

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF OTTAWA



AND

THE OTTAWA PROFESSIONAL FIRE FIGHTERS' ASSOCIATION



EFFECTIVE FROM: January 01, 2001 to December 31, 2003.

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Preamble

This agreement is entered into by and between the Corporation of the City of Ottawa and the Ottawa Professional Fire Fighters' Association. It is the purpose of this agreement to maintain harmonious relations between the Employer and the Association, to provide an amicable method of resolving differences, which may arise, and to define the wages, hours, benefits and other conditions of employment.

ARTICLE 1

GLOSSARY OF TERMS

In this Agreement unless the context otherwise requires:

- 1:01 "Department" or "Fire Service" means the Ottawa Fire Service.
- 1:02 "Employee" includes all fire fighters, as defined in Part IX of the *Fire Protection and Prevention Act*, 1997, who are Employees of the Ottawa Fire Service, exclusive of volunteers, the Chief and Deputy Chiefs, and those other persons/positions excluded from the bargaining unit by agreement of the parties or through the application of Sections 41 and/or 54 of the Act.
- 1:03 "Probationer" means a new Employee of the Department who shall be deemed to be on probation for the first twelve (12) months of his/her employment. This time period may be extended with the agreement of the Chief and the Association. It is understood between the parties that the Employer may terminate a probationer for lack of suitability, aptitude, or ability to perform the duties. The Employer will be reasonable and fair in respect to making the decision to terminate.
- 1:04 "Association" means the Ottawa Professional Fire Fighters' Association.
- 1:05 "City", "Corporation" or "Employer" means the Corporation of the City of Ottawa.
- 1:06 "Chief" means the Chief of the Ottawa Fire Service of the Corporation of the City of Ottawa or his/her designate.
- 1:07 "Deputy Chief" means a Deputy Chief of the Ottawa Fire Service of the Corporation of the City of Ottawa.
- 1:08 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 2

RECOGNITION & SCOPE

2:01 Bargaining Unit Scope The Association is recognized as the sole bargaining agent for collective bargaining for all fire fighters, as defined in Part IX of the *Fire Protection and Prevention Act*, 1997, who are Employees of the Ottawa Fire Service, exclusive of volunteers, the Chief and Deputy Chiefs, and those other persons/positions excluded from the bargaining unit by agreement of the parties or through the application of Sections 41 and/or 54 of the Act.

2:02 Dues The Employer shall deduct from the bi-weekly pay of present members of the Association and all future Employees represented by the Association, all normal dues chargeable by the Association and shall remit the same to the Treasurer of the Association twice a month.

An Employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an Employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article provided that the affidavit submitted by the Employee shows the registered number of the religious organization and is counter-signed by an official of the religious organization involved.

2:03 Payroll Deduction The Employer agrees to deduct from the bi-weekly pay of all present and future members of the Association such other deductions as may be agreed upon between the Employer and the Association provided the individual Employee has signed an authorization to have such deduction made.

2:04 Membership in Association

(a) All Employees of the Ottawa Fire Service who are members of the Association at the date of ratification of this agreement shall remain members of the said Association and all new Employees of the Fire Service covered by this agreement shall become members of the said Association.

(b) The Association and the Corporation agree that Sub-Section (a) herein shall be read in light of the *Fire Protection and Prevention Act*, 1997, sections 41 (2) and 45 (2).

ARTICLE 3

MANAGEMENT RIGHTS

- 3:01 Subject to the *Fire Protection and Prevention Act*, 1997, and the Regulations there-under as amended, the Association recognizes that it is the exclusive function of the Employer to maintain order, discipline, and efficiency; to plan, direct and control operations; to hire, promote, and for just cause to suspend, discharge or otherwise discipline Employees. The Employer agrees that its functions, rights and obligations aforesaid will not be exercised in a manner inconsistent with the aforementioned Act or the terms of this Agreement.
- 3:02 Where there are job descriptions for specific positions/classifications, copies will be provided to the Association. Where there are new or revised job descriptions, the Association will be advised and the details will be explained.

ARTICLE 4

DISCRIMINATION AND COERCION

- 4:01 There shall be no discrimination or intimidation of any Employee on account of the Employee's membership in the Association or by virtue of his/her holding office therein.
- 4:02 The provisions of this Agreement shall ensure to the benefit of and apply to all Employees without discrimination or reservation.
- 4:03 The parties hereto agree not to discriminate against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

ARTICLE 5

WORKING CONDITIONS

5:01 Suppression Division and Safety Division

- (a) The Employees in the Suppression Division, and Safety Division shall be required to work a two (2) platoon system, as per attached chart, consisting of ten (10) hour day shifts (07:00 hours to 17:00 hours) and fourteen (14) hour night shifts (17:00 hours to 07:00 hours) and one twenty four (24) hour Sunday shift per twenty-eight (28) day cycle for an average of forty-two (42) hours per week. Notwithstanding the above, the Employees may relieve on a person per person basis up to one (1) hour before the start of the shift with the approval of the Station Officer. Any other arrangements would require the approval of the Platoon Chief.

		Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Week 1	Day	B	C	C	C	C	D	D
	Night	B	B	B	B	A	A	A
Week 2	Day	D	B	B	B	B	A	A
	Night	D	D	D	D	C	C	C
Week 3	Day	A	D	D	D	D	C	C
	Night	A	A	A	A	B	B	B
Week 4	Day	C	A	A	A	A	B	B
	Night	C	C	C	C	D	D	D
Note: PLATOONS A - B - C - D								

Beds, blankets, mattresses and pillows shall be provided by the City in the stations for use on the night shift. The beds may be used between the hours of 22:00 hours and 07:00 hours only.

- (b) The hours of work for Employees in Suppression Division assigned to a regular day shift shall be in accordance with the Letter Of Understanding attached to the Collective Agreement (Appendix A).

5:02 Communications Division Full-time Dispatchers in the Communications Division assigned to rotating shifts will be required to work an average of forty-two (42) hours per week, with the shifts and shift hours to be agreed between the Chief and the Association, subject to operational requirements. The Letter of Understanding attached to the Collective Agreement as Appendix B details the shifts and shift hours that the parties have agreed to implement on a trial basis, and the process for change.

5:03 Fire Prevention, Training, Planning, Maintenance and Mechanical Divisions The hours of work shall be thirty-five (35) hours per week for the Fire Prevention, Training, Planning, Maintenance and Mechanical Division. All work/shift schedules shall be agreed to by the Chief of the Department and the Association. Failing mutual agreement, the hours of work shall be scheduled over eight (8) consecutive hours a day, five (5) days a week Monday to Friday, between 07:00 hours and 17:00hours

Flexible working hours and/or compressed workweeks may be implemented with the approval of the Chief.

(See Letter of Understanding #5 for Fire Prevention Officers attached).

5:04 All Other Classifications and Positions Hours of Work For all other classifications and positions, Employees shall work such shift arrangements as agreed to by the Chief and the Association. Failing agreement, for the interim period, the Chief may schedule such hours to meet operational requirements.

5:05 Shift Exchanges Notwithstanding the above, it is understood that the Platoon Chief or Division Chief where applicable, may grant the request of any two Employees to exchange days off. This would only be considered if there is no additional cost to the Employer.

5:06 Vacancies It is understood that the number of vacancies in the workforce shall at no time be permitted to exceed twenty-five (25). It is also understood that nothing in this clause establishes a minimum staff complement.

5:07 Indemnity The Corporation shall continue to indemnify and save harmless its fire fighters from civil liability flowing from his/her duties and shall continue the coverage under its present existing general liability policy or equivalent coverage.

When a fire fighter is charged with a criminal or quasi-criminal or statutory offence flowing from his/her duties of which he/she is acquitted he/she shall be reimbursed for any charges as are assessed pursuant to the Solicitor's Act, R.S.O. 1990 or as agreed upon by counsel for the Corporation.

This provision applies regardless of whether or not the fire fighter is acquitted where the fire fighter is directed to engage in the conduct in question.

5:08 Employee Parking Free parking shall be supplied by the City for all on-duty Employees of the Department at their place of work, exclusive of Ottawa City Hall.

5:09 Job Security/Contracting Out Except to the extent and to the degree agreed upon by the parties, and except to the extent of the current practice as it relates to volunteer fire fighters, 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.

5:10 Staffing and Officers In Charge This Article is to be implemented in accordance with the timetable below for those locations where the provisions are not yet applicable. Where these provisions are currently in place, they will be maintained.

Minimum Staffing – Pumps and Aerials/Ladders

(a) Pumps shall respond with a minimum company of four (4) fire fighters.
(Implemented by April 30, 2004).

(b) Aerials/Ladders shall respond with a minimum company of three (3) fire fighters.
(Implemented by December 31, 2003).

The only exception to the foregoing would be an unforeseen emergency such as a fire fighter about to leave for an emergency call injuring him/herself and no replacement being available. In this case it would be permissible to send the above listed vehicles with less than the required minimum.

Officer in Charge So far as practical, having regard to the absence of Employees from duty, each Pump, Aerial/Ladder and Heavy Rescue Vehicle of the Department shall be in the charge of an Officer when in service. (Implemented by March 31, 2003). The Employer agrees to consult with the Association when new and different types of vehicles are to be introduced.

So far as practical, each platoon in each station shall be in the charge of a Captain.

5:11 Hepatitis Vaccination The Employer will make available and provide Titer Tests and Hepatitis B shots to Employees.

5:12 Fire Fighter Exchange Program All Employees may apply to participate in the Fire Fighter Exchange Program (the "Program") in accordance with the Program as agreed upon by the Association and the Employer. It is understood that the administration of the Fire Fighter Exchange Program is not the responsibility of Ottawa Fire Service. The Fire Chief shall have final approval of the application, such approval not to be unjustly withheld.

5:13 Department Regulations All regulations governing the Department shall, from time to time, be compiled and made available to each Employee.

ARTICLE 6

VACATION

NOTE: This Article shall commence operation on Jan. 01, 2003; silo contract provisions shall remain in effect until this new article is implemented.

6:01 Entitlement Every Employee of the Fire Department shall be entitled to vacation in accordance with the following formula:

In the year an Employee attains 1 year of service	2 weeks vacation
In the year an Employee attains 3 years of service	3 weeks vacation
In the year an Employee attains 9 years of service	4 weeks vacation
In the year an Employee attains 17 years of service	5 weeks vacation
In the year an Employee attains 24 years of service	6 weeks vacation
In the year an Employee attains 30 years of service	7 weeks vacation

6:02 Vacation Scheduling Shall be drawn by individual selection on a system agreed to by the parties, or, in the absence of agreement, as established by the Chief after consideration of such recommendations as the Bargaining Committee of the Association may see fit to make. Vacation will be taken in a minimum of one week draws with one week representing the period from Monday at 07:00 hours to the following Monday at 07:00 hours. Vacation periods for the foregoing (Section 6:01) will run from January 1st to December 31st of each year.

NOTE: Notwithstanding the above, if no agreement is reached for the vacation draw for the calendar year 2003, the silo provisions would be the default for that year.

6:03 Sick Leave Sick leave may be substituted for vacation leave where it can be established by the Employee, by satisfactory medical confirmation, that the illness or injury occurred while on vacation leave and impacted on that portion of the vacation leave. The re-booking of any affected leave will not impact on other Employees' annual vacations.

6:04 Rate An Employee who enters the services of the Fire Department shall earn vacation at the rate of seven twelfths (7/12) working days for each completed month of service in the first year of employment. Full week entitlements will be scheduled as vacation leave. Any odd day balances thereafter will be paid as vacation pay.

For the purposes of this clause, as it affects Employees working shifts covering seven (7) days a week, twenty-four (24) hours a day, one (1) week equals three and one half (3.5) days.

6:05 Pro-rating In any calendar year an Employee is entitled to vacation in accordance with the formula outlined in Article 6, Section 6:01, subject to the other provisions in Article 6.

(a) Annual vacation leave shall be pro-rated upon retirement provided the Employee has unused annual vacation leave standing to his/her credit at the time of retirement.

(b) Except for reason of death, termination for any other reason will result in pro-rating of an Employee's annual vacation leave.

6:06 Exceeds Entitlement At the date of ratification of this agreement, any Employee actually earning more vacation leave under his/her previous Silo Collective Agreement under the Composite Collective Agreement shall continue to receive that entitlement until such time as the entitlement under this Agreement exceeds the entitlement the Employee was actually earning prior to date of ratification.

6:07 Absence Should an Employee be absent from work for any periods of leave without pay in excess of thirty (30) consecutive calendar days, or for any periods of sick leave and/or LTD and/or WSIB totaling in excess of nine (9) consecutive months, the Employee shall not accumulate any further vacation leave until he/she returns to duty for at least one (1) calendar week. However, in cases of WSIB, this would not apply for any periods that the Employee is in receipt of full salary (as per Sub-Section 9.02).

ARTICLE 7

STATUTORY AND DECLARED HOLIDAYS

NOTE: This Article shall commence operation on Jan. 01, 2003; silo contract provisions shall remain in effect until this new article is implemented.

7:01 Entitlement All Employees shall be entitled on a pro-rata basis to twelve (12) Statutory and Declared Holidays in addition to their annual vacation. In lieu of the Statutory and Declared Holidays, each 24/7 shift Employee in the Fire Fighting and Communications Division and 24/7 shift Employees occupying positions of Safety Officer shall be credited with twelve (12) lieu days, on a pro-rata basis where applicable. Such Employees shall be allowed to choose a cash-in-lieu for any days, or elect to take time off. The time off shall be based on the Employee's regular scheduled workday and must be taken at a mutually agreed upon time. The Employee must signify his/her intention in writing to the Chief by November 1st of the preceding year of the number of days for which they intend to take time off.

The Statutory and Declared Holidays are as follows:

- | | |
|------------------|---------------------|
| 1. New Years Day | 7. Civic Holiday |
| 2. Good Friday | 8. Labour Day |
| 3. Easter Sunday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

In addition to those set out in the preceding paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario, shall be a Statutory or Declared Holiday.

The Employee's date for determining his/her entitlement to payment in lieu of Statutory Holidays shall be the actual date of his/her appointment to the Fire Department.

7:02 Payment Request for payment for owed lieu day(s) must be made at least thirty (30) days in advance of when payment is requested. Employees will only be eligible for payment of any lieu day(s) after the actual Statutory or Declared Holiday has passed. Payment for any outstanding, unscheduled lieu days will be provided on the first pay period in December of each year. The daily rate shall be calculated by dividing the annual rate by one hundred and eighty-two (182) days.

7:03 Work on Statutory Holiday Any Employee required to work on a Statutory Holiday, in addition to his/her regular salary, shall be credited with one half (½) hours pay at straight time for each hour so worked.

For the purpose of this section, the Statutory Holiday shall reflect the twenty-four (24) hour period from 00:01 hours to 23:59 hours inclusively.

Hourly rate shall be calculated by dividing the annual salary by the hours worked in a year.

Payment shall be made to the Employee within thirty (30) days of such holiday.

ARTICLE 8

COURT TIME

8:01 Definition Court time shall be deemed to be time spent by an Employee in his/her off-duty hours in attendance at any court, civil trial, inquest, inquiry or departmental trial or hearing (excluding such time he/she is required to spend on such tribunal for personal reasons) or any time spent as a result of his/her service to the department in litigation of any description.

8:02 Court Overtime

(a) When an Employee is required to attend court during his/her normal tour of duty and is prevented from going off duty at his/her normal time, time in excess of his/her normal tour of duty shall be credited at time and one-half (1½).

(b) When an Employee is required to attend court immediately before his/her tour of duty, he/she shall be paid from the time he/she is required to report for court until he/she reports for duty at the rate of time and one-half (1½).

(c) When an Employee is required to attend court on his/her off-duty hours, he/she shall receive in compensation thereof four (4) hours court time at time and one-half (1½) for each morning, afternoon or evening attendance.

(d) When an Employee is required to attend an inquest and when the inquest continues past 00:30 hours, the Employee shall be entitled to an additional four (4) hours pay at time and one-half (1½) over and above his/her entitlement under 8:02 (c) above.

8:03 While on Vacation When an Employee is required to attend court on any occasion during his/her annual vacation, he/she shall be granted two (2) extra days leave in compensation thereof for each day or portion thereof for which he/she may elect to take pay or time off.

8:04 Fees and Expenses Any fee received by the Employee shall be turned over to the Corporation of the City of Ottawa in lieu of court time as herein defined.

The Employee will be reimbursed for all reasonable expenses associated with his/her attendance at the court, trial, inquest or inquiry.

8:05 Compensation Where an Employee attends court, in accordance with the provisions of Article 8, the time spent by the Employee shall be compensated either with pay or time off in lieu at the Employee's discretion. Where pay is to be received the hourly rate that is utilized in Sub-Section 11:03 will be applicable.

ARTICLE 9

SICKNESS, WORKPLACE SAFETY & INSURANCE, COMPASSIONATE/BEREAVEMENT/FAMILY LEAVE

9:01 Sickness

(a) Entitlement

(i) Cumulative Sick Leave Every Employee shall be entitled to one and one-half (1½) days leave with full pay for every completed month of service from the time of his or her appointment on account of sickness or accident not occasioned by or suffered in the performance of his or her duty. The unused portions of such leave of absence shall be cumulative.

(ii) Sick Leave Standing In February of each year all Employees are to receive a notice informing them of the amount of cumulative sick leave they have to their credit as of January 1st of that year. Also in February the Employees will be advised of the number of sick days deducted as a result of illness in the previous year.

- (iii) Advancement of Credits In the event an Employee has used all of his/her accumulated sick leave credits, and has no other paid leave of any kind, with the approval of the Chief, such Employee may be advanced future sick leave credits to a maximum of eighteen (18) days. Such sick leave advance will be recovered from immediate future earned credits or the equivalent dollar amount will be recovered in the event of termination of employment. For Employees with less than five (5) years service, additional credits may be advanced under the same conditions.
- (iv) Sick Leave Without Pay May be granted for a period up to a maximum of six (6) months to an Employee who is unable to return to work at the termination of the period for which sick leave with pay was granted.
- (v) Donated Services In the event that an Employee has used all his or her accumulated sick leave as hereinbefore provided for sickness or accident not occasioned in the performance of his or her duty, the Executive Board of the Association may, with the approval of the Chief, arrange with other Employees to volunteer their services without pay on their day off so that the effected Employee may continue on the strength of the Department for a period of time.
- (vi) Sick Leave Credit Restrictions Should an Employee be absent from work for any periods of leave without pay in excess of thirty (30) consecutive calendar days, or for any periods of sick leave and/or LTD and/or WSIB totaling in excess of nine (9) consecutive months, the Employee would not accumulate any further sick leave until he/she returns to duty for at least one (1) calendar week. However, in cases of WSIB, this would not apply for any periods that the Employee is in receipt of full salary (as per Article 9:02).

(b) Certification

- (i) A maximum of five (5) days sick leave shall be allowed without furnishing a medical certificate in any one (1) calendar year. For each absence beyond the five (5) days, the Employer may require the Employee to produce a medical certificate. Such medical certificate will be required upon return to work, or earlier if requested by the Chief.
- (ii) For Employees on extended sick leave, the Employer may require the Employee to produce a medical certificate within the first ten (10) calendar days of absence. The Employer may also require the Employee to renew such certificate(s) every month thereafter. When the Employer requires the production of a medical certificate, as required under this Agreement, and there is a cost for such certificate, it will bear the cost of such certificate to a maximum of fifteen dollars (\$15.00) for each medical certificate.

9:02 Workplace Safety and Insurance

- (a) Every Employee off duty as a result of personal injury by accident arising out of, and in the course of his or her employment within the meaning of the Workplace Safety and Insurance Act, 1997 shall be provided with free hospitalization and medical care as prescribed by the *Workplace Safety and Insurance Board* and full salary during the period off duty where the Employee is receiving temporary full loss of earnings benefits from WSIB or where the Employer is providing accommodation within the Department at a wage loss. No Employee whose case is being handled by the *Workplace Safety and Insurance Board* will have his or her employment terminated in the absence of suitable medical evidence which indicates that he or she is unable to return to full employment as a fire fighter or that he or she is unlikely to be able to return at some future date.
- (b) An Employee would only be entitled to receive full salary under the provisions of this Article during any period(s) where the Employee is in receipt of full temporary loss of earnings benefits from WSIB (85% of net salary).
- (c) Full salary is not provided when the Employee is only in receipt of loss of earnings supplements from WSIB.
- (d) Any Employee who is off work on compensation and is found by the appropriate medical authorities (pursuant to the practices of the WSIB) to be unable to return to regular or modified duties, will not be entitled to accumulate further sick leave from the date of official notification from the *Workplace Safety and Insurance Board* that he or she cannot return to work. The Employee will be entitled to use up all accumulated sick leave to his or her credit.
- (e) Any Employee who is off on workplace safety and insurance benefits, and whose medical limitations, as determined by proper medical authorities (pursuant to the practices of the WSIB), prevent him or her from performing the essential duties of his or her regular job but allow him or her to perform some duties, may be provided with temporary modified duties in accordance with the applicable legislation and Collective Agreement provisions.

9:03 Compassionate/Bereavement/Special Leave

The Chief may grant leave of absence with full pay on the following basis:

- (a) Bereavement Leave Death of spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, up to four (4) consecutive calendar days immediately following the death shall be granted, for the purpose of bereavement and attending the funeral.

In extenuating circumstances where the time permitted in (a) above is not sufficient to attend the funeral, or where there is extended travel required to attend the funeral, up

to an additional three (3) consecutive calendar days, if required, shall be provided upon proof satisfactory to the Chief.

If there are other exceptional extenuating circumstances, the Chief may provide an additional calendar day extension to the above leave.

(b) Compassionate Leave In the event of unforeseen medical emergency situations dealing with the serious illness/injury of a spouse, child or parent, the Chief may provide time off work with pay up to a maximum of three (3) days in any calendar year.

(c) Quarantine The time shall be designated by the Medical Officer of Health.

(d) Special Leave One (1) day without loss of pay on the day of the birth of an Employee's child if the Employee is scheduled to work on that day.

9:04 The Chief, on written recommendation of any Medical Doctor, may grant leave of absence without pay for a period of not more than one (1) month in any calendar year as an extension of leave of absence provided by Sub-Section 9:03 of this Article.

ARTICLE 10

PAYOUT OF SICK CREDITS & TERMINAL LEAVE

10:01 Payout at Retirement or Death When an Employee dies or retires with accumulated sick leave days to his/her credit, payment of such accumulated sick leave days shall be made to the estate of the Employee or to the Employee him/herself in accordance with the provisions contained in his/her former respective Collective Agreement for Employees hired prior to October 23rd, 2002 (as per (a) to (d) below). For Employees hired after October 23rd, 2002, and for Employees from the Cumberland and Gloucester Silos who were not covered by the cumulative sick leave system, eligibility will be in accordance with (e) below.

(a) For Employees from the former Gloucester Silo On retirement or death, there shall be paid to such Fire Fighter or, in the case of death, to his/her estate, a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary. Such pay out shall be based upon a twelve (12) hour day.

(b) For Employees from the former Kanata Silo Should a full-time fire fighter retire or die with sick pay credits to his or her account, he/she or his or her estate shall receive payment of one-half (1/2) of his or her accumulated sick leave total, up to a maximum of one-half (1/2) his or her current salary. For the purpose of calculation, a days pay shall be 1/182 of annual salary for 24/7 shift Suppression Division Employees.

- (c) For Employees from the former Nepean Silo On retirement, there shall be paid to such Fire Fighter a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary. In the event of death, there shall be paid to his/her estate a payment equal to all accumulated sick day credits. Such payouts shall be based on a day equating to annual salary divided by 261 days.
- (d) For Employees from the former Ottawa Silo When an Employee dies or retires with accumulated sick leave to his/her credit, payment of such accumulated sick leave shall be made to the estate of the Employee or to the Employee himself/herself to a maximum of one-half (½) of the annual salary for the Employee's classification as set forth in the salary schedule of this Collective Agreement. One half of the annual salary is to be equated to 130½ days pay.

The allowance shall be based on the daily salary or wage of the Employee in effect at the date of severance of employment counting working days only. For the purpose of determining the daily rate applicable to credits of Article X, the annual salary should be divided by 261 days.

- (e) For all Employees hired after October 23rd, 2002, as well as Employees from Cumberland and Gloucester previously covered by the IPP Plan. On retirement or death, there shall be paid to such Fire Fighter or, in the case of death, to his/her estate, a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary (130 days pay). Such pay out shall be based on a day equating to annual salary divided by 261 days.

For the Employees from Cumberland who previously received a pay out of Sick day credits when their cumulative sick leave system was discontinued, the 130 day maximum will be reduced by the number of days previously paid.

10:02 Payout of Credits at Voluntary Resignation Every Employee who voluntarily resigns from the Fire Department after completing ten (10) years' service shall be paid for fifty per cent (50%) of the accumulated sick leave credits to his/her credit to a maximum of one-half (½) year's annual salary (130 days). Such pay out shall be based on a day equating to annual salary divided by 261 days.

10:03 Terminal Leave

(Applicable only to Employees from the former Ottawa Silo who retire before year 2015)

If any Employee before reaching his/her sixtieth (60th) birthday notified the Chief that the Employee desires to take terminal leave prior to the date of retirement, the Employee shall be entitled to use any accumulated but unused sick leave credits as leave of absence with full pay for such number of working days not exceeding one hundred and thirty (130) days immediately prior to the date of retirement. For the purposes of this Article, a day equates to annual salary divided by 261 days.

The granting of such leave does not create a vacancy in the workforce until such time as the Employee commences his/her retirement. It is understood that any applicable promotions will be made to fill the rank that the Employee may have held upon the commencement of this leave. An Employee on terminal leave does not accumulate any of the following: sick leave, lieu days and uniform issue. Vacation leave will be prorated in accordance with Article 6.

ARTICLE 11

SALARIES

11:01 By Classification

Classifications	Jan 1/01	Jan 1/02	July 1/02	First Pay in which Jan 1st falls
Group 1 Probationary Fire Fighter 60% of first class fire fighter	\$35,310.00	\$36,299.00	\$36,662.00	\$37,212.00
Group 2 4 th Class Fire Fighter 70% of first class fire fighter	\$41,195.00	\$42,348.00	\$42,772.00	\$43,414.00
Group 3 3 rd Class Fire Fighter 80% of first class fire fighter	\$47,080.00	\$48,398.00	\$48,882.00	\$49,616.00
Group 4 2 nd Class Fire Fighter 90% of first class fire fighter	\$52,965.00	\$54,448.00	\$54,992.00	\$55,818.00
Group 5 1 st Class Fire Fighter 100% of first class fire fighter	\$58,850.00	\$60,498.00	\$61,103.00	\$62,020.00
Group 6 Lieutenant Fire Prevention Officer Communications Supervisor Maintenance Officer 110% of first class fire fighter	\$64,735.00	\$66,548.00	\$67,213.00	\$68,222.00

Group 7.....	\$70,620.00	\$72,597.00	\$73,323.00	\$74,424.00
Captain				
Training Officer				
Safety Officer				
Assistant Division Chief - Prevention				
Assistant Division Chief - Communications				
Equipment/Mechanical Coordinator				
Respirator Program Coordinator				
Maintenance Division Coordinator				
120% of first class fire fighter				
Group 8.....	\$76,505.00	\$78,647.00	\$79,433.00	\$80,626.00
District Chief				
Division Chief Training				
Division Chief – Planning/Safety				
Division Chief Prevention				
Division Chief Communications				
130% of first class fire fighter				
Group 9.....	\$82,390.00	\$84,697.00	\$85,544.00	\$86,828.00
Platoon Chief				
140% of first class fire fighter				

11:02 Dispatch Centre

Progression within each of the classifications would be in accordance with the criteria outlined in Section 15:02 (b).

Movement from the call-taker classification to the dispatch classification would be by the promotion process.

(a) Call-Taker

STEP 1 – 60% of First class Fire Fighter

STEP 2 – 65% of First Class Fire Fighter

STEP 3 – 70% of First Class Fire Fighter

(b) Dispatcher

STEP 1 – 70% of First Class Fire Fighter

STEP 2 – 80% of First Class Fire Fighter

STEP 3 – 90% of First Class Fire Fighter

STEP 4 - 100% of First Class Fire Fighter

NOTE: STEP 1 – Commencing Jan. 01, 2006 will be adjusted to 75% of First Class Fire Fighter.

11:03 Calculation of Annual & Daily Rates

- (a) Except where otherwise provided in this agreement, the calculation of the daily rate for Employees in Suppression working the 24/7 shift, and other Employees working the same shift schedule, will be determined by dividing the annual salary by 182 days. The hourly rate shall be determined by dividing one day's pay by twelve (12) hours.
- (b) For Employees working a five-day week the daily rate will be calculated by dividing the annual salary by 261 days.
- (c) The annual rates given are the official rates. For payroll purposes the bi-weekly pay rates will be calculated by utilizing the following formula:

$$\frac{\text{Annual Salary}}{26.088}$$

11:04 Service Pay (applicable only to Employees hired prior to date of ratification)

- (a) Each Employee who has completed ten (10) years service in the Department and annually thereafter shall in addition to the salary set out in Sub-Section 11:01, receive a service bonus in accordance with the following scale:
 - In the year an Employee attains 10 years of service \$120.00
 - In the year an Employee attains 15 years of service \$180.00
 - In the year an Employee attains 20 years of service \$240.00
 - In the year an Employee attains 25 years of service \$300.00
 - In the year an Employee attains 30 years of service \$360.00
 - In the year an Employee attains 35 years of service \$420.00
- (b) Employees having completed the requirements of Sub-Section (a) of Section 11:04 are entitled to the full amount upon termination of employment for whatever reason in the calendar year.
- (c) Service Bonus shall be paid with the second cheque in November of each year.

11:05 Pay for Acting Rank An Employee detailed or assigned to assume the duties and responsibilities of, or to act in the capacity of and perform the duties normally performed by an Employee of a higher job classification or rank shall be paid acting pay at the rate of that paid to the Employee of higher rank or job classification for all periods in which the Employee so acts.

Para Trainers* will be paid as Captains for the periods of time they are detailed and assigned to conduct training and/or education exercises.

***NOTE:** Para Trainer means non-Training Division Employee who has been designated and assigned by the Chief to conduct training and education exercises, after having received specialized training and instruction to conduct training and education exercises.

11:06 Training Leave and Allowance Employees of the Fire Department attending the Ontario Fire Marshal's College with authorization of the Chief shall be entitled to expenses of ten dollars (\$10.00) per day. Employees authorized and attending training, seminars, and conferences outside of the City where meals and/or accommodations are not provided, shall be reimbursed for such meals as follows: breakfast, nine dollars (\$9.00); lunch, fourteen dollars (\$14.00); dinner, twenty-two dollars (\$22.00). Employees shall be reimbursed a reasonable amount for accommodations when supported by a receipt. They shall also be reimbursed for any other necessary expenses directly related to the training when supported by receipts.

For purposes of coverage under the Workplace Safety and Insurance Act, 1997, Employees authorized to attend seminars or conferences will be covered in accordance with the Act while traveling to and from such conferences and conventions and while in attendance.

Employees working a night shift immediately prior to the commencement of the course, seminar or conference authorized by the Fire Department shall be free from Fire Department duties for that night shift. In addition, Employees required to travel outside of town will be permitted sufficient time for travel.

11:07 Automobile Allowance Personnel authorized by the Chief to use their privately owned automobiles on City business shall be reimbursed at the rate of thirty-five cents (0.35) per kilometre. In addition, when such authorized Employees use their automobiles on an ongoing basis for business purposes and there is an additional cost for automobile insurance for that business travel, then, at year-end, such Employees shall be reimbursed for the additional insurance amount directly attributable to business travel, when supported by receipts. The Employer retains the right to question any claim that appears unreasonable.

11:08 Cleaning Allowance All Employees of the Fire Department required to wear serge uniforms at work on a regular ongoing basis shall receive a cleaning allowance of twenty-five dollars (\$25.00) per month on active duty or part thereof, from the time of

entitlement. This allowance is to be paid in a lump sum with the first pay in December of each year.

11:09 Overtime

- (a) Regular When an Employee of the Department is required to work additional hours outside of his/her regular working hours, he/she shall be paid at the rate of one and one-half (1½) hours for every hour of overtime he/she is required to perform. However, an Employee not on stand-by who receives a call-back after returning home requiring the Employee to work additional hours outside of his/her regular shift shall be guaranteed a minimum of three (3) hours at the overtime rate for the call-back. All overtime worked in excess of his/her normal workday or workweek shall be paid within thirty (30) days of the overtime being submitted.

When Employees in suppression are to be called-back for regular overtime, except in emergency situations, a rotating callback system shall be used.

- (b) Committee Work When an Employee of the Fire Fighting Division is required for committee work after his/her regular working hours, the Employee shall be provided overtime at the rate of one and one half-hour (1½) for every overtime hour worked. Such overtime shall be credited to the Employee's time off in lieu bank, to the extent of the cap in that bank. Payment would be provided once the cap has been reached and shall be payable within thirty (30) days of the request for payment being submitted.
- (c) Time Off In Lieu for Overtime and Call-Back In lieu of payment for overtime and/or call-back, an Employee with room in his/her time off in lieu bank may elect to bank credits in that time off in lieu bank, which shall be capped at one hundred and sixty-eight (168) straight time hours. It is understood that the time credited to the time off in lieu bank is to be taken in time off at a mutually agreeable time. If the time off provided requires a replacement, then the time off in lieu bank shall be deducted at one and one-half (1½) hours for each hour taken in time off. In the event of death or retirement where the Employee was not able to use all of the banked credits, payment will be provided for any unused credits.

Employees who have in excess of one hundred and sixty-eight (168) straight time hours at the date of ratification of this agreement will be credited with the additional hours in his/her time off in lieu bank, and will be provided payment for any subsequent overtime worked until the cap is reduced below the one hundred and sixty-eight (168) straight time hour maximum.

- 11:10 Stand-By Pay Any Employee who is designated and required to stand-by shall receive one (1) hour's pay at straight time rates for nights falling on Mondays through Fridays. Stand-by pay for each Saturday, each Sunday and each Statutory Holiday shall be at the rate of three and one-half (3½) hours straight time. Payment will be provided within thirty (30) days of the stand-by being submitted.

On any call-out from stand-by, the Employee shall be paid at a rate of time and one-half (1½) over and above his/her stand-by time, with a minimum of two (2) hours for each call-out. Payment shall be provided within thirty (30) days of the call-out being submitted.

ARTICLE 12

BENEFITS – MEDICAL PLAN, DENTAL PLAN, LIFE INSURANCE, LONG-TERM DISABILITY

- 12:01 Medical Plan The City shall provide and pay 100% of the premiums for a Major Medical Supplementary Health Plan, which will include Semi-Private coverage and Vision Care at \$200/24 months per claimant.

Should the Employer Health Tax be discontinued and replaced by a form of premium payment for Medicare coverage, the City would pay 100% of such premiums, with Employees residing in Quebec eligible for the equivalent payment if not covered elsewhere.

- 12:02 Life Insurance The City shall provide coverage for basic life insurance for all Employees at 2x salary, plus coverage for an additional 2x salary for AD&D. In addition, further coverage of 2x salary will be provided in the event the fire fighter is killed in the course of duty. The life insurance premiums shall be 100% Employer paid.

- 12:03 Dental Plan The Employer shall provide Employees a dental plan equivalent to the basic Blue Cross # 7 (100% coverage with a \$1,000 annual maximum) Basic Dental Services, and Rider 1 (100% coverage with a \$1,000 annual maximum) for Endodontic and Periodontic Services, and Rider 2 (80% of schedule with a \$1,000 annual maximum) Dentures, and Rider 3 (50% of schedule with a \$1,000 annual maximum and \$3,000 lifetime maximum) Orthodontic Services, and Rider 4 (50% of schedule with a \$1,000 annual maximum and a \$3,000 lifetime maximum) Major Restorative Services. Coverage shall be to the current minus one year O.D.A Schedule of Fees for General Practitioners as of January 1st of each year. Recalls will be on a nine (9) month basis.

The premiums of this plan shall be shared with the Employer paying 75% and the Employee paying 25%.

- 12:04 Long Term Disability The City will provide and pay 100% of the premiums for a long-term disability plan which will provide payment at 75% of regular salary after a waiting

period of the later of; the expiry of the Employee's sick leave credits, or seventeen (17) weeks.

Where an Employee returns to work from long-term disability, is subsequently off work due to illness and medically unable to return to alternate/modified duties, and where it is anticipated that such Employee will be approved for LTD following the waiting period, and where such Employee has no remaining sick credits, advanced future sick leave credits to cover the waiting period for LTD will be provided by agreement of the parties. Such sick leave advance will be recovered from immediate future earned credits or the equivalent dollar amount will be recovered in the event of termination of employment.

Employees who are in receipt of long-term disability benefits shall continue to be covered by the extended health, dental, and life benefits specified in 12.01, 12.02, and 12:03, for a period of two (2) years from commencement of receipt of the benefit. This coverage may be further extended by agreement of the parties.

- 12:05 Insurance Carrier The Employer has the right to change its insurance carrier for the benefit plans at any time so long as the benefits at changeover are at least equal to the plans being replaced, and the Association has been notified in writing at least thirty (30) days prior to such change taking place.

ARTICLE 13

GRIEVANCE PROCEDURES

- 13:01 Definition A grievance is a complaint in writing arising from a difference between the parties over the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitral, per section 53(1) of the *Fire Protection and Prevention Act*, 1997.
- 13:02 Grievance Committee The Association shall appoint a grievance committee (hereinafter referred to as the Grievance Committee). The Association shall give the City written notice of the appointment of each such member of the Grievance Committee and written notification of any change in the personnel of the Grievance Committee, as soon as it is known.
- 13:03 Complaint Stage It is the mutual desire of the Employer and the Association that complaints of the Employee be adjusted as quickly as possible. The Employee shall discuss his/her complaint with his/her superior Officer within fifteen (15) calendar days of becoming aware of the incident giving rise to the complaint in order to afford the superior Officer an opportunity to resolve the complaint. It is understood that an Employee has no grievance unless he/she has discussed the complaint with his/her superior Officer. In discussing his/her complaint, the Employee may be accompanied by one (1) authorized representative of the Association.

- 13:04 Initiating a Grievance If the complaint is not settled by his/her superior Officer within seven (7) calendar days, the Employee must submit the potential grievance to the Grievance Committee within ten (10) calendar days.

If the Grievance Committee considers the grievance to be justified it shall forward a copy of the grievance to the Fire Chief (with a copy to the Director of Labour Relations) within fourteen (14) calendar days of the receipt of the potential grievance from the Employee. The grievance shall identify the individual grievor(s), the reason(s) for the grievance, the article(s) alleged to be violated, and the remedy sought.

- 13:05 Step 1 Upon receipt of such grievance, the Fire Chief/Designated Deputy Chief shall meet with the representative(s) of the Grievance Committee within ten (10) calendar days and shall render a decision in writing within seven (7) calendar days of the meeting.

- 13:06 Referral to Arbitration If there is no satisfactory resolve to the grievance after exhausting Step 1 of the grievance process, either party may notify the other party in writing of its desire to submit the grievance to arbitration. Such notification must be given within ten (10) calendar days of receipt of the decision at Step 1 of the grievance process. Notification by the Association will be to the Fire Chief and the Director of Labour Relations.

The Association and the Director of Labour Relations may agree upon a list of arbitrators for a defined period of time. Absent of such an agreement, the arbitrator shall be selected in accordance with the *Fire Protection and Prevention Act*, 1997 as amended.

- 13:07 Employer Grievances In the event the Employer wishes to submit a grievance alleging the violation of the Collective Agreement, the grievance may be submitted by the Director of Labour Relations to the Grievance Committee within fourteen (14) calendar days of him/her becoming aware of the incident giving rise to the grievance.

The Grievance Committee shall meet with the Director of Labour Relations or Designate within ten (10) calendar days of receipt of such grievance and shall render a decision within five (5) calendar days of the meeting.

In the event the decision of the Grievance Committee is not accepted, then the matter may be referred to arbitration in accordance with the process outlined in the “Referral to Arbitration” Section above. Notification would be to the Chairperson of the Grievance Committee.

- 13:08 Group Grievances Where the same grievance involves more than one Employee or where there are grievances of an identical nature, these shall be deemed to be a group grievance and processed as such.

- 13:09 Policy Grievances Where a difference arises directly between the Association and the Employer relating to the interpretation, application or administration of this agreement, it will be deemed a policy grievance and the Grievance Committee shall file this grievance

directly at Step 1 of the grievance process within fourteen (14) calendar days of becoming aware of the incident giving rise to the grievance. These Step 1 Policy Grievances will be submitted to the Director of Labour Relations rather than the Fire Chief.

- 13:10 Grievances Regarding Suspensions or Discharges Where a grievance relates to a suspension or discharge, the Grievance Committee shall file the grievance at Step 1 within ten (10) calendar days after the Employee has been notified of the suspension or discharge. In cases of discharge, a copy of the discharge notice shall be forwarded to the Association (Grievance Committee) immediately after it has been given to the Employee.

In any discharge or discipline grievance, the arbitrator shall have the power to resolve the grievance by any arrangement, which in his/her opinion is just and equitable.

- 13:11 Time Limits The time limits specified in the grievance process outlined herein may be extended by written mutual agreement of both parties.

ARTICLE 14

DISCIPLINE AND DISCIPLINARY PROCEDURES

- 14:01 Personnel File Any notice of disciplinary action which may have been placed on the personnel file of an Employee shall be removed after not more than thirty-six (36) months have elapsed since the disciplinary action has been taken provided that no further disciplinary action has been recorded.

- 14:02 Access to Personnel File An Employee shall have the right upon ten (10) days written notice to the Chief of the Department to have access to his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An Employee will have the right to have an Association representative accompany him/her.

- 14:03 Disciplinary Procedure Except in emergency situations, after an initial investigation has been completed, the following procedure will be effective when the intended resultant action to be taken by the Chief could fall into the following categories: suspension, dismissal, demotion, reduction in classification, reduction in pay;

(a) A meeting with the Employee will be scheduled, and the Chief will inform the accused Employee in writing of the time and date of the scheduled meeting and that it is a disciplinary matter and that he/she is entitled to have a representative of the Association in attendance. The Employee will also be advised of the charge, together with such particulars including details as to time and place, as will leave the Employee under no misapprehensions regarding the allegations against him/her.

- (b) Prior to or at the meeting, the accused Employee shall be allowed to give in writing any explanation, which he/she may wish to offer.
- (c) When the Employee is advised of the action to be taken by the Chief, he/she shall be notified that he/she can resort to the grievance procedure under Article 13 if he/she believes he/she has been unjustly dealt with.
- (d) Whenever an Employee is discharged by the Chief, the latter shall notify the Association of his/her action and the reasons thereof and the Association shall have reasonable opportunity of making representations thereon to the Chief. It is understood that the release of this information will only be made with the approval of the effected Employee.

ARTICLE 15

SENIORITY AND PROMOTIONS

15:01 Seniority

- (a) Calculation of Seniority For bargaining unit seniority purposes, unless provided for herein, an Employee's length of service shall be calculated from the date the Employee commenced employment with the Ottawa Fire Service, and shall include previously recognized service with the Fire Departments of the Cities of Cumberland, Gloucester, Kanata, Nepean, and Ottawa, as well as any other required seniority recognition provisions under the *City of Ottawa Act*, 1999, and/or the *Public Sector Labour Relations Transition Act*, 1997.
- (b) Loss of Seniority An Employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, or a leave of absence approved by the Employer. An Employee shall lose his/her seniority in the event of:
 - (i) Discharge for cause and not reinstated.
 - (ii) Termination of employment for any other reason.
- (c) Seniority Lists
 - (i) Seniority List - The Employer will provide the Association with a seniority list in January of each year, indicating names, classifications, date of birth, seniority and the date of hire of each Employee in the bargaining unit. The list will be compiled as of December 31st each year. A copy of the list will be posted in all workplaces.
 - (ii) Promotion Seniority List - The Employer will provide the Association with a seniority list for promotion purposes in January of each year, indicating names,

classifications, date of birth, division specific seniority and the date of hire of each Employee in the bargaining unit. The list will be compiled as of December 31st each year.

- (d) Accumulation Of Seniority - An Employee shall continue to accumulate seniority if he/she is absent from work because of sickness, accident, or a leave of absence approved by the Employer with the following provisos:
- (i) On LTD – Seniority shall only continue to accumulate for the first two (2) consecutive years while on LTD.
 - (ii) Leave without pay – Seniority shall continue to accumulate for leaves of absences for the first year of the absence only.
 - (iii) Pregnancy/Parental Leave – Seniority shall continue to accumulate for all periods of approved pregnancy/parental leaves.

15:02 Promotions

- (a) Probationary to First Class Fire Fighter (Suppression Division)
- (i) Rank Progression Progression through the range from probationary fire fighter to first class fire fighter is based on service with qualifications. Progression shall take place as a result of the successful completion of a written examination, personal assessment and on completion of the following periods of service in each classification.
 - a. Probationary fire fighter one (1) year.
 - b. Fourth class fire fighter one (1) year.
 - c. Third class fire fighter one (1) year.
 - d. Second class fire fighter one (1) year.
 - (ii) Minimum Score To progress from probationary fire fighter to fourth class fire fighter, probationary Employees must achieve a minimum score of sixty-five percent (65%) on the written examination; progression from fourth class fire fighter to first class fire fighter, Employees must achieve a minimum score of seventy per cent (70%) on the written examination. Employees must also obtain at least a satisfactory work performance for the previous twelve (12) months.
 - (iii) Subject Material The subject material for all examinations will be drawn from the most current:
 - a. Ottawa Fire Services Training Manual
 - b. IFSTA Essentials Manual (or agreed to alternative)
 - c. High-rise Manual (or agreed to alternative)
 - d. General Orders

e. Standard Operating Guidelines

It is understood that any material mandated by law or statute that the Employees are required to know in the regular performance of their duties, and which could be examinable, would be incorporated in the above material.

It is also understood that the Employer will identify the areas/sections from which the examination material may be drawn.

It is understood that such materials will be provided to each Employee:

- A. At least nine (9) months prior to the date of the promotional examination for the material specified in a, b, and c above.
- B. At least four (4) months prior to the date of the promotional examination for all other material in d and e above.

(iv) Use of Calculators If calculations are required, the use of non-programmable calculators will be allowed for the examinations.

(v) Review Board A Review Board comprised of two (2) representatives of the Employer and two (2) representatives of the Association will be established to review any questions that may arise related to questions on the examinations. All questions shall be in writing to the Fire Chief within seven (7) days of the date of receiving the examination results. Adjustments will be made when there is a consensus of the Review Board. The decision of the Review Board shall be final.

(vi) Salary Adjustments The date of increase of the adjustment of the Employee's annual salary for Employees who advance to the next classification shall be the anniversary date of the Employee's hiring.

(vii) Re-write for Illness In the event that an Employee is unable to write due to illness or accident (confirmed by a medical certificate), he/she will be permitted to write another examination within thirty (30) days of the date when the original written examination was held. Such Employee will be advised of the time and location at least one (1) week in advance. It is understood that if the Employee successfully completes that examination that he/she will have his/her pay and classification backdated to his/her anniversary date. In the event the illness is of a prolonged nature, the parties will meet to discuss alternatives.

(viii) Re-write In the event that an Employee does not achieve the scores set out in Sub-Section 15:02 (ii) on a promotional examination, he/she will be permitted the opportunity to be re-examined at least thirty (30) days after, but also within ninety (90) days of the date of the notice of failure of the examination. Such notice will be in writing and will outline the process for re-examination.

It is understood that if the Employee successfully completes the re-write of the examination, he/she will have his/her pay and classification backdated to his/her anniversary date.

- (b) Communications & New Divisions It is agreed that the annual progression through each step of the salary range for dispatchers in the Communication Division shall take place as a result of the successful completion of a written examination, and a satisfactory work performance. The examination will be objective in nature to test the Employees knowledge and ability to do the job, and will require a mark of at least sixty-five percent (65%) to progress from probationary and seventy percent (70%) for all others.

Employees will be advised of the subject material for the examination at least two (2) months in advance at an informal information session.

In the event that it is necessary to determine a progression mechanism for any other division in the Department, the parties agree to negotiate such terms as may be required.

- (c) Service eligibility to compete for entrance level Officer positions

- (i) To be eligible to apply for entrance level Officer positions in Suppression, Safety, and Training, an Employee must have a minimum six (6) years as a 1st Class Fire Fighter (at least ten (10) years in Suppression) before March 15th of the year of the competition, and must be attached to Suppression for the one (1) year period immediately before the competition.
- (ii) To be eligible to apply for entrance level Officer positions in Fire Prevention, Public Education, Mechanical, Maintenance, and Planning an Employee must have a minimum five (5) years service before March 15th of the year of the competition.
- (iii) To be eligible to apply for entrance level Officer positions in Communications, an Employee must have a minimum five (5) years service with the Communications Division before March 15th of the year of the competition.
- (iv) If any position is not filled through the initial competition, then following discussions with the Association, an expedited process will be implemented to determine if there are any suitably qualified candidates within the bargaining unit, who were not eligible under the initial terms of the competition.
- (d) Service eligibility to compete for all other Officer positions After the initial promotion to Officer rank, an Employee must have two (2) years in the attained rank before March 15th of the year of the competition before being eligible to write for a promotion to the next highest rank, and must be attached to the applicable Division for the one (1) year period immediately before the competition.

15:03 Officer Vacancies

All Officer vacancies shall be filled as follows:

- (a) Where a Promotion/Acting list exists, and where there is a vacancy that is to be filled, the appointment shall become effective within thirty (30) days of such vacancy. In such instance, for seniority purposes only, the effective date of the promotion will be considered the date the position to be filled became vacant.
- (b) Where there is no Promotion/Acting list in effect, and where there is a vacancy that is to be filled, the appointment shall become effective within ninety (90) days of such vacancy. In such instances, for seniority purposes only, the effective date of the promotion will be considered the date the position to be filled became vacant.

15:04 Details of competition for Officer positions below the rank of Platoon Chief (Suppression).

- (a) Frequency The competitions will be held between February 1st and 15th every second year.
- (b) Posting The City will post notice of the competitions at least four (4) months in advance, identifying the rank and positions for the competitions, and the specific requirements and the details of the competition. Applicants must submit written notice of their intention to compete as soon as possible after notification, but no less than two (2) months prior to the date of the competition.
- (c) Information Sessions Between four (4) months and two (2) months prior to the exam date the City will hold information sessions for all positions. Two (2) or more sessions per rank will be held enabling all platoons to attend. The purpose of the sessions will be to inform prospective candidates about the process and answer any questions the candidates may have regarding process. The notice of the sessions shall be posted in all workplaces thirty (30) days prior to the date of the first session.
- (d) Two-Year Promotion/Acting lists Subject to there being sufficient Employees on the list to meet requirements, the Promotion/Acting lists will be effective for a period of two (2) years commencing March 15th of the year of the competition. Notwithstanding the above, if there are not sufficient Employees on a list, agreement will be reached between the parties for alternate arrangements to permit the staffing in a timely fashion.
- (e) On Duty Personnel Subject to operational requirements, the written examination will be given to all candidates on the same day, and replacements, if necessary, shall be arranged by the candidates themselves. Replacements will be paid for this time at the applicable overtime rate of pay, or may elect to receive alternate time off. Notwithstanding the foregoing, no eligible Employee will be denied the opportunity of competing in the promotional examinations.

- (f) Written Examination The competitions for these ranks will consist of a written examination, which will be objective in nature, to assess the Employees' knowledge and ability. The subject material of the examination will be drawn from the examinable material identified below:

The subject material for all examinations will be drawn from the most current:

- i. Ottawa Fire Services Training Manual
- ii. IFSTA Company Officer (or agreed to alternative)
- iii. High-rise Manual (or agreed to alternative)
- iv. General Orders
- v. Standard Operating Guidelines

It is understood that any material mandated by law or statute that the Employees are required to know in the regular performance of their duties, and which could be examinable, would be incorporated in the above material.

It is also understood that the Employer will identify the areas/sections from which the examination material may be drawn.

It is understood that such materials will be provided to each Employee at least nine (9) months prior to the date of the promotional examination. Copies of new General Orders (iv.) and/or Standard Operating Guidelines (v.) may be issued at least four (4) months prior to the date of the promotional examination.

- (g) Re-write for Illness In the event an Employee is not able to write the examination because of illness or accident (confirmed by a medical certificate), arrangements will be made to provide the opportunity for another examination one (1) year later.
- (h) Association Observer: An Association representative may be present at each written examination.
- (i) Use of Calculators If calculations are required during the examination, the use of non-programmable calculators shall be permitted.
- (j) Work Performance To be eligible to compete in any competition, the Employee must have at least a satisfactory work performance over the most recent two (2) year period. To remain on the Promotion/Acting list, the Employee must retain that work performance. No Employee will be declared ineligible for a competition or removed from a Promotion/Acting list because of unsatisfactory work performance without the approval of the Fire Chief. In such cases an explanation will be in writing to the Employee explaining the reasons for the less than satisfactory work performance rating. An Employee will be eligible to compete unless he/she has been advised in writing of the unsatisfactory work performance. Such notice will be given as soon as administratively possible after that determination has been made.

- (k) Minimum Exam Score & Composition For the eligible candidates to qualify for placement on the Promotion/Acting list, the Employee must achieve a score of at least seventy percent (70%) on the written examination. For those Employees who qualify, order of placement on the list will be determined by adding the Employees' score on the written examination factored out of sixty (60) and the Employees service credits to obtain a final score.

The written examination shall consist of multiple choice, true and false, and workplace desktop scenario questions.

At no time shall the weight of any single component be more than forty percent (40%).

- (l) Service Credits Non-Officers Service credits for non-Officers applying for entrance level Officer positions will be calculated based on two (2) credits per year (pro-rated to completed days) to a maximum of thirty (30) credits. Such service credits would only start accumulating once the Employee reaches the service eligibility requirements identified in 15:02(c)(i).
- (m) Service Credits Officers Service credits for Officers will be calculated on the basis of three (3) credits per year in present Officer rank (pro-rated to completed days) to a maximum of thirty (30) credits.
- (n) Responsibility It is recognized that the Chief of the Fire Department has the final responsibility for the selection of a member of the Department for promotion. If promotions are not made in accordance with the Promotion/Acting list, the Fire Chief will give his/her reasons in writing to the candidates concerned at the candidates' request. The candidate by-passed in terms of promotion will have the right to appeal through the normal grievance procedure as laid down within this Agreement.
- (o) Copy of Exam An Employee may take a copy of the examination questions when the competition is completed. In addition, a copy of the Employee's written examination may be picked up and signed for by the candidate at the Fire Chief's office. This will include the candidate's mark and the service credits added to the score. The candidate will also be given his/her placement on the Promotion/Acting list, subject to change due to any amendments.
- (p) Review Board A Review Board comprised of two (2) representatives of the Employer and two (2) representatives of the Association will be established to review any questions that may arise regarding questions on the examinations. All questions shall be in writing to the Fire Chief within seven (7) days of the date of receiving the examination results. Adjustments will be made when there is a consensus of the Review Board. The decision of the Review Board shall be final.

- (q) Promotion/Acting lists A copy of the complete Promotion/Acting lists for all positions, including the scores of all candidates, will be kept in the Fire Chief's office and the Association's office. The only lists to be made public will be the lists indicating the number required for promotion and acting. These lists will be posted in all workplaces and shall not indicate the scores of those individuals on the lists.
- (r) Event of a Tie Where two (2) or more candidates are tied seniority shall be the determining factor. Where two (2) or more candidates are tied and have the same seniority a draw will be conducted to determine the order of promotion, with his/her seniority back-dated to the date of the previous Employee's promotion.
- (s) Acting Assignments It is agreed that the Promotion/Acting lists will be used to determine entitlement to acting assignments in the ranks.
- (t) Return to Former Rank For an initial twelve (12) month period, upon written request to the Fire Chief, any Officer wishing to return to his/her former rank may be granted this request at the first available opportunity. Employees returning to their former rank will be removed from the existing Promotion/Acting list.

15:05 Details of competition for Platoon Chief

- (a) Frequency The competition for this position will held between February 1st and 15th every second year.
- (b) Posting The City will post notice of the competition at least four (4) months in advance, identifying the rank and position for the competition, the specific requirements and the details of the competition. Applicants must submit written notice of their intention to compete as soon as possible after notification, but no less than two (2) months prior to the date of the competition.
- (c) Information Sessions Between four (4) months and two (2) months prior to the exam date the City will hold information sessions for the position. Two (2) or more sessions per rank will be held enabling all platoons to attend. The purpose of the sessions will be to inform prospective candidates about the process and answer any questions the candidates may have regarding process. The notice of the sessions shall be posted in all workplaces thirty (30) days prior to the date of the first session.
- (d) Two-Year Promotion/Acting List Subject to there being sufficient Employees on the list to meet requirements, the Promotion/Acting lists will be effective for a period of two (2) years commencing March 15th of the year of the competition. Notwithstanding the above, if there are not sufficient Employees on a list, agreement will be reached between the parties for alternate arrangements to permit the staffing in a timely fashion.
- (e) Examination Components Competition for this rank will consist of a structured oral interview/exam. All candidates shall be given the same oral interview/exam.

- (f) On Duty Personnel Subject to operational requirements, Employees will be given time off to participate in the competition, and replacements, if necessary, will be paid for this time at the applicable overtime rate of pay, or may elect to receive alternate time off. Notwithstanding the foregoing, no eligible Employee will be denied the opportunity of competing in the promotional examination.
- (g) Re-examination for Illness In the event an Employee is not able to participate in the process because of illness or accident (confirmed by a medical certificate), arrangements will be made to provide an opportunity for another examination as soon as reasonable and practical within the next twelve (12) months.
- (h) Work Performance To be eligible to compete in this competition, the Employee must have at least a satisfactory work performance over the most recent two (2) year period. To remain on a Promotion/Acting list, the Employee must retain that work performance. No Employee will be declared ineligible for a competition or removed from a Promotion/Acting list because of unsatisfactory work performance without the approval of the Fire Chief. In such cases an explanation will be provided in writing to the Employee with the reason(s) for the less than satisfactory work performance rating. An Employee will be eligible to compete unless he/she has been advised in writing of the unsatisfactory work performance. Such notice will be given as soon as administratively possible after that determination has been made.
- (i) Minimum Exam Score & Composition For eligible candidates to qualify for placement on a Promotion/Acting list, the Employee must have achieved a minimum score of seventy percent (70%) on the oral interview/exam process. For those Employees who qualify, order of placement on the list will be determined by adding the Employees score from the oral interview/exam factored out of sixty (60) and the Employees service credits to obtain a final score.
- (j) Service Credits - Officers Service credits will be calculated on the basis of three (3) credits per year at his/her present Officer rank (pro-rated to completed days) to a maximum of twenty-four (24) credits.
- (k) Responsibility It is recognized that the Chief of the Fire Department has the final responsibility for the selection of a member of the Department for promotion. If promotions are not made in accordance with the Promotion/Acting list, the Fire Chief will give his/her reasons in writing to the candidates concerned at the candidates' request. The candidate by-passed in terms of promotion will have the right to appeal through the normal grievance procedure as laid down within this Agreement.
- (l) Copy of Interview Record A copy of the interview record may be picked up and signed for by the candidate at the Fire Chief's office. This will include the candidate's score and his/her service credits added to the score. The candidate will also be given his/her placement on the Promotion/Acting list, subject to change due to any amendments.

- (m) Review Board A Review Board comprised of two (2) representatives of the Employer and two (2) representatives of the Association will be established to review any questions that may arise regarding questions on the examination. All questions shall be in writing to the Fire Chief within seven (7) days of the date of receiving the examination results. Adjustments will be made when there is a consensus of the Review Board. The decision of the Review Board shall be final.
- (n) Promotion/Acting List A copy of the complete Promotion/Acting list for all positions, including the scores of all candidates, will be kept in the Fire Chief's office and the Association's office. The only list to be made public will be the list indicating the number required for promotion and acting. This list will be posted in all workplaces and shall not indicate the scores of those individuals on the list.
- (o) In the Event of a Tie Any Employees who have equal aggregate scores shall be so notified when they pick up their oral/interview exam records. Where two (2) or more candidates are tied seniority shall be the determining factor.
- (p) Acting Assignments It is agreed that the Promotion/Acting list will be used to determine entitlement to acting assignments in the rank.
- (q) Return to Former Rank For an initial twelve (12) month period, upon written request to the Fire Chief, any Officer wishing to return to his/her former rank may be granted this request at the first available opportunity. Employees returning to their former rank will be removed from the existing Promotion/Acting list.

15:06 Details of competitions for Officer positions outside Suppression

- (a) Frequency Competitions for these positions will be held when required to fill vacancies.
- (b) Duration of Promotion Lists Subject to there being sufficient Employees on the list to meet requirements, the Promotion/Acting lists will be effective for a period of two (2) years; the two (2) year period shall commence the first day of the competitions. If the Promotion/Acting list is exhausted before the two-year period, the next competition will be held when required.
- (c) Posting The City will post notice of the competitions at least two (2) months in advance, identifying the rank and positions for the competitions, the specific requirements and the details of the competition. An applicant must submit written notice of their intention to compete as soon as possible after notification, but no less than one (1) month prior to the date of the competition.
- (d) Information Sessions Between two (2) months and one (1) month prior to the exam date the City will hold information sessions for the position(s). The purpose of the sessions will be to inform prospective candidates about the process and answer any

questions the candidates may have regarding process. At that meeting the candidates will be advised of the subject material from which any objective questions may be drawn.

- (e) Examination Components The Competitions for these ranks will consist of a structured oral interview/exam. For training and public education Officer positions, the candidates will also be required to prepare and present a fifteen (15) minute presentation on a specified subject matter. The topic of the presentations will be made known at the information sessions. The candidates will also be advised of the criteria being evaluated on the oral interview/examination and presentation and the breakdown of the scoring.
- (f) On Duty Personnel Subject to operational requirements, Employees will be given time off to participate in the competitions and replacements, if necessary, will be paid for this time at the applicable overtime rate of pay, or may elect to receive alternate time off. Notwithstanding the foregoing, no eligible Employee will be denied the opportunity of competing in the promotional examinations.
- (g) Re-examination for Illness In the event an Employee is not able to participate in the process because of illness or accident (confirmed by a medical certificate), arrangements will be made to provide an opportunity for another examination as soon as reasonable and practical within the next twelve (12) months.
- (h) Work Performance To be eligible to compete in any competition, the Employee must have at least a satisfactory work performance over the most recent two (2) year period. To remain on a Promotion/Acting list, the Employee must retain that work performance. No Employee will be declared ineligible for a competition or removed from a Promotion/Acting list because of unsatisfactory work performance without the approval of the Fire Chief. In such cases an explanation in writing will be provided to the Employee with the reason(s) for the unsatisfactory work performance rating. An Employee will be eligible to compete unless he/she has been advised in writing of the unsatisfactory work performance. Such notice will be given as soon as administratively possible after that determination has been made.
- (i) Minimum Exam Score & Composition For eligible candidates to qualify for placement on a Promotion/Acting list, the Employee must have achieved a minimum score of seventy percent (70%) on the oral interview/exam process, and the presentation where applicable. Where there is a presentation, the presentation will account for thirty three and one third percent (33.33%) of the total score and the Employee must attain a mark of at least sixty five percent (65%) on each of the components (the oral interview/exam and the presentation) and an overall score of at least seventy percent (70%) in order to be eligible. For those Employees who qualify, order of placement on the list(s) will be determined by adding the Employees score on the oral interview/exam (and presentation where applicable) factored out of sixty (60) and the Employees service credits to obtain a final score.

- (j) Service Credits – Non-Officers Service credits for non-Officers applying for entrance level Officer positions will be calculated based on two (2) credits per year (pro-rated to completed days) to a maximum of twelve (12) credits. Such service credits would only start accumulating once the Employee reaches the service eligibility requirements identified in 15:02(c) as applicable.
- (k) Service Credits – Officers Service credits will be calculated on the basis of three (3) credits per year at his/her Officer rank (pro-rated to completed days) to a maximum of eighteen (18) credits.
- (l) Responsibility It is recognized that the Chief of the Fire Department has the final responsibility for the selection of a member of the Department for promotion. If promotions are not made in accordance with the Promotion/Acting list, the Fire Chief will give his/her reasons in writing to the candidates concerned at the candidates' request. The candidate by-passed in terms of promotion will have the right to appeal through the normal grievance procedure as laid down within this Agreement.
- (m) Copy of Exam Record A copy of the interview record, and the presentation results where applicable may be picked up and signed for by the candidate at the Fire Chief's office. This will include the candidate's score and the service credits added to the score. The candidate will also be given his/her placement on the Promotion/Acting list, subject to change due to any amendments.
- (n) Promotion Lists A copy of the complete Promotion/Acting lists for all positions, including the scores of all candidates, will be kept in the Fire Chief's office and the Association's office. The only lists to be made public will be the lists indicating the number required for promotion. These lists will be posted in all workplaces and shall not indicate the scores of those individuals on the lists.
- (o) In the Event of a Tie Any Employees who have equal scores shall be so notified when they pick up their oral/interview exam records. Where two (2) or more candidates are tied seniority shall be the determining factor.
- (p) Return to Former Rank For an initial twelve (12) month period, upon written request to the Fire Chief, any Officer wishing to return to his/her former rank may be granted this request at the first available opportunity. Employees returning to their former rank will be removed from the existing Promotion/Acting list.
- (q) Acting Assignments Subject to operational requirements, the Promotion/Acting list will be used to determine eligibility for acting assignments.

15:07 Competitive Service

- (a) Division Specific Service The seniority of service of a member transferring from one division of the Fire Department to another commences from the date of his/her entry into that specific division and only service in the division of the Department in which

he/she is currently serving shall count toward promotion within that division. An Employee returning to a previous division will be entitled to use prior service within that division toward future promotions, subject to the requirements set out in 15:02(c) and (d).

- (b) Training Period(s) in Other Divisions If an Employee is granted a transfer request from one division of the Fire Department to another for training purposes, then the seniority of service acquired in such other division(s) during the training period(s) (to a maximum of eighteen (18) months total during the Employee's career) shall be added to the seniority of service held by him/her in the division from which he/she was transferred on his/her returning to such division.

ARTICLE 16

LEAVES OF ABSENCE

- 16:01 Leave of Absence At the Chief's discretion leave of absence for up to twelve (12) months may be granted to an Employee.

During this leave of absence, the Employee shall not receive salary or other related benefits paid by the Corporation.

The Employee may remain in all health and life insurance plans and contribute to the pension plan, provided that the Employee pays 100% of the premium costs. When the Employee returns to active duty, he/she shall resume all benefits that he/she enjoyed prior to his/her leave of absence.

- 16:02 Pregnancy & Parental Leave

Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act, 2000, as amended from time to time, with the following provisos:

- (a) Pregnancy Leave The Employee shall provide the Chief, in writing, as much advance notice as possible of the date the leave is to begin and will include a certificate from a legally qualified medical practitioner stating the expected birth date. The maximum length of pregnancy leave is seventeen (17) weeks, which may commence during the period of seventeen (17) weeks immediately preceding the expected date of delivery.
- (b) Parental Leave The Employee shall provide the Chief, in writing, as much advance notice as possible of the date the leave is to begin, and the required return date will be determined before the commencement of the leave.

An Employee shall be entitled to Parental Leave following the birth of the child, or upon receipt of custody of a child, having care and control of the child for the first time. The maximum length of Parental Leave is thirty-seven (37) weeks, except when a female Employee takes parental leave combined with pregnancy leave, the maximum parental leave is thirty-five (35) weeks.

Parental Leave for a female Employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other Employees, Parental Leave must begin no more than fifty-two (52) weeks after:

- (i) The birth of the child or;
- (ii) The date the child first comes in the care and custody of the parent.
- (c) Extension of Benefit Coverage while on Pregnancy/Parental Leave
Unless otherwise specifically requested in writing by the Employee, the Employer will maintain the applicable benefit coverage for Employees on Pregnancy or Parental

leave, and the Employer will continue to pay the premium portions normally paid by the Employer, with the Employee responsible for the Employee contributions.

(d) Seniority During Pregnancy/Parental Leave

While on Pregnancy and/or Parental Leave, an Employee shall continue to accumulate seniority under this Collective Agreement.

(e) Reassignment During Pregnancy

A pregnant fire fighter, upon submission of a medical practitioner's written recommendation, shall be reassigned to non-direct fire suppression duties until her Pregnancy Leave commences.

(f) Supplementary Unemployment Benefits

The Employer will provide supplementary unemployment benefits (top-up) for Employees with more than one (1) year of service for periods of time they are in receipt of Employment Insurance Benefits (EI) during the Pregnancy or Parental Leave. The top up of the EI Benefits will be to ninety-three percent (93%) of the Employee's regular weekly earnings (total of EI Benefits and top-up will not exceed 93% of regular weekly earnings). For pregnancy Leave, the top-up is for the period the Employee was in receipt of EI Benefits to a maximum of fifteen (15) weeks. For Parental leave, the top-up is for a maximum of ten (10) weeks while in receipt of EI Benefits.

ARTICLE 17

UNIFORMS AND EQUIPMENT

Note: This Article shall become effective on Jan. 01, 2003.

17.01 The Point System

- (a) The distribution of uniform clothing will be based on a point system, whereby Employees will be allocated a specific number of points each year and may redeem these points to acquire uniform items that the Employees determine that they require.
- (b) The standard issue for uniform clothing for each new Employee shall be as listed below. The term “year” as used in this article refers to a calendar year unless otherwise specified.
- (c) New Employees will receive the full standard uniform issue in the year in which they are hired. In the second calendar year of employment, new Employees will receive 50% of the full point allotment. The Employee will receive a full point allotment in the third and subsequent years of employment.

(d) Standard Issue

<u>Item</u>	<u>Standard Issue</u>
(i) Shoes (Black Dress)	1 pair
(ii) Shoes (Black Safety)	1 pair
(iii) Fatigue Pants - Cargo	3 pairs
(iv) Uniform Shirts (LS & SS including shoulder crests)	4 shirts
(v) Fatigue Shirts (LS & SS including shoulder crests)	4 shirts
(vi) Uniform Tie	1 issue
(vii) Dress Gloves - Black	1 pair
(viii) Belt - Black	1 issue
(ix) Serge Dress Uniform (1 tunic and 2 pairs of dress pants)	1 issue
(x) Three-Season Jacket	1 issue
(xi) Uniform Hat	1 issue
(xii) T-Shirts	4 shirts

- (e) Uniform Specification The dress uniforms supplied to all Employees shall be to the standard of the Canadian Association of Fire Chiefs with the following provisos:
 - (i) They shall be double-breasted 12 oz. navy blue serge, 65% wool and 35% fortrel serge with Ottawa shoulder flashes.
 - (ii) Dress shirts and fatigue shirts issued to members of the Fire Department shall be light blue and dark blue in colour respectively.
 - (iii) Chief Officers shall be issued white dress shirts.

- (f) Fire Prevention Employees in the Fire Prevention Bureau shall be issued light blue dress shirts, dress pants instead of cargo pants, and will also be issued a summer type raincoat, and one (1) pair of coveralls. They shall also receive an additional nineteen (19) clothing points per year.
- (g) Footwear - Specialized Requirement Employees unable to wear the footwear supplied by the Employer, as supported by a medical certificate, shall be issued payment in lieu of the footwear issue and shall be required to purchase footwear that meets the Employee's medical needs as well as the requirements of the department.
- (h) Specialized Clothing It is understood that specialized functions within the fire service may necessitate the issuance of items unique to these assignments (e.g. hazardous materials, water rescue, technical rescue, etc.) Where it is determined that Employees in these functions or assignments require additional uniform clothing items to properly undertake the responsibilities assigned, a supplemental clothing list will be established.
- (i) Personal Protective Clothing It is understood that the point distribution system does not include personal protective clothing, which will be supplied by the Employer.
- (j) Point Value of Standard & Premium Items The following reflects the value of each item within the point distribution system:

STANDARD ITEMS

<u>Item</u>	<u>Point Value</u>	<u>Order Limit</u>
(i) Shoes (Black Dress)	7.00 points per pair	2 pair
(ii) Shoes (Black Safety)	7.00 point per pair	2 pairs
(iii) Fatigue Pants - Cargo	3.50 points per pair	4 pair
(iv) Uniform Shirts (LS & SS incl. shoulder crests)	2.00 points each	No Limit
(v) Fatigue Shirts (LS & SS incl. shoulder crests)	2.00 points each	No Limit
(vi) T-Shirt	1.00 point each	6
(vii) Sweater - Military	5.00 points each	2
(viii) Gym Shorts	1.00 point each	3
(ix) Mock Turtleneck shirt	1.50 points each	4
(x) Uniform Tie	0.25 points each	
(xi) Belt - Black	1.50 points each	
(xii) Uniform Hat	3.50 points each	
(xiii) Dress Gloves - Black	3.00 points per pair	
(xiv) Three-Season Jacket	17.00 points each	
(xv) Serge Dress Uniform (Tunic/2pr.pants)	35.00 points each	
(xvi) Tunic only	22.00 points each	
(xvii) Dress Pants only	6.50 points per pair	
(xviii) Bunker Boot Liners	1.00 point per pair	4 pairs
(xix) Ball Cap	1.00 point each	
(xx) Black Socks (package of 3)	1.00 point each	5 packages
(xxi) Winter Hat (Fire Prevention where required)	2.50 points each	
(xxii) Coveralls (Fire Prevention where required)	5.50 points each	

PREMIUM ITEMS

<u>Item</u>	<u>Point Value</u>
(i) Sweatshirt	3.00 points each
(ii) Gym Bag	5.00 points each
(iii) Gear Bag	6.00 points each
(iv) Garment	4.00 points each
(v) Lapel Pin	0.25 points each
(vi) Shoes (Black Dress)	10.00 points per pair
(vii) Shoes (Black Safety)	10.00 points per pair
(viii) Fatigue Pants - Cargo	5.00 points each
(ix) T-Shirt	1.50 points each
(x) Sweater - Military	7.00 points each
(xi) Gym Shorts	1.50 points each
(xii) Mock Turtle Neck Shirt	2.25 points each

- (k) Point Value The point values assigned to each item may vary from year to year, based on the cost of the item. In the event that there is a change in the cost of an item, the total annual point allotment will be amended accordingly. The current standard issue as set out in this Section will represent the base for the determination of total points.

17:02 Point Allotments

- (a) The Annual Point Allotment Per Employee will be based on the total dollar value of the items listed in the standard issue list set out in Section 1. Based on present costs, excluding applicable taxes, and the frequency of distribution, this point allotment is set at forty (40) per Employee per year, with one (1) point representing \$10.00.
- (b) Entitlement Each Employee shall receive a full allotment of forty (40) points per year.
- (c) Unused Points May be carried over from year to year provided that the number of points carried forward, plus the Employee's annual allotment, does not exceed a total of ninety (90) points. Any points in excess of ninety (90) shall be forfeited.
- (d) Account Balance It will be the responsibility of the Employer to notify each Employee of any points carried over from one year to another. Employees will be notified of these carry over points when they receive their annual order form.
- (e) Extended Absence Employees absent due to leave of absence or illness for periods in excess of three (3) months will have their allotment pro-rated accordingly.

17:03 Uniform Clothing Issue and Distribution

- (a) Order Process The uniform ordering process will take place once a year. Order forms will be distributed to Employees no later than October 1st in each year. Requested items and any size alterations will be indicated on the forms. Employees must forward the completed forms to the Administration office no later than October 31st. Orders are expected to be filled no later than February 28th in each year.

- (b) Clothing Defects Employees are responsible for reporting any defects or other problems with the clothing issue. A form will be available in the workplace for the reporting defects or problems. This form must be submitted to the Administration office no later than one (1) month from the receipt of uniform issue. Replacement of clothing due to sizing errors will be considered only if there is a discrepancy between the size of clothing specified on the order form and size of the clothing issued.
- (c) Promotions Clothing alterations required due to promotions (e.g. epaulets, gold trim, etc.) will be paid for by the Employer.
- (i) Items such as badges, rank insignia, bugles, etc., will be supplied to Employees by the Employer as required without any charge against the Employees' point banks. These items are to be returned to the Department upon promotion, retirement, or resignation.
- (ii) Newly promoted District or Division Chiefs will have white shirts and a new dress uniform issued without any charge against their point banks. It is understood that this provision will apply only once within the year of promotion.
- (iii) Newly promoted Fire Prevention and Training Division Employees will have a new dress uniform (1 tunic and 2 pairs of pants) issued without any charge against their point banks. It is understood that this provision will apply only once within the year of promotion.
- (d) Change in Uniform In the event that the uniform undergoes significant change in design, or where an Employee selects a single item which exceeds one third of the annual point allotment (e.g. dress uniform, three-season jacket), the Employee may choose to have the points required for these items deducted from his/her point bank in three (3) equal installments over a three (3) year period.
- (e) Dress Code Standards The Employer reserves the right to establish and maintain reasonable dress code standards and will conduct periodic inspections of clothing to determine proper condition, fit, neatness and cleanliness. If as a result of such inspection an Employee is ordered to replace one or more items, these replacement items will be charged against the Employee's point bank. If the Employee does not have sufficient points available, any excess points required for this purpose will be deducted from the Employee's next year allotment.
- (f) Lost or Damaged Clothing items lost or damaged in the course of duty may be re-issued by the Employer without any charge against the Employee's point banks, subject to written request and review/approval by the Employee's Platoon Chief or Division Chief.

- (g) Standing Committee The Association and the Employer shall establish a standing committee, which will monitor the quality of uniform clothing. The parties agree that every effort will be made to purchase quality items.

17:04 Equipment Issue

- (a) Safety Equipment and Safety Apparel Items will be supplied to all Employees who are required to perform duties where hazards exist.
- (b) Equipment Replacement Items shall be replaced by the Employer on an as required basis due to the age and condition of the items. The Employer shall inspect and monitor the condition of personal protective clothing and equipment, and shall replace all items, which fail to meet the appropriate standards.
- (c) Health & Safety The Association's Health and Safety Committee shall have input into the determination of appropriate safety equipment and/or safety clothing. There shall be a continuing review of safety equipment, practices, protective clothing and uniforms by the Chief and the Association. The Association acknowledges and agrees that the City shall make the final determination of appropriate safety equipment and/or safety clothing.

ARTICLE 18

PENSIONS

- 18:01 OMERS All current Employees enrolled in the Ontario Municipal Employees Retirement System (OMERS) shall continue to participate in the OMERS plan. They shall make contributions and receive benefits in accordance with terms and conditions of the OMERS Act and Regulation, as amended from time to time.

The official retirement age for all Employees is age sixty (60) except for Employees enrolled in the OMERS pension plan with normal retirement age sixty five (65), it is age sixty-five.

- 18:02 COSF: Employees hired prior to July 1, 1965 of the former 'Ottawa Fire Department' shall have their superannuation governed by the By-laws of the City of Ottawa Superannuation Fund as amended from time to time.

The Council of the City of Ottawa agrees not to make any unilateral amendments to the City of Ottawa Superannuation Fund commonly referred to as By-law 7200 or to the City of Ottawa By-Law 273-73.

The official retirement age for all Employees shall be the first day of the first month following the attainment of age sixty (60).

The Association agrees that it will study and discuss with the Employer the representation on the C.O.S.F. Board of Trustees.

- 18:03 New Hires All new Employees shall enroll in the OMERS plan. They shall make contributions and receive benefits in accordance with the terms and conditions of the plan.
- 18:04 Optional Service Agreements The Employer will maintain any optional service agreements with OMERS permitting the Employee paid buy back of credited service with other Employers.

ARTICLE 19

ASSOCIATION BUSINESS

- 19:01 Notification The Association shall notify the Employer in writing of the names and areas of jurisdiction of the persons authorized to represent the Association and/or the members for the purpose of this agreement and shall promptly notify the Employer in writing of any changes in these names.
- 19:02 Association Leave Provided sufficient advance notice is given, the Employer agrees to provide a reasonable amount of time off for the President and members of the Executive to attend to Association business with the Employer and for joint Association/Management endeavours which require their attendance at times they are scheduled to work. This would include time off work for members of the bargaining committee who are scheduled to work when bargaining meetings are held with the Employer.

In the event that an Employee becomes a full-time official of the Association or affiliate, he/she shall be granted leave of absence for the purpose of carrying out the duties of his/her office, and his/her seniority/benefits shall continue as if he/she was continuing in employment with the Fire Department provided the Employee or Association pay the full costs of the benefits. The Employee shall have the right, on giving one (1) month's notice, to return to his/her previous position or to such other position to which he/she may be eligible for promotion as provided for in this agreement.

- 19:03 Leave for Delegates Any delegates (not exceeding six (6) in number) who may, from time to time, be duly authorized and designated by the members of the Association to attend the annual convention of the Ontario Professional Fire Fighters' Association, or the biennial convention of the International Association of Fire Fighters (IAFF) shall be granted such time off duty as may be actually required for the attendance at such conventions and as the regular operations of the service of the Department will permit, subject to operational requirements.

ARTICLE 20

TECHNOLOGICAL CHANGE

20:01 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:

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

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of Employees. Such disclosure will contain all relevant data in the possession of the Corporation 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 21

DURATION

21:01 Term & Renewal Notwithstanding any of the provisions of the *Fire Prevention and Protection Act*, 1997 and any amendments thereto, this Agreement shall remain in force and effect from January 01, 2001 to December 31, 2003, and from year to year thereafter unless within a period of not greater than ninety (90) days and not less than sixty (60) days prior to the expiry date, either party gives written notice of its desire to revise or amend the Agreement.

21:02 Commencement of Bargaining Where either party has given written notice as per 21:01 above, the initial bargaining 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, unless by mutual agreement of the parties.

21:03 Agreements/Understandings By mutual agreement of the parties, this Agreement can be amended at any time, subject to any required ratification process. The parties agree that any mutual agreements or understandings which are reached during the term of this agreement, shall be reduced in writing.

21:04 Access to Public Information The Association shall be placed on the general distribution lists to receive copies of the public agendas and minutes for City Council and its Standing Committees that are distributed to the general public. Said information shall be made available to the Association at the same time it is distributed to the public.

21:05 Successor Rights This Agreement shall be binding upon not only the parties hereto agreed, but also on any respective successors and assigns.

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 at Ottawa, Ontario this ____ day of _____ 2003

THE CITY OF OTTAWA

Mayor

City Clerk

THE OTTAWA PROFESSIONAL FIREFIGHTERS' ASSOCIATION

President

Vice-President

Secretary

LETTERS OF UNDERSTANDING

APPENDIX A

RE: ARTICLE 5 - HOURS OF WORK - DAY SHIFT FOR SUPPRESSION

1. It is agreed that the hours of work for Employees in Suppression assigned to a regular day shift shall be from Monday to Friday inclusive, from 08:00 hours to 16:20 hours. It is further understood and agreed that if at any time after June 30, 2005, either party feels that the shift and/or shift arrangements are no longer acceptable, notification will be given in writing explaining the reason(s). The parties will meet within two weeks of such notification to see if an agreement can be reached. If an agreement cannot be reached within a one-month period, then the matter may be immediately referred to arbitration for determination. If the parties cannot agree on the arbitrator, then the arbitrator shall be selected in accordance with the *Fire Protection and Prevention Act, 1997*. The arbitrator shall meet with the parties as soon as possible and render a decision in a timely fashion.

Until the determination is made, the shift will remain in place.

2. It is further understood that the day shift for Employees in Suppression agreed to in 1 above would operate out of rural stations where there are currently volunteers that current Suppression staff on Platoons would be provided the opportunity of volunteering for such shift, and that current platoon staff would only be assigned if there were not sufficient experienced Employees.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

APPENDIX B
RE: ARTICLE 5 - HOURS OF WORK FOR FULL-TIME DISPATCHERS IN THE
COMMUNICATION DIVISION

1. The Employer agrees to implement the hours of work proposed by the Association (rotating shift cycle consisting of two ten hour days, followed by two fourteen hour nights, followed by two days off, then two ten hour days, followed by two fourteen hour nights, followed by six days off), with the following understandings and agreements:
 - (a) If at any time during the initial nine-month period, the Chief or the Association are concerned about any aspect of the shift or shift arrangements, the parties will meet to discuss and make appropriate modifications.
 - (b) If at any time after the initial nine-month period, the shift and/or shift arrangements are no longer acceptable; notification will be given in writing explaining the reason(s). The parties will meet within two weeks of such notification to see if an agreement can be reached. If an agreement cannot be reached within a one-month period, then the matter may be immediately referred to arbitration for determination of an appropriate shift and shift arrangements. If the parties cannot agree on the arbitrator, then the arbitrator shall be selected in accordance with the Fire Protection and Prevention Act, 1997. The arbitrator shall meet with the parties as soon as possible and render a decision in a timely fashion.
 - (c) Until the determination is made on an alternate shift and shift arrangements, the shift will remain in place.
2. When assessing the shift, consideration will be given to operational efficiency and cost effectiveness.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #1

RE: ARTICLE 15 - PROMOTIONS

Development of Officer training courses The parties endorse the notion of specific Officer training for all Officer positions within the scope of the bargaining unit. The parties agree to continue discussions pertaining to the development of Officer training courses to be considered as part of a future promotion process.

Termination of Promotion/Acting lists in effect at time of Initial/First Promotional competitions It is agreed that the Silo Promotion/Acting lists in effect immediately prior to the initial/first promotional competitions will terminate upon implementation of the initial/first list for the applicable rank(s).

Ties and Grand Fathering to next Promotion/Acting list Further to the provisions of clause 15:04(q) and 15:05(n) of the Collective Agreement, for the purposes of Officer promotions in all ranks, where two candidates on the list are tied and the candidate winning the draw is promoted from that list but the other candidate is not promoted when the list expires, he/she will be grand fathered to the top of the next Promotion/Acting List.

Communications Division Recognizing that the structure for the Communications Division has not been finalized, the parties agree to review the provisions once the structure has been determined.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #2

RE: ARTICLE 15 - PROMOTIONS DURING HARMONIZATION PROCESS

The Association has indicated that because Officers of the former Cumberland, Gloucester, Kanata and Nepean Fire Departments have generally attained an Officer's rank earlier in their careers than members from the former Ottawa Fire Department, an interim harmonization process "to level the playing field" must be included in the promotion process for all Suppression positions. Therefore, the parties do hereby agree as follows:

- (a) While the process and criteria for establishing the eligibility lists for promotions/acting assignments in the Suppression Division is as outlined in Article 15 of the Collective Agreement, it is agreed that for a transition period, service eligibility, service credits and promotions/acting assignments for the positions of Captain and above will be determined as follows for those Officers at the rank of Lieutenant, Captain, or District Chief immediately before the initial Promotion/Acting lists become effective.

Captains In order to write for a Captain's position in the new promotion process, a Lieutenant must have served two (2) years in the rank as a Lieutenant with one (1) year unbroken service immediately prior. In addition, service credits as a Lieutenant would only start accumulating once the Lieutenant completes twenty-two (22) years of service.

District Chiefs In order to write for a District Chief's position in the new promotion process a Captain must have served two (2) years in the rank as a Captain with one (1) year unbroken service immediately prior. In addition, service credits as a Captain would only start accumulating once the Captain completes twenty-five (25) years of service.

Platoon Chiefs In order to write for a Platoon Chief's position in the new promotion process a District Chief must have served two (2) years in the rank as a District Chief with one (1) year unbroken service immediately prior. In addition, service credits as a District chief would only start accumulating once the District Chief completes twenty-eight (28) years of service.

- (b) Lists will be prepared identifying all those Officers at the ranks of Lieutenant, Captain and District Chiefs at the time the silo Promotion/Acting lists are terminated. For purposes of this Letter of Understanding, these lists will be referred to as the original lists. When an Officer from one of the original lists is promoted, or terminates employment for any reason, his/her name will be removed from the original lists.
- (c) Service credits for those eligible Employees on the original lists would continue to accumulate in accordance with (a) above to the maximum provided so long as they remain on those lists.
- (d) It is understood that during this interim harmonization period, all Employees must still attain the minimum exam score (Article 15:04(k) and Article 15:05(i)) and work performance requirements (Article 15:04(j) and 15:05(h)) to be eligible for promotion.

However the service credits to be added to the score for those Employees on the original lists are in accordance with (a) above to the maximum provided under the service credits sections (Article 15:04 (l) and (m) or 15:05(j)).

- (e) Effective from the date of the initial/first competitions, unless otherwise mutually agreed, Employees on the original lists will not be eligible to be placed on the Promotion/Acting lists until they have attained the years of service threshold necessary to accumulate service credits. For those candidates on the Promotion/Acting lists from the original lists who have attained the above-mentioned service levels at the time of the promotional opportunity, promotions/acting assignments will be offered to those Employees in accordance with their rankings on the Promotion/Acting list. Eligible Employees who do not satisfy the requirements listed in this appendix wishing to write the examination may do so, but will not be placed on the Promotion/Acting list. In the event there are not sufficient Employees on the Promotion/Acting lists to meet requirements, the parties will meet to determine how the needs are to be met in a timely fashion.
- (f) All Employees not on the original lists, as well as Employees whose names are removed from the original lists because of promotion, will accumulate service credits in accordance with the regular promotional provisions in the Collective Agreement, not the interim harmonization arrangements.
- (g) Until the expiry of the harmonization provisions, it is agreed that the years of service threshold for service credits to count for Employees remaining on an original list [as per (a) above] will be reviewed by the parties on an annual basis for the purpose of adjusting those thresholds downward.
- (h) The interim harmonization provisions would expire as soon as practical by agreement of the parties, but no later than when the remaining Employees on the original list attain the threshold to accumulate service credits under the harmonization agreement.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #3

RE: ARTICLE 3:01 - MANAGEMENT RIGHTS – RIGHT TO TRANSFER

While not specifically identified in the Management Rights Clause (Sub-Section 3:01), the parties acknowledge and agree that the Employer has the right to transfer Employees.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #4

**RE: ARTICLE 9 - BEREAVEMENT, COMPASSIONATE AND SPECIAL LEAVE
CLARIFICATION**

Parent includes step-parent, child includes step-child, and brother and sister includes step-both and step-sister. Spouse shall include a person of the opposite sex to whom the Employee is married or a person with whom the Employee has been co-habiting as a spousal partner for a minimum of one year.

For birth of a child, where the delivery of the child occurs over an extended period of time into an Employee's second workday, that additional day would be provided upon proof satisfactory to the Chief.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #5

RE: ARTICLE 5:03 - HOURS OF WORK

This is to advise that, subject to meeting the Employer's operational requirements and provided no additional cost to the Employer, Fire Prevention Officers will be permitted to work a compressed four day workweek with the equivalent weekly hours detailed in Article 5:03 to be scheduled over four consecutive days between Monday to Friday inclusive, between 07:00 and 17:00 hours.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #6

RE: ARTICLE 11:09 – SUPPRESSION OVERTIME CALL-BACK SYSTEM

Following consultation with the Association, the Employer agrees to implement a rotational call-back system for Suppression which will give consideration to qualified available Employees when call-back is required by the Employer. This system shall become effective as soon as administratively possible but no later than January 01, 2003.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #7

JOB SECURITY

Exclusive of any required reductions in the Communications Division as a result of the amalgamation of the dispatch function, the Corporation of the City of Ottawa agrees that there will be no layoff of any fire fighters from date of signing this letter of understanding till June 30th, 2004.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #8

RETURN TO WORK PROGRAM

1. The parties agree that Employees on sick leave and/or WSIB will participate in a return to work program when alternate/modified work is made available which the Employee can perform, taking into account any confirmed medical restrictions.
2. Notwithstanding #1, when the agreed long term medical prognosis for an Employee on sick leave is that he/she will no longer be able to perform the duties of his/her position, and where such Employee has submitted an official notification of retirement to be effective with a six (6) month period, return to alternate/modified work opportunities will not be considered, and such Employee must retire on or before the date given. Where there is an Officer vacancy to be filled, the Employer shall appoint from the promotion list subsequent to the notification.
3. The parties further agree to meet to finalize the particulars pertaining to: medical confirmation of illness; priority placements; availability of work; return to work opportunities; and any other issues agreed to by the parties.
4. In the event there is not an agreement on all of the particulars specified in #2 above by December 31, 2002, or at a mutually acceptable alternate date, then either party may refer any remaining issues to arbitration.
5. Until the particulars defined in #2 above are finalized, this document is without prejudice to any position either party may take regarding the manner in which those particulars are implemented.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #9

**RE: EMPLOYEES UTILIZED ON A PART-TIME/CASUAL/TEMPORARY BASIS IN
THE COMMUNICATIONS DIVISION**

1. While Employees hired on a part-time, casual or temporary basis would generally not be subject to the provisions of the Collective Agreement, they would be entitled to receive the same rate of pay as applicable to full-time Employees performing the same duties. Where there are increment steps, progression through the range would be based on satisfactory performance, successful completion of any required examination and completion of the equivalent number of hours worked by the full-time Employee in a year. A full year of service shall be deemed to be 2184 hours.
2. In that it is anticipated there will be a required reduction in staff in the Dispatch area as a result of the amalgamation of the dispatched centres, the Employer agrees not to hire any more part-time, casual, or temporary Employees in the dispatch area until the impact on current staff is known.
3. The parties agreed full time Employees would not be permanently replaced by part-time, casual, or temporary Employees.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #10

RE: UIC REBATE

In consideration of the insured benefits provided by the Employer, effective commencing in 2002, it is agreed the Employee portions of the UIC rebate will be provided to the Employer.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #11

RE: CONTRACTING OUT

Where by agreement of the parties or a determination by the Board under Section 54 of the *Fire Protection and Prevention Act*, 1997, a position that is in the bargaining unit is excluded from the bargaining unit because of the exercise of managerial functions or dealings in confidential matters relating to labour relations, it is agreed that once the agreement or determination is made the contracting out provision in the Collective Agreement would not impact on the transfer of such position and duties outside the bargaining unit.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #12
RE: BENEFITS FOR RETIREES

This Letter of Agreement replaces any and all other agreements (written and unwritten) between the parties regarding the retiree benefits currently available to retirees. However, it is acknowledged and agreed that Employees who retired before the date of signing of this Letter of Understanding will maintain their current coverage(s) on the same cost sharing basis as previously applicable.

Effective from date of signing of this Letter of Understanding, for all Employees in the bargaining unit at date of ratification of this agreement, effective from the date of their retirement from the City of Ottawa, the Employer will provide the following coverage, at 100% Employer paid, provided that at retirement they are in receipt of a non actuarially reduced pension from OMERS or COSF, and provided that at least 20 of the retiring Employee's credited years of service were with the City of Ottawa. These provisions will also be applicable: if an Employee has to retire for medical reasons provided such Employee has at least 25 years of credited service with the City of Ottawa, in which case the Employee would be eligible for coverage upon attaining the age and years of service criteria had he/she continued to work; or when a fire fighter is hired with the Ottawa Fire Department as a probationary fire fighter, spends his/her entire career working with the Fire Department, and retires at normal retirement age (60) but does not have the required 20 years of service.

- Prescription drugs as identified under the Formulary of the policy in effect at that time;
- Semi private hospital coverage;
- Vision Care as provided in the policy at that time;
- Other Health Benefits as specified in the policy;
- Coverage is for eligible retired Employees and their eligible dependants, in accordance with the policy. In the event of the death of the retired Employee, the Employee's spouse and eligible dependants will maintain eligibility for coverage. (As per previous arrangements).
- The coverage for prescription drugs ceases at age 65.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #13

RE: BENEFIT PLAN OPTION FOR RETIRING EMPLOYEES

Further to Letter of Understanding #12 regarding Retiree Benefits (above), this is to provide that Employees who are to retire prior to December 31, 2003 will be permitted to elect to retain his/her silo retiree benefits rather than the new benefits. However, to do so such Employee must advise the Employer of this intention before retirement and no later than six (6) months of the date of ratification of the replacement Collective Agreement.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #14

RE: 11:08 - CLEANING ALLOWANCE

The following positions are currently eligible for the Cleaning Allowance; all Officers designated with Chief status, Officers in the Fire Prevention Division, Officers in the Training Division, the top twelve (12) Captains who qualify to act as District Chiefs through promotional examinations, and others who have been designated and detailed by the Chief.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.

LETTER OF UNDERSTANDING #15

OMERS TYPE III SURPLUS

WHEREAS members of the former Ottawa Professional Fire Fighters Association employed in the former City of Ottawa (pre-amalgamation) participated in the OMERS Type III plan;

WHEREAS a surplus developed from that OMERS Type III plan account;

AND WHEREAS the signatories hereto are desirous of obtaining a payout of that surplus and dividing it equitably between them;

By this Letter of Understanding, the parties covenant and agree that application will be made to OMERS for a payout of the Type III surplus and any monies so received shall be distributed as follows:

- i) Fifty percent (50%) to the Corporation of the City of Ottawa.
- ii) Fifty percent (50%) to the Employee members of the signatory Association to be paid to the Association for distribution to its members.

All funds so received by the Corporation of the City of Ottawa shall be utilized by the City for matters relating to the Ottawa Fire Service.

For:
The City of Ottawa

For:
Ottawa Professional Fire Fighters' Association

President

Vice-President

Secretary

Date: _____ 2003, in the City of Ottawa.