



COLLECTIVE AGREEMENT

Between

THE CITY OF HAMILTON

and

**GREATER HAMILTON VOLUNTEER
FIREFIGHTERS ASSOCIATION, LOCAL 91
affiliated with the CHRISTIAN LABOUR
ASSOCIATION OF CANADA**

January 1, 2012 – December 31, 2015

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COLLECTIVE AGREEMENT

Between

THE CITY OF HAMILTON
(hereinafter referred to as “the Employer”)

and

GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION, LOCAL 911
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF CANADA**
(hereinafter referred to as “the Association”)

January 1, 2012 – December 31, 2015

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Association and the volunteer firefighters, to provide for settlement of grievances and to maintain satisfactory working conditions, wages and benefits for all volunteer firefighters subject to this Agreement.
- 1.02 The parties recognize that the provisions contained herein shall be interpreted in accordance with the *Ontario Labour Relations Act*, the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Workplace Safety and Insurance Act*.
- 1.03 In recognition of the mutually advantageous relationship of the parties, the Employer agrees to share equally with the Association in the costs of printing Collective Agreement booklets.

ARTICLE 2 - RECOGNITION

- 2.01
- a. The Employer recognizes the Association as the sole bargaining agent for all volunteer firefighters as defined by subsection 1(1) of the *Fire Protection and Prevention Act*, 1997 (FPPA), employed by the City of Hamilton.
 - b. The parties recognize that certain fire-fighting work customarily or normally performed by volunteer firefighters within the bargaining unit has also been recurrently performed by persons employed by the City of Hamilton, who are not volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act;
 - c. The parties therefore recognize that work customarily or normally performed by volunteer firefighters within the bargaining unit will from time to time be performed by persons employed by the City of Hamilton, who are not

volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act. Such persons may be utilized in circumstances of a major fire(s) or other emergency where there are no bargaining unit persons reasonably available or available in sufficient numbers for a timely response for fire protection or other emergency services within their defined geographic areas.

- d. The parties acknowledge that the areas or boundaries serviced by volunteer firefighters are established by City of Hamilton Council, based upon the determination of urban, suburban and rural designations and service levels. Where amendments to the boundaries are being, or will be considered by City Council, the Fire Chief or his designate, when possible, will advise the Association that such amendments are being entertained. The parties acknowledge that the administration of this provision or failure to administer this provision, or allegation of same, will not impede or interfere with a decision of City Council and will not result in a grievance.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
 - 2.03 The Employer and the Association agree that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Association.
 - 2.04 If the Employer creates a job that properly fits within the scope of this Collective Agreement, the Employer shall assign a temporary wage rate to the position and advise the Association in writing.

The temporary wage rate shall become the permanent rate six months after the rate is first established. Should the Association disagree with the assigned rate, the Association shall have thirty (30) calendar days from the date of notification to serve written notice on the Employer that they wish to challenge the assigned rate.
 - 2.05 Having been served notice of the challenge, the Employer and the Association shall attempt to negotiate the wage rate of the new position. If the parties are unable to do so, the matter may be referred to a sole arbitrator, who shall have full remedial power to deal with the unresolved issue.
 - 2.06 The Association acknowledges that it is the exclusive right of the Employer to manage the operation of its Hamilton Fire Department and this right includes, but is not limited to, the right to move, remove or add resources, including but not limited to vehicles, equipment and staffing levels, and the right to hire, lay off, fire, promote, demote and suspend volunteer firefighters provided that a

- claim by any volunteer firefighter that he has been disciplined or discharged without just cause may be the subject of a grievance.
- 2.07 Where the Employer and another union representing city volunteer firefighters enter into a legal proceeding (including a grievance) where the outcome might affect this bargaining unit, the Employer shall give the Association adequate notice and an opportunity to make representations.
- 2.08 The Association agrees that there shall be no interference with the Employer's business.
- 2.09 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized Officers, representatives, and volunteer firefighters represented by the Association and pledges that it, each of its duly authorized Officers and representatives, and all volunteer firefighters falling within the terms of this Agreement will observe the provisions of this Agreement.
- 2.10 All volunteer firefighters on becoming sixty (60) years of age shall be required to complete a yearly medical examination in order to verify that they are able to meet the reasonable performance standards set by the Employer.

ARTICLE 3 - DEFINITIONS

- 3.01 The word "volunteer firefighter(s)" shall mean a person(s) employed as described in Article 2 of this Agreement. For the purpose of this Agreement, the words "volunteer firefighter" shall refer to any volunteer firefighter in any rank or classification.
- 3.02 The phrase "probationary volunteer firefighter(s)" shall mean a volunteer firefighter(s) who has not completed the probationary period prescribed in this Agreement. Probationary volunteer firefighters will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.
- 3.03 The phrase "West District" shall mean the geographic areas of the former municipalities of Ancaster, and Flamborough.
- 3.04 The phrase "East District" shall mean the geographic areas of the former municipalities of Glanbrook and Stoney Creek.
- 3.05
- a. The term "volunteer Station(s)" in this Agreement will refer to any fire hall where only volunteer firefighters are employed.
 - b. The term "composite Station(s)" in this Agreement will refer to any fire hall where both volunteer firefighters and full-time firefighters are employed.

- 3.06 The phrase “calendar day(s)” when used in this Agreement shall be all days including Saturdays, Sundays and holidays.
- 3.07 Wherever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.
- 3.08 The phrase “official of the Association” as used in this Agreement shall be understood to include both local board members who are appointed by the Association, and stewards appointed in accordance with this Agreement.
- 3.09 For the purpose of this Collective Agreement, the phrase “CLAC Representative” shall mean volunteer firefighters of CLAC.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 During the term of this Agreement and while negotiations for a further agreement are taking place, the Association shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer’s operation through its members.
- 4.02 During the term of this Agreement and while negotiations for a further agreement are taking place, the Employer shall not lock out any of the volunteer firefighters or deliberately restrict or reduce hours of work or deliberately layoff volunteer firefighters when such layoff is not warranted by the workload.

ARTICLE 5 - ASSOCIATION SECURITY

- 5.01 Neither the Employer nor the Association will compel volunteer firefighters to join, or not to join, the Association. The Employer will not discriminate against any volunteer because of Association membership or lack of it. All new volunteers will be informed of the contractual relationship between the Employer and the Association at the time they are hired.
- 5.02 The Employer is authorized and shall deduct from each pay an amount equal to Association dues from each volunteer firefighter’s pay. Such deductions shall begin at the time of hire. The Employer shall also deduct any initiation fees, as authorized by the Association. The total amount checked off will be remitted to the Association by the fifteenth (15th) of the month following the month in which such dues or initiation fee were deducted. The Employer shall also include an itemized list of volunteer firefighters from whom the deductions were made and the amount deducted from each. The Employer shall forward such deductions as directed by the Association. The Employer shall be saved harmless for all deductions made under this Article. The Association will provide written notice to the Employer of its desire to amend the maximum dues payable in a

calendar year. Such notice shall be provided by December 15th of the year preceding the year such change is to take effect.

- 5.03 The Employer will include on each volunteer firefighter's T4 slip, the total of Association dues and fees deducted.
- 5.04 Volunteer Firefighters who cannot support the Association because of conscientious objection, as determined by the Association's internal guidelines, may apply to the Association in writing.
- 5.05 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 For the purpose of representation with the Employer, the Association shall function and be recognized as follows:
- a. The Association may appoint or elect up to one steward per volunteer or composite Station. Stewards are representatives of the volunteer firefighters in certain matters pertaining to this Agreement, including the processing of grievances. Only those volunteer firefighters who have successfully completed the probationary period shall be eligible to be a steward.
 - b. CLAC Representatives are representatives of the volunteer firefighters in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the volunteer firefighters' collective bargaining rights as well as any other rights under this Agreement and under the law. Permission to attend on the Employer's premises must be obtained through the Fire Chief or their designate and such permission will not be unreasonably withheld.
 - c. It is agreed that the Association will elect or otherwise select a bargaining committee consisting of three (3) volunteer firefighters. All members of the bargaining committee shall be active volunteer firefighters and shall have completed probation.
 - d. The Employer agrees to pay the applicable rate of pay to up to two (2) officials of the Association for time spent attending grievance, mediation and labour management meetings. Payment for attendance at labour management meetings shall be restricted to three (3) hours duration.
- 6.02 The Association agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

- 6.03 The Employer will provide a bulletin board conspicuously placed in each volunteer Station and composite Station for the exclusive use of the bargaining agent for legitimate Association business. The Association agrees that defamatory or libellous statements concerning the City/Hamilton Fire Department and its Officers shall not be placed on bulletin boards.
- 6.04 The Employer shall, upon one week's notice, permit representatives of the Association to attend regular training nights and provide up to one-half (½) hour to discuss Association affairs. Members will not be paid for the time used to discuss such affairs.
- 6.05 Without limiting the rights of the Employer in Article 2, it is further recognized that the Employer may meet periodically with the volunteer firefighters for the purpose of discussing any matters of concern to the Employer. Where those matters are of mutual interest to the Association, an official of the Association or a CLAC Representative may attend such meetings.

ARTICLE 7 - GRIEVANCE PROCEDURE & ARBITRATION

- 7.01 The parties to this Agreement recognize the stewards and the CLAC Representatives specified in Article 6.01 as the agents through which volunteer firefighters shall process their grievances and receive settlement thereof.
- 7.02 A volunteer firefighter having a question or a complaint that has not already been dealt with through the normal chain of command shall refer it to the Area Commander or his designate. The volunteer firefighter shall have the option of having a steward present.
- 7.03 **Step 1**
If the question or complaint is not resolved after discussion with the Area Commander, then the volunteer firefighter, accompanied by a steward or CLAC Representative, will submit a written grievance to the Fire Chief or their designate within ten (10) calendar days of the act or condition causing the grievance. Within fourteen (14) calendar days of the written submission the parties will meet to attempt resolution of the grievance. The Fire Chief or their designate will issue a response in writing to the Association within ten (10) calendar days of the meeting. In the event the grievance is denied or the Fire Chief or their designate fails to respond, the grievance may be submitted to Step 2 of the grievance process.
- 7.04 **Step 2**
If the grievance is not settled under Step 1, the Association may within ten (10) calendar days submit a written grievance to the Director of Employee and Labour Relations or their designate. The parties shall meet within fourteen (14) calendar days from the date of submission of the grievance. The Director of Employee and Labour Relations or their designate shall notify the Association of his decision in writing within ten (10) calendar days following said meeting.

- In the event the grievance is denied or the Director of Employee and Labour Relations or their designate fails to respond, the grievance may be submitted to mediation.
- 7.05 The time limits as prescribed may be extended by mutual agreement of the parties in writing.
- 7.06 Where a deadline pursuant to this Article falls on a day when the Employer's normal administrative operations are closed, such deadline will automatically fall on the next business day.
- 7.07 A "Group Grievance" is defined as a single grievance, signed by a steward or CLAC Representative on behalf of a group of volunteer firefighters who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 7.08 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to Step 2 of the grievance process. Such Policy Grievance shall be signed by a steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 7.09 If a grievance remains outstanding after Step 2 of the grievance procedure, the parties may by mutual agreement refer the grievance to mediation. The party requesting mediation shall send notice of its desire to refer the grievance to mediation within fourteen (14) calendar days after receipt of the written decision at Step 2, or within fourteen (14) calendar days after a decision should have been issued. The parties agree that all expenses arising from the appointment of the mediator shall be shared equally.
- 7.10 The parties shall mutually select a mediator. If the parties cannot agree on the selection of a mediator within a reasonable time frame, either party may apply to the Ministry of Labour to request that an arbitrator be appointed. At that point, the matter shall proceed to arbitration in accordance with Article 8, except that the provisions of Article 8.02 shall not apply.
- 7.11 Upon mutual consent of the parties, nothing within this Agreement shall prevent a mediator from serving in the capacity of an arbitrator in accordance with Section 50 of the *Labour Relations Act, 1995* as amended from time to time.

ARTICLE 8 - GRIEVANCE ARBITRATION

- 8.01 If the parties fail to settle the grievance at mediation, the grievance may be referred to arbitration under the following procedure. If a party refuses or

- neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings.
- 8.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after failure to settle at mediation.
- 8.03 All arbitrations shall be heard by a single arbitrator. If the parties do not agree upon a single arbitrator within ten (10) calendar days after receipt of the said notice, a request for the appointment of the single arbitrator shall be made by request to the Minister of Labour for Ontario.
- 8.04 Notices of desire to arbitrate shall be served personally or by registered mail. If served by registered mail, the date of receipt shall be deemed to be the date of service.
- 8.05 Where the arbitrator is of the opinion that there is proper cause for disciplining an volunteer firefighter, but considers the penalty imposed too severe in view of the volunteer firefighter's employment record and the circumstances surrounding the discharge or suspension, the arbitrator may substitute a penalty which is in its opinion just and equitable.
- 8.06 Each of the parties agrees to equally share in the cost of the arbitrator.
- 8.07 Nothing in this Article shall prevent either party from referring a grievance to arbitration under section 49 of the *Ontario Labour Relations Act, 1995*.
- 8.08 No arbitrator shall have the right to alter the provisions of this Agreement.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 9.01 When the attitude or performance of a volunteer firefighter calls for a warning by the Employer, the warning shall be a written one. An official of the Association shall be present when any discipline is issued. The right to representation at a disciplinary meeting may be waived by the volunteer firefighter.
- 9.02 Within seven (7) calendar days following a warning, the volunteer firefighter, if he has completed the probationary period, may process a complaint about the warning via the grievance procedure.
- 9.03 Within fourteen (14) calendar days following a suspension or discharge, the Association may process a grievance via Step 2 of the grievance procedure provided the volunteer firefighter has completed the probationary period.
- 9.04 Warnings or suspensions appearing in a volunteer firefighter's personnel file shall be removed two (2) years from the date issued if no other discipline has

been issued within that period. A temporary demotion in rank or to a lower classification of volunteer firefighter shall be equivalent to a disciplinary suspension.

9.05 The Employer shall forward copies of all written discipline to the Association.

ARTICLE 10 - VOLUNTEER FIREFIGHTER STATUS

10.01 All new volunteer firefighters shall serve a probationary period of twelve (12) calendar months from their date of hire. After having been assigned to their Station, volunteer firefighters will be evaluated by their Station Captain. The first evaluation shall occur within three (3) months after being assigned to the Station and the second evaluation shall be completed six (6) months after the completion of the first evaluation.

10.02 Upon the successful completion of the probationary period, the new volunteer firefighter will be classified as a 3rd Class volunteer firefighter and thereafter shall be promoted to the next class of volunteer firefighter in accordance with Schedule "C"; attached to this Agreement.

10.03 Volunteer firefighter status will be lost and the employment relationship terminated if a volunteer firefighter:

- a. Quits, resigns or retires;
- b. Is discharged for just cause;
- c. Fails to report to work within a period of one hundred twenty (120) calendar days;
- d. Fails to meet the attendance requirements as defined in Article 17;
- e. Fails to return after an approved leave of absence;
- f. Fails to successfully complete the probationary period. Termination of employment pursuant to this provision shall not become the subject of a grievance.

10.04 In the event the Employer amalgamates with any other municipality, undergoes division into separate municipalities or otherwise undergoes a political or legal re-organization, the Employer will use its best efforts to preserve the employment rights of the volunteer firefighters.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 No volunteer firefighter shall be laid off or terminated as a result of the Employer contracting out any of its work or services to person(s) not employed by the City of Hamilton.
- 11.02 In the event of a change in emergency response service delivery where the work customarily or normally performed by volunteer firefighters within the bargaining unit is modified, reduced, or eliminated through the performance of that work by persons employed by the City of Hamilton who are not volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act, the volunteer firefighters:
- a. Shall not be laid off;
 - b. Shall be offered a transfer to another volunteer or composite response Station(s). Where possible, the transfer shall be to the Station nearest the volunteer's residence; and,
 - c. Shall have the performance standards for call response waived for a period of six (6) months from the time of transfer.
- 11.03 In the event of a layoff or recall from layoff, the Area Commander, in consultation with the Station Captain shall, determine the order of the layoff(s) or recall. In determining the order the following factors shall be considered:
- a. Length of service
 - b. Skill, ability, qualifications and experience
 - c. Call response history
 - d. Training Attendance, including completion of required training
 - e. Time-of-day availability
 - f. Physical capabilities
 - g. Professional development
 - h. Distance from the Station hall.

Where the above factors are relatively equal, the least senior volunteer firefighter shall be laid off first and recalled last.

Notwithstanding the above, all probationary volunteer firefighters at the affected Station shall be laid off first and recalled last.

No new volunteer firefighters shall be hired into a Station while any volunteer firefighter from that Station is on layoff.

- 11.04 A volunteer firefighter will be deemed to have resigned if, after lay off, he fails to acknowledge his availability to report to work within ten (10) calendar days after notice of recall is deemed to have been received and further, if he fails to

report within thirty (30) calendar days after notice or recall is issued, as set out above.

ARTICLE 12 - JOB POSTING

- 12.01 When an Officer position is created, or an existing Officer position becomes vacant, the Employer will post a notice of that vacant position in each of the volunteer and composite Stations, with a copy provided to the Association, within six (6) weeks of the vacancy being declared. The notice shall be posted for a period of twenty-eight (28) calendar days and shall make clear whether the available position is to be filled on a temporary or permanent basis. A position shall be filled on a temporary basis when the incumbent has been, or is anticipated to be absent for three hundred and sixty-six (366) calendar days. Only those volunteer firefighters who have achieved the rank of 1st class firefighter shall be considered for Officer vacancies.
- 12.02 The closing date of the posting shall be entered on the notice when it is posted. All necessary details relevant to the vacancy or new classification shall be entered on the notice when it is posted. The Employer will notify the Association in writing if a vacancy is declared redundant. Within ten (10) calendar days after the completion of the selection process, the Employer shall identify the successful applicant.
- 12.03 In determining the successful candidate, preference will be given to volunteers in the primary response area. Persons appointed to evaluate the candidates shall consider the following criteria equally:
- a. Skill and ability;
 - b. Attendance at alarms;
 - c. Attendance at training; and,
 - d. Unbroken length of service.
- Where the criteria at (a), (b), and (c) are equal, unbroken length of service shall be the determinative factor.
- 12.04 If no applications for a vacant position are received from eligible volunteer firefighters, or if none of the applicants is awarded the vacancy, the Employer shall appoint a competent volunteer firefighter to the position, with the consent of that volunteer firefighter who shall then serve as the “acting” person, until the Employer is able to fill the position on a permanent basis. For the purpose of designating an “acting” person, no volunteer firefighter shall be prevented from serving in two capacities.
- 12.05 A volunteer firefighter who is awarded a posted position in accordance with the foregoing will be subject to a trial period of six (6) consecutive months. At any time during the trial period, the volunteer firefighter may be transferred back to his/her former position either at his own request or at the request of the

Employer. When a volunteer firefighter who is not a 1st Class firefighter is promoted to the position of Officer, the Employer may extend the trial period beyond six (6) months and until the Officer would have normally become a 1st Class volunteer firefighter.

- 12.06 A Promotional Board shall be held as necessary in order to determine the successful candidate for the position of Captain or Training Captain. The promotional board shall be comprised of three (3) Station Captains, one of whom shall be the Station Captain at the applicant's Station and the same number of management designates.
- 12.07 For the purpose of determining the successful applicant for the position of Station Captain, three (3) management designates as determined by the Fire Chief shall jointly select the successful applicant.
- 12.08 Notwithstanding anything in this Article, in the event the Employer hires additional full-time firefighters within the bargaining unit of the Hamilton Professional Firefighters Association, a percentage of the positions available will first be offered to the volunteer firefighters, provided they meet the general criteria for hiring into this job classification. As a minimum, the number of positions offered to volunteer firefighters shall be a percentage reflective of the number of residents in the population base within the City of Hamilton as defined in Article 2.01d. From the 2001 population census, this value would be 25%. The parties shall review this value and adjust it, if necessary, every 4 years to ensure it reflects the current population distribution and volunteer service areas at that time.

Potential applicants must meet the following general criteria:

- a. Successful completion of the volunteer firefighter's probationary period under this Agreement;
 - b. Successful completion of the applicable aptitude/job suitability test;
 - c. Successful completion of the applicable medical and fitness test, and;
 - d. Possession of a valid DZ driver's license.
- 12.09 The parties agree that the members included in Schedule "B" of this Agreement may apply and compete for any City of Hamilton positions once any requirements(s) regarding posting contained within any other applicable Collective Agreement has been complied with. For greater clarity the parties recognize that Association members will be viewed as internal City candidates.
- 12.10 An Officer may step down from this current position to assume a volunteer firefighter position, without rank, at the applicable rate of pay, thirty (30) calendar days after submitting notice in writing to the Area Commander.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 A volunteer firefighter who has completed the twelve (12) month probationary period may request a leave of absence from the Employer without pay for a period of up to twelve (12) months and such requests will not be unreasonably denied. The Employer will take into consideration the operational needs of the service. Requests must be submitted in writing to the Area Commander at least twenty (20) calendar days prior to when the leave of absence is to commence. The Employer, at its discretion, may waive this notice period.
- 13.02 Volunteer firefighters on a leave of absence will be given the option of maintaining health and welfare coverage at their own expense.
- 13.03 A request for a second leave of absence within twelve (12) months of another leave of absence shall be evaluated on a case by case basis. Such requests shall be considered by the Employer in consultation with the Association, and will not be unreasonably denied.

ARTICLE 14 - HOURS OF WORK, CLASSIFICATIONS AND RATES OF PAY

- 14.01 Volunteer firefighters shall be paid for all hours that are described in Schedule "A", and in accordance with wage rates described in Schedule "B".
- 14.02 Any volunteer firefighter appointed to serve as the Acting Training Captain, Acting Captain or Acting Station Captain shall be paid the corresponding rate of pay for that Captain, Training Captain or Station Captain position for the duration of that appointment. The parties agree that where the Station Captain will be absent for a period of longer than twenty-four (24) hours, an Acting Station Captain shall be appointed.
- 14.03 Any volunteer firefighter approved to provide instruction at the Volunteer Firefighter Recruit Training Program or at the weekly training night shall be paid his regular rate of pay, or the Training Captain rate of pay for hours that he provides such instruction, whichever is more.
- 14.04 A minimum of one (1) hours pay shall be paid to any volunteer firefighter that responds to the Station to respond on an apparatus, responds directly to the emergency scene, or stands by at the Station.

In the event that the volunteers are released from responding to a call before arriving at either the scene or to the Station, they shall be required to attend at the Station in order to verify their attendance to the call and to receive payment for that response.

The Station Captain or his delegate shall not normally authorize payment for a volunteer that did not respond within fifteen (15) minutes from the time of

dispatch to a call from which the volunteers were released before arriving. If the Station Captain or designate does authorize pay for a response beyond fifteen (15) minutes, he shall provide explanation to the Area Commander.

- 14.05 The first hour of pay shall be as defined in Article 14.07 below. If the duration of the incident or the duration of the volunteer firefighter's involvement in the incident lasts longer than the first hour, then payment shall be made in one-quarter ($\frac{1}{4}$) hour increments.
- 14.06 Volunteer firefighters that responded to the call shall remain at the Station for sixty (60) minutes at the discretion of the Station Captain or designate, and shall complete duties as assigned by the volunteer Station Captain or their designate.
- 14.07 Time paid for work during an alarm shall be based on:
- a. From the 'Time of Dispatch', if the volunteer firefighter responds directly to the Station or emergency scene when notified by pager of an alarm; or
 - b. From the time they are requested to respond during an active alarm for the purposes of assistance on the scene or relief of other staff; until either
 - i. The time that the volunteer firefighter left the scene and ceased involvement in the alarm; or
 - ii. If required to return to the Station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that volunteer firefighter is required to assist with that work and is released from duty.

ARTICLE 15 - HEALTH & SAFETY

- 15.01 The Employer and the Association agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the volunteer firefighters in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act* 1990 R.S.O. of Ontario and the Regulations thereto.
- 15.02 The committee shall be made up of worker representatives, one elected from each Station, and management representatives who shall meet quarterly to discuss the aforementioned matters. All time spent in committee meetings shall be paid at the applicable hourly rate.

ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL

- 16.01 The Employer will provide each volunteer firefighter with personal protective equipment as follows:
- a. Bunker gear, including boots that shall meet the standards set by the NFPA as amended from time to time and helmets that comply with regulations set out by the Ministry of Labour.
 - b. Flame resistant coveralls for providing protection to the legs, torso and arms having a pant cuff and wrist design so as to protect skin exposure when worn with boots and gloves.
 - c. If necessary, eye glass frames that are made and approved by the manufacturer of the breathing apparatus.
- 16.02 A volunteer firefighter that completes ten (10) years of service shall be given his helmet upon retirement.
- 16.03 Clothing will be replaced on an item-for-item basis when worn or damaged up to the quantity of the article of clothing as listed below based on the volunteer firefighter's years of service. If an article of clothing is no longer available due to a change in uniform, a substitute item that provides similar functionality will be provided. The volunteer firefighter is responsible for security of their uniform and shall return all uniform and fatigue clothing issued should they resign from the department or their employment is terminated by the Employer. Fatigue and uniform clothing shall only be worn as outlined in Department Policy.
- 16.04 A probationary volunteer firefighter participating in Volunteer Recruit Training shall be issued:
- Two (2) fatigue pants
 - Five (5) t-shirts (short sleeve)
 - One (1) belt
- 16.05 A probationary volunteer Firefighter, upon Graduation from Volunteer Recruit Training shall be issued:
- Two (2) fatigue pants
 - One (1) fatigue shirt (short sleeve)
 - One (1) fatigue shirt (long sleeve)
 - One (1) outer wear – 30' parka
 - One (1) dress cap
 - Two (2) breast badges
 - One (1) cap badge

- 16.06 All volunteer firefighters who achieve, or have achieved the rank of First Class firefighter shall be issued:
- One (1) dress tunic
 - One (1) dress pant
 - One (1) dress shirt – blue (long sleeve)
 - One (1) sweatshirt
 - One (1) tie
- 16.07 All volunteer firefighters who are or become an Officer shall be issued:
- One (1) dress shirt – white (long sleeve)
 - One (1) dress shirt – white (short sleeve)
- 16.08 Each volunteer firefighter and volunteer firefighter Officer shall be issued safety footwear at the time of hire which shall be replaced once every five (5) years.

ARTICLE 17 - ATTENDANCE REQUIREMENTS

- 17.01 Volunteer firefighter attendance to alarms and training will be recorded and reviewed on a quarterly basis. Volunteer firefighter attendance to Station duties will be recorded and reviewed on an annual basis. Failure to meet the minimum attendance requirements for two (2) consecutive quarters to alarms and training may result in disciplinary action, beginning with a counselling session. Failure to meet the minimum attendance requirements on an annual basis for Station duties may result in disciplinary action, beginning with a counselling session. A subsequent repeated failure to meet any of the minimum attendance requirements for the measurement periods shall result in further progressive discipline up to and including termination.
- 17.02 Each volunteer firefighters shall attend, a minimum of:
- a. 25% of all Station emergency responses. Credit will be given to a volunteer that responds to an emergency response from another Station.
 - b. 50% of the weekly training nights for their assigned Station as described in Schedule "A". Credit will be given for attending the required training that is described at Schedule "D", attached to this Agreement.
 - c. 25% of the regular scheduled Station duties as described in Schedule "A" attached to this Agreement and as assigned by the Station Captain. The Station Captain may waive this requirement at his discretion.
- 17.03 In the event a volunteer is unable to attend required training during the weekly training night at his Station, he may attend the training night of any other

volunteer or composite Station in order to receive the required training, with prior approval of the Training Captains.

ARTICLE 18 - HEALTH AND WELFARE

- 18.01 In order to protect the volunteer firefighters and their families from the financial hazards of illness or injury, the Employer will pay 100% of the premiums for insurance coverage through the VFIS Accident and Sickness Program. The Employer will provide twenty-four (24) hour coverage for each volunteer firefighter and such coverage will include as a minimum:
- a. Accidental Death and Dismemberment Insurance with a principle amount equalling \$100,000
 - b. Life insurance with a principle amount equalling \$100,000.
- 18.02 The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) Coverage to the maximum allowable rate as set by WSIB.

ARTICLE 19 - TRAINING & EDUCATION

- 19.01 The parties acknowledge that training is a dominant part of learning and maintaining the skills necessary in the fire service. The Training Division of Hamilton Fire Department is responsible to develop the training programs, oversee the training programs and to ensure that training is conducted by training instructors that are competent and skilled in the areas that they teach.
- 19.02 Whenever possible, volunteer firefighters shall provide the general instruction in fire services theory and practical skills (core skills). In the event volunteer firefighters are not reasonably available or qualified, or cannot reasonably become qualified through a train the trainer program, training may be provided by a person outside the bargaining unit.
- 19.03 The Employer shall require that certain training and certifications be achieved and maintained as outlined in Schedule "D" – Required Training, which is attached to this Agreement.
- 19.04 Volunteer firefighters who attend other courses that are relevant to their employment as a volunteer firefighter and to which they are assigned to take by the Employer, will be paid their regular training rate of pay. This payment shall only be made if the volunteer firefighter successfully completes the course.
- 19.05 Out of pocket expenses paid to members of the bargaining unit attending courses which occur outside the municipal boundary of the City of Hamilton, on direction of the Employer, shall be at the rate of ten dollars (\$10.00) per day to

a maximum of thirty dollars (\$30.00) per week. In addition, mileage shall be paid in accordance with City of Hamilton Corporate Policy in effect at the time of the required travel, to attend any courses that occur outside the municipal boundary of the City of Hamilton.

- 19.06 A volunteer firefighter may request written confirmation of successful completion of any course or required training for which the Employer maintains record, which the Employer shall provide.
- 19.07 In order to provide the volunteers greater opportunity for training and education, the Employer will contribute to the CLAC Education and Assistance, ten cents (10¢) per hour for all hours paid in respect of training and maintenance. CLAC will provide training and education opportunities that are in addition to those already provided by the Employer, such as, but not limited to, interpersonal relations, communication skills and labour relations as well as such general assistance as deemed fit by the Association.

ARTICLE 20 - TECHNOLOGICAL CHANGE, RE-ASSIGNMENT AND TERMINATION OF BARGAINING UNIT WORK

- 20.01 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) calendar days prior to the introduction or implementation of such new or improved methods or facilities affecting the volunteer firefighters, the Employer shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. Such notice shall contain that information known to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.
- 20.02 As soon as reasonably practical after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of volunteer firefighter. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by additional information reasonably requested by the Association, which is in the possession of the Employer.
- 20.03 Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any volunteer firefighter.
- 20.04 Without mutual agreement, no volunteer firefighter covered by this Agreement shall suffer loss of employment as a result of the exercise by the Employer of its right to introduce or implement substantial technological change, provided the said volunteer firefighter was in the employ of the Employer at the time the aforementioned notice was given by the Employer.

- 20.05 Issues flowing from such technological changes may be referred to the Joint Labour Management Committee for resolution. If agreement is not reached within thirty (30) calendar days of the Employer's disclosure of the employment related effects of any changes caused by technological change, either party may submit any outstanding issue(s) concerning these effects (but not the technological change itself) to a single arbitrator as outlined in Article 8. The arbitrator shall have full remedial powers to deal with these unresolved issues.
- 20.06 The words "new or improved methods or facilities" as used in this Article shall mean (a) the introduction by the Employer of equipment, material or manpower of a different nature or kind than that previously utilized, and (b) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of equipment, material or manpower.

ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE

- 21.01 The Employer and the Association agree to establish a Labour-Management Committee. A proposed agenda of matters for discussion will be prepared in advance. The Committee shall be made up of an equal number of volunteer firefighters and non-bargaining unit persons (not less than two (2) of each). Meetings shall be held as may be mutually agreed upon and scheduled at least once every four (4) months. A CLAC Representative may also attend such meetings. Committee members will receive their regular volunteer training rate of pay when attending a Labour Management Committee meeting. The function of this Committee shall be to discuss matters of mutual concern and provide an opportunity for open communication on issues between the parties.

ARTICLE 22 - EMERGENCY CALL RESPONSE

- 22.01 Volunteer firefighters are encouraged to identify themselves as volunteer firefighters to their regular full-time or part-time Employer, and request permission to respond to calls during regular working hours when reasonably practical and beneficial. Upon request, the Fire Chief or designate shall provide a letter confirming that the individual is serving as a volunteer firefighter with the City of Hamilton.
- 22.02 Volunteer firefighters may, where possible, respond to calls from Stations other than their own, provided they are within the call area of the applicable Station and are in possession of their personal protective equipment.

ARTICLE 23 - MINIMUM STAFFING

- 23.01 The parties agree that at volunteer/composite Stations as defined in this Agreement, and subject to Article 11, the Employer will maintain a minimum of twenty-five (25) volunteers, except at Stations where there exists a single fire

fighting apparatus, where the minimum staffing level will be fifteen (15) volunteers. For the purpose of this Article, the definition of firefighting apparatus does not include support units.

ARTICLE 24 - BACKFILL POLICY

24.01 In the event that a volunteer Station is vacated for more than sixty (60) minutes because its apparatus and personnel are committed to an emergency, and provided that volunteer resources are available, that primary response area shall be backfilled by available volunteer firefighters and apparatus operated by volunteers.

In the event of a significant event requiring multiple Station response in a volunteer firefighter primary response area, and for a duration in excess of sixty (60) minutes, the Employer shall direct that a volunteer apparatus, from a volunteer or composite Station not already engaged in that event, be directed to stand-by at a strategic location so that it is available to respond to subsequent emergency calls in those vacated areas.

This provision shall have no application for a composite Station, including Station #15.

ARTICLE 25 - DELIVERIES

25.01 Mail, which is delivered to or between Stations staffed exclusively by volunteers, shall be delivered by members of the bargaining unit, but may include delivery by the Area Commander(s) in the performance of his Administrative duties.

Transfer or movement of apparatus designated for the use of volunteers, between Stations staffed exclusively by volunteers shall be performed by members of the bargaining unit. The preceding shall not exclude Mechanics of the Mechanical and Maintenance Division nor shall it be deemed to exclude other volunteer firefighters of the City of Hamilton who are performing said duties as a part of their modified work assignment.

ARTICLE 26 - TRANSFERS BETWEEN VOLUNTEER STATIONS

26.01 The Employer will make every reasonable effort to accommodate volunteer firefighters requesting a transfer to another volunteer or composite Station, in the event their permanent residence is relocated within the primary response area of such Station.

26.02 Where the volunteer firefighter holds an Officer position in the Station he transfers from, he shall maintain his rank, but he will be paid the rate of a first

class firefighter until such time as he is appointed to the position of Officer, acting or otherwise, as per the job posting procedure outlined in Article 12.

ARTICLE 27 - INTEREST ARBITRATION

- 27.01 Notwithstanding any provision in the *Labour Relations Act*, 1995 by which the Employer could lawfully lock out the members of the bargaining unit or by which the volunteer firefighters could lawfully engage in a strike, the Employer shall not lock out the members of the bargaining unit and the members of the bargaining unit shall not strike at any time prior to the settlement of a renewal Agreement to replace this Agreement.
- 27.02 If the Employer and the Association are unable to conclude a renewal Agreement in their negotiations, and after such time as a conciliation Officer has been appointed and met with the parties and was unable to assist the parties to reach an agreement, the renewal Agreement shall be settled by a sole arbitrator jointly appointed by the parties, in a manner as described herein.
- 27.03 Upon the expiration of the Agreement or upon the request of either party for a Ministry of Labour appointed conciliator, all terms and conditions of employment shall be frozen and shall remain frozen until such time as a renewal Agreement is ratified by the respective parties.
- 27.04 Within twenty-one (21) calendar days after the last meeting with the conciliation Officer, the parties shall each submit, in writing, the names, addresses, telephone and facsimile numbers of their recommendations for an arbitrator.
- 27.05 Within ten (10) calendar days of receipt of the other parties' recommendations, the parties shall meet to jointly choose an arbitrator.
- 27.06 If the parties are unable to agree to an arbitrator, a request for the appointment of a sole arbitrator shall be submitted to the Minister of Labour.
- 27.07 The arbitrator shall determine his own procedure but shall give the parties full opportunity to present their evidence and make their submissions.
- 27.08 Section 116 of the *Labour Relations Act*, 1995 shall apply to the arbitrator.
- 27.09 In making its decision, the arbitrator shall take into consideration all factors it considers relevant, including the following:
- a. A comparison as between the volunteer firefighters and other comparable volunteers in the public and private sectors, of the terms and conditions of employment and the nature of the work performed;
 - b. The Employer's ability to pay in light of its fiscal situation;

- c. The extent to which services may have to be reduced, in light of the arbitrator's decision, if current funding and taxation levels are not increased;
 - d. The economic situation in Ontario and in the part of Ontario where the Employer is located, and;
 - e. The Employer's ability to attract and retain qualified volunteer firefighters.
- 27.10 The arbitrator shall be advised, in writing, of all matters upon which the parties have agreed and of all matters in dispute.
- 27.11 The arbitrator shall determine all matters in dispute and shall issue a decision in writing with respect to all such matters. The arbitrator shall include, as part of its decision, the matters upon which the parties have agreed and have so advised the arbitrator as provided above.
- 27.12 The decision of the arbitrator, and all matters previously agreed to by the parties, shall constitute the Agreement between the Employer and the Association.
- 27.13 The arbitrator shall remain seized of all matters referenced in its decision and have jurisdiction over any disputes arising from the wording of the above noted Collective Agreement until such time as the parties have finalized the document with their respective signatures.

ARTICLE 28 - DURATION

28.01 This Agreement shall continue in full force and effect on the day it is ratified until December 31, 2015 and for further periods of one (1) year, unless notice is given by either parties of the desire to delete, change, or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

IN WITNESS WHEREOF the City of Hamilton has executed this Agreement by its duly authorized Officer(s) this ____ day of _____, 20____.

For The City of Hamilton

Witness Per _____
I have authority to bind the City

Witness Per _____
I have authority to bind the City

IN WITNESS WHEREOF the Christian Labour Association of Canada has executed this Agreement by its duly authorized Officer(s) this ____ day of _____, 20____.

For Christian Labour Association of Canada

Witness Per _____
I have authority to bind the Association

Witness Per _____
I have authority to bind the Association

Witness Per _____
I have authority to bind the Association

Witness Per _____
I have authority to bind the Association

SCHEDULE "A"
Hours of Employment

1. Response to Alarms

- a. A volunteer firefighter will respond to an alarm when he is available to respond. Each firefighter shall determine at his discretion when he is available to respond to an alarm, subject to Article 17 – Attendance Requirements.

2. Training

- a. The Employer shall provide the following paid training periods (herein referred to as weekly training night) for attendance by the volunteers at their discretion, subject to Article 17 – Attendance Requirements:
 - i. Station 21 – Each Wednesday night from 7:00 p.m. to 9:00 p.m.
 - ii. Station 14, 17, 18, 19, 24, 25, 26, 27 and 28 – Each Monday night from 7:00 p.m. to 9:00 p.m.
 - iii. Station 15 and 16 – Each Thursday night from 7:00 p.m. to 9:00 p.m.
- b. The weekly training night can be extended by the Training Captain, the Station Captain or their designate by up to one-half ($\frac{1}{2}$) hour. Should a longer period than two and one-half ($2\frac{1}{2}$) hours be required to conduct the scheduled training, prior approval shall be obtained by the Area Commander or their designate.
- c. Training nights may be shifted from the day of the week as outlined above to allow for cross training to occur between Stations that practice on a different night, provided notice is given at least two (2) training nights in advance of any changes.
- d. Subject to management approval, each Station shall be allotted an additional eight (8) hours within the calendar year to be used at the discretion of the Training Captain and Station Captain to complete additional training within the curriculum provided by the Training Division of Hamilton Fire Department.

3. Station Duties

In order to ensure the efficient and cost-effective operation of each Station, the Employer agrees to allow the Station Captains to assign, to a maximum number of hours per week as outlined below, Station duties to the volunteer firefighters in their Station regular maintenance and clean up. The Station Captains will also determine how, and to whom the work will be assigned.

- a. Station hours in each Station shall be provided as follows:

- 16 hours shall be provided for each volunteer and composite Station with one (1) apparatus.
 - 4 hours shall be provided for each additional apparatus assigned to the Station.
- b. Regular maintenance and clean up will include but not be limited to:
- General Station maintenance, including regularly scheduled outside building and grounds maintenance (excluding snow ploughing).
 - Cleaning of apparatus, including limited maintenance (ensuring appropriate fluid levels and apparatus check as per Hamilton Fire Department Policy and Procedures).
 - Cleaning and maintenance of equipment and gear; includes re-filling of air cylinders.
 - Cleaning and maintenance of floors, washrooms, training rooms, etc.
- c. Subject to management approval, an additional five (5) hours will be allotted for those stations responsible for grass cutting.

**SCHEDULE “B”
Wages and Rates of Pay**

		Jan 1/12	Jan 1/13	Jan 1/14	Jan 1/15
Increase to Base Rate			1.9%	1.9%	1.9%
RANK	Differential				
Probation	80%	15.85	16.15	16.46	16.77
3rd Class	90%	17.83	18.17	18.51	18.87
2nd Class	95%	18.82	19.18	19.54	19.91
1st Class	100%	19.81	20.19	20.57	20.96
Captain	115%	22.79	23.22	23.66	24.11
Training Captain	120%	23.78	24.23	24.69	25.16
Station Captain	125%	24.77	25.24	25.72	26.21

The rate set for 1st Class Firefighter is the standard at 100% and is the base on which other rates are then set.

1. Performance Pay

Effective January 1st, 2009, and each year thereafter;

- a. When a volunteer firefighter’s attendance at regular scheduled training exceeds 75% for the calendar year, a one-time payment of one hundred and fifty dollars (\$150.00) will be made for that year.
- b. When a volunteer firefighter’s attendance at alarms for their assigned Station exceeds fifty percent (50%) for the calendar year, a one-time payment of one hundred and fifty dollars (\$150.00) will be made for that year.

These payments shall be made by March 1st of the following calendar year.

The parties agree to strike a committee to discuss opportunities for service pay and recognition for service, in lieu of the aforementioned Performance Pay.

2. Recruitment Pay

Effective date of ratification, all new recruits to the volunteer service will be subject to the following pay schedule;

- a. Upon successful completion of the Recruit Training Program, a probationary volunteer firefighter will be paid a one thousand dollars (\$1000.00) lump sum payment.
- b. Upon successful completion of his/her first probationary evaluation (within three (3) months after being assigned to the Station in accordance with Article 10.01), a volunteer firefighter will be paid a one thousand, five hundred dollars (\$1,500.00) lump sum payment.

- c. Upon successful completion of his/her second probationary evaluation (within six (6) months after the first evaluation in accordance with Article 10.01) and having met the attendance requirements in accordance with Article 17.02 of the Collective Agreement, for two (2) consecutive quarters, a volunteer firefighter will be paid a two thousand dollars (\$2,000.00) lump sum payment.
- d. To clarify, volunteer firefighters shall not be subject to the Wage Schedule until they have successfully completed the Recruit Training Program.

SCHEDULE “C”
Promotions & Performance Evaluations

1. Advancement to the next successive class of volunteer firefighter (excluding the Officer position, advancement to these positions is covered in Article 12) requires that a volunteer firefighter has, in accordance with the table below:

- Completed the minimum unbroken service periods; and
- Has achieved satisfactory performance evaluations for their current classification, at the intervals prescribed for that classification. The performance evaluations shall be completed by the Station Captain and forwarded to the Area Commander for review and action.

Classification	Minimum Length of Service	Performance Evaluations
3 rd Class Volunteer Firefighter	One (1) year	12 month intervals
2 nd Class Volunteer Firefighter	Two (2) years	12 month intervals
1 st Class Volunteer Firefighter	Three (3) years	12 month intervals
Officers – Volunteer Firefighter		12 month intervals

2. A written and oral classification evaluation will be administered by the Training Division and must be successfully completed prior to progressing to the next class of volunteer firefighter. Classification evaluations for Volunteer Firefighters shall be attended by a Volunteer Firefighter Officer. If however, a classification evaluation does not occur before the time at which a firefighter is scheduled to progress to the next class, he shall, in the absence of any classification evaluation receive the increment in hourly rate designated for the next class of volunteer firefighter until such time that the classification evaluation is completed. Should the outcome of the performance classification evaluation not allow for advancement to the next class, the hourly rate shall be rolled back to that of the previous class for the pay period following the classification evaluation.

3. A volunteer firefighter may appeal the outcome of a performance or classification evaluation by submitting written notice within ten (10) calendar days of the evaluation. In the case of the performance evaluation, written notice of the desire to appeal will be forwarded to the Area Commander. In the case of the classification evaluation, written notice of the desire to appeal shall be forwarded to the Divisional Chief of Training. A volunteer firefighter who has not completed their probationary period may not appeal the classification evaluation.

SCHEDULE “D”
Required Training

1. Where practical, all required training shall be conducted during the regular weekly training periods. All volunteer firefighters and volunteer firefighter Officers shall complete all designated required training and certifications as outlined below:
 - a. Shall obtain within the first year of service, a minimum driver’s license classification of DZ. The Employer agrees to pay for the initial medical to meet Ministry of Transport requirements. Any other costs required to upgrade or maintain the minimum license class of DZ shall be paid by the volunteer firefighter.
 - b. Annually – self contained Breathing Apparatus Training/Re-certification. Session will be held at the Simulated Fire and Rescue Complex, or as prescribed by Training Division.
 - c. Annually – One Live Fire/Hands-on-Training Session which will be held at the Simulated Fire and Rescue Complex, or as prescribed by Training Division.
 - d. Maintain their Certification in the Emergency Patient Care, Cardiopulmonary Resuscitation and Operation of Semi-Automatic Defibrillators to the standards outlined by the Hamilton Fire Department.
 - e. Every five (5) years complete a pump operators certifications/re-certification program.
2. Failure to meet the above required training/certification requirements will result in discipline up to and including termination.

LETTER OF UNDERSTANDING # 1

Between

THE CITY OF HAMILTON

and

**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION, LOCAL 911
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA**

ARTICLE 12 – JOB POSTINGS

The parties agree that this Letter of Understanding shall replace the provisions found at Article 12.08 of the current Collective Agreement, and that instead, the provision below shall be the operative provision for a period not to exceed the duration of the Collective Agreement between the parties.

If there is any conflict between this Letter of Understanding, and any other provision of the Collective Agreement, this Letter shall prevail.

Now then, in the event the Employer hires additional full-time firefighters within the bargaining unit of the Hamilton Professional Firefighters Association, the parties recognize that volunteer firefighters covered by the Collective Agreement will be viewed as internal city candidates. Potential applicants must meet the following general criteria:

- Successful completion of the applicable aptitude/job suitability test;
- Successful completion of the applicable medical and fitness test; and
- Successful completion of an interview or any other test as deemed applicable by the Employer.

Signed this _____ day of _____, 20_____.

FOR THE CITY OF HAMILTON

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING # 2

Between

THE CITY OF HAMILTON

and

**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION, LOCAL 911
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA**

ASSIGNMENT OF EXTRA DUTIES

From time to time, the management and their designate require assistance to complete various tasks that are required to facilitate the day-to-day operations of the Volunteer Division.

Individuals who have time available and are interested in assisting shall indicate their availability by completing the form in the "Volunteer Extra Duty Sign-Up" section of FDM.

To be considered for extra duties, individuals must have two (2) consecutive quarters where attendance to alarms and training meet or exceed the requirements as laid out in the Collective Agreement.

The distribution of extra duties will be based on the person who is available with the least number of extra duties hours worked over the previous sixty (60) days. In some circumstances, the assignment of extra duties will be done based on experience and training if the task at hand requires previous knowledge or experience.

Signed this _____ day of _____, 20_____.

FOR THE CITY OF HAMILTON

FOR THE ASSOCIATION

