

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF
THE CITY OF
GLOUCESTER
AND
LOCAL 1484
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS

January 1, 1998 - December 31, 2000

AGREEMENT FOR 1998, 1999 & 2000

B E T W E E N :

The Corporation of the City of Gloucester,

Hereinafter called the "Corporation"

A N D :

The Gloucester Professional Fire Fighters' Association,

Local 1484,

International Association of Fire Fighters,

Hereinafter called the "Association"

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PREAMBLE: WHEREAS, The Gloucester Professional Fire Fighters' Association, Local 1484, International Association of Fire Fighters, City of Gloucester, Ontario on behalf of the City of Gloucester Fire Department and the Members of Council of the Corporation of the City of Gloucester, have reached an agreement pursuant to The Fire Prevention And Protection Act, and the amendments thereto, and made in pursuance of the said Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH, That the Corporation and the Association hereby mutually covenant and agree as follows:

ARTICLE 1 - APPLICATION

1:01 **Scope:** This Agreement shall apply to all Fire Fighters of the Fire Department of the City of Gloucester except the Fire Chief and the Deputy Fire Chief, and is made pursuant to The Fire Prevention And Protection Act, and the amendments thereto.

1:02 **Probation For New Recruits:** For all employees hired as probationary Fire Fighters after January 1, 1997, the following shall apply:

New Fire Fighters of the Gloucester Fire Department shall be deemed to be on probation. The probation period will be for a period of six (6) months and during this period of time the Fire Fighter will be subjected to a program of training and testing including examination, evaluation and trial to ascertain fitness to become a 4th Class Fire Fighter. Factors to be considered shall include performance, attitude, initiative, personal factors, reliability, adaptability and relationship with others. At any time during this probationary period, if a probationary Fire Fighter is found to be not satisfactory his employment may be terminated by giving two (2) weeks notice or two (2) weeks pay in lieu of notice.

Time in Each Classification: Will be based on completion of the following periods of service in each classification:

- A) Probation - 6 months
- B) 4th Class - 1 year
- C) 3rd Class - 1 year
- D) 2nd Class - 1 year

Advancement: The advancement in each classification shall take place as the result of written, practical and oral examinations, as well as a personal assessment. Examinations will be based on a training program established by the Fire Department. To qualify for advancement, a mark of sixty percent (60%) must be attained in each area, with an overall average of seventy percent (70%). If a candidate is unsuccessful, then a re-test will be done three (3) months from the anniversary date. Failure to advance will result in the red-circling of the Fire Fighter in his classification until he succeeds in qualifying for advancement. Failure to pass the second set of exams will result in the candidate remaining in his classification for an additional three (3) months for a total of six (6) months from the anniversary date, at which time the testing will be repeated for a third and final time. Failure to successfully qualify as a result of the third testing will constitute just cause for termination. Applicants are entitled to a re- test on exams failed

or to attain an overall average of seventy (70%). If no tests are conducted by the Department, then advancement to the next higher classification is automatic upon the completion of the above time periods. Notice of examination shall be posted in each Fire Station at least thirty (30) days prior to the date for such examination.

- 1:03 **Recognition:** So long as not less than fifty percent (50%) of the Fire Fighters belong to the Association, as provided in The Fire Prevention And Protection Act , The Corporation recognizes the Association as the sole collective bargaining agency for the Fire Fighters of the Gloucester Fire Department coming within the scope of this Agreement in respect to wages, hours of work, pensions and all working conditions.
- 1:04 **No Discrimination:** There shall be no discrimination or intimidation shown against any Fire Fighter of the Gloucester Fire Department for Association activities.
- 1:05 **Association Dues:** All present and future Fire Fighters shall pay to the Association the regular Association dues, but shall not be required to become members of the Association unless they so desire.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2:01 The Association recognizes that it is the exclusive function of the employer to direct the work force including, but not limited to, the right to control the working operations, hire, promote, transfer, classify positions, maintain order, improve efficiency and discipline, suspend or discharge employees for cause subject to the express provisions of this agreement and The Fire Prevention And Protection Act.

ARTICLE 3 - ADJUSTING GRIEVANCES

- 3:01 **Grievance Definition & Requirements:** A grievance shall be defined as an alleged violation of the Collective Agreement. Grievances and requests for hearings shall be submitted in writing stating the cause for the grievance, the Article(s) alleged to be violated and the redress sought and responses to grievances shall be in writing giving reasons for the decision reached. An earnest effort shall be made to settle grievances in the following manner:

Step 1: The aggrieved Fire Fighter shall submit the grievance to his Grievance Committee within five (5) days of the incident giving rise to the grievance.

Step 2: If the Grievance Committee considers the grievance to be justified the committee shall within five (5) days request a hearing with the Chief. The Chief shall meet with the Committee and the Fire Fighter concerned within five (5) days after receipt of such a request and shall render his decision within a further five (5) days.

Step 3: Failing a satisfactory settlement being reached in Step 2, the Committee shall, within five (5) days request a hearing with the City Manager. The City Manager shall meet with the Committee and the Fire Fighter concerned within five (5) days after receipt of such a request and render his decision within a further five (5) days.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Committee shall within one (1) month implement the provisions of The Fire Prevention And Protection Act, PART IX, Section 53, with the proviso that the one (1) person Board of Arbitration may alter the decision of the City Manager and may hand down what he/she deems to be fair and equitable punishment.

NOTE: Time limits will be exclusive of weekends and statutory holidays and may be extended with the agreement of both parties.

3:02 **Incident:** In case of an incident arising in which an Association member may be subject to discipline or discharge the Association member involved shall be advised by his Officer that the incident will be reported to the Fire Chief or his replacement. The subsequent written report to the Fire Chief shall be directed to the Fire Chief and the Association member concerned. The Fire Chief shall, within three (3) days, of having received the written report investigate the incident, taking the necessary action and advise the persons involved, in writing of the reasons for his action. Fire Fighters shall be given the right to Association representation, if they so desire. It is understood that if The Fire Prevention And Protection Act is amended in such manner as to remove members' rights to appear before Council in the event of dismissal, then members' shall have the right to do so under the terms of this Collective Agreement.

NOTE: Time limits will be exclusive of weekends and statutory holidays and may be extended with the agreement of both parties.

3:03 **Disciplinary Notations:** Any notations of a disciplinary nature or action shall be removed from a Fire Fighter's file after seven (7) years from the date of the original notation.

ARTICLE 4 - PROMOTIONS

4:01 **Promotion Board:** The Fire Chief shall establish a Promotion Board, comprised of the Chief and the Deputy Chief and the Director of Human Resources, or designate acceptable to the Association and himself, as Chairman with one (1) member of the Association present as an observer .

4:02 **Vacancies:** Within two (2) months of any Officer position within the bargaining

unit being vacated in the Fire Department, the Promotion Board shall initiate procedures to fill the vacancy from the Gloucester Fire Department in accordance with the terms and conditions of this clause. The make-up of the Promotion Board shall not change during the particular promotion action, except to the extent agreed upon by both parties.

4:03 **Promotion Process:** Vacancies within the bargaining unit will be filled by means as follows:

For All Officers' Positions:

| | | |
|-------------------------|---|---------|
| Written Examination | - | 33 1/3% |
| Practical Examination | - | 33 1/3% |
| Oral Examination and/or | | |
| Aptitude tests | - | 33 1/3% |

Minimum Score: To be eligible for promotion, a candidate must receive not less than 60% in any examination with an overall point score of not less than seventy-five (75) points, including seniority. The application of seniority as specified herein:

4:04 **Seniority For Promotional Purposes:** Shall be calculated from the date of employment as a Probationary Fire Fighter with the "Gloucester Fire Department". Any Fire Fighter whose continuity of service has been broken for any reason (the Canadian Armed Forces in time of conflict, excepted) shall be considered a new Fire Fighter and seniority years of service of such Fire Fighter shall be calculated from the date of re-entry into the Gloucester Fire Department.

Seniority Points: Shall be allocated on the basis of one-twelfth (1/12) of a point for each completed month of service, with the cut-off date for accumulation being one (1) week prior to the date of examination as in 4:05(c). Seniority points shall be accumulated as follows:

From 1st Class Fire Fighter to Officer: Unlimited Points.

From Officer to Officer: Once the Fire Fighter is promoted to a rank of Officer, seniority points for the purpose of further promotions shall be accumulated based on years of service 4:04 plus one-twelfth (1/12) point for each month as an Officer without a limit to points accumulated. Seniority points at the Officers' level apply to advancement within the same division.

4:05 **Conditions:** The following conditions apply to all promotions:

- A) **Eligibility:** In order to be eligible to write the qualifying examination for an Officer, one must have six (6) years as 1st Class Fire Fighter. To be eligible to

write examinations for Platoon Chief, Chief Instructor, Chief Inspector, the Officer must have been an Officer at the next lower rank of that division for one (1) full year.

- B) **Notice of Examination:** Shall be posted in each Fire Station at least thirty (30) days prior to the date for such examination.
- C) **Submit Intention In Writing:** After the posting of examination dates, the member shall be required to submit in writing to the Chief at least one (1) week prior to the date of the examination, their intention of participation in the promotion examinations.
- D) **The Examination Questions:** Shall be established by the Promotion Board. The questions will be taken from the Gloucester Fire Department Training Manual, or any other appropriate material, so long as such material is provided to all members who are writing the examination. The written examination should consist of approximately two hundred (200) questions.
- E) **Minimum Score:** To be eligible for promotion, a candidate must receive not less than sixty percent (60%) in any examination with an overall point score of not less than seventy-five (75) points including seniority.
- F) **Overall Point Score:** Promotions will be given to the candidates with the highest overall point score. In the event of equal marks, seniority shall be the determining factor. Should the top-scoring candidates with equal marks also have equal seniority as defined by this Article, the Promotion Board will set up a second oral exam, the outcome of which shall determine the successful candidate.
- G) **Results:** The result of his qualifying examinations will be given to each candidate. All marks and results will be treated with the strictest confidence by all members of the Promotion Board and the Association observer.
- H) **Examination Papers:** Remain the property of the Fire Department and will be filed in the Fire Chief's office where a candidate may review his paper and verify his marks within fifteen (15) days of receipt of his results.
- I) **Medical Exam:** The successful candidate must pass a medical examination to determine whether he is medically fit to perform the duties he will be required to perform, prior to his appointment being confirmed.
- J) **Promotion Board Final Responsibility:** It is recognized that the Promotion Board has the final responsibility for the selection of a member of the Fire Department for promotion.

4:06 **Officer Probation:** On appointment to any Officer rank, the Officer shall be deemed on probation for a six (6) month period. If, at any time during the probation period, the Promotion Board is not satisfied with the performance of the Probationary Officer, he will be reinstated to his former rank and will not be eligible for consideration for a further promotion for a period of one (1) year.

If, during the probation period, a position becomes vacant, it shall be filled by the eligible candidate having the next highest score based on the results of the last competition for the position.

4:07 **Two-Year Eligibility:** If, in the next twenty-four (24) months, a position in the same division and rank becomes vacant, it shall be filled by the eligible candidate having the next highest score, based on the most recent competition. There will be an examination process held bi-annually (every second year) in order to establish a candidate list for the Captain classification in the Operations Division. Such examination process shall take place during the months of March or April. Subject to operational requirements, all other Officer competitions within the bargaining unit will be held when a vacancy occurs.

4:08 **Request To Return To Previous Rank:** Upon written request to the Fire Chief, due to medical or personal reasons, any officer wishing to return to his previous rank may be granted this request at the first available vacancy.

ARTICLE 5 - CLASSIFICATION AND SALARY

5:01 **Schedules:** Effective January 1st 1998 and up to and including December 31st 2000, the classifications and salaries shall be as per Schedules "A" and "B" attached.

Annual Rates: The annual rates given are the official rates. For payroll purposes the bi-weekly pay rates will be calculated by utilizing the following formula:

$$\frac{\text{Annual Salary} \times 7}{182.6}$$

5:02 **Overtime:** All Fire Fighters required to work over and above the average forty-two (42) hours per week shall be paid at an hourly rate of one and one-half (1½) times the regular rate of pay for the respective classifications. The call back system utilized will be as agreed to by the Chief and the Association. The system as agreed will be as follows:

FIRE FIGHTER/OFFICER OVERTIME WHEN OVERTIME IS REQUIRED

I. Determination of Officer or Fire Fighter Required:

When overtime is required, call in an Officer when three (3) or more Officers are off duty. When less than three Officers are off duty, call in a Fire Fighter on overtime.

Note: For the remainder of 5:02 'Fire Fighter' shall refer to both Fire Fighters and Officers alike.

Note: Two separate overtime lists will be kept, one for Officers and one for Fire Fighters.

II. **System:**

A) Call in a Fire Fighter starting from opposite platoon.

B) Start with first open name on top of overtime list.

C) If no Fire Fighter is available from the opposite platoon, call the first Fire Fighter on the "Off Shift Platoon", if none, call the first Fire Fighter on the platoon working along side your own.

D) No one is to work more than 24 hours in a row except in case of an emergency.

III. **Procedure:** When a Fire Fighter is called for overtime.

A) If the overtime is accepted by the Fire Fighter, put down date of telephone call, cross off the Fire Fighter's name from the list and place his name at the bottom of the list.

B) If the Fire Fighter is not home, leave a message on the answering machine where applicable.

- DO NOT cross name off list.
- Put down date and time of call.
- Move to the next Fire Fighter on the list.

C) Let the telephone ring at least 6 times before going on.

D) If busy, wait approximately 1 minute and call back. If the line is still busy put the time and date down then move to the next Fire Fighter.

IV. **Conditions:**

A) Fire Fighters are not eligible for overtime if on:

- 1) Holidays/Annual Leave
- 2) WSIB
- 3) Sick Leave
- 4) Compassionate/Bereavement

B) 24 hour shifts WILL BE split into 10 and 14 hour shifts.

C) Overtime is to be given one shift at a time, one day at a time.

For example, if a platoon knows it requires overtime for 3 shifts in a row, the overtime will be filled starting with the 1st day, then the 2nd etc...

D) To offer Fire Fighters a choice of shifts is not an acceptable practice.

and E) If the called Fire Fighter can work the 1st day offered, his name shall be crossed-off put to the bottom of the list and then the rotation will continue.

F) When a dispatcher is ordered by an Officer to alter the overtime list, he will write the Officer's name, date, time of incident, Fire Fighter involved and submit such to the 2nd Vice-President of the Association.

V. **Overtime Example:**

"B" platoon needs an Fire Fighter on overtime for July 1st, 1994

1st - Go to "A" platoon overtime list.

2nd - For example it looks like this:

| <u>Fire Fighter</u> | <u>O/T accepted</u> | <u>Date/Time called</u> | <u>Platoon</u> |
|---------------------|---------------------|-------------------------|----------------|
| A#1 | | 6/21/94 5:00 pm, | |
| A#2 | x | 6/21/94 5:02 pm, | "B" |
| A#3 | x | 6/22/94 4:33 pm, | "B" |
| A#4 | x | 6/22/94 4:40 pm, | "B" |
| A#5 | x | 7/01/94 7:00 am, | "B" |
| A#6 | | | |
| A#7 | | | |
| A#2 | | | |
| A#3 | | | |
| A#4 | | | |
| A#5 | | | |

A#1 was called on June 21, not home when called; A#2 accepted the overtime on June 21; A#3 accepted overtime June 22; A#4 accepted overtime on June 22.

Overtime required on July 01; Dispatcher would call A#1 first; if he is not home, dispatcher will enter date/time and then call A#5. A#5 accepts the overtime.

Next time "B" needs overtime Dispatcher starts at A#1, then A#6 and so on.

**** OVERTIME TO BE GIVEN ONE SHIFT AT A TIME.****

5:03 **Service Pay:** Applies only to Fire Fighters hired prior to December 31, 1979. Each Fire Fighter who has completed (8) years service in the same rank with the Department shall, in addition to the salary set out in Article 5:01, receive a service bonus in accordance with the following schedule:

- After 8 Years - \$50.00 per year;
- After 13 Years - \$100.00 per year;
- After 18 years - \$150.00 per year;
- After 23 years - \$200.00 per year.

Service Bonus Paid In December: The above service bonus to be paid on the first payday of December in each year when otherwise so entitled.

5:04 **Payday:** Members of the Association shall be paid on every second Thursday. Payroll advice will be picked up the day before. The employer will direct deposit to a bank account as specified by the member.

5:05 **Pay for Acting Rank:** A Fire Fighter who is required, by the authority of the Chief, to act in the capacity of a higher rank must have a minimum of six(6) years seniority as a 1st Class Fire Fighter on the Gloucester Fire Department. The Fire Fighter shall be paid acting pay at the rate of that paid to the Fire Fighter of the higher job classification for each hour so authorized. Members of the Gloucester Fire Department shall not act in a capacity of more than one (1) rank above that which the member already holds within the bargaining group. The need to appoint a Fire Fighter to acting rank shall be determined by the Chief.

5:06 **Court Time:** Court time shall be deemed to be time spent by a Fire Fighter in his off-duty hours, in attendance at any Court, Civil, Inquest, Inquiry, Trial or Hearing arising out of the course of his employment as a Fire Fighter. Pay shall be at the overtime rate with a minimum payment of three (3) hours at the overtime rate. Monies paid as witness fees or similar will be paid to the Municipality.

5:07 **Call-Back:** A Fire Fighter who is called in after returning home and required to work outside his regular shift shall be paid, from the time he assumes his duties, for a minimum of three (3) hours at the overtime rate.

5:08 **Elections:** Employees who wish to vote in Municipal, Provincial or Federal Elections for which they are qualified shall make every effort to do so in such a way so as not to disrupt the operation of the Department or to cause call-back of other Fire Fighters. It being recognized that Advance Polls have been established for this purpose.

5:09 **On Call:** Fire Prevention Officers and a Civilian Mechanic who are on call shall receive ten (10) lieu days off in lieu yearly for being on call.

ARTICLE 6 - DEPARTMENTAL RULES

6:01 All Fire Fighters shall be subject to the regulations of the Department set out in resolutions of the Corporation, and to all regulations passed amending them, except to such extent as such regulations may conflict with this Agreement. The Association shall be notified of additions and amendments to the Code of Conduct prior to implementation by the Fire Chief.

ARTICLE 7 - ANNUAL LEAVE

7:01 **New Recruits:** During the first calendar year of employment, after having been

employed for six (6) months, probationary Fire Fighters shall be entitled to one (1) day's paid vacation for each month of service to a maximum of one (1) week. This vacation must be scheduled and taken during the first calendar year.

7:02 **Vacation Entitlement:** Fire Fighters shall receive an annual vacation with pay as follows:

- 1) After one (1) year's service - 2 weeks annually
- 2) After four (4) year's service - 3 weeks annually
- 3) After ten (10) year's service - 4 weeks annually
- 4) After fifteen(15)year's service -5 weeks annually
- 5) After twenty-five(25)year's service-6 weeks annually

The above vacation entitlement shall become effective during the calendar year in which the employee's qualifying anniversary date occurs.

7:03 **Vacation Schedule & Procedure:** All holidays will be scheduled as agreed to by the Chief and the Association. The schedule will be on a seniority basis with the holidays commencing on a Monday. A maximum of three (3) weeks may be booked consecutively in any booking period. After each Fire Fighter completes his/her first booking (of either one (1) week, two (2) weeks or three (3) weeks consecutively), then the next senior Fire Fighter in succession will continue with the process of booking one (1) week, two (2) weeks or three (3) weeks consecutively in each booking.

This procedure will continue until the seniority list has been exhausted after the first round of bookings. Thereafter the bookings will continue by reverting back to the top of the seniority list, and repeating the process of booking an additional one (1) week, two (2) or three (3) weeks consecutively until each Fire Fighter has completed his allotment of holidays.

Fire Fighters entitled to two (2), three (3), four (4), five (5) or six (6) weeks annual vacation may schedule the two (2), three (3), four (4), five (5) or six (6) weeks on a split basis if agreed to by the Chief and the Association. At a time acceptable to the Chief and the Association and, subject to the Chief's concurrence, there shall not be any requirement for a Fire Fighter to use two (2) or more weeks of his annual vacation entitlement consecutively.

Day Workers: Members of the following Divisions will be permitted to take up to a maximum to two (2) weeks of their annual vacation allotment on a one-day-at-a-time basis:

- Fire Prevention Division
- Training Division
- Public Relations and Communications
- Mechanical Division

Prime Time Defined: For the purpose of scheduling vacations only, prime time is considered to be from Jan.1st - Dec.31st.

7:04 **Seniority Application in Annual Leave:**
For the purposes of annual leave, seniority shall be determined in the following manner:

A) **Entitlement:** To determine the number of weeks of annual leave that an employee is entitled to, seniority shall be calculated from the date the employee was hired by the City of Gloucester, on a full time basis, where the continuity of service has not been broken.

B) **Scheduling:** For the purposes of scheduling annual vacation, seniority shall be calculated from the date the employee was hired on a full time basis as an employee of the Gloucester Fire Department.

Fire Fighters With Equal Seniority: With regard to vacation scheduling only, members having equal seniority shall rotate their respective positions on the seniority list annually, if an individual's seniority has not been established (between those Fire Fighters having the same employment date) upon being hired.

7:05 **Vacation Time Non-Accumulative:** No Fire Fighter shall have the right to accumulate vacation and shall be required to take his allotted time-off prior to December 31st in any year. However, where the exigencies of the Department allow, the Fire Chief may permit a Fire Fighter to schedule vacation in December so that the last week of his annual leave overlaps into the next year. This last week of annual vacation shall be charged to the calendar year in which the vacation commenced.

7:06 **Vacation Cancellation:** A Fire Fighter may cancel annual vacation due to certified illness or accident prior to the commencement of annual vacation. Re-booking not to conflict with previously booked annual vacation.

Any vacation entitlement that is carried over to another year, must be taken in the following year. Rescheduled vacation time will not form part of the Fire Fighter's vacation allotment for the purposes of the rotation system used to schedule vacation time. The Fire Fighter must reschedule and take his unused vacation time from the previous year after the rotation system bookings have been exhausted for the following year.

7:07 **Lottery for Cancelled Vacation Time:** All Fire Fighters wishing to make use of cancelled vacation time, may enter a draw to determine the Fire Fighter to be granted the booking of the cancelled vacation time. The successful Fire Fighter must then cancel the equivalent amount of his/her previously booked vacation time.

ARTICLE 8 - STATUTORY HOLIDAYS

8:01 **Statutory Holidays (Lieu Days) Defined:** All Fire Fighters shall receive the following statutory holidays, and any other Federal statutory holiday or any Provincial or Gloucester proclaimed holidays:

- | | | |
|------------------|-----------------|-------------------|
| 1)New Year's Day | 5)Canada Day | 9)Remembrance Day |
| 2)Good Friday | 6)Civic Holiday | 10) Christmas Day |
| 3)Easter Sunday | 7)Labour Day | 11) Boxing Day |

4)Victoria Day 8)Thanksgiving Day 12)One additional day

New Recruits: During the first calendar year of employment, to be eligible to receive the statutory holiday as stated in 8:01 12), the employee must have commenced employment prior to July 1st, of that year.

8:02 **Lieu Day Scheduling & Procedure:** All Lieu Days will be scheduled as agreed to by the Chief and the Association. The procedure for scheduling Lieu Days is set out in a letter of understanding attached to this collective agreement.

8:03 **Unused Lieu Days:** In the event that any Fire Fighter has any such statutory holidays unused due to sick leave, WSIB, LTD, and/or retirement standing to his credit on December 31st, in any year, such holidays must be rescheduled and taken during January of the following year. In the event that it would be impossible to schedule time off in the month of January any outstanding statutory holidays remaining to the employees credit will be paid at one and a half (1½) times salary for the equivalent of a twelve (12) hour day for his classification for each such unused holiday.

Lieu Day Payment Option: Effective January 1st, 2000, employees shall have the option of accepting payment in lieu of time off at the rate of ten (10) hours at straight time per lieu day. This option is limited to three (3) lieu days per year.

8:04 **Minimum # of Persons Permitted on Vacation & Lieu Days:** The employer agrees to allow as a minimum the following:
10% of platoon complement shall be permitted to be off duty on annual vacation

IE. Platoon complement of:
25-34.....minimum of 3 permitted on vacation
35-44.....minimum of 4 permitted off on vacation
and so on in the same fashion as well as, 10% of
platoon complement shall be permitted to be off duty on Lieu days.

IE. Platoon complement of:
25-34.....minimum of 3 permitted off on Lieu days
35-44.....minimum of 4 permitted off on Lieu days and so on in the same
fashion at any one time.

8:05 **Stat. Pay:** Effective, Jan. 01, 2000 an employee required to work on a Statutory Holiday, in addition to his regular salary, shall receive a premium rate of one quarter (1/4) the employee's regular hourly rate for each hour worked by the employee during his first six statutory holidays in a calendar year. Any employee who works in excess of six statutory holidays in a calendar year will attract a premium rate of one half (½) the employee's regular hourly rate for each hour so worked.

Hours Defined: For the purposes of this section, the Statutory Holiday shall commence at 8:00 a.m. for a twenty four (24) hour period terminating the following morning at 8:00 a.m.

Hourly Rate: Shall be as per attached schedules “A” and “B”, as determined by the Official rate.

Payment: Shall be made to the employee within thirty (30) days of such holiday.

ARTICLE 9 - SICK LEAVE AND GROUP BENEFITS

9:01 **Sick Leave:** All Fire Fighters shall receive a credit of one and one-half (1½) days of leave of absence with full pay for each completed month of service to be used for sickness or accident not occasioned by or suffered in the performance of their duty. Provided further if any Fire Fighter leaves the force after five (5) years' service or in the event of his death regardless of length of service, there shall be paid to such Fire Fighter or, in the case of death, to his estate, a terminal allowance equal to fifty percent (50%) of his accumulated sick leave standing to his credit at the time of such termination of employment, to the statutory maximum, such pay out shall be based upon a twelve (12) hour day.

9:02 **Shifts Defined For Sick leave Accreditation:** For purposes of calculating the number of days to be deducted from the accumulated sick leave credits of a Fire Fighter who is absent from duty by reason of sickness from a regularly scheduled work shift, both the ten (10) hour shift and the fourteen (14) hour shift shall be deemed to be equivalent to one (1) day of sick leave, and the twenty-four (24) hour shift shall be deemed to be equivalent to a ten (10) hour and a fourteen (14) hour shift.

Less Than One Day Absence: A deduction shall be made from accumulated sick leave for all days absent on account of illness; absence for less than 50% of a shift shall not be deducted; absence for more than 50% of a shift but less than a full shift shall be deducted as one half (½) day.

9:03 **Transfer of Sick Leave:** An employee will be allowed to transfer sick leave credits from his accumulated credit to that of another employee, provided that the total amount of sick leave transferred does not exceed the immediate requirements of the employee receiving such credits, upon submission of the appropriate authorization by the Association to the employer.

The transferring employee must retain for his own use at least one (1) day per month of sick leave credits (12 credits).

9:04 **Medical Certificates:** The Fire Chief may require a medical certificate in the event of absence due to accident or illness. The cost of Doctors Certificates, if requested by the Chief, are to be borne by the employer to a maximum of \$15.00 per certificate. Where a Fire Fighter is off on sick leave or off on Worker's Compensation Benefits for fourteen (14) shifts or more he shall, upon request, have submitted to the Fire Chief by his Doctor interim reports and a final report.

9:05 **Before Returning to Duty:** A two (2) hour notification period shall be given to Central Dispatch.

9:06 **Injured on Duty**: Every Fire Fighter off duty as a result of personal injury by accident arising out of and in the course of his employment within the meaning of the Workplace Safety and Insurance Act shall be provided with free hospitalization and medical care and full salary during the period off duty.

9:07 **Bereavement & Compassionate Leave**: A Fire Fighter shall be entitled to leave of absence with full pay on the following basis provided that any of the leave permitted is coincidental with days at work and not used to compensate for loss of time during days off work. The Platoon Chief shall have the interim discretionary powers of the Fire Chief on night shifts and weekends, and when the Chief and Deputy Chief and Acting Chief are unavailable, in regards to the approval of leave as outlined in A) through E). It should also be noted a "serious illness" is an emergency and unforeseen:

- A) Serious illness or death of spouse, child, father or mother, three (3) consecutive days shall be granted.
- B) Death of brother, sister, father-in-law, or mother-in-law, spouse's brother or sister, three (3) consecutive days shall be granted.
- C) Serious illness of brother, sister, father-in-law or mother-in-law, one (1) day shall be granted.
- D) Death of grandfather or grandmother, one (1) day shall be granted.
- E) Birth of or adoption of a young child, two (2) days shall be granted.
- F) **Leaves Limited**: Leaves of Absence for (A) through (E) above shall be limited to a total of six (6) days per calendar year and shall not accumulate from year-to-year.
- G) **Extensions**: For an extension concerning length of leave of absence or reason for leave of absence, application must be made to the Chief.
- H) **Quarantine**: The time shall be designated by the Medical Officer of Health.

9:08 **Extension of Sick Leave**: The Chief, on the written recommendation of any Medical Doctor, may grant leave of absence without pay for a period not exceeding one (1) month in any calendar year as an extension of the leave of absence provided in paragraph "9:01". All such leave shall be reported by the Chief to the Corporation.

9:09 **Group Life Insurance**: All Fire Fighters of the Municipality, from commencement of employment, must be covered by a Group Life Insurance Plan. The amount of insurance will be 2 x's annual earnings (rounded off to the next higher even multiple of \$1,000.). The cost of this plan is 100% paid by the Municipality. New employees may be required to produce satisfactory evidence of insurability. The Municipality agrees not to change the carrier without prior consultation with the Association.

Optional Life Insurance: The employer agrees to increase the available maximum coverage of Optional Life Insurance for a “Dependent Life” to 50% of the employees salary. The cost of this Optional Insurance is paid by the employee.

9:10 **Health Insurance & Major Medical Plan:** All Fire Fighters of the Municipality, from commencement of employment, must be covered by the Ontario Health Insurance Plan through the Employer Health Tax and Supplementary Health Insurance providing benefits for semi-private hospital accommodation and a Major Medical Plan, unless the necessary waiver card is signed establishing the employee has similar coverage through his/her spouse's employer. The cost of these plans are 100% paid by the Municipality. New employees may be required to produce satisfactory evidence of insurability. The Municipality agrees to not change the carrier without prior consultation with the Association.

9:11 **Group Long Term Disability Insurance:** All Fire Fighters of the Municipality, from commencement of employment, must be covered by a Group Long Term Disability Insurance Plan. The benefit amount is 75% of gross earnings (maximum of \$4,500./per month) after a seventeen (17) week qualifying period. The cost of this insurance plan is 100% paid by the Municipality. New employees may be required to produce satisfactory evidence of insurability. The Municipality agrees not to change the carrier without prior consultation with the Association.

9:12 **Extended Medical Leave:** The Fire Chief, having in mind the exigencies of the Department, and with due consideration to the wishes of the employee involved, may, at the discretion of the employer, grant an extension up to 36 months to provide a window of opportunity for re-entry back into the workforce upon the

following conditions:

- ← That modified work is available
- ← That within the third year of absence, and at the discretion of the employer, modified work may be provided
- ← Subject to a complete medical exam by physician selected by employer
- ← Subject to successful completion of a medical exam (above), and
- ← Subject to successful completion of a retraining and retesting program.

All the above conditions must be met.

9:13 **Employees Who Are in Receipt of an LTD Disability Benefit:** Shall be allowed to continue the following insurance coverages, for a period of two (2) years from commencement of receipt of long term disability benefits:

- ← Basic Group Life Insurance
- ← Basic Group Accidental Death and Dismemberment Insurance

- ← Semi-private Hospital and Major Medical Insurance
- ← Vision care Insurance
- ← Dental Care Insurance

whether or not such person is considered to be an employee during such two (2) year period, provided that such person was participating in the above noted benefits prior to the date of disability. The employer shall pay 100% of the monthly premium costs of the benefits. The Municipality agrees to not change the carrier without prior consultation with the Association.

9:14

Dental Insurance: All Fire Fighters of the Municipality, from commencement of employment, must be covered by a Dental Care Insurance Plan, unless the necessary waiver card is signed establishing the employee has similar coverage through his/her spouse's employer, or for other circumstances which meet the terms and conditions of the master dental plan contract.

Dental Plan to Form Appendix: The contract covering the Dental Care Insurance Plan shall form an Appendix to this Agreement. The cost of this plan shall be borne by the municipality. The municipality shall have the right to change its insurance carrier for this plan at any time so long as the benefits and conditions of any new proposed plan are equal to or superior to the Dental Plan to be replaced, and the Association has been notified in writing at least 30 days prior to such change taking place by the Corporation.

Major Restorative (50% co-insurance): Effective January 1st, 1989 the employer agrees to add the same Major Restorative (50% co-insurance) option, as currently enjoyed by various other City employee groups, to the current routine Dental Care Insurance Plan coverage. The cost of this additional coverage will be paid fully by the employer. Effective July 1st, 1990, the current O.D.A. fee schedule shall be implemented and used year to year for the reimbursement of services under the insurance plan.

9:15

Vision care Insurance: Effective December 31st, 1997, the existing Vision care Insurance Plan shall be amended to provide:

- ← \$175.00 maximum claim each twenty-four (24) months per insured person.

The employer agrees to pay 100% of the monthly premium cost for this Insurance Plan.

9:16

Employees in Receipt of an OMERS Disability Pension: Effective July 1st, 1990, employees who are in receipt of an OMERS Disability Pension or who are in receipt of an OMERS Retirement Pension will be allowed to continue the following insurance coverages to age 65 provided the employee satisfies all insurability requirements:

- ← Basic Group Life Insurance;
- ← Basic Group AD&D Insurance;
- ← Semi-Private Hospital and Major Medical Insurance;
- ← Vision Care Insurance;
- ← Dental Care Insurance.

The employer shall pay 100% of the monthly premium costs of the benefits,

provided such person was participating in the above-noted benefits prior to the date of his/her application for either the OMERS Disability Pension or OMERS Retirement Pension

9:17

Special Entitlement to Widows/Widowers of Fire Fighters Killed in the Course of Duty: All Fire Fighters of the Municipality, from commencement of employment, must be covered by an additional Group Accidental Death and Dismemberment Insurance plan providing that survivors of Fire Fighters killed in the course of duty, as defined by the Workplace Safety and Insurance Act, shall receive two (2) times annual salary, in addition to the current group life insurance plan as specified in Article 9:09, to a maximum of four (4) times annual salary. The cost of this plan is 100% paid by the Municipality.

ARTICLE 10 - ASSOCIATION BUSINESS

10:01

Association Leave: Association members shall be granted time off without loss of pay to attend the annual convention of The Ontario Professional Fire Fighters' Association subject to the following:

- ← Maximum permitted total time off without loss of pay not to exceed 8 man-days (shifts).
- ← The Chief must be given seven (7) days advance notice.
- ← The number of members granted permission will be limited to four(4), with additional members being granted leave at the discretion of the Chief to the extent that the regular operation of the Department permits.

10:02

Association Meetings: The Association shall have permission to conduct its meetings in the Fire Hall conference room on dates and at times approved by the Fire Chief.

10:03

Dues Deducted @ Source: Upon written request of each Fire Fighter, the Corporation agrees to deduct Association contributions from each Fire Fighter salary monthly and remit the amount deducted to the Treasurer of the Association. The written request shall be on a form agreed upon by the Corporation and the Association.

10:04

Leave to Administer Agreement: The President and up to three (3) additional members of the Association shall be granted such leave of absence without loss of pay, as may be necessary for the proper performance of duties of their office as they relate to the administration and negotiation(provided the negotiations do not cause overtime; in such instances the Association will provide a replacement) of this agreement, to the extent that the regular operation of the department will permit at the discretion of the Chief, and which discretion shall not be unreasonably exercised.

10:05

Bargaining Committee: In the event of either party wishing to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement, but in no event shall the meeting be held longer than fifteen (15) working days after a written request for such a

meeting has been made.

ARTICLE 11 - PENSION PLAN

- 11:01 **OMERS - Basic:** All Fire Fighters of the Municipality, from commencement of employment are enrolled in the Basic Plan, with retirement at age sixty (60). The employer agrees to pay 50% of the prescribed rate and the employee agrees to pay 50% of the prescribed rate.
- 11:02 **OMERS - Supplementary Plan:** The Corporation has purchased a Type I Pension Plan with Canada Pension Plan offset to age sixty-five (65). Eligibility will be on the same basis as in Article 11:01.
- 11:03 **The Normal Retirement Date:** For members of the Gloucester Fire Department who have a normal retirement age of sixty (60), shall be the last pay day of the calendar month in which the member attains sixty (60) years of age.
- 11:04 **Acting Pay Considered as Contributory Earnings:** Effective September 10th 1999, all active members of the Gloucester Fire Association who have a normal retirement age of sixty (60), upon reaching forty-five (45) years years of age, shall have Acting pay earned while in an acting rank considered as contributory earnings for purposes of the OMERS pension plan. It is understood that the above shall be effective the first pay of the month following the month in which the member reaches age forty-five (45). This provision will not apply to members of the Fire Association who have retired prior to September 10th, 1999.
- 11:05 **Stat. Pay Considered as Contributory Earnings:** All Fire Fighters of the Municipality shall have premium pay earned as a result of Article 8 - Statutory Holidays considered as contributory earnings for purposes of the OMERS pension plan.

ARTICLE 12 - CLOTHING AND EQUIPMENT

- 12:01 **Initial Equipment Issue:** The following items of equipment will be issued to each Fire Fighter:
- 1 Set of Can CGSB Approved Bunker Gear as required,
 - 1 Pair of Rubber Boots with safety soles and toes as required,
 - 1 Safety Helmet as required,
 - 1 Pair Fire Fighting Gloves as required,
 - Tinted Safety Goggles will be provided on Fire Fighting Vehicles,
 - 1 Folding Spanner upon availability,
 - 1 One-Way Pocket Valve Mask,
 - 1 Pair Coveralls as initial issue,
 - 1 Pair Safety Footwear,
 - 1 Flash Hood.
- 12:02 **Initial Uniform Issue:** A full uniform consisting of the following items of clothing will be issued to each Fire Fighter upon reclassification to the rank of 4th Class

Fire Fighter:

- 1 Tunic
- 1 Burberry Coat
- 1 Pair of Dress Shoes
- 2 Uniform Pants (Summer and/or Winter)
- 4 Uniform Shirts
- 1 Storm Coat
- 1 Pair of Galoshes
- 1 Pair of Dress Gloves
- 3 Uniform Ties
- 1 Uniform Cap
- 2 Fatigue Pants
- 2 T-Shirts SS
- 2 T-Shirts LS

12:03 **New Recruits Clothing Issue:** Upon employment with the Fire Department, probationary Fire Fighters shall be issued the following items of clothing:

- 3 T-Shirts SS
- 3 T-Shirts LS
- 2 Sweat Shirts
- 3 Fatigue Pants
- 1 Pair of Safety Footwear

12:04 **Clothing Point System:** Each year following the initial issue a Fire Fighter will be entitled to order uniform clothing items to a maximum of 100 points. Members of the Fire Prevention Division, Training Division, Public Education Division and the Communications Division will be entitled to a maximum of 190 points.

Points will be allocated to items of clothing as follows:

| <u>Dress Uniform</u> | | <u>Station Wear</u> | |
|-----------------------------|-----------|----------------------------|-----------|
| Tunic | 77 points | T-Shirt SS | 3 points |
| Nylon Storm Coat | 43 points | T-Shirt LS | 3 points |
| Burberry Coat | 52 points | Sweatshirt | 8 points |
| Dress Footwear | 40 points | Fatigue Pants | 8 points |
| Galoshes | 18 points | Coveralls | 16 points |
| Uniform Tie | 2 points | Station Footwear | 26 points |
| Uniform Cap | 13 points | Bunker-Boot Liners | 3 points |
| Gloves | 9 points | | |
| Uniform Shirt SS | 10 points | | |
| Uniform Shirt LS | 11 points | | |
| Uniform Pants W/S | 25 points | | |
| Raincoat (Day Staff Only) | 25 points | | |

The nylon storm coat and Burberry coat will be issued once every 3 years unless circumstances require more frequent issue. Each Fire Fighter is required to keep his uniform in a neat, clean and presentable form at all times. The Chief reserves

the right to require a Fire Fighter to draw specific items of clothing if in his opinion the condition of the present item is no longer acceptable. Points will be allowed to accumulate year to year, provided the Fire Fighter maintains acceptable appearance. The accumulated clothing bank is to show a zero (0) balance as of December 31, 1996. Members of the Fire Association will be required to return worn-out articles of clothing to the Deputy Fire Chief for disposal before new clothing items will be issued.

In addition, members of the Fire Prevention Division shall be permitted to order a raincoat and gloves as approved by the Fire Chief. Costs for these items will be determined by Purchasing and the appropriate number of points will be deducted from the member's point allotment.

12:05 **Items of Clothing That are Lost or Damaged:** as a result of wilful neglect shall be replaced at the expense of the Fire Fighter concerned.

ARTICLE 13 - HOURS OF WORK

13:01 **Two Platoon System:** The Employees in the Fire Fighting division shall be required to work a two (2) platoon system, as per attached chart, consisting of ten (10) hour day shifts (08:00 hrs. to 18:00 hrs.) and fourteen (14) hour night shifts (18:00 hrs. to 08:00 hrs.) and one twenty four (24) hour Sunday shift per twenty eight (28) day cycle for an average of forty two (42) hours per week.

| | | Sunday | Monday | Tuesday | Wed. | Thursday | Friday | Saturday | |
|--------|-------|--|--------|---------|------|----------|--------|----------|--|
| Week 1 | Day | B | C | C | C | D | D | D | |
| | Night | B | B | B | B | A | A | A | |
| Week 2 | Day | D | B | B | B | A | A | A | |
| | Night | D | D | D | D | C | C | C | |
| Week 3 | Day | A | D | D | D | C | C | C | |
| | Night | A | A | A | A | B | B | B | |
| Week 4 | Day | C | A | A | A | B | B | B | |
| | Night | C | C | C | C | D | D | D | |
| | | NOTE 4 PLATOONS - A - B - C - D | | | | | | | |

13:02 **Shift Exchanges:** A Platoon Chief or Acting Platoon Chief may, at his discretion grant permission to any two (2) Fire Fighters on different platoons to exchange shifts or days off. This request to be made in writing on the prescribed Departmental forms by both Fire Fighters requesting the change. The exchange of shifts will not occur before the approval of the accepting Platoon Officer. The Fire Chief reserves the right to annul any such change of shift, if in his opinion, the exchanges of shift may be

detrimental to the proper function of the Department.

13:03 **Day Workers:** Employees assigned to the following 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 Fire Fighter employees, and provided that if a five-day week schedule is in place, the number of hours of work shall not exceed forty:

Inspection Division, Training Division, Mechanical Division, Public Relations Officer and Communications Officer.

Summer/Winter Hours: The Fire Chief may prepare a written memorandum to all employees of those divisions, saying that, without prejudice and without precedent to ensuing years, and subject to operational requirements, members of the following divisions will work summer hours of 8:00 a.m. to 4:00 p.m., and winter hours of 8:30 a.m. to 4:30 p.m. for the current year.

ARTICLE 14 - TRAINING

14:01 **Time Off to Attend Training:** Fire Fighters of the Gloucester Fire Department will be granted time off with full pay to attend training courses on the recommendation of the Chief.

14:02 **Training Allowances:** The weekly allowance for attendance at Fire College shall be \$35.00 effective July 1st, 1988. Effective January 1st, 1990 Fire Fighters who have been authorized to use their own vehicles to travel to Gravenhurst shall be reimbursed for one round trip (maximum 800 kms.) at the applicable corporate rate (1990 rate = \$.33 per kilometre). If more than one employee has registered for the course, the employees will endeavour to travel together.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15:01 At least sixty (60) days prior to the introduction or implementation of technological change, changes in mechanization, changes in operating methods or organization, which would result in the loss of salary or employment within the Fire Department for an employee or 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 the degree of the change;
- The date or dates on which the Corporation plans to effect the change;
- The location or locations involved.

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

supplemented by any additional relevant information requested by the Association.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any employee.

ARTICLE 16 - LAY OFF

- 16:01 **Application of Seniority in Layoff**: For the purposes of layoff, seniority shall be calculated from the date the employee was hired as a full time employee of the Gloucester Fire Department.
- 16:02 **Seniority Shall Govern in the Event of a Lay Off**: Should a lay off or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off.
- 16:03 **In the Event of Recall**: Employees shall be recalled in the inverse order of their lay off. In the event of a lay off, the Employer will continue to provide the benefits as specified in Articles 9:09, 9:10 and 9:11 of this Agreement for a period of one (1) year on the basis as provided in the said Article. If at any time during the one (1) year period an employee accepts full-time employment with another employer providing comparable premium-paid benefits then the Employer shall not be required to continue to provide the above mentioned benefits.

ARTICLE 17 - CONTRACTING OUT

- 17:01 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by 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 18 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 18:01 The Employer and Association recognize the importance of a safe and healthy work place and both parties accept the shared responsibility for ensuring the safety of employees. To that end, a Joint Occupational Health and Safety Committee has been established composed of two (2) representatives of the Employer and two (2) representatives from the Association. The Committee shall meet, as required, under the Occupational Health and Safety Act of Ontario to discuss and recommend upon such matters as safety training, site safety inspections, hazard recognition and other matters which pertain to safety.

ARTICLE 19 - DISABLED FIREFIGHTERS

- 19:01 **Disabled Defined:** In this Article, a Fire Fighter is disabled if he/she is unable, due to sickness or accident, to perform the duties of a Fire Fighter in the opinion of a qualified physician.
- 19:02 A disabled Fire Fighter, during the period of his/her disability, and after considering all other avenues in the fire service may choose to perform the duties of an Alarm Room Operator, or a Civilian Mechanic, if qualified as a licensed Mechanic, where:
- A) He/she has been continuously disabled for a period of at least 17 weeks;
 - B) Subject to a familiarization training and trial period of six (6) months, he/she meets the position specifications and is capable of performing the duties and meeting the responsibilities for the position;
 - C) There is a vacant position or a position occupied by an incumbent less senior than the disabled Fire Fighter, and;
 - D) Entitlement to LTD benefits is not thereby prejudiced.
- 19:03 **The Salary of a Disabled Fire Fighter:** Performing the duties of an Alarm Room Operator or a Civilian Mechanic shall be that of an Alarm Room Operator at the "A" level or Civilian Mechanic at the "A" level or the salary of the Fire Fighter as of the first day of the disability, whichever is greater. In the event that it is the salary of a Fire Fighter, then that salary shall be red-circled until such time as the maximum rate of the Alarm Room Operator or Civilian Mechanic is equal to or greater than the red- circled rate of the Fire Fighter. In all other respects, except probation, the disabled Fire Fighter shall be deemed to be an Alarm Room Operator or Civilian Mechanic for the purposes of the Agreement.
- 19:04 **Return to Prior Duties:** When a Fire Fighter ceases to be disabled, he/she shall cease to perform the duties of an Alarm Room Operator or Civilian Mechanic and shall resume the performance of the duties of a Fire Fighter.
- 19:05 This Article does not apply to Alarm Room Operators.

ARTICLE 20 - SENIORITY

- 20:01 **Seniority Defined:** The definition and application of seniority vary amongst Articles. See specific Article for a determination of seniority.
- 20:02 **Loss of Seniority:** An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or a leave of absence approved by the employer. An employee shall only lose his seniority in the event the employee:

1. Is discharged for just cause and is not reinstated;
2. Resigns, or retires.

20:03 **Seniority While on LTD.:** Individuals who are on LTD (Long Term Disability) will continue to accumulate seniority with the following proviso. Seniority will continue to accumulate during the first two consecutive years of LTD. Seniority will stop accumulating after a person has been on LTD for a consecutive period exceeding two years.

20:04 **Seniority List:** On October 1st, of each year, the employer agrees to provide an up to date seniority list to the Secretary of the Association, indicating names, classifications, seniority, and date of hire of each employee in the bargaining unit.

ARTICLE 21 - INDEMNIFICATION

21:01 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. Where a Fire Fighter is charged with a criminal or quasi-criminal or statutory offence flowing from his duties, and he is acquitted, he shall be reimbursed for any reasonable legal expenses incurred as a result of such charges as are assessed pursuant to the Solicitors' Act or as are agreed upon by counsel for the Corporation.

ARTICLE 22 - SUCCESSOR RIGHTS

22:01 In the event of amalgamation, annexation, merger, or transfer of Fire Protection Services, the employer agrees to make every reasonable effort on behalf of the employees covered by this agreement:

- A) To ensure their continued employment in their present rank, position and seniority in the Fire Service.
- B) To transfer all benefits within the Collective Agreement that have accrued to the employees to the new employer.

ARTICLE 23 - DURATION OF THIS AGREEMENT

23:01 **Term:** This agreement shall remain in force and effect from the 1st day of January 1998 until the 31st day of December 2000 and thereafter until replaced by a new agreement, decision or award pursuant to The Fire

Prevention And Protection Act

- 23:02 **Changes to Collective Agreement:** In the event of either party desiring or proposing any change or alteration in this agreement but not desiring to terminate the agreement, such party shall give to the other party thirty (30) days notice in writing before the expiry date, and both parties shall thereupon negotiate in good faith in respect of the matter which it is proposed to change or alter, and the remaining provisions shall automatically be renewed as herein before provided. In any event, all provisions of the agreement shall be governed by the provisions of The Fire Prevention And Protection Act, as amended from time to time.
- 23:03 **Ratification & Copies of the Agreement:** All employees shall be provided with a copy of the Collective Agreement by the employer upon ratification of any new Collective Agreement. New employees shall be presented with a copy of the Collective Agreement on commencement of employment. The printing costs of this Collective Agreement are to be shared on a equal basis between the Association and the Corporation.

SUPPLEMENT

CIVILIAN MECHANICS AND ALARM ROOM OPERATORS

Preamble: Except as herein provided, all Articles of the Collective Agreement between the Corporation of the City of Gloucester and the Gloucester Professional Fire Fighters' Association shall be applicable to those persons employed by the City of Gloucester as Civilian Mechanics or as Alarm Room Operators.

ARTICLE 1 - APPLICATION

- 1.01 The Corporation agrees to recognize the Association as the bargaining agent for all employees employed full-time as Civilian Mechanics or as Alarm Room Operators in the Alarm Room of the Fire Department. Whenever the word "Fire Fighter(s)" is used in the agreement and is applicable as provided in this supplement, it shall mean a Civilian Mechanic or an

Alarm Room Operator. The Corporation reserves the right whenever possible to employ, and indeed may give preference to, physically disabled individuals as Alarm Room Operators.

- 1.02 **Probation For New Employees:** Each new Civilian Mechanic and Alarm Room Operator, except a disabled fire fighter, shall be deemed to be a probationer for the first six (6) months, will have no seniority rights during that period, and be subject to discharge at any time during a full six (6) months of the probationary period. Probationary Civilian Mechanics and Alarm Room Operators will be subject to a program of training and testing to ascertain their suitability. Upon completion of the probationary period, seniority shall be credited from the date of hire.

Factors to be Considered: Shall include performance, attitude, initiative, personal factors, reliability, adaptability, relationship with others, and such other factors as are agreed to by both the Association and the Fire Chief. The provisions of Article 1.02 of the Collective Agreement pertaining to advancement in Fire Fighter classifications shall not apply to Civilian Mechanics or to Alarm Room Operators.

ARTICLE 4 - PROMOTIONS

- 4.01 In the event an Alarm Room Operator is a successful candidate to the position of Probationary Fire Fighter, such individual shall be credited with the Current length of unbroken service within the City of Gloucester Fire Department in determining length of vacation entitlement.

ARTICLE 5 - CLASSIFICATION AND SALARY

- 5.01 **Salary Schedule:** Effective January 1st 1998 and up to and including December 31st 2000, the classifications and salaries for Alarm Room Operators and Civilian Mechanics shall be as per schedules "A" and "B" attached.

Probationary Civilian Mechanics and Alarm Room Operators: will normally commence at the "C" level. Civilian Mechanics will advance to the next level of the salary scale on their anniversary date of appointment, if, in the opinion of the Fire Chief, they have performed their duties in a fully satisfactory manner. An Alarm Room Operator will advance to the next step of the salary scale on their anniversary date.

ARTICLE 9 - SHORT TERM DISABILITY PLAN (SICK LEAVE)

- 9.01 **Income Protection:** Full time Civilian Mechanics and effective September 1st, 1990 all alarm room operators who are absent from work and who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule with all benefits to continue.

Sick Leave Entitlement: The eighty-five (85) days of sick leave entitlement will be automatically renewed annually on the employee's service date provided that in the event of non-occupational illness or injury, the employee has returned to work and can demonstrate the ability to perform the normal duties and responsibilities of the position. An employee may be required to produce a medical certificate from a qualified medical practitioner for this purpose. The cost of Doctors Certificates, if requested by the Chief, are to be borne by the employer to a maximum of \$15.00 per certificate.

When the Corporation hires an existing City of Gloucester Employee from one City department into the Fire Department as a Civilian Mechanic or Alarm Room Operator such Employee will be credited with continuous years of service spent within the employ of the Corporation for purposes of determining the number of days spent at one hundred percent (100%) of salary and the number of days spent at seventy-five percent (75%) of salary.

| <u>Length of Continuous Service</u> | No. of wks at Full salary | | No. of wks 75% of salary | |
|--|--------------------------------------|------|-------------------------------------|------|
| | <u>(days)</u> | | <u>(days)</u> | |
| Less than 3 months | 0 | (0) | 0 | (0) |
| 3 mths but less than 6 mths | 0 | (0) | 17 | (85) |
| 6 mths but less than 1 year | 1 | (5) | 16 | (80) |
| 1 year but less than 2 years | 2 | (10) | 15 | (75) |
| 2 yrs. but less than 3 years | 3 | (15) | 14 | (70) |
| 3 yrs. but less than 4 years | 4 | (20) | 13 | (65) |
| 4 yrs. but less than 5 years | 5 | (25) | 12 | (60) |
| 5 yrs. but less than 6 years | 7 | (35) | 10 | (50) |
| 6 yrs. but less than 7 years | 9 | (45) | 8 | (40) |
| 7 yrs. but less than 8 years | 11 | (55) | 6 | (30) |
| 8 yrs. but less than 9 years | 13 | (65) | 4 | (20) |
| 9 yrs. but less than 10 years | 15 | (75) | 2 | (10) |
| 10 years and over | 17 | (85) | 0 | (0) |

9.02

Medical Certificate: An employee may be required to produce a medical certificate from a qualified medical practitioner for any absence, due to

non-occupational illness or injury, in excess of three (3) consecutive working days certifying that such employee is unable to carry out his/her duties. The cost of Doctors Certificates, if requested by the Chief, are to be borne by the employer to a maximum of \$15.00 per certificate. Any employee with more than seven (7) days of absence in any year may be required to undergo a medical examination.

- 9.03 **Attendance Credit Pay:** An employee will be credited with one-half (1/2) day's pay for each calendar month during which the employee is not absent from work. For each such month from December 1st to November 30th, the accumulated credits will be paid to the employee in December of each year at the current rate of pay. For purposes of this clause, employees not at work due to Municipal business, leave of absence with pay or leave under Article 9.07 will be eligible for the attendance credit.

Employees who have received prior approval for leave of absence without pay, to a maximum of two (2) days per year with not more than one (1) day taken in any one calendar month, will be eligible for the attendance credit. Sick leave is not considered leave of absence with pay for the purpose of this clause.

Less Than 1/2 Day: For the purpose of the short term disability plan, absence for less than one-half (1/2) a day shall not be counted. Absence for one-half (1/2) a day or more and less than a full day shall count as one-half (1/2) a day.

ARTICLE 11 - PENSION PLAN

- 11.01 **NRA** Civilian Mechanics and Alarm Room Operators shall retire at a normal retirement age of sixty-five (NRA 65).

ARTICLE 12 - CLOTHING AND EQUIPMENT

- 12.01 Civilian Mechanics and Alarm Room Operators, upon being made permanent, will be initially issued three (3) pairs of fatigue pants and three (3) fatigue shirts. In addition, the Alarm Room Operator will initially be issued one pair of shoes and the Civilian Mechanic will initially be issued two pairs of safety boots. Each year following, these employees will be entitled to order uniform clothing items to a maximum of 100 points. Points will be allowed to accumulate year to year, provided the employee maintains acceptable appearance. The accumulated clothing bank is to show a zero (0) balance as of December 31st, 1996. At his discretion, the Chief may request return of used items prior to their replacement.
- 12.02 Does not apply to Alarm Room Operators or to Civilian Mechanics.
- 12.03 Does not apply to Civilian Mechanics or to Alarm Room Operators except to

determine points and as it pertains to care of the clothing.

ARTICLE 13 - HOURS OF WORK

13.01 **Two Platoon System:** The Employees in the Alarm Room division shall be required to work a two (2) platoon system, as per attached chart, consisting of ten (10) hour day shifts (08:00 hrs. to 18:00 hrs.) and fourteen (14) hour night shifts (18:00 hrs. to 08:00 hrs.) and one twenty four (24)hour Sunday shift per twenty eight (28) day cycle for an average of forty two (42) hours per week.

| | | Sunday | Monday | Tuesday | Wed. | Thursday | Friday | Saturday |
|--|-------|--------|--------|---------|------|----------|--------|----------|
| Week 1 | Day | B | C | C | C | D | D | D |
| | Night | B | B | B | B | A | A | A |
| Week 2 | Day | D | B | B | B | A | A | A |
| | Night | D | D | D | D | C | C | C |
| Week 3 | Day | A | D | D | D | C | C | C |
| | Night | A | A | A | A | B | B | B |
| Week 4 | Day | C | A | A | A | B | B | B |
| | Night | C | C | C | C | D | D | D |
| NOTE 4 PLATOONS - A - B - C - D | | | | | | | | |

13.02 **Shift Exchanges:** The provisions of this Article shall apply to Alarm Room Operators provided, however, that Fire Fighters shall not make exchanges of duties with Alarm Room Operators and vice versa.

13.03 **The Civilian Mechanic:** shall work a forty (40) hour work week as determined by the Fire Chief.

ARTICLE 14 - TRAINING

14.01 The Civilian Mechanics and the Alarm Room Operators of the Gloucester Fire Department will be granted time off with full pay to attend applicable training courses on the recommendation of the Fire Chief.

ARTICLE 16 - LAYOFF

16.01 Article 16 shall apply in the event a permanent full-time Fire Fighter exercises his rights under Article 19.

ARTICLE 19 - DISABLED FIRE FIGHTERS

19.00 Does not apply.

**I.A.F.F. LOCAL 148
1998/1999 SALARY GRID
FIRE FIGHTER CLASSIFICATIONS
42-HOUR WORK WEEK**

SCHEDULE "A"
(Page 1 of 2)

| Classification | Differential | Jan. 01 1998 2% | July 01 1998 1% | Jan.01 1999 2% | July 01 1999 2% | Jan.01 2000 2% |
|-----------------------------------|--------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Platoon Chief | 125% | 65,423 2,508 29.86 | 66,076 2,533 30.16 | 67,398 2,584 30.76 | 68,746 2,635 31.37 | 70,121 2,688 32.00 |
| Captain | 115% | 60,189 2,307 27.47 | 60,790 2,330 27.74 | 62,006 2,377 28.30 | 63,247 2,425 28.86 | 64,512 2,473 29.44 |
| 1st Class Fire Fighter | 100% | 52,338 2,006 23.89 | 52,861 2,026 24.12 | 53,918 2,067 24.61 | 54,997 2,108 25.10 | 56,097 2,150 25.60 |
| 2nd Class Fire Fighter | 90% | 47,104 1,806 21.50 | 47,575 1,824 21.71 | 48,526 1,860 22.15 | 49,497 1,897 22.59 | 50,487 1,935 23.04 |
| 3rd Class Fire Fighter | 80% | 41,870 1,605 19.19 | 42,289 1,621 19.30 | 43,134 1,654 19.69 | 43,998 1,687 20.08 | 44,878 1,720 20.48 |
| 4th Class Fire Fighter | 70% | 36,637 1,404 16.72 | 37,003 1,419 16.89 | 37,743 1,447 17.22 | 38,498 1,476 17.57 | 39,268 1,505 17.92 |

NOTE: THE ANNUAL RATES GIVEN ARE THE OFFICIAL RATES.

For payroll purposes the Bi-weekly pay rates will be calculated by utilizing the following formula:

$$\frac{\text{ANNUAL SALARY} \times 7}{182.6}$$

I.A.F.F. LOCAL 1484
1998/1999 SALARY GRID
FIRE FIGHTER CLASSIFICATIONS
42-HOUR WORK WEEK

SCHEDULE "A"

(Page 2 of 2)

| Classification | Differential | Jan. 01 1998 2% | July 01 1998 1% | Jan.01 1999 2% | July 01 1999 2% |
|----------------------------|--------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Alarm Room Operator "A" | 70% | 36,637 1,404 16.72 | 37,003 1,419 16.89 | 37,743 1,447 17.22 | 38,498 1,476 17.57 |
| Alarm Room Operator "B" | 67% | 35,066 1,344 16.00 | 35,417 1,358 16.16 | 36,125 1,385 16.49 | 36,848 1,413 16.82 |
| Alarm Room Operator "C" | 65% | 34,020 1,304 15.53 | 34,360 1,317 15.68 | 35,047 1,344 15.99 | 35,748 1,370 16.31 |

Classification Increase Effective Sept. 10, 1999

| Classification | Differential As of Sept.10/99 | Sept.10 1999 | Jan.01 2000 2% |
|----------------------------|-------------------------------------|--------------------------|--------------------------|
| Alarm Room Operator "A" | 75% | 41,248 1,581 18.82 | 42,073 1,613 19.20 |
| Alarm Room Operator "B" | 70% | 38,498 1476 17.57 | 39,268 1,505 17.92 |
| Alarm Room Operator "C" | 65% | 35,748 1,370 16.31 | 36,463 1,398 16.64 |

NOTE: THE ANNUAL RATES GIVEN ARE THE OFFICIAL RATES.

For payroll purposes the Bi-weekly pay rates will be calculated by utilizing the following formula:

I.A.F.F. LOCAL 1484 SCHEDULE "B"
1998/1999 SALARY GRID
FIRE FIGHTER CLASSIFICATIONS
40-HOUR WORK WEEK

| Classification | Differential | Jan.01 | July 01 | Jan. 01 | July 01 | Jan. 01 |
|------------------|--------------|--------|---------|---------|---------|---------|
| | | 1998 | 1998 | 1999 | 1999 | 2000 |
| | | 2% | 1% | 2% | 2% | 2% |
| Chief Training | 125% | 65,423 | 66,076 | 67,398 | 68,746 | 70,121 |
| Chief Fire | | 2,508 | 2,533 | 2,584 | 2,635 | 2,688 |
| Prevention | 125% | 29.86 | 30.16 | 30.76 | 31.37 | 32.00 |
| Training Officer | 115% | 60,189 | 60,790 | 62,006 | 63,247 | 64,512 |
| Fire Prevention | | 2,307 | 2,330 | 2,377 | 2,425 | 2,473 |
| Officer | 115% | 27.47 | 27.74 | 28.30 | 28.86 | 29.44 |
| Communication | | | | | | |
| Officer | 115% | | | | | |
| Public Education | | | | | | |
| Officer | 115% | | | | | |
| Mechanical | 110% | 57,572 | 58,147 | 59,310 | 60,497 | 61,707 |
| Officer | | 2,207 | 2,229 | 2,274 | 2,319 | 2,366 |
| | | 26.27 | 26.54 | 27.07 | 27.61 | 28.16 |
| Mechanic "A" | 95% | 49,721 | 50,218 | 51,222 | 52,247 | 53,292 |
| | | 1,906 | 1,925 | 1,964 | 2,003 | 2,043 |
| | | 22.69 | 22.92 | 23.38 | 23.84 | 24.32 |
| Mechanic "B" | 85% | 44,487 | 44,932 | 45,830 | 46,747 | 47,682 |
| | | 1,705 | 1,722 | 1,757 | 1,792 | 1,828 |
| | | 20.30 | 20.51 | 20.92 | 21.33 | 21.76 |
| Mechanic "C" | 80% | 41,870 | 42,289 | 43,134 | 43,998 | 44,878 |
| | | 1,605 | 1,621 | 1,653 | 1,687 | 1,720 |
| | | 19.11 | 19.30 | 19.68 | 20.08 | 20.48 |

NOTE: THE ANNUAL RATES GIVEN ARE THE OFFICIAL RATES.

For payroll purposes the Bi-weekly pay rates will be calculated by utilizing the following formula:

$$\frac{\text{ANNUAL SALARY} \times 7}{182.6}$$

NOTE: 100% = ANNUAL SALARY OF 42-HOUR PER WK. 1ST CLASS FIRE FIGHTER

SIGNING PAGE

IN WITNESS WHEREOF The Corporation has hereunto caused its Corporate seal to be affixed over the hands of its duly authorized officers, and the Association has caused this agreement to be executed by its proper officers hereunto authorized.

SIGNED SEALED AND DELIVERED at Gloucester, Ontario.

Signed this _____ day of _____ 1999.

For The Corporation of the City of Gloucester:

For The Gloucester Professional Fire
Fighters' Association
IAFF Local 1484:

Mayor

President

City Clerk

Secretary

By-Law No. _____ Passed this _____ day of _____ 1999.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

QUEBEC HEALTH CARE SYSTEM

The Employer agrees that should the Province of Quebec reinstitute, as a means of funding the Provincial Health care system, a system of “monthly premiums”, then and only then will the City of Gloucester pay to those employees on staff as of May 1, 1994 and who reside in the Province of Quebec a payment equal to that of the Ontario Health Tax (1.95% of gross annual pay per individual). This payment is to reflect the total period of residence by the employee, in Quebec, in the previous year. It is further understood that “monthly premiums” does not include the Quebec Employer Health Tax, Quebec Income Tax, or any surtax or other means of funding that the Quebec Government may institute as a means of funding Health Care. It is also understood that any form of double dipping is strictly prohibited.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484:

President

Secretary

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

LIEU DAY SELECTION SYSTEM

The parties agree that the following procedure for scheduling of time off duty for Statutory Holidays, as per Article 8:02, shall be implemented effective December 31, 1997.

A) Rotational System:

Commencing with a lottery draw, all members at start, to determine the beginning starting order. After each Fire Fighter has made a selection the next firefighter on the list will state his preference and so on until each Fire Fighter has had one opportunity to select, the order will then start over and continue in this fashion until all Fire Fighters have had the opportunity to schedule all those days that they so desire.

Members will be grouped into blocks of six(6) members, and, the top six (6) members, would go to bottom of list the following year, in their reverse order.

B) Maximum of seven (7) consecutive shifts to be scheduled at any one time:

← No limit on the number of shifts that must be scheduled

← Floating days, (those days left unscheduled after the initial booking selection), to be permitted

← Switching of scheduled Lieu Days to be permitted between members.

C) Lieu Days may be rescheduled due to vacancies and/or cancellation. rescheduling after exhausting the rotational list, at the start of the year, shall be done by a draw. All members are entitled to enter the draws.

D) Lieu Days to be scheduled after Holiday scheduling completed.

E) It is understood that the first (1st) Sunday shift booked, consisting of twenty four (24) hours, will be at the value of one Lieu Day.

Signed this _____ day of _____, 1999.

For the Corporation of the City of Gloucester:

For IAFF Local 1484:

President

Secretary

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

MODIFIED WORK - CLOTHING ALLOTMENT - PROMOTION PROCESS

The parties agree to meet, during the term of the January 1, 1998 to June 30, 2000 Collective Agreement, at a time or times acceptable to both parties to discuss the matter of Modified Work, Clothing Allotments and the Promotion Process.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

Y2K YEAR 2000

The parties agree that problems may occur regarding Y2K and therefore, annual leave or lieu days will not be permitted to be booked during the first two (2) weeks of January 2000.

The parties also agree that if no problems are encountered in the 1st week of January 2000, leave will be granted during the 2nd week.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary

LETTER OF UNDERSTANDING #5

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

NO PART-TIME STAFF

The parties agree that the employer will not hire part-time staff, in any capacity within the Bargaining Unit of the Gloucester Fire Department, regardless of any legislated or statutory ability to do so.

The parties further agree this Letter of Understanding shall expire effective June 30, 2000 and will be removed at that time.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

LOCAL 1484,

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

The Corporation of the City of Gloucester and Local 1484, International Association of Fire Fighters (IAFF) (“the parties”) agree to renew the Collective Agreement of January 1, 1996 to December 31, 1997 (“the Collective Agreement”) subject to the following amendments. The parties agree, unless specified otherwise, the amendments shall take effect January 1, 1998.

The parties agree all outstanding proposals are withdrawn.

The parties agree the Collective Agreement shall be amended as follows:

1. The Arbitration Award dated September 10th, 1999, as set down by the Honorable, George W. Adams, as a result of hearings held on February 15th and June 29th, 1999 at Ottawa, is to be incorporated within the Collective Agreement. Such items outlined within the Award are referenced as:
 - a) The Collective Agreement shall be renewed for a period of two and one-half (2 ½) years. The duration of the Collective Agreement shall be January 1, 1998 to June 30, 2000.
 - b) The City shall increase Fire Fighter salaries as follows:

Effective Date Percent Increase

| | |
|-----------------|----|
| January 1, 1998 | 2% |
| July 1, 1998 | 1% |
| January 1, 1999 | 2% |
| July 1, 1999 | 2% |
| January 1, 2000 | 2% |

- c) The City shall increase the salary levels of Alarm Room Operators “B” and “C”, effective September 10, 1999, as follows:

Alarm Room Operator “B” - 70% of 1st Class Fire Fighter

Alarm Room Operator “C” - 75% of 1st Class Fire Fighter

- d) Time off not to be booked for annual leave or lieu days during the first two (2) weeks of January 2000 (Letter of Understanding).
 - e) Effective September 10, 1999 private hospital room insurance coverage is to be deleted and the group insurance contract amended accordingly.
 - f) Acting pay is to be restored effective September 10, 1999.
 - g) Article 8.05 is to be amended to provide, effective January 1, 2000, for a premium rate of one-quarter (1/4) the employee's regular hourly rate for each hour worked by the employee during his/her first six (6) statutory holidays in a calendar year. Any employee who works in excess of six (6) statutory holidays in a calendar year will be paid a premium rate of one-half (1/2) the employee's regular hourly rate for each hour so worked. Effective January 1, 2000, in respect of three (3) of the lieu days, the employee shall have the option of accepting payment in lieu thereof, at the rate of ten (10) hours at straight time.
2. The parties agree to the replacement of "**The Fire Department's Act, ch.169, R.S.O., 1970**" with "**The Fire Prevention and Protection Act**" throughout the Collective Agreement.
 3. The parties agree, where appropriate, to the inclusion of sub-titles throughout the Collective Agreement for clarification purposes.
 4. The parties agree to the deletion of Article 1:02(a).
 5. The parties agree to the renumbering of "**Article 1:02(b)**" to "**Article 1:02**".
 6. The parties agree to add a new subclause to Article 3 (3:03):

"Any notations of a disciplinary nature or action shall be removed from a Fire Fighter's file after seven (7) years from the date of the original notation."
 7. The parties agree that Article 3:01, Step 1, 2 and 3 be changed to read **five (5)** days.
 8. The parties agree that paragraph three of Article 4:03(a) is to read:

"If, in the next twenty-four (24) months, a position in the same division and rank becomes vacant, it shall be filled by the eligible candidate having the next highest score, based on the most recent competition. **There will be an examination process held bi-annually (every second year) in order to establish a candidate list for the Captain classification in the Operations Division. Such examination process shall take place during the months of March or April. Subject to operational requirements, all other Officer competitions within the bargaining unit will be held when a vacancy occurs.**"

The parties further agree to the renumbering of Article 4 from numbers "**4:01 to 4:03**"

to **"4:01 to 4:08"** inclusive for clarification purposes.

9. The parties agree to amend the first paragraph of Article 5:01 to read:

"Effective **January 1st, 1998** and up to and including **June 30th, 2000**, the classifications and salaries shall be as per Schedules "A" and "B" attached."
10. The parties agree to delete the words **"or rejected"** from Article 5:02(a) where reference is made to both Fire Fighters and Officers.
11. The parties agree to the deletion of **"If the called Fire Fighter can or cannot work the 1st day offered, his name shall be crossed and put to the bottom of the list and then the rotation will continue."** from Article 5:02(d) where referencing both Fire Fighters and Officers.
12. The parties agree to replace the words **"may be"** with **"will be"** within Article 5:02 where reference is made to both Fire Fighters and Officers respecting 24 hour shifts being split.

The parties further agree to insert the words **"three (3) or"** immediately following the word "when" and immediately prior to the words "more Officers..." within the first point under the heading OFFICERS' OVERTIME WHEN OVERTIME IS REQUIRED.

To read as follows:

Procedure:

"Call in an Officer starting from the opposite platoon when **three (3) or** more Officers are off."

The parties agree to move this sub-clause from OFFICERS' OVERTIME WHEN OVERTIME IS REQUIRED to FIRE FIGHTERS' OVERTIME WHEN OVERTIME IS REQUIRED deleting the remainder of the Officers' overtime section and renaming the Fire Fighters' overtime section to **FIRE FIGHTERS & OFFICERS OVERTIME SYSTEM WHEN OVERTIME IS REQUIRED**.

The parties also agree the following sentence will be added to the subclause 'Procedure':
"For the remainder of 5:02 'Fire Fighter' shall refer to both Fire Fighters and Officers alike."

The parties further agree to rework the current overtime example within 5:02 to reflect the above agreed changes.

13. The parties agree to the rewording of Article 5:05, Pay For Acting Rank, to read:

"A Fire Fighter who is required, by the authority of the Chief, to act in the capacity of a higher rank must have a minimum of **"six (6)"** years seniority as a First Class Fire Fighter, on the Gloucester Fire Department. The Fire Fighter shall be paid acting pay at the higher classification for **each hour** authorized. Members of the Gloucester Fire Department shall not act in a capacity of more than one (1) rank above that which the

member already holds within the bargaining group. The need to appoint a Fire Fighter to acting rank shall be determined by the Chief. ”

14. The parties agree to add the following new clauses within Article 7 and to renumber Article 7 accordingly. The parties further agree the application of the following shall be effective January 1, 1999:

Seniority Application in Annual Leave:

For the purposes of annual leave, seniority shall be determined in the following manner:

A) **Entitlement:** To determine the number of weeks of annual leave that an employee is entitled to, seniority shall be calculated from the date the employee was hired by the City of Gloucester, on a full time basis, where the continuity of service has not been broken.

B) **Scheduling:** For the purposes of scheduling annual vacation, seniority shall be calculated from the date the employee was hired on a full time basis as an employee of the Gloucester Fire Department.

15. The parties agree to the rewording of Article 7:05 to read as follows:

“Vacation Cancellation: A Fire Fighter may cancel annual vacation due to certified illness or accident prior to the commencement of annual vacation. Re-booking not to conflict with previously booked annual vacation. **Any vacation entitlement that is carried over to another year, must be taken in the following year. Rescheduled vacation time will not form part of the Fire Fighter’s vacation allotment for the purposes of the rotational system used to schedule vacation time. The Fire Fighter must reschedule and take his unused vacation time from the previous year after the rotation system bookings have been exhausted for the following year.**

Lottery for Cancelled Vacation Time: All Fire Fighters wishing to make use of cancelled vacation time, may enter a draw to determine the Fire Fighter to be granted the booking of the cancelled vacation time. The successful Fire Fighter must then cancel the equivalent amount of his/her previously booked vacation time.”

The parties further agree to renumber the clauses within Article 7 from **“7:01 to 7:05”** to **“7:01 to 7:07”** for clarification.

16. The parties agree to amend Article 8 as follows:

Clause 8:02 to read:

“Lieu Day Scheduling & Procedure: All Lieu Days will be scheduled as agreed to by the Chief and the Association. The procedure for scheduling Lieu Days is set out in a letter of understanding attached to this collective agreement.”

Clause 8:03 to read:

“Unused Lieu Days: In the event that any Fire Fighter has any such statutory holidays unused due to sick leave, WSIB, LTD, and/or retirement standing to his credit on December 31st, in any year, such holidays must be rescheduled and taken during January of the following year. In the event that it would be impossible to schedule time off in the month of January any outstanding statutory holidays remaining to the employees credit will be paid at **one and one-half (1 ½) times** the equivalent of a twelve (12) hour day for his classification for each such unused holiday.”

The parties agree to replace **“schedules A and A1 and B”** with **“schedules A and B”** within Clause 8:05, paragraph 3.

17. The parties agree to add the following sentence to the end of Article 9:02(b):

“The transferring employee must retain, for his own use, at least one (1) day per month of sick leave credits (12 credits).”

The parties further agree to renumber the clauses within Article 9 from **“9:01 to 9:14”** to **“9:01 to 9:17”** for clarification.

18. The parties agree to replace **“Worker’s Compensation Act”** with **“Workplace Safety and Insurance Act”** within Article 9:05 and where applicable throughout the Collective Agreement.

19. The parties agree to the replacement of **“Provincial Federation of Ontario Fire Fighters”** with **“Ontario Professional Fire Fighters Association”** within the first sentence of Article 10:01 and further to replace **“two (2)”** with **“four (4)”** within the last point of the same Article.

20. The parties agree to the rewording of Article 10:04 as follows:

“The President and up to three (3) additional members of the Association shall be granted such leave of absence without loss of pay, as may be necessary for the proper performance of the duties of their office as they relate to the administration **and negotiation (provided the negotiations do not cause overtime; in such instances the Association will provide a replacement)** of this agreement, to the extent that the regular operation of the department will permit, at the discretion of the Chief, and which discretion shall not be unreasonably withheld.”

21. The parties agree to the following amendments within Article 11:04:

Replace the words **“Commencing on January 1, 1995”** with the words **“Effective September 10, 1999”** and replace the reference to **“fifty (50)”** with **“forty-five (45)”** within the same article, and replace **“December 31st, 1994.”** with **“September 10th”**

1999.” in the last sentence.

22. The parties agree to include, within Article 12:02(ii), “**3 fatigue pants**”. The parties further agree to renumber the clauses within Article 12 from “**12:01 to 12:04**” to “**12:01 to 12:05**” for clarification.
23. The parties agree to the replacement of the words “**A Senior Officer in charge of a Platoon**” with “**A Platoon Chief or Acting Platoon Chief**” at the beginning of the first sentence of Article 13:02.
24. The parties agree to add the following new paragraph to Article 16:01

“**Application of Seniority in Layoff** : For the purposes of layoff, seniority shall be calculated from the date the employee was hired as a full time employee of the Gloucester Fire Department.”

The parties further agree to number the paragraphs within Article 16 to include numbers 16:01 through 16:03.

25. The parties agree to the following new Article 20 to read:

“**Article 20 - Seniority:**

“The definition and application of seniority vary amongst Articles. See specific Article for a determination of seniority.

Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or a leave of absence approved by the employer.

An employee shall only lose his seniority in the event the employee:

1. Is discharged for just cause and is not reinstated;
2. Resigns, or retires.

Seniority While on LTD.

Individuals who are on LTD (Long Term Disability) will continue to accumulate seniority with the following proviso. Seniority will continue to accumulate during the first two consecutive years of LTD. Seniority will stop accumulating after a person has been on LTD for a consecutive period exceeding two years.

Seniority List

On October 1st of each year, the employer agrees to provide an up to date seniority list

to the Secretary of the Association, indicating names, classifications and seniority as it applies to the date of hire of each employee in the bargaining unit in three distinct categories; 1) Layoff, Recall, Booking Vacation; 2) Promotion; 3) Vacation Entitlement, Short-Term Disability (where applicable).”

26. The parties agree to renumber “**Articles 20 through Articles 22**” to “**Articles 21 to Articles 23**”.
 27. The parties also agree to change within Article 22:01 - Duration of This Agreement the words “**January 1, 1996 to December 31, 1997**” to “**January 1, 1998 to June 30, 2000**”.
 28. The parties agree to amend the first paragraph of Article 1:02 of the “*Supplement*” to the Collective Agreement by replacing the words “**twelve (12)**” with the words “**six (6)**”.
 29. The parties agree to change “**A**” to “**C**” within the first sentence of the second paragraph of Article 5:01 of the “*Supplement*”. The parties further agree to change the words “**schedules A and A1 and B**” to “**schedules A and B**”.
- The parties further agree to change the words “**January 1, 1996 and up to an including December 31, 1997**” to “**January 1, 1998 and up to an including June 30, 2000**” within the first paragraph.
30. The parties agree to amend Schedules “A” and “B” attached to the Collective Agreement to reflect the highest rating for the classification of Alarm Room Operator and Civilian Mechanic as “A” and the lowest rating as “C”.
 31. The parties agree to the renewal of Letter of Understanding #1 (Quebec Health Care).
 32. The parties agree to the removal of Letters of Understanding #2 (Communication Officer); #3 (Acting Pay); #4 (1996 Economic Adjustment); and #5 (1997 Statutory Holiday Pay Out).
 33. The parties agree to the renewal of Letter of Understanding #6 (Scheduling Statutory Holidays) and the renumbering of this Letter of Understanding to #2.
 34. The parties agree to a new Letter of Understanding #3 (attached) whereby the parties have agreed to meet, during the term of the new Collective Agreement, at a time or times acceptable to both parties to discuss the matter of Modified Work, Clothing Allotments and the Promotion Process.
 35. The parties agree to a new Letter of Understanding #4 (attached) whereby vacation will not be permitted to be booked during the first two (2) weeks of January 2000 on the agreement of the parties that if no Y2K problems are encountered in the 1st week of January 2000 leave will be granted in the 2nd week.

36. The parties agree to a new Letter of Understanding #5 (attached) whereby the employer will not hire part-time staff, within the Bargaining Unit of the Gloucester Fire Department and the parties further agree this Letter of Understanding shall expire effective June 30, 2000.

DATED at Gloucester, this _____ day of _____, 1999.

For The Corporation of
The City of Gloucester:

For IAFF Local 1484:

President

Secretary

99/11/30 - GH

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LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

MODIFIED WORK - CLOTHING ALLOTMENT - PROMOTION PROCESS

The parties agree to meet, during the term of the January 1, 1998 to June 30, 2000 Collective Agreement, at a time or times acceptable to both parties to discuss the matter of Modified Work, Clothing Allotments and the Promotion Process.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE CITY OF GLOUCESTER

AND

IAFF LOCAL 1484

Y2K YEAR 2000

The parties agree that problems may occur regarding Y2K and therefore, annual leave or lieu days will not be permitted to be booked during the first two (2) weeks of January 2000.

The parties also agree that if no problems are encountered in the 1st week of January 2000, leave will be granted during the 2nd week.

Signed this _____ day of _____ 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary

LETTER OF UNDERSTANDING #5
BETWEEN
THE CORPORATION OF THE CITY OF GLOUCESTER
AND
IAFF LOCAL 1484

NO PART-TIME STAFF

The parties agree that the employer will not hire part-time staff, in any capacity within the Bargaining Unit of the Gloucester Fire Department, regardless of any legislated or statutory ability to do so.

The parties further agree this Letter of Understanding shall expire effective June 30, 2000.

Signed this _____ day of _____, 1999.

For The Corporation of The City of Gloucester:

For IAFF Local 1484

President

Secretary
