks after which assignment the Fire Fighter (i) will return to normal duties or (ii) be assigned for a further period to the Alarm Room (not to exceed twelve (12) weeks), or (iii) cease working in the Alarm Room, or (iv) be permitted long term assignment to the Alarm Room.
 - (c) Where the disability is of a long term or permanent nature, and the Fire Fighter's doctor certifies such to be the case, and that the disabled Fire Fighter is able to perform Alarm Room duties, a disabled Fire Fighter (including a disabled Fire Fighter (Officer) may receive long term assignment to the Alarm Room, provided that the disabled Fire Fighter, the Fire Chief, and the Association mutually agree to such long term assignment and any reclassification which may be involved.
 - (d) Assignment to Alarm Room duties on a short term rehabilitative basis will not result in any change to pay classification or benefit eligibility. Assignment on a long term basis may include agreement to reclassification to Fire Fighter - First Class where the employee holds a rank higher than Fire Fighter - First Class.
 - (e) A Fire Fighter who has been assigned Alarm Room duties on a long term basis may return to fire fighting duties provided the employee's doctor certifies the employee is able to perform the duties of a Fire Fighter.

ARTICLE 23 - ALARM ROOM OPERATIONS AND MODIFIED DUTIES (continued)

- 23.03**(cont'd)(f) An employee who has been assigned Alarm Room duties on a long term basis and who has been reclassified to Fire Fighter - First Class may return to his previous classification provided the employee's doctor certifies the employee is able to perform the duties of his previous classification and;
- (1) where the employee has not worked in the previous classification for less than three years, at the first opening; or
 - (2) where the employee has not worked in the previous Classification for over three years, serve a retraining period of six months performing Fire Fighter - First Class duties. Thereafter reclassification will occur at the first opening; or
 - (3) where the employee has not worked in the previous classification for a period over ten years, serve as a Fire Fighter - First Class and requalify for promotion.
- 23.04** Vacancies in the Alarm Room when not filled by disabled Fire Fighters shall be filled by Fire Fighters, other than Officers, on a rotation basis based upon Fire Fighter availability according to a schedule posted by the Fire Chief five (5) weeks in advance. Each rotation will be for a period of five (5) weeks. Rotation will be in inverse order of seniority.
- 23.05** Assignment to the Alarm Room will not be used for disciplinary purposes.

ARTICLE 24 - REDUCTION OF STAFF AND TECHNOLOGICAL CHANGE

- 24.01** 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, the parties agree to meet and discuss any problems which may arise as a result, with respect to the terms and conditions of employment of the employees covered by this Agreement, including matters pertaining to any potential lay-off.
- 24.02**
- (a) At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change; the location or locations involved.
 - (b) Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
 - (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee.



ARTICLE 24 - REDUCTION OF STAFF AND TECHNOLOGICAL CHANGE (continued)

24.02(cont'd)(d) If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Section 6 of The Fire Department Act, R.S.O. 1970, Chapter 169 as amended. The time limits provided in Section 6 shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

(e) No change shall be made in the employment status of any employee consequent upon the introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

24.03 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 25 - INDEMNIFICATION

25.01 The Corporation agrees to indemnify all employees of the Fire Department and save them harmless in any civil action, from any and all damages or claims for damages arising out of acts or omissions done or caused by them during the performance of their duties excluding wilful and malicious damage. Legal counsel when required will be provided by the Corporation. Notwithstanding the foregoing, the Corporation may refuse to indemnify an employee where the actions of the employee amount to a gross dereliction of duty.

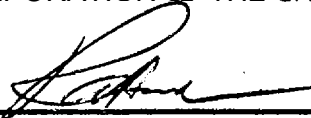
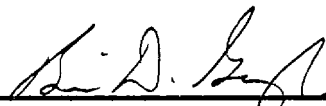
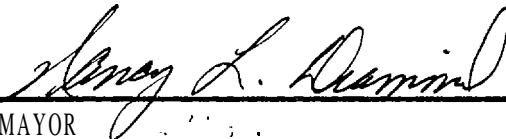

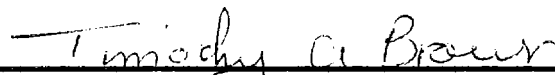

ARTICLE 26 - DURATION

This Agreement shall remain in force and effect from the 1st day of January, 1991, until the 31st day of December, 1991, and from year to year thereafter PROVIDED; HOWEVER; that either party may:

26.01 Terminate this Agreement by notice in writing given to the opposite party not less than thirty (30) days and not more than forty-five (45) days prior to the 31st day of December, 1991, and in any year thereafter.

26.02 Within the period of forty-five (45) days prior to the 31st day of December, 1991, and in any year thereafter, by notice in writing require the other party to enter negotiations, following the expiration of ten (10) days from the date of delivery of such notice, for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision of the Agreement or a new Agreement.

IN WITNESS WHEREOF, The City has caused to be affixed hereunto its Corporate seal attested by the hands of its Mayor and its Clerk and the employees have caused this Agreement to be executed by the members of the Economic Policy Committee.

<p>(Seal of the Corporation of the City of Oshawa)</p>	<p>THE CORPORATION OF THE CITY OF OSHAWA</p>
	per <u></u> CITY CLERK
<p><u></u> DIRECTOR OF PERSONNEL</p>	per <u></u> MAYOR
	<p>THE MEMBERS OF LOCAL NO. 465 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS BY THEIR ECONOMIC POLICY COMMITTEE</p>
	per <u></u> CHAIRMAN
	per <u></u> MEMBER
	per <u></u> MEMBER

Dated at OSHAWA, Ontario, this the 3rd day of March, 1993.

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE CITY OF OSHAWA
hereinafter called "The Corporation"**

AND

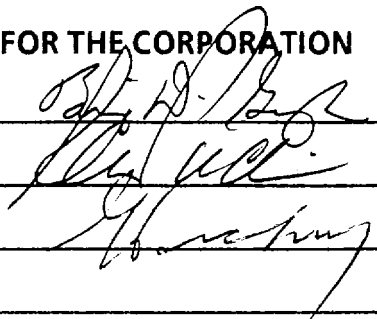
**THE MEMBERS OF LOCAL 465, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
hereinafter called "The Union"**

The 1991 Interest Arbitration Award dated December 16, 1992 provided for the continuation of the following issues previously agreed to be recorded in a Letter of Understanding between the parties:

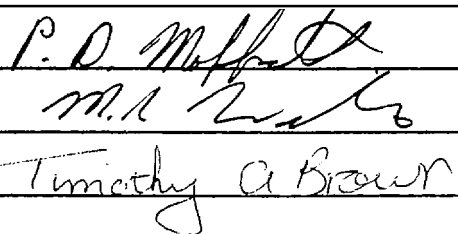
1. Notwithstanding Article 10.01 - Salaries which provides for salary for the occupational classification of Mechanic at 90% of the Fire Fighter - 1st Class rate, incumbent Mechanic Milton E. Terry will continue to be compensated at 115% of the Fire Fighter - 1st Class rate, while ~~so~~ classified.
2. Notwithstanding the provisions of Article 10.09 (a), where staffing falls below the minimum level determined from time to time by mutual agreement, work scheduled in such circumstances shall be paid at straight time rates. Where mutual agreement cannot be achieved the provisions of the Collective Agreement will be applied unaltered. With thirty days notice in writing, either party may terminate this arrangement.
3. The Corporation undertakes to give serious consideration to providing a separate payment for lieu day pay (where applicable) when the Corporation's new computerized payroll system is fully operational.
4. The Corporation will provide IAFF #465 with two hundred and twenty-five (225) typewritten copies of the revised Collective Agreement.
5. The parties affirm the interpretation of Article 11.04 (e) contained in the Memorandum of Settlement dated November 2, 1987.

Signed at **OSHAWA, Ontario** this 2nd day of March, 1993.

FOR THE CORPORATION



FOR THE UNION



**OSHAWA FIRE DEPARTMENT
DEPARTMENTAL RULES PER COLLECTIVE AGREEMENT ARTICLE 19**

Whereas it is deemed necessary to make certain Rules and Regulations governing the Fire Department of the City of Oshawa, the following have been provided:

The Fire Department of the City of Oshawa shall consist of the Chief, Deputy Chief, and such other Officers and personnel as shall be necessary, from time to time, to maintain the efficiency of the said Department.

The Chief shall be appointed by the Municipal Council and all other personnel shall be appointed by the Municipal Council upon the recommendation of the Fire Chief.

Nothing in these Rules and Regulations shall affect or abridge the power and authority of the Fire Chief as to the management, control and operation of the Fire Department and its personnel except to the extent that the exercise of such power or authority would be contrary to these Rules and Regulations, or any amendments thereto.

The Chief of the Department may reprimand, detail extra duties or suspend without pay for any term not exceeding seven (7) days, any Officer or other members of the Department for any infraction of these Rules and Regulations, or any omission or commission of which, in the Chief's opinion, would be detrimental to the proper discipline and efficiency of the Department. For a repetition of any of these offences, the Chief of the Department, subject to the approval of the Oshawa City Council, may dismiss such offenders from the service.

(a) All the powers and rights of the Fire Chief under the Rules and Regulations may, in the absence, unavailability or incapacity of the Fire Chief, be exercised by the Deputy Chief, Acting Chief, or such other person as is in actual charge of the Fire Department at the time.

5. The Chief shall have the power to issue "General Instructions" or "House Rules" for the government of the Department provided that such "General Instructions" or "House Rules" do not conflict with any Bylaw of the City of Oshawa, the provisions of the Fire Departments' Act R.S.O. 1970, Chapter 169 or any amendment thereto, any collective agreement in force between the members of the Fire Department and the City of Oshawa, or these Rules and Regulations.

6. All Officers of the Department shall protect and guard all property entrusted to their care and the Chief shall, as lies in his power, take proper measures to protect all members of the Department from accident, injury, or death as a result of duty.

Officers of the Fire Fighting Division other than Chief and Deputy Chief, shall rank as follows:

- (1) Platoon Chiefs
- (2) Captains

and their duties shall be as hereinafter prescribed.

8. Department Organization and Personnel:

Fire Chief and Deputy Fire Chief

- (1) Administration Division shall consist of the Chief, Deputy Chief and Administrative and Clerical Staff.
- (2) Fire Fighting Division shall include Chief, Deputy Chief, Platoon Chiefs, Captains and all other personnel of the Department who have not been assigned to other Divisions.
- (3) Other Divisions such as the Fire Prevention Division and Communications Division shall consist of the staff assigned by the Chief. These personnel shall be free of all Fire Fighting duties, except in an emergency.

9. **OFFICERS** (duties, etc.)

(1) **Platoon Chiefs**

Platoon Chiefs shall be next in rank to the Deputy Chief. They shall have command of the Platoons, to which they are attached and shall be responsible for the management, efficiency and discipline of their respective Platoons.

(2) **Captains**

Captains shall be responsible for the discipline, training, efficiency and operation of their respective fire companies, and shall be held accountable for the upkeep and protection of all Department property in or assigned to their responsibility.

10. Officers, when in full command at a working fire, shall cause the prompt return to quarters of all fire companies and apparatus not needed at the fire, and take every precaution to prevent the rekindling of fire.
11. Officers, when in full command of a fire of long duration, shall keep in frequent touch with the alarm operator to advise the progress of control and extinguishment and at all times he shall make a preliminary report to the fire alarm operator, immediately on arrival at a fire to advise the location of the fire, type of building involved, the extent of the fire and all other information incidental to the emergency or dangers existing at the scene.
12. The Officer in charge of a fire, after the fire has been extinguished, shall turn the premises over to the owner or occupant, or if either is not present and where it is deemed necessary, to a Police Officer. If necessary a fire fighter shall be left at the scene until the Police arrive to take over.
13. Officers in charge of a fire shall secure all information possible to complete the Fire Alarm Report Card and the Ontario Fire Marshall's Fire Report sheet.

14. Officers in charge of fires where arson is suspected shall order their crews to refrain from disturbing any materials or articles and shall leave conditions as found. Every precaution must be taken in the fighting of such fires to eliminate any unnecessary handling of contents, or excessive water usage to preserve any evidence remaining. Members must also be instructed to refrain from any discussion with anyone regarding such fires and offering any opinions as to cause or method of starting fire. Officer in charge shall detail a member or members of the crew to stand watch at such fires to prevent interference with any evidence. Such watch shall remain at the scene until officially relieved.
15. In the event of fires in buildings where auxiliary fire appliances are installed, Officers will make a note of any usage of same and shall report to the Chief where such appliances are found unserviceable or unapproved.
16. Officers in command of a fire, when a fire is under control, shall clear streets as soon as possible so as to facilitate the movement of traffic.
17. Officers of the Department shall familiarize themselves with factory buildings, apartments, churches, theatres, schools, hospitals, hotels, department stores and any other institutions and this information shall be imparted to the members under their command in training programs. Where a hazardous condition exists in any of these premises, this information shall be promptly submitted to the Chief of the Department in writing.
18. Where a member suffers an occupational injury or illness, a written report of same must be submitted to the general office immediately, so that Compensation forms may be completed. Where such injury or illness requires immediate medical attention, the Officer in charge will see that same is secured.
19. (a) Existing traffic regulations in accordance with the Ontario Highway Traffic Act shall be strictly adhered to at all times by drivers of apparatus or other Department vehicles. When an apparatus is involved in an accident while responding to an alarm and where someone is injured as a result of the accident, arrangements shall be made to transfer the injured to hospital if necessary, or to the attention of a medical practitioner if required. When injuries are sustained as a result of the accident and when damage exceeds a cost of \$50.00, the Officer in charge of the apparatus shall leave the driver, or some other member of the fire company should the driver be injured, to render all possible assistance and report to police officials, before proceeding with apparatus (under the control of a relief driver) to the location of the alarm. A report of such accident shall be submitted to the Chief and the Officer in charge will see that the insurance adjusters are immediately notified.

19. (a) (cont'd)
(The policy of Council, April, 1968, in connection with accidents reads: - "That all charges arising out of alleged traffic violations by members of the Fire Department, when on duty, be brought to the attention of the Fire Chief, and he report such violations to the City Solicitor for his consideration and opinion, and recommendation regarding any action to be taken".)
- (1) Drivers of apparatus and other Department vehicles shall take every precaution when driving on wet roads, (particularly when covered with wet leaves), and on slippery or icy roads during the winter season.
 - (2) Carelessness when driving and handling Department vehicles is expressly prohibited.
 - (3) Members not in possession of a valid Class "D" Licence with Z endorsement shall not be permitted to drive fire apparatus.
 - (4) Members driving Department vehicles will not park within fifty (50) feet of the rear of ladder trucks or aerials, nor shall they obstruct fire hydrants.
- (b) The Fire Chief must be notified by any employee when:
- (1) The employee's driver's license is suspended or revoked;
 - (2) The class of the employee's driver's license changes.
 - (3) Medical advice is received, indicating that the employee should not operate a vehicle either temporarily or permanently.
20. Officers shall be just, firm and dignified in their relations with subordinates, being careful to abstain from violent, abusive or immoderate language in giving orders and directions, as well as in conversation with them. They shall see that all laws, regulations, rules and orders are strictly carried out and obeyed and shall report in writing to the Chief, with a copy to the employee, any incapacity, neglect of duty, disobedience or any violation of any of these Rules and Regulations or any failure to carry out any order of the Chief by any member of the platoon.
21. Officers shall complete the Daily Report sheets as an accurate and complete history of their respective commands for each respective tour of duty. Such reports shall be approved by the Platoon Chief and then forwarded to the General Office.
22. The Officers of the Department, by study and experience, shall endeavour to lay out and prescribe regular routes from their stations to known locations of high value or hazardous or perilous conditions to life and property. These regular routes shall be followed during response to alarms when consistent with safety, weather conditions, or other known factors conducive to a prompt and speedy response.
23. The first Officer to arrive at a fire shall exercise command and control until a Senior Officer arrives.

24. **Pilfering** at a fire will not be tolerated and all articles of value found at the scene of a fire must be turned over to the Officer in charge of said fire for safe keeping, and such articles shall be forwarded to the Chief, who shall be responsible in seeing that they are returned to the owner.
25. All matters to or affecting the Department, proposed or contemplated by members, must be submitted to the Chief of the Department before any action is taken, and members are strictly forbidden to take any part in any proposition contemplating any effect, directly or indirectly, upon the Department or its operation, except after consultation with the Chief.
26. All Officers, when on duty, shall be addressed by the title of their rank by all members of the Department.
27. Chief Fire Prevention Officer

Chief Fire Prevention Officer shall be responsible to the Chief of the Department, for all work of the Division and shall see that all buildings, stores, offices, apartments, etc., are regularly inspected, that records are kept of same and shall report to the Chief any existing hazards found on such inspections made by him or other members of the Division.

28. Where a member is detailed by the Chief of the Department to act in the capacity of an Officer, he shall be allowed all privileges pertaining to such rank, and his orders shall be obeyed in all cases with the same promptness as if given by the Officers regularly holding the rank.
29. Members shall not leave their place of duty under any circumstance, unless permission is granted by a Superior Officer who is authorized to grant such permission.
30. In cases where the Department is working at a fire or other emergency at the designated time for the change of platoons, the Officer in charge of the relieving platoon shall proceed without delay to the scene and report with the relieving platoon to the Officer in charge of the fire.

Where fire companies and apparatus have re-located in other stations as a result of a working fire, the relieving platoon shall report to that point, and relieve their respective companies.

31. Members may be transferred to alternating platoons, other fire companies, or other stations, at the discretion of the Chief, with the efficiency of the Department in view, provided that no member shall lose any time off duty as a result of such transfer.
32. Members shall wear the regulation issue uniform, and excepting war service ribbons or discharge buttons, or membership buttons of a Fire Fighters' Association, the only other uniform adornment permitted shall be badges of rank and St. John's Ambulance Badge. Uniforms shall be properly cared for and kept neat and clean, and tunics and overcoats shall be properly buttoned up in public. Each member shall report for duty cleanly-shaven and in full regulation uniform regardless of the time of going on shift, unless otherwise excused by a Senior Officer. Uniforms or any part thereof shall not be worn when off duty unless permission to do so is granted by a Senior Officer.

1993 03 0.

33. (a) Members while on duty or when in uniform shall not at any time be under the influence of intoxicants or habit-forming drugs or narcotics, and any member under the influence of intoxicants or habit-forming drugs or narcotics, or who is sick on duty or while in uniform as a result of his use thereof, shall be subjected to immediate suspension not to exceed seven (7) days and for a subsequent breach of this regulation shall be subjected to immediate suspension, and following a hearing before the Committee of Council responsible for Fire Protection may be dismissed.
 - (b) Any member absenting himself from duty or failing to discharge his duties because of his use of intoxicants or habit-forming drugs or narcotics may be subjected to immediate suspension not to exceed seven (7) days and for a subsequent breach of this regulation shall be subjected to immediate suspension, and following a hearing before the Committee of Council responsible for Fire Protection may be dismissed.
 - (c) Nothing in this rule shall abridge the right of the Fire Chief to send off duty any member who is unable, for any reason, to properly perform his duties.
34. All footwear worn while in uniform shall be black.
 35. No member shall smoke on fire apparatus while responding to or returning from calls.
 36. No member shall sell, trade, transfer, or loan to any member his badge, clothing or other Department property issued to him or in his charge. All fire Fighting protective clothing and the last issue of regulation uniform shall be the property of the Fire Department.
 37. No member shall use his badge or uniform for any other purpose not required by the performance of his duty.
 38. Profane, immoral or indecent language is strictly forbidden when on duty, and no member shall be guilty at any time of conduct which may, in any manner, be prejudicial to the good reputation, order and discipline of the Department.
 39. No member shall enter any liquor store, cocktail bar, beverage room or any other place where intoxicants are sold or consumed while in uniform unless it be in his line of duty.
 40. No meetings or gathering of persons, not members of the Department shall be permitted in any Fire Station, except as authorized by the Chief, but this shall not be construed to prohibit visitors at the stations, who shall be shown every courtesy, but must not be allowed to loiter or congregate there.
 41. Each employee shall be a full-time employee of the Fire Department and no member shall solicit or advertise his services for hire for remuneration either directly or indirectly.
 42. No member shall directly or indirectly, solicit any influence or intercession with a Senior Officer or member of the Municipal Council for the purpose of affecting his transfer or promotion.

43. Members shall immediately notify the Officer in charge of any incident, accident or injury no matter whether it be slight or serious. The Officer shall forthwith complete and submit an Incident/Accident Report.
44. No member shall gamble with cards or any other instrument or device while on duty, and the playing of cards, darts, etc., shall not be indulged in before 4:00 o'clock P.M. on the platoon working the day shift. (Saturdays, at 12:00 o'clock, noon, providing the work is completed.) The playing of cards, darts, etc., on Sundays, will be permitted after 12:00 o'clock, noon.
45. All Fire Department property, furniture, apparatus and equipment shall be handled and used with all due care to avoid breakage, damage or waste.
46. Members on duty while going to, returning from and while working at fires shall wear the full issue of protective clothing, i.e. fire helmet, waterproof coats, hose key, belt and rubber boots. Members may be permitted to remove their duty coats while fighting grass fires or when returning to station.
47.
 - (a) Off-duty personnel shall not be permitted to work at a fire unless specifically requested by the Senior Officer in charge. Members called back in the event of an emergency will report to their respective station and remain there until ordered otherwise. A complete record of such call backs or authorized assistance showing length of time each member was on duty, will be kept. Officers shall forward such reports to the General Office.
 - (b) Off-duty Fire Fighters will be called back in accordance with the call-back procedure, but nothing in this Article shall prevent the Senior Officer in charge from accepting or requesting public volunteer assistance if, in his opinion, the immediate circumstances warrant it.
 - (c) All members are advised that no Compensation claims will be authorized for injuries sustained at fires to which they voluntarily respond, while off duty, unless such response is authorized by the Senior Officer in charge of the fire.
48. Apparatus sirens shall be used sparingly at night when there is little or no traffic, and no sirens shall be used returning from an alarm.
49. Apparatus from outlying stations filling in at headquarters or other stations will not use sirens unless directed to do so by reason of an emergency.
50. If, on returning to the station from any alarm of fire or other emergency, the apparatus or equipment should require cleaning or servicing, this work shall be done immediately. All personnel shall assist in this duty unless otherwise instructed by the Officer in charge. (Applicable to day shift only, unless Officer in charge deems otherwise.)
51. Beds may be occupied by the members only from 10:00 o'clock P.M. until 7:00 o'clock A.M. No lounging or reclining in a position to indicate sleep will be permitted except in a case of sickness, or fatigue from exertion through actual fire duty immediately preceding. Use of beds restricted to the night shift excepting Sundays.

52. Members will report immediately to the General Office, through the Shift Captain, any change of address or residential telephone number.
53. Department telephones must not be used for other than Department business. Conversation by, and between members of the Department and others outside, except in case of extreme emergency over Department telephones, is expressly prohibited.
54. Members of the night shift will be required to rise at 7:00 A.M. All housework, other than office cleaning, shall be done by the day shift. Unless other duty requires the members to be in fatigue clothes or work dress, members must wash up and be in full uniform before 11:00 A.M.
55. Members reporting for duty must leave their homes in sufficient time to arrive at their place of duty at the appointed hour under any and all circumstances. Tardiness in reporting for duty will not be tolerated.
56. Members desiring an interview with the Chief of the Department shall contact the Officer in charge of the shift and arrange with him for an appointment.
57.
 - (a) Any member of the Department who, while in uniform or while on duty, commits and is convicted of any offence under the Criminal Code, shall be suspended forthwith and may be dismissed following a hearing before the Committee responsible for Fire Protection.
 - (b) Any member of the Department, who, while off duty, commits an act which reflect; in a serious and detrimental manner on the Fire Department may be subject to disciplinary action.
 - (c) Any member charged with an offence for which he may, if convicted, be suspended under Clauses (a) and (b) above, may, before his conviction, be suspended by the Fire Chief provided, however, that if the member is not convicted of an offence for which he may be suspended, he shall be entitled to be paid for the period of his suspension.
 - (d) Any member charged with an offence for which he may, if convicted, be dismissed under Clauses (a) and (b) above, shall, at his hearing with the Committee responsible for Fire Protection if he so desires, be represented by a member of the Association and/or counsel.

* * * * *