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NOMBRE D'EMPLOYÉS	50		



1992 COLLECTIVE AGREEMENT

B E T W E E N

**THE CORPORATION OF THE
CITY OF KITCHENER**

A N D

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

KITCHENER, ONTARIO.

JANUARY 1, 1992 - DECEMBER 31, 1992

JAN 31 1995

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1992 COLLECTIVE AGREEMENT

B E T W E E N

THE CORPORATION OF THE CITY OF KITCHENER
(hereinafter called the "**Employer**")

OF THE FIRST PART:

A N D

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
(hereinafter called the "**Full Time Fire Fighters**"
In Schedule "**B**" - "**Full Time Civilians**")

OF THE SECOND PART:

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, benefits, working conditions and remuneration respecting the employment of Full Time Fire Fighters and Full Time Civilian Dispatchers, Full Time Civilian Mechanics and Full Time Civilian Plans Examiners of the Employer hereinafter defined.

For purposes of this Agreement the words "**non-firefighting**" and "**civilian**" when so referenced shall be read to mean "**technician**" as referenced in the Fire Departments Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 **EMPLOYEES COVERED**

1:01 The provisions of this Agreement excluding Schedule "**B**" shall apply to all Full Time Fire Fighters of the Kitchener Fire Department with the exception of the Chief and the Deputy Fire Chief.

The provisions of Schedule "**B**" attached, which forms part of this Agreement, shall apply to all Full Time Civilian Dispatchers, Full Time Civilian Mechanics and Full Time Civilian Plans Examiners (hereinafter called Civilians) of the Kitchener Fire Department.

1:02 Each new Full Time Fire Fighter shall be deemed to be a Fourth (4th) Class Fire Fighter (probationer) for the first twelve (12) consecutive months of their employment and the provisions of this Agreement shall apply to Fourth (4th) Class Fire Fighters, only if and where specifically provided for herein, as in accordance with Clause 12:01.

ARTICLE 2 **RECOGNITION**

2:01 The Employer recognizes the Party of the Second Part (through its duly accredited Negotiating Committee) as the exclusive negotiating agent for all Full Time Fire Fighters covered by this Agreement.

2:02 All Full Time Fire Fighters who are now members shall remain members and any new Full Time Fire Fighter shall become a member of the Kitchener Professional Fire Fighters' Association and shall remain a member as a condition of their continued employment, to contribute to the said Association an equivalent contribution to such dues and assessment **as** from time to time are authorized, levied and collected from the general membership of the said Association.

2:03 The Employer shall withhold from the salaries or wages of all Full Time Fire Fighters the assessment and dues levied against the Full Time Fire Fighters by the Association and shall transmit such dues and assessments to the Association monthly. The Association shall indemnify and save the City harmless with respect to all dues so deducted and received.

2:04 The Employer shall be notified in writing thirty (30) days prior to any required change in deductible assessments or dues.

ARTICLE 3 **DISCRIMINATION**

3:01 The Employer shall not discriminate against any Full Time Fire Fighter for lawful Union activities, upholding their principles or serving on a committee of the Association, or any organization affiliated therewith.

ARTICLE 4 **DUTY HOURS**

4:01 All Full Time Fire Fighters of the Department shall have a duty tour of forty-two (**42**) hours per week, average, on a two-platoon system, except as herein provided.

4:02 The following classification shall work forty (**40**) hours per week:
- Chief Fire Prevention Officer;
- Assistant Chief Fire Prevention Officer;
- Fire Prevention Officers;

- Training Director;
- Executive Assistant (Secretary)
- Mechanics

4:03 The granting of requests for changes in shifts or days off shall be at the discretion of the Chief or, in the absence of the Chief, the Deputy Chief.

4:04 Change The occupation of and the use of off-duty time by a **Full Time Fire Fighter** when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.

4:05 Change a) It is understood by both parties that all **Full Time Fire Fighters** may be required to work overtime in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, **Full Time Fire Fighter** will be compensated for overtime hours worked at one and one half (1 1/2) times the pro-rated **basic** hourly rate of the **Full Time Fire Fighter's** basic salary in effect at the time the overtime is worked.

Change b) The pro-rated hourly rate of the **Full Time Fire Fighter's** salary will be computed by dividing the **Full Time Fire Fighter's** basic annual salary by 2190 hours.

Change c) **A Full Time Fire Fighter** may request to be compensated for all or part of the overtime by taking time off duty, provided the time off in lieu of overtime will be limited to sixty-four (64) hours per calendar year and will be taken at a time approved by the Chief and/or Deputy Chief, which approval will not be unreasonably withheld taking into consideration work to be performed and scheduling requirements. In computing the time off to which the **Full Time Fire Fighter is** entitled by reason of working overtime or on call-in, the **Full Time Fire Fighter is** entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the **Full Time Fire Fighter** would have been entitled in respect of such overtime if they elected to be paid in money as opposed to payment in time off.

Change d) Overtime compensation may be carried forward from year to year subject to the maximums described below:

Change **Full Time Fire Fighters on the Platoon System**
- one (1) week (maximum fifty-six (56) hours)

Change **Full Time Fire Fighters not on the Platoon system**
- one (1) week (maximum forty (40) hours)

Any time carried forward must be taken in time off only and cannot be paid.

4:06 Callback and Recall

Change Every Full Time Fire Fighter who is called out to report for duty at any time that is not within one (1) hour of the commencement of their regular scheduled shift, shall be paid at the rate of overtime pay with a minimum, for each call out of three (3) hours at time and one half (1 1/2). The overtime period shall be from the time the **Full Time Fire Fighter** reports for duty until their release or until the commencement of their regular shift, whichever first occurs. Recall is defined to have the same meaning in Section 2 of Subsection 7 of the Fire Department's Act.

4:07 New **Any Full Time Fire Fighter required by management to be available for call-out will be paid at the rate of seventy-seven dollars (\$77.00) per week for each week that the Full Time Fire Fighter is required to be available. This does not apply to those where being available for call-out is considered part of their salary. They are the positions of Chief Fire Prevention Officer and Master Mechanic.**

ARTICLE 5 VACATIONS

5:01 All Full Time Fire Fighters of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:02. One (1) weeks vacation shall mean four (4) consecutive duty days on the two-platoon system for the Firefighting Division and five (5) duty days for those positions named in Clause 4:02.

5:02 All Full Time Fire Fighters of the Department on completing five (5) years of, continuous service, shall be granted three (3) weeks vacation in each calendar year; on completion of ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year; on completion of eighteen (18) years of continuous service, shall be

granted five (5) weeks vacation in each calendar year: on completion of twenty-seven (27) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03 Full Time Fire Fighters engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service.

5:04 Vacation will not be accumulated for any Full Time Fire Fighter. The choice of vacation period(s) for individual Full Time Fire Fighters will be as per the vacation schedule mutually agreed upon by the Parties to this Agreement.

5:05 To receive a pay advance for vacation, a Full Time Fire Fighter shall make a request to the Fire Chief in writing four (4) weeks in advance of the date the pay cheque is required. The City's Commissioner of Finance must be notified of this request three (3) weeks in advance of the date the cheque is required. All vacation cheques to cover the pay period falling within the vacation period only.

5:06 Change This Article does not apply to **Full Time Fire Fighters** in receipt of Long Term Disability benefits.

ARTICLE 6 **STATUTORY HOLIDAYS**

6:01 All Full Time Fire Fighters of the Department shall be granted four (4) consecutive duty days in lieu of four (4) Statutory Holidays plus one (1) day's pay to a maximum of eight (8) days, payable on the last pay period in November, at the rate of pay applicable to them at that time. The day's pay to be calculated at one-one hundred and eighty second (1/182).

6:02 Full Time Fire Fighters commencing employment after January 1st or terminating employment before December 31st shall receive, in lieu of Statutory Holidays, one (1) day's pay as calculated in Clause 6:01, for each full completed month of employment.

6:03 For the purpose of Clause 6:01 Statutory Holidays shall mean the following:

- New Year's Day: Good Friday;
- Easter Monday: Victoria Day;
- Canada Day; Civic Holiday;

(g) Dental Plan equivalent to the Blue Cross Dental Plan #9, based upon the current Ontario Dental Association Fee Schedule, plus Rider #2 on a 50/50 co-insurance basis, effective January 1, 1991.

(Life Insurance Coverage is not extended to include dependents).

7:02 Subject to the provisions contained in Clause 7:01 hereof, each Full Time Fire Fighter shall be entitled to leave of absence with remuneration in the case of sickness or incapacity as provided for in By-Law Number 73-21P of the Employer, to a maximum of eighteen (18) duty days sick leave per annum with pay, cumulative.

7:03 Any Full Time Fire Fighter may be required to have a complete medical examination by the Corporation's medical examiner, or by another physician selected by the Corporation. The Full Time Fire Fighter and the Corporation shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Chief of the Fire Department. If the Full Time Fire Fighter is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the Full Time Fire Fighter's physician is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete a medical examination as per the form provided by the Chief of the Fire Department. The Corporation will underwrite the cost of all such medical examinations.

7:04 Change a) The employer will pay one hundred percent (100%) of the cost of the monthly premium of the Ontario Health Insurance Plan (OHIP) or equivalent and the Blue Cross Extended Health Care Plan or equivalent on behalf of all **Full Time Fire Fighters** on retirement to age 65.

Change b) The employer will pay one hundred percent (100%) of the cost of the benefits under Clause 7:01 with the exception of c) Group Life Insurance, d) Accidental Death Plan and, f) Long Term Disability, on behalf of the spouse of a **Full Time Fire Fighter** killed in the line of duty, until the **Full Time Fire Fighter** would have reached age 65 or the

spouse remarries, whichever occurs first.

7:05 The Corporation will purchase, on behalf of those Full Time Fire Fighters who remain in the service of the Kitchener Fire Department as a Full Time Fire Fighter until their normal retirement date, a paid-up life insurance policy for the amount of \$1,000.00.

7:06 Change **A Full Time Fire Fighter**, who is injured on the job and is approved for Workers' Compensation temporary total disability benefits, shall be compensated as follows:

The Corporation shall:

Change a) Advance to the **Full Time Fire Fighter** on their regular pay day an amount equal to that which the Workers' Compensation Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Compensation Board will be paid to the employer and the former amount will be adjusted, if necessary, to equal the latter, and

The Corporation shall:

Change b) Pay to the **Full Time Fire Fighter** on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the **Full Time Fire Fighter** an amount equal to their normal net take home pay after all appropriate deductions have been made. Deductions for income tax, C.P.P. and unemployment insurance will be based on the employer paid portion of the **Full Time Fire Fighter's** pay. All other deductions will be based on the **Full Time Fire Fighter's** normal gross pay.

c) No payments as set out in this Clause shall be payable with respect to any absence for which a permanent disability pension or award is payable by the Workers' Compensation Board.

Change d) Where a **Full Time Fire Fighter** is compensated under the terms of this Clause, there shall be no deduction from the **Full Time Fire Fighter's** sick leave benefits.

7:07 New

Full Time Fire Fighters attending Ontario Fire College courses authorized by management shall be paid at the rate of twelve cents (12 cents) per kilometre driven. This Clause is read subject to a maximum of one round trip per week and car pooling will be required where possible.

The 1992 rate noted in this Clause will in future years be indexed proportionately, to increases in the City's mileage system as approved by Council.

ARTICLE 8

SALARIES

The salaries to be paid under this Agreement shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 9

SERVICE PAY

Each Full Time Fire Fighter will be paid sixty dollars (\$60.00) annually for each continuous completed five (5) years of service at the rate of five dollars (\$5.00) per month, to be paid in the last pay period in November and shall apply in case of retirement, death, resignation or dismissal.

ARTICLE 10

SENIORITY

10:01

a) In determining a Full Time Fire Fighter's service for seniority purposes, computation shall begin on the date that they entered the employ of the Department as a **Full Time Fire Fighter**.

b) A Full Time Fire Fighter may make application to become a civilian dispatcher. In such case, seniority shall be transferable for service-related benefits only. Seniority for other purposes shall be calculated from the date of transfer.

10:02 Change

Former Full Time Fire Fighters re-entering the service after continuity of service has been broken for any reason, except in the case of layoffs, which are dealt with below, shall be considered new Full Time Fire Fighters for purposes of seniority date only, which seniority date shall be the date of their re-entry into the Fire Service. The re-entry of a **Full Time Fire Fighter** to the 1st Class classification or a lower rank shall be at the discretion of the Corporation to fill an existing vacancy. The re-entry of a **Full Time Fire Fighter**

to an existing vacancy in a classification above that of 1st Class Fire Fighter which cannot be filled from within the Department may be filled by a qualified person. The Corporation may place such **Full Time Fire Fighters** into the salary level appropriate for the existing vacancy.

10:03 A Full Time Fire Fighter shall have their name removed from the seniority list in the event of continuous non-employment, including lay-off, any authorized leave of absence, sickness or accident, after their sick leave credits have expired for a period of time equal to half the length of a Full Time Fire Fighter's seniority or for a period of 24 months, whichever is the lesser.

ARTICLE 11 **LAYOFFS**

11:01 The following are the Divisions of the Fire Department:

- Division of Firefighting
- Division of Fire Prevention
- Division of Administration
- Division of Apparatus and Equipment
- Division of Training
- Division of Civilian Dispatching

11:02 In the event of a lay-off of Full Time Fire Fighters from the Kitchener Fire Department, the following lay-off sequence shall apply, having regard to the qualifications, ability and skills necessary to perform the duties required.

- a) Should a lay-off be effected in any of the above working divisions, divisional seniority shall govern first. That is the last Full Time Fire Fighter to enter the affected division shall be the first Full Time Fire Fighter to be laid off in that division and exercise seniority rights in the Division of Firefighting and the last Full Time Fire Fighter laid off in the affected division shall be the first recalled to that division, subject to Clause 11:03 and Clause 10:03.
- b) Following divisional lay-off or in the event that a divisional lay-off is not effected, departmental seniority will be applied throughout the division of Fire Fighters. That is, the last Full Time Fire Fighter hired shall be the first Full Time Fire Fighter laid off and the last Full Time Fire Fighter laid

off shall be the first Full Time Fire Fighter recalled subject to Clause 11:03 and Clause 10:03.

Change c) Bumping will only be permitted within the Division of Firefighting, at the rank or below the rank previously held in the Division of Firefighting and the **Full Time Fire Fighter** exercising bumping rights must possess the skills, qualifications and experience to be able to demonstrate same in a reasonable period of time as determined by the Fire Chief, to perform the work of the classification into which they propose to "bump".

11:03 Change Upon receipt of proper notification from the Corporation to return to work after recall from layoff, the former **Full Time Fire Fighter** shall have seven (7) calendar days to notify the Corporation of their intention to return to active duty. Failure to return to work after an additional seven (7) calendar days following such notification shall result in the **Full Time Fire Fighter's** name being struck from the seniority list and the next in line of seniority shall be recalled. The Corporation will send such notices by Registered Mail to the last known address provided to the Corporation by the **Full Time Fire Fighter**.

If a laid off **Full Time Fire Fighter** notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident or other legitimate reasons.

Regardless of previous rank, a recalled **Full Time Fire Fighter** shall accept the job title and appropriate salary level for the vacant position to be filled. They will be reinstated to their former rank, if appropriate, without re-examination only if such vacancy occurs within two (2) years of the date of their return to service as a Full Time Fire Fighter.

ARTICLE 12

PROMOTION

12:01 Change

- a) For re-classification and salary change purposes from the time of appointment as probationer Fourth (4th) Class Fire Fighter the following examination procedure shall apply.

Successful **completion** qualifies **Full Time Fire Fighters** to the rank of First (1st) Class and below for the next classification.

- 1) Upon completion of one (1) full year as a Fourth (4th) Class Fire Fighter.
- 2) Upon completion of one (1) full year as a Third (3rd) Class Fire Fighter.
- 3) Upon completion of one (1) full year as a Second (2nd) Class Fire Fighter.

Qualifications for progression in the above **Full Time Fire Fighter** classifications shall be from a total of 52 points.

<u>Derived From</u>		<u>Minimum to Qualify</u>
i) Written Exam	20	14
ii) Oral	20	10
iii) Practical Test	20	14
iv) Rating	20	14

Change

- b) In the event the **Full Time Fire Fighter** fails to attain the required points in each of the written, oral, practical and rating examinations they may re-try in 3 months any examination in which they were unsuccessful. During this time no salary adjustment will apply.
- c) In the event of failure on the second attempt the Chief will initiate action with respect to the **Full Time Fire Fighter** which is in the Chief's opinion appropriate under the circumstances. Such action **may** include termination.

12:02 Change

- a) Each Full Time Fire Fighter to be eligible for promotion to Captain shall be a **Full Time Fire Fighter**, First (1st) Class, for seven (7) years in the Fire Fighting Division. A Captain shall be a graduate of the Ontario

Fire College, as a condition of the final assessment, as outlined below.

The following examination procedure shall apply for the rank of Captain. Qualifications for the rank of Captain shall be from a total of 52 points.

Derived From		<u>Minimum to Qualify</u>
i) Written Exam	20	14
ii) Practical	20	14
iii) Rating	20	14
iv) Oral	20	10
v) Seniority	20	

b) Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date they entered the employ of the Kitchener Fire Department to a maximum of twenty (20) points. For any part of a year, seniority points shall be calculated as the number of days divided by 365.

c) Rating shall be as prescribed by the Fire Chief.

Change d) Successful completion of all four (4) parts qualify the **Full Time Fire Fighter** to be placed on a Captain's eligibility list. Promotion will be made from a list of those qualified as the need arises with the **Full Time Fire Fighter** with the highest total points promoted first and subsequent promotions in descending order of total points. **Full Time Fire Fighters** not promoted within three (3) years must then requalify.

Change e) All Captains must participate in an assessment procedure every eight (8) months during the Captains first twenty-four (24) months in that position.

Assessment shall be conducted by the Chief, Deputy Chief, and the Captain's Platoon Chief.

Should a Captain fail an assessment the Captain shall be given a one time opportunity for re-assessment in order to demonstrate suitability for the position. Failure to progress at this stage will result in the Captain being returned to a **Full Time Fire Fighter** First (1st) Class.

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of 90 days or more shall extend the above time period by the length of the absence.

12:03 To be eligible for promotion to ranks above Captain a candidate shall hold at least the rank of Captain.

Such promotion shall be by appointment by the Fire Chief.

12:04 Change Each Full Time Fire Fighter to be eligible for promotion to the classification of Fire Prevention Officer in the Fire Prevention Bureau shall be a **Full Time Fire Fighter**, First (1st) Class for a period of one (1) year.

In the event no eligible **Full Time Fire Fighters**, First (1st) Class, apply for promotion, the Fire Chief may accept applications from **Full Time Fire Fighters**, First (1st) Class, who are ineligible for promotion to the rank of Fire Prevention Officer, and in the event no **Full Time Fire Fighters**, First (1st) Class apply, the Fire Chief may accept applications from **Full Time Fire Fighters**, Second (2nd) Class, for duties in the Fire Prevention Bureau at the normal rate of pay applicable to such applicants until eligible for promotion.

Qualifications for promotion to the Fire Prevention Bureau shall be on the following basis:

On the completion of twenty (20) working days experience in the Fire Prevention Bureau, the following examination procedure shall apply for qualifications for the rank of Fire Prevention Officer. Qualifications for the rank of Fire Prevention Officer shall be from a total of 52 points.

<u>Derived From</u>		<u>Minimum to Qualify</u>
i) Written Exam	20	14
ii) Practical	20	14
iii) Rating	20	14
iv) Oral	20	10
v) Seniority	20	

Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date they entered the employ of

the Kitchener Fire Department to a maximum of twenty (20) points. For any part of a year seniority points shall be calculated on the number of days divided by 365.

Rating shall be as prescribed by the Fire Chief.

Successful completion of all four (4) parts qualify the **Full Time Fire Fighter** for the rank of Fire Prevention Officer for three (3) years. Promotion will be made from a list of those qualified as the need arises with the **Full Time Fire Fighter** with the highest total points promoted first and subsequent promotions in descending order of total points.

12:05 Promotion for ranks above Fire Prevention Officer in the Fire Prevention Bureau shall be by appointment by the Fire Chief.

12:06 For purposes of this Article, in the event that points are equal, the highest written examination shall decide.

12:07 Successful candidates' names shall be posted at all Fire Stations; and the qualifying period shall be three (3) years from the date of scheduled completion of all candidates exams.

12:08 Salaries received by Full Time Fire Fighters for additional, or other duties, are not considered promotion to Officer rank.

12:09 Under this Article, Full Time Fire Fighters may be required to attend courses prescribed by the Chief and such courses to be paid for by the Corporation.

12:10 Change **A** Full Time Fire Fighter may perform the work of a **Full Time Civilian Dispatcher** on a temporary basis. Such temporary work will be allocated to a Full Time Fire Fighter from:

- a) a written request from a Full Time Fire Fighter to perform the work. Granting such request will be at the sole discretion of the Fire Chief or
- b) an assignment from the Fire Chief.

In either event the Full Time Fire Fighter shall not be subject to wage rates, terms and conditions of a civilian dispatcher.

For the purpose of this Clause "temporary" shall be defined as a period not to exceed ten (10) consecutive months or such period as may be mutually agreed upon.

ARTICLE 13

UNIFORMS AND EQUIPMENT

13:01

All Full Time Fire Fighters, upon commencement of employment shall be supplied with a dress uniform consisting of:

Dress Uniform

one (1) tunic
two (2) pairs of trousers
two (2) dress light blue shirts (1 long sleeve, 1 short sleeve)
one (1) dress white shirt
two (2) ties
three (3) pairs of black socks
one (1) pair of black shoes
one (1) belt
one (1) cap
one (1) winter all purpose coat
one (1) pair of dress black gloves

Any Full Time Fire Fighter not in receipt of a Station Uniform shall be issued four (4) pairs of dress trousers instead of two (2), four (4) dress light blue shirts (2 long sleeve and 2 short sleeve) instead of two (2) and one (1) navy blue sweater, V-neck, military style.

13:02

All Full Time Fire Fighters in the Division of Fire Fighting and Mechanics in the Division of Apparatus and Equipment, upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

three (3) navy blue pairs of pants
four (4) navy blue short sleeve shirts
four (4) navy blue T-shirts, short sleeve, crew neck
one (1) navy blue Eisenhower waist length jacket
one (1) navy blue sweater, V-neck, military style

Platoon Chiefs shall not receive the Station Uniform

13:03

One (1) pair of safety work boots shall be supplied

to each Mechanic in the division of Apparatus and Equipment and each Fire Prevention Officer in the Fire Prevention Division.

13 :04 All clothing issued under Article 13:01, 13:02, and 13:03 will be replaced on an as required basis.

13.05 Each Full Time Fire Fighter in the Fire Fighting Division shall be supplied with protective clothes for fire fighting duties consisting of one (1) pair of boots, one (1) bunker suit and one (1) helmet and fire fighting gloves, said clothing to be furnished when required

13:06 Such uniforms and equipment shall be deemed to be the property of the Department and shall be turned over and accounted for to the Department on termination of employment.

13:07 Change That all personal safety equipment or devices carried on the person of a Full Time Fire Fighter during an emergency response that has an effect on the health and safety of the **Full Time Fire Fighter** will be approved for use on the Kitchener Fire Department by the Joint Occupational Health and Safety Committee comprised of both the Association **and** Management. Where applicable, this shall meet a minimum legislated standard for Ontario Fire Fighters.

13:08 New **The Corporation agrees to provide a tool allowance of three hundred dollars (\$300.00) annually, payable in the last pay of November, upon presentation of receipts to apply to the Full Time Mechanic and the Full Time Master Mechanic**

ARTICLE 14 **LEAVE OF ABSENCE**

14:01 Five (5) Association members of any Negotiation Committee, duly elected or appointed, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective offices, insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

14:02 Association members not exceeding four (4) in number, who may from time to time be duly authorized and designated by the party of the Second Part to attend to Association business as required by the Association, shall be allowed up to four (4) days leave of absence for the purpose of

attending to such Association business shall not be entitled to extra time off if these dates fall within their vacation or regular days off. The maximum number of duty days to be allowed by the employer for this purpose in any year is sixteen (16).

The party of the Second Part shall give the Chief of the Fire Department sufficient advance warning of such absence. Such request will be granted insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

14:03 New **The intent of clauses 14:01 and 14:02 is for the total numbers of association representatives to be any combination of Full Time Fire Fighters and Full Time Civilians.**

14:04 (03) **Bereavement Leave**

Change In the event of a death in the immediate family of a **Full Time Fire Fighter** or their spouse, they shall be entitled to up to three (3) working days off with pay, to be taken within either five (5) working days before or after the day of the funeral.

The immediate family of the **Full Time Fire Fighter** to be defined as follows:

Spouse, Father, Mother, Sister, Brother, Son, Daughter, Step-Mother, Step-Father, Grandparent of either the **Full Time Fire Fighter** or their spouse.

In the event of a death in the family of a **Full Time Fire Fighter** they shall be released from duty for one (1) day with pay to attend the funeral.

The family of the **Full Time Fire Fighter** to be defined as follows:

Son-in-law, Daughter-in-law, Grandchild, and the spouse of either the **Full Time Fire Fighter** or the **Full Time Fire Fighter's** husband/wife's brother or sister.

NOTE: The term Spouse shall be deemed to include a common-law spouse provided that the **Full Time Fire Fighter** has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Corporation.

Compassionate leave, as described above, or for purposes other than bereavement may be extended or granted at the discretion of the administration upon application by the **Full Time Fire Fighter**.

ARTICLE 15

PENSIONS

15:01

All Full Time Fire Fighters shall receive the benefits of a pension plan with Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) integrated with the Canada Pension Plan.

O.M.E.R.S. Plan

All Full Time Fire Fighters not previously enroled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN (O.M.E.R.S.) effective January 1st, 1978, or immediately upon hire, whichever is later.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of a Full Time Fire Fighter's highest sixty (60) consecutive months of earnings for service after enrolment in O.M.E.R.S., times years of credited service after enrolment in O.M.E.R.S. reduced when a member is entitled to Canada Pension benefits by .7% times the average of the YMPE for the year the member retires and the two preceding years times the period of credited service since January 1st, 1966 (to a maximum of 35 years). Benefits to supplement the Basic Plan are described below.

1. Type 1 Pension - Final average earnings.
Formula - as per O.M.E.R.S. Regulations.
2. Partial Type 3 Supplementary - unreduced early retirement for members 50 years of age or older in the event of permanent partial disability.

15:02 Change

Contributions

Each **Full Time Fire Fighter** shall contribute eight percent (8%) of their wages or salary (adjusted for Canada Pension Plan contributions) toward the cost of the Plan and the Corporation shall pay the balance of the cost of the Plan.

15:03 Change **Retirement**

The normal retirement age from which all benefits will be payable will be the 1st of the month following the **Full Time Fire Fighter's** 60th birthday. If a **Full Time Fire Fighter** works beyond the 1st of the month following the **Full Time Fire Fighters** 60th birthday, commencement of pension payments will be deferred until actual retirement takes place.

Compulsory retirement for all Full Time Fire Fighters shall be the end of the calendar half year in which the Full Time Fire Fighter reaches sixty (60) years of age.

15:04 Any changes to this plan to be agreed upon by the Corporation and the Association.

ARTICLE 16 **GRIEVANCE PROCEDURE**

16:01 It is the mutual desire of the Parties hereto that complaints of Full Time Fire Fighters shall be adjusted as quickly as possible.

It is understood that:

- a) An opportunity must be afforded the Officer concerned to review the complaint. In order to ensure that this occurs the Full Time Fire Fighter shall discuss their complaint with the Officer concerned within seven (7) working days after the circumstances giving rise to the complaint have occurred.
- b) In adjusting their complaint the Full Time Fire Fighter may be accompanied by a member of the Association's Executive.

A grievance is a complaint which remains unresolved following the above noted procedure.

16:02 A grievance shall be handled in the following manner and sequence:

a) Step 1

The Full Time Fire Fighter shall contact the Grievance Committee of the Kitchener Professional Fire Fighters' Association submitting the grievance in writing. If the Grievance Committee of the Association

considers the grievance justified they shall submit the grievance in writing in triplicate, one copy of which shall be forwarded to the Fire Chief and/or Deputy Fire Chief and one to the Commissioner of Administrative Services or designate.

If the Chief and/or Deputy Chief have not been involved in hearing the complaint, a meeting shall be convened seven (7) calendar days after receipt of the grievance in an attempt to resolve the matter. The aggrieved Full Time Fire Fighter shall be represented and accompanied by the Grievance Committee of the Kitchener Professional Fire Fighters' Association. A written decision shall be rendered within seven (7) calendar days of the meeting together with reasons therefore.

If the Chief and/or Deputy Chief have been involved at the complaint stage the meeting shall be waived within seven (7) calendar days of receipt of the grievance together with reasons therefore.

b) Step 2

If a settlement is not reached through this procedure, then within seven (7) calendar days, the Grievance Committee and the aggrieved Full Time Fire Fighter may present the grievance(s) to the Commissioner of Administrative Services or designate. The Commissioner of Administrative Services or designate will reply to the said grievance within seven (7) working days from the date of the meeting between themselves, the Association and the aggrieved Full Time Fire Fighter.

c) Step 3

Failing settlement of the grievance, the matter may be referred to arbitration within twenty-one (21) days of the date of the reply from the Commissioner of Administrative Services or designate.

16:03 Change A complaint or grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the

Chief and/or Deputy Chief and the Commissioner of Administrative Services or designate.

Failing settlement under this procedure, the matter may be submitted to arbitration in accordance with Clause 16:02(c).

The City Council or the Committee appointed thereof may refer a Management Grievance to arbitration in the same way as the grievance of a **Full Time Fire Fighter**.

Any grievance by the Corporation or the Association as provided in this Clause shall be commenced within thirty (30) calendar days from the date of occurrence.

ARTICLE 17 **ARBITRATION**

In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the parties hereto, the matter in dispute shall be submitted to a single arbitrator appointed in the manner set out in the Fire Department Act.

ARTICLE 18 **DISCIPLINE AND DEVOTION TO DUTY**

Change

The Association recognizes that it is the right of the Corporation through the Fire Chief and Deputy Chief to manage all Fire Department operations and direct the working forces including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its Full Time Fire Fighters for just cause. A claim of discriminatory promotion, demotion or transfer, or a claim that any Full Time Fire Fighter has been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided herein.

18:01

No Full Time Fire Fighter shall be discharged or suspended until they have been given a fair hearing in the presence of the Fire Chief and/or Deputy Fire Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Fire Chief or the Officer in charge, to relieve from duty any Full Time Fire Fighter until they have been given a fair hearing. Discharge or suspension may be made retroactive to the time of being relieved from duty.

18:02 A Full Time Fire Fighter may be discharged, suspended or disciplined for any actions or statements detrimental to the best interests of the Fire service or bringing the Department into disrepute.

18:03 Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in the imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy Fire Chief:

- a) Bringing into or consuming intoxicating beverages on Fire Department property or elsewhere when on duty:
- b) Possession or use of any drugs in violation of the Narcotics Control Act or any other statute;
- c) Appearing for duty while under the influence of alcohol or a drug, provided that this shall not apply to use of a drug for bona fide medical purposes under and in accordance with the advice of a physician if the user is not thereby rendered unfit for duty:
- d) Misappropriation of or wilful damage to Fire Department property:
- e) Gross carelessness or neglect of duty:
- f) Insubordination;
- g) Disorderly conduct;
- h) Breaking the Departmental Rules and/or Orders as outlined in Article 19.

18:04 No Full Time Fire Fighter shall be suspended for minor traffic offenses up to and including speeding charges - this shall, however, not restrict the Fire Chief of the right to restrict any Full Time Fire Fighter from driving or operating Fire Department vehicles.

18:05 A Full Time Fire Fighter may be suspended if charged with a criminal offence. If a suspension is issued it shall be deemed to be temporary, pending the disposition and hearing of such charge before a Court of Law. Conviction may result in discharge.

Should a Full Time Fire Fighter who has been suspended, be acquitted of the charge, they shall forthwith be reinstated to their regular duties and shall be reimbursed for all pay withheld during the period of such suspension.

Should a Full Time Fire Fighter who has been suspended be convicted of the charge, they may be disciplined, such discipline may be up to and including discharge.

18:06 Change

Where a Full Time Fire Fighter is charged with a criminal or statutory offence flowing from his/her duties and is subsequently acquitted of such charges, she/he shall be reimbursed for any reasonable legal expenses incurred as a result of such charges and that have been taxed pursuant to the Solicitor's Act, or as are agreed upon by counsel for the Corporation. The employer further agrees that it will continue the coverage under its present existing general liability policy or provide equivalent coverage at its discretion.

Further, it is understood that payment under the terms of this Clause does not prejudice the Corporation's right to take disciplinary action against the Full Time Fire Fighter.

ARTICLE 19

DEPARTMENTAL RULES

The Departmental Rules and Departmental Orders of the Kitchener Fire Department, a copy of which is at present in effect, is hereunto annexed, insofar as they do not conflict with the terms and provisions of the Fire Departments Act of the Province of Ontario, and shall be deemed to constitute a part thereof, and shall be observed by all Full Time Fire Fighters. The breach of any such Departmental Rule or Departmental Order may make the offender liable to disciplinary action. Such Departmental Rules or Departmental Orders may be amended from time to time.

ARTICLE 20

STRIKES & LOCKOUTS

No strike or lockout shall occur during the life of this Agreement or any renewal thereof, and the Full Time Fire Fighter shall not participate in any sympathy strike in support of any other organization.

ARTICLE 21

WITNESS DUTY LEAVE

21:01 Change **A Full Time Fire Fighter** who is called upon to attend as a witness by subpoena or summons or by providing proof, satisfactory to the employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized by law to compel the attendance of witnesses before it, shall be allowed leave of absence with full pay, provided that the full amount of compensation received, excluding mileage and travelling expense and an official receipt thereof is deposited with the Commissioner of Finance.

21:02 Definitions

- a) Court Duty: is the time devoted by the Full Time Fire Fighter attending any judicial or quasi judicial proceeding as a witness to give evidence in respect to matters arising out of their employment or on behalf of their employer:

- Change b) Duty Day: is a day in which any part of a regular tour of duty is performed by the **Full Time Fire Fighter;**

- Change c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the **Full Time Fire Fighter.**

21:03 Court Duty during Duty Day

If a Full Time Fire Fighter's court duty precedes or extends beyond their normal tour of duty by more than one half hour, they shall be compensated for all such hours or part thereof exceeding thirty (30) minutes, either preceding or extending beyond their normal tour of duty, **as** overtime under Article 4.

21:04 Court Duty during Off Duty Day

If a Full Time Fire Fighter's court duty falls on an off duty day, they shall be compensated for all hours of actual attendance or part thereof exceeding thirty (30) minutes as overtime under Article 4, with a minimum attendance credit of four hours.

21:05

Court Duty during Annual Vacation

Court Duty during annual vacation shall entitle the Full Time Fire Fighter to an extension of their annual vacation to restore the time in days expended in travelling to the court, actual court duty and travel time returning to their point of departure. In addition to the extension of their annual holiday, they shall be compensated for their court duty as overtime under Article 4, but credited at double time as opposed to time and one half. There shall be a minimum credit allowance of four (4) hours.

21:06

The Full Time Fire Fighter shall be entitled to the option of converting court duty in the form of credited hours of overtime into days off, subject to the maximum sixty four (64) hours specified in Article 4.

ARTICLE 22

TECHNOLOGICAL CHANGE

Change

The Association agrees that the employer has the right to study or introduce new or improved methods or facilities. Wherever possible, not less than ninety (90) days prior to the introduction or implementation of technological change affecting **Full Time Fire Fighters**, the Corporation shall by written notice, furnish the Association with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Corporation respecting (a) the nature and the degree of change, (b) the date or dates on which the Corporation plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make disclosure to the Association of the Corporation's knowledge as to the effects of the change or changes on each classification of **Full Time Fire Fighter**. Such disclosure will contain all relevant data in the possession of the Corporation and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Corporation.

Following the said disclosure representatives of the parties will meet for the purpose of engaging

in discussion with a view to resolving any issue which may concern the employment status of any **Full Time Fire Fighter**. Without mutual agreement no **Full Time Fire Fighter** covered by this Agreement, save and except probationary **Full Time Fire Fighters**, shall suffer loss of employment on the Fire Department as a result of the exercise by the Corporation of its right to change, provided the said **Full Time Fire Fighter** was in the employ of the Corporation at the time the aforementioned notice was given by the Corporation.

The words "Technological Change" in this Article mean:

- a) the introduction by the Corporation of equipment or material of a different nature or kind than previously utilized: and
- b) a change in the manner in which the Corporation carried on its work and undertaking that is directly related to the introduction of that equipment or material.
- c) In the event of a change by the Corporation to the organizational structure of the Fire Department, the Corporation shall **advise** the Association of the change as soon as possible. If requested by the Association, the parties shall meet to discuss the change.

ARTICLE 23 **NO CONTRACTING OUT**

Change Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by a **Full Time Fire Fighter** covered by this Agreement shall be performed by another employee or a person who is not an employee of the Corporation.

ARTICLE 24 **MATERNITY LEAVE**

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

ARTICLE 25 **DURATION**

25:01 This Agreement shall be and remain in force and effect until the 31st day of December 1992 and ~~thereafter it shall be automatically renewed from~~ year to year unless in any year either party gives

notice to the other party in writing of its desire to revise or amend this Agreement, such notice to be given no earlier than one hundred and twenty (120) days and not later than thirty (30) days prior to the termination date.

25:02

When requested in writing by a majority of the Full Time Fire Fighters, the Council of the Municipality shall within sixty (60) days after receipt of request, bargain in good faith with a Bargaining Committee of the Full Time Fire Fighters, and shall make every reasonable effort to come to an agreement, for the purpose of defining, determining and providing for remuneration, pension or working conditions of the Full Time Fire Fighters other than the Chief and the Deputy Chief of the Fire Department.

There shall be a member of the City Council on the Employer's Negotiation Committee.

25:03

If at any time during **negotiations**, as provided in paragraphs 25:01 and 25:02, either party comes to the conclusion that an agreement cannot be reached, then the provisions of the Fire Departments Act shall apply.

APPENDIX "A"

CLASSIFICATIONS

=====

<u>JOB TITLES</u>	<u>1992 RATES</u>		
	<u>Jan. 1, 1992</u>	<u>Sept. 1, 1992</u>	<u>% Diff.</u>
CHIEF FIRE PREVENTION OFFICER	\$63,284	\$63,664	*126%
TRAINING DIRECTOR	\$62,810	\$63,664	*126%
PLATOON CHIEF	\$65,293	\$65,685	130%
EXECUTIVE ASSISTANT (SECRETARY)	\$63,284	\$63,664	**126%
ASST. CHIEF FIRE PREVENTION OFFICER	\$58,562	\$58,913	116.6%
CAPTAIN Maximum	\$58,562	\$58,913	116.6%
3rd 12 months	\$56,252	\$56,590	112%
2nd 12 months	\$54,243	\$54,568	108%
1st 12 months	\$52,234	\$52,547	104%
MASTER MECHANIC - FIRE FIGHTER	\$58,562	\$58,913	116.6%
MECHANIC - FIRE FIGHTER	\$54,243	\$54,568	108%
FIRE PREVENTION OFFICER	\$54,243	\$54,568	108%
1ST CLASS FIRE FIGHTER	\$50,225	\$50,526	100%
2ND CLASS FIRE FIGHTER	\$43,696	\$43,958	87%
3RD CLASS FIRE FIGHTER	\$36,664	\$36,884	73%
4TH CLASS FIRE FIGHTER	\$30,135	\$30,316	60%

* 136% to incumbent occupying position at January 1, 1990.

** Position to become redundant with termination of incumbent occupying job at January 1, 1990.

SCHEDULE "B"

FULL TIME CIVILIANS
=====

ARTICLE 1 PROBATION

1:01A Change Full Time Civilians shall be on probation for six (6) calendar months, and no dispute as to discharge of a probationary **Full Time Civilian** shall be considered under Article 14 or 15 of this Schedule (Article 16 or 17 of the Collective Agreement), or otherwise, subject to the requirements of the Fire Departments Act.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Party of the Second Part (through its duly accredited Negotiating Committee) as the exclusive negotiating agent for all Full Time Civilians covered by this Agreement.

2:02 All Full Time Civilians who are now members shall remain members and any new Full Time Civilian shall become a member of the Kitchener Professional Fire Fighters' Association and shall remain a member as a condition of their continued employment, to contribute to the said Association an equivalent contribution to such dues and assessment as from time to time are authorized, levied and collected from the general membership of the said Association.

2:03 The Employer shall withhold from the salaries or wages of all Full Time Civilians the assessment and dues levied against the Full Time Civilians by the Association and shall transmit such dues and assessments to the Association monthly . The Association shall indemnify and save the City harmless with respect to all dues so deducted and received.

2:04 The Employer shall be notified in writing thirty (30) days prior to any required change in deductible assessments or dues.

ARTICLE 3 IM

The Employer shall not discriminate against any Full Time Civilian for lawful Union activities, upholding their principles or serving on a

committee of the Association, or any organization affiliated therewith.

ARTICLE 4

DUTY HOURS

- 4:01** a) All Full Time Civilian Dispatchers of the Department shall have a duty tour of forty-two (**42**) hours per week, average, on a two-platoon system, except as herein provided.
- b) All Full Time Civilian Mechanics shall work forty (**40**) hours per week.
- c) Full Time Civilian Fire Safety Inspectors shall work forty (40) hours per week.
- 4:02** The granting of requests for changes in shifts or days off shall be at the discretion of the Chief or, in the absence of the Chief, the Deputy Chief.
- 4:03** Change **The** occupation of and the use of off-duty time by a Full Time Civilian when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.
- 4:04** Overtime a) It is understood by both parties that all Full Time Civilians of the Association may be required to work in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, the Full Time Civilians will be compensated for overtime hours worked at one and one-half (1 1/2) times the pro-rated hourly rate of the Full Time Civilian's basic salary in effect at the time the overtime is worked.
- Change b) The pro-rated hourly rate of the Full Time Civilian's salary will be computed by dividing the Full Time Civilian's basic annual salary by 2190 hours.
- New c) **A** Full Time Civilian may request to be compensated **for** all or part of the overtime by taking time **off** duty, provided the time **off** in lieu of overtime will be limited **to** sixty-four (**64**) hours per calendar year and will be taken at a time approved by the Chief and/or Deputy Chief, which approval will not be unreasonably withheld taking into consideration work to be performed and scheduling requirements. In computing the time **off** to which the Full Time Civilian is

entitled by reason of working overtime or on call-in, the Full Time Civilian is entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the Full Time Civilian would have been entitled in respect of such overtime if they elected to be paid in money as opposed to payment in time off.

Change d) Overtime compensation may be carried forward from year to year subject to the maximum described below:

Full Time Civilians on the Platoon System - one (1) week (maximum fifty six (56) hours)

Full Time Civilians not on the Platoon System - one (1) week (maximum forty (40) hours)

Any time carried forward must be taken in time off only and cannot be paid.

4:05 Callback and Recall

Change Every Full Time Civilian who is called out to report for duty at any time that is not within one (1) hour of the commencement of their regular scheduled shift, shall be paid at the rate of overtime pay with a minimum, for each call out, of three (3) hours at time and one-half (1 1/2). The overtime period shall be from the time the **Full Time Civilian** reports for duty until their release or until the commencement of their regular shift, whichever first occurs. Recall is defined to have the same meaning in Section 2 of Subsection 7 of the Fire Department's Act.

4:06 Change Stand-By

Any **Full Time Civilian** required to be available for Call-Out will be paid at the rate of seventy-seven dollars (\$77.00) per week for each week that the **Full Time Civilian** is required to be available.

ARTICLE 5 VACATIONS

5:01 a) All Full Time Civilian Dispatchers of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service,

except as modified under Clause 5:02. One (1) week's vacation shall mean four (4) consecutive duty days on the two-platoon system.

b) All Full Time Civilian Mechanics and Full Time Civilian Fire Safety Inspectors of the Department shall be granted two (2) weeks vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:02. One (1) week's vacation shall mean five (5) consecutive days.

5:02 All Full Time Civilians of the Department on completing five (5) years of continuous service, shall be granted three (3) weeks vacation in each calendar year; on completion of ten (10) years of continuous service, shall be granted four (4) weeks vacation in each calendar year; on completion of eighteen (18) years of continuous service, shall be granted five (5) weeks vacation in each calendar year; on completion of twenty-seven (27) years of continuous service, shall be granted six (6) weeks vacation in each calendar year.

5:03 Full Time Civilians engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service.

5:04 Vacation will not be accumulated for any Full Time Civilian. The choice of vacation period(s) for individual Full Time Civilians will be as per the vacation schedule mutually agreed upon by the Parties to this Agreement.

5:05 To receive a pay advance for vacation, a Full Time Civilian shall make a request to the Fire Chief in writing four (4) weeks in advance of the date the pay cheque is required. The City's Commissioner of Finance must be notified of this request three (3) weeks in advance of the date the cheque is required. All vacation cheques to cover the pay period falling within the vacation period only.

5:06 Change This Article does not apply to Full Time Civilians in receipt of Long Term Disability benefits.

ARTICLE 6 **STATUTORY HOLIDAYS**

6:01 All Full Time Civilians of the Department shall be

granted four (4) consecutive duty days in lieu of four (4) Statutory Holidays plus one (1) day's pay to a maximum of eight (8) days, payable on the last pay period in November, at the rate of pay applicable to them at that time. The day's pay to be calculated at one-one hundred and eighty second (1/182).

6:02 Full Time Civilians commencing employment after January 1st or terminating employment before December 31st shall receive, in lieu of Statutory Holidays, one (1) day's pay as calculated in Clause 6:01, for each full completed month of employment.

6:03 For the purpose of Clause 6:01 Statutory Holiday shall mean the following:

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

Change This Article does not apply to **Full Time Civilians** in receipt of Long Term Disability benefits.

ARTICLE 7 ACCIDENTS & SICKNESS

7:01 The Corporation will pay one hundred percent (100%) of the cost of the following benefits:

- a) Ontario Health Insurance Plan (O.H.I.P.)
- b) Semi-Private Hospital Plan
- c) Group Life Insurance Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00.
- d) Blue Cross Extended Health Care Plan or equivalent which includes:
 - i) Vision Care coverage - \$120.00 per family member for every 24 months.
 - ii) Hearing Aid coverage \$300.00 per family member for every 24 **months**.
- e) Long Term Disability Plan (L.T.D.) as per

the Policy with the present Insurance Carrier.

Change f) Dental Plan equivalent to the Blue Cross Dental Plan #9, based upon the current Ontario Dental Association Fee Schedule plus Rider #2 on a 50/50 co-insurance basis effective January 1, 1991.

(Life Insurance Coverage is not extended to include dependents).

7:02 Subject to the provisions contained in Clause 7:01 hereof, each Full Time Civilian shall be entitled to leave of absence with remuneration in the case of sickness or incapacity as provided for in By-Law Number 73-21P of the Employer, to a maximum of eighteen (18) duty days sick leave per annum with pay, cumulative.

7:03 Any Full Time Civilian may be required to have a complete medical examination by the Corporation's medical examiner, or by another physician selected by the corporation. The Full Time Civilian and the Corporation shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Chief of the Fire Department. If the Full Time Civilian is not satisfied with their rating following such examination, they will have the right to be examined by their own physician.

If the report of the Full Time Civilian's physician is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete a medical examination as per the form provided by the Chief of the Fire Department. The Corporation will underwrite the cost of all such medical examinations.

7:04 Change **A Full Time Civilian** who is injured on the job and is approved for Workers' Compensation temporary total disability benefits, shall be compensated as follows:

The Corporation shall:

Change a) Advance to the Full Time Civilian on their regular pay day an amount equal to that which the Workers' Compensation Board is expected to issue as compensation for time

lost during the respective pay period, on the condition that the amount payable by the Workers' Compensation Board will be paid to the employer and the former amount will be adjusted, if necessary, to equal the latter, and

The Corporation shall:

Change b) Pay to the Full Time Civilian on their **regular pay day** an amount which, when added to the advance shown in paragraph (a), will yield to the **Full Time Civilian** an amount equal to their normal net take home pay after all appropriate deductions have been made. Deductions for income tax, **C.P.P.** and unemployment insurance will be based on the employer paid portion of the **Full Time Civilian's** pay. All other deductions will be based on the **Full Time Civilian's** normal gross pay.

c) No payments as set out in this Clause shall be payable with respect to any absence for which a permanent disability pension or award is payable by the Workers' Compensation Board.

Change d) Where a **Full Time Civilian** is compensated under the terms of this Clause, there shall be no deduction from the **Full Time Civilian's** sick leave benefits.

7:05 New **Full Time Civilians attending Ontario Fire College courses authorised by management shall be paid at the rate of twelve cents (12 cents) per kilometre driven. This clause is read subject to a maximum of one round trip per week and car pooling will be required where possible.**

The 1992 rate noted in this clause will in future years be indexed proportionately, to increases in the City's mileage system as approved by council.

ARTICLE 8 SALARIES

The salaries to be paid under this Appendix shall be as follows:

1992 FULL TIME CIVILIAN RATES

CIVILIAN DISPATCH

	<u>JANUARY 1, 1992</u>	<u>SEPTEMBER 1, 1992</u>	<u>% DIFF</u>
Maximum (after 3 years)	\$35,158	\$35,369	70%
(after 2 years)	\$32,646	\$32,842	65%
(after 1 year)	\$30,135	\$30,316	60%
Minimum	\$27,624	\$27,790	55%

CIVILIAN FIRE SAFETY INSPECTOR

	<u>JANUARY 1, 1992</u>	<u>OCTOBER 1, 1992</u>
Maximum (after 3 years)	\$47,204	\$47,487
(after 2 years)	\$45,630	\$45,904
(after 1 year)	\$43,532	\$43,793
Minimum	\$41,958	\$42,210

CIVILIAN MECHANIC

	<u>JANUARY 1, 1992</u>	<u>SEPTEMBER 1, 1992</u>
Maximum (after 30 months)	\$41,051	\$41,297
(after 18 months)	\$39,045	\$39,279
(after 6 months)	\$38,028	\$38,256
Minimum	\$36,617	\$36,837

ARTICLE 9 **SENIORITY**

- 9:01 Change a) In determining a Full Time Civilian's service for seniority purposes, computation shall begin on the date that they entered the employ of the Department as a **Full Time civilian**.
- Change b) **A Full Time Civilian** who has completed their probation period may make application for a transfer in order to become a Full Time Fire Fighter. In order for the Full Time Civilian's application to be considered the **Full Time Civilian** must meet the same qualifications as an external applicant. Seniority shall be transferable for service-related benefits only. Seniority for other purposes shall be calculated from the date of transfer.
- 9:02 Change Former Full Time Civilians re-entering the service after continuity of service has been broken for any reason, except in the case of lay-offs, which are dealt with below, shall be considered new Full Time Civilians for purposes of seniority date only, which seniority date shall be the date of their re-entry into the service. **The Corporation** may place such **Full Time Civilians** into the salary level appropriate for the existing vacancy.
- 9:03 Change **A Full Time Civilian** shall have their name removed from the seniority list in the event of continuous non-employment, including lay-off, any authorized leave of absence, sickness or accident, after their sick leave credits have expired for a period of time equal to half the length of a **Full Time Civilian's** seniority or for a period of 24 months, whichever is the lesser.

ARTICLE 10 **LAYOFFS**

- 10:01 Change In the event of a lay-off of a **Full Time Civilian** from the Kitchener Fire Department, the following lay-off sequence shall apply, having regard to the qualifications, ability and skills necessary to perform the duties required.
- Change a) Should a lay-off be effected the last **Full Time Civilian Dispatcher** to enter shall be the first **Full Time Civilian Dispatcher** to be laid-off and the last **Full Time Civilian Dispatcher** to be laid-off shall be the first

recalled subject to Clause 10:02 and Clause 9:03.

Change b) Should a lay-off be effected the last **Full Time Civilian Mechanic** to enter shall be the first **Full Time Civilian Mechanic** to be laid-off and the last **Full Time Civilian Mechanic** to be laid-off shall be the first recalled subject to Clause 10:02 and Clause 9:03.

Change c) Should a lay-off be effected the last **Full Time Civilian Fire Safety Inspector** to enter shall be the first **Full Time Civilian Fire Safety Inspector** to be laid off and the last **Full Time Civilian Fire Safety Inspector** to be laid off shall be the first recalled subject to Clause 10:02 and 9:03.

10:02 Change Upon receipt of proper notification from the Corporation to return to work after recall from lay-off, the former **Full Time Civilian** shall have seven (7) calendar days to notify the Corporation of their intention to return to active duty. Failure to return to work after an additional seven (7) calendar days following such notification shall result in the **Full Time Civilian's** name being struck from the seniority list and the next in line of seniority shall be recalled. **The** Corporation will send such notices by Registered Mail to the last known address provided to the Corporation by the **Full Time civilian.**

If a laid off **Full Time Civilian** notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident or other legitimate reasons.

A recalled **Full Time Civilian** shall accept the job title and appropriate salary level for the vacant position to be filled.

ARTICLE 11 UNIFORMS

11:01 Change Where a **Full Time Civilian** is required to wear a uniform, it shall be supplied by the Department as stated in Article 11:02, 11:03 and 11:04.

11:02 Change All Full Time Civilian Dispatchers in the Fire Fighting Division, **Full Time Civilian Fire Safety Inspector** in the Fire Prevention Division and the **Full Time Civilian Mechanic** in the division of Apparatus and Equipment upon commencement of employment shall be supplied with a dress uniform consisting of:

Dress Uniform

- one (1) tunic
- two (2) pairs of trousers
- two (2) dress light blue shirts (1 long sleeve, 1 short sleeve)
- one (1) dress white shirt
- two (2) ties
- three (3) pairs of black socks
- one (1) pair of black shoes
- one (1) belt
- one (1) cap
- one (1) winter all purpose coat
- one (1) pair of dress black gloves

Any Full Time Civilians not in receipt of a Station Uniform shall be issued four (4) pairs of dress trousers instead of two (2), four (4) dress light blue shirts (2 long sleeve and 2 short sleeve) instead of two (2) and one (1) navy blue sweater, V- neck, military style.

11:03 All Full Time Civilian Mechanics in the Division of Apparatus and Equipment upon commencement of employment shall be supplied with a station uniform consisting of:

Station Uniform

- three (3) navy blue pairs of pants
- four (4) navy blue short sleeve shirts
- four (4) navy blue T-shirts, short sleeve, crew neck
- one (1) navy blue Eisenhower waist length jacket
- one (1) navy blue sweater, V-neck, military style

11:04 Change One (1) pair of safety work boots shall be supplied to each **Full Time Civilian Mechanic** in

the division of Apparatus and Equipment and to the **Full Time Civilian Fire Safety Inspector** in the Fire Prevention Division.

- 11:05 All clothing issued under Article 11:02, 11:03, and 11:04 will be replaced on an as required basis.
- 11:06 Such uniforms and equipment shall be deemed to be the property of the Department and shall be turned over and accounted for to the Department on termination of employment.
- 11:07 Change That all personal safety equipment or devices carried on **The Full Time Civilian's** person during an emergency response that has an effect on the Health and Safety of the **Full Time Civilian** will be approved for use on the Kitchener Fire Department by the Joint Occupational Health and Safety Committee, comprised of both Association and Management. Where applicable, this shall meet a minimum legislated standard for Ontario Fire Fighters.
- 11:08 New **The Corporation agrees to provide a tool allowance of three hundred dollars (\$300.00) annually, payable in the last pay of November, upon presentation of receipts to apply to Full Time Civilian Mechanics.**

ARTICLE 12 **LEAVE OF ABSENCE**

12:01 Change **Bereavement Leave**

In the event of a death in the immediate family of a **Full Time Civilian** or their spouse, they shall be entitled to up to three (3) working days off with pay, to be taken within either five (5) working days before or after the day of the funeral.

The immediate family of the **Full Time Civilian** to be defined as follows:

Spouse, Father, Mother, Sister, Brother, Son, Daughter, Step-Mother, Step-Father, Grandparent of either the **Full Time Civilian** or their spouse.

In the event of a death in the family of a **Full Time Civilian** they shall be released from duty for one (1) day with pay to attend the funeral. The

family of the **Full Time Civilian** to be defined as follows:

Son-in-law, Daughter-in-law, Grandchild, and the spouse of either the **Full Time Civilian** or the **Full Time Civilian's** husband/wife's brother or sister.

Note: The term Spouse shall be deemed to include a common-law spouse provided that the **Full Time Civilian** has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Corporation.

Compassionate leave, as described above, or for purposes other than bereavement may be extended or granted at the discretion of the administration upon application by the **Full Time Civilian**.

12:02 New **Five (5) Association members of any negotiation committee, duly elected or appointed, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective offices, insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.**

12:03 New **Association members not exceeding four (4) in number, who may from time to time be duly authorized and designated by the party of the second part to attend to Association business as required by the Association, shall be allowed up to four (4) days leave of absence for the purpose of attending to such business. Any delegates attending to such Association business shall not be entitled to extra time off if these dates fall within their vacation or regular days off. The maximum number of duty days to be allowed by the employer for this purpose in any year is sixteen (16).**

The party of the second part shall give the Chief of the Fire Department sufficient advance warning of such absence. Such request will be granted insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

12:04 New **The intent of clauses 12:02 and 12:03 is for the total numbers of Association representatives to be**

any combination of Full Time Fire Fighters and Full Time Civilians.

ARTICLE 13 **PENSIONS**

13:01 All Full Time Civilians shall receive the benefits of a pension plan with Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) integrated with the Canada Pension Plan.

13:02 Change O.M.E.R.S. Plan

All Full Time Civilians not previously enroled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two per cent (2%) of the average of a **Full Time Civilian's** highest sixty (60) consecutive months of earnings for service after enrolment in O.M.E.R.S. times years of credited services after enrolment in O.M.E.R.S. reduced when a member is entitled to Canada Pension benefits by .7% times the average of YMPE for the year the member retires and the two preceding years times the period of credited service since January 1st, 1966 (to a maximum of 35 years). Benefits to supplement the Basic Plan are described below:

1. Type 1 Pension - Final average earnings.
 Formula - as per O.M.E.R.S. Regulations.
2. Partial Type 3 Supplementary - unreduced early retirement for members 55 years of age or older in the event of permanent partial disability.

13:03 Contributions

Full Time Civilians shall contribute hereunder the appropriate per centum payable by a Corporation employee who normally retires at age 65.

13:04 Change Retirement

The normal retirement age from which all benefits will be payable will be the 1st of the month following the **Full Time Civilian's** 65th birthday. **If a Full Time Civilian** works beyond the 1st of the month following the **Full Time Civilian's** 65th

birthday commencement of pension payments will be deferred until actual retirement takes place.

Compulsory retirement for all Full Time Civilians shall be the end of the calendar half year in which the Full **Time Civilian** reaches sixty-five (65) years of age.

13:05 Any changes to these plans to be agreed upon by the Corporation and the Association.

ARTICLE 14 **GRIEVANCE PROCEDURE**

14:01 It is the mutual desire of the Parties hereto that complaints of a Full Time Civilian shall be adjusted as quickly as possible.

It is understood that:

- a) An opportunity must be afforded the Officer concerned to review the complaint. In order to ensure that this occurs the Full Time Civilian shall discuss their complaint with the Officer concerned within seven (7) working days after the circumstances giving rise to the complaint have occurred.
- b) In adjusting their complaint the Full Time Civilian may be accompanied by a member of **the Association's Executive.**

A grievance is a complaint which remains unresolved following the above noted procedure.

14:02 A grievance shall be handled in the following manner and sequence:

a) **Step 1**

The Full Time Civilian shall contact the Grievance Committee of the Kitchener Professional Fire Fighters' Association submitting the grievance in writing. If the Grievance Committee of the Association considers the grievance justified they shall submit the grievance in writing in triplicate, one copy of which shall be forwarded to the Fire Chief and/or Deputy Chief and one to the Commissioner of Administrative Services or designate.

If the Chief and/or Deputy Chief have not been involved in hearing the complaint, a meeting shall be convened seven (7) calendar days after receipt of the grievance in an attempt to resolve the matter. The aggrieved Full Time Civilian shall be represented and accompanied by the Grievance Committee of the Kitchener Professional Fire Fighters' Association. A written decision shall be rendered within seven (7) calendar days of the meeting together with reasons therefor.

If the Chief and/or Deputy Chief have been involved at the complaint stage the meeting shall be waived and the grievance will be responded to in writing within seven (7) calendar days of receipt of the grievance together with reasons therefor.

Change b) Step 2

If a settlement is not reached through this procedure, then within seven (7) calendar days, the Grievance Committee and the aggrieved **Full Time Civilian** may present the grievance(s) to the Commissioner of Administrative Services or designate. The Commissioner of Administrative Services or designate will reply to the said grievance within seven (7) working days from the date of the meeting between themselves, the Association and the aggrieved **Full Time Civilian**.

Change c) Step 3

Failing settlement of the grievance, the matter may be referred to arbitration within twenty-one (21) days of the date of the reply from the Commissioner of Administrative Services or designate.

A complaint or grievance arising directly between the Corporation and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the Chief and/or Deputy Chief and the Commissioner of Administrative Services or designate.

Failing settlement under this procedure, the

matter may be submitted to arbitration in accordance with Clause 14:02(c).

The City Council or the Committee appointed thereafter may refer a Management Grievance to arbitration in the same way as the grievance of a **Full Time Civilian**.

Any grievance by the Corporation or the Association as provided in this Clause shall be commenced within thirty (30) calendar days from the date of occurrence.

ARTICLE 15 **ARBITRATION**

15:01 In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the parties hereto, the matter in dispute shall be submitted to a single arbitrator appointed in the manner set out in the Fire Departments Act.

ARTICLE 16 **DISCIPLINE AND DEVOTION TO DUTY**

16:01 Change **The Association recognizes that it is the right of the Corporation through the Fire Chief and Deputy Chief to manage all Fire Department operations and direct the working forces including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its Full Time Civilians for just cause. A claim of discriminatory promotion, demotion or transfer, or a claim that any Full Time Civilian has been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided herein.**

No Full Time Civilian shall be discharged or suspended until given a fair hearing in the presence of the Fire Chief and/or Deputy Fire Chief and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Fire Chief or the Officer in charge, to relieve from duty any **Full Time Civilian** until they have been given a fair hearing. Discharge or suspension may be made retroactive to the time of being relieved from duty.

16:02 A Full Time Civilian may be discharged, suspended or disciplined for any actions or statements

detrimental to the best interests of the Fire Service or bringing the Department into disrepute.

16:03

Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in the imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy Fire Chief.

- a) Bringing into or consuming intoxicating beverages on Fire Department property or elsewhere when on duty;
- b) Possession or use of any drugs in violation of the Narcotics Control Act or any other statute;
- c) Appearing for duty while under the influence of alcohol or a drug, provided that this shall not apply to use of a drug for bona fide medical purposes under and in accordance with the advice of a physician if the user is not thereby rendered unfit for duty;
- d) Misappropriation of or wilful damage to Fire Department property;
- e) Gross carelessness or neglect of duty;
- f) Insubordination;
- g) Disorderly conduct;
- h) Breaking the Departmental rules and/or Orders as outlined in Article 17.

16:04

No Full Time Civilian shall be suspended for minor traffic offenses up to and including speeding charges - this shall, however, not restrict the Fire Chief of the right to restrict any Full Time Civilian from driving or operating Fire Department vehicles.

16:05

A Full Time Civilian may be suspended if charged with a criminal offence. If a suspension is issued it shall be deemed to be temporary, pending the disposition and hearing of such charge before a Court of Law. Conviction may result in discharge.

Should a Full Time Civilian who has been suspended be convicted of the charge, they may be disciplined, such discipline may be up to and including discharge.

Should a Full Time Civilian who has been suspended, be acquitted of the charge, they shall forthwith be reinstated to their regular duties and shall be reimbursed for all pay withheld during the period of such suspension.

16:06

Any Full Time Civilian charged with an offence, under any Federal or Provincial Statute which arises out of the legal execution of their duties will not have their legal fees re-imbursed when the Full Time Civilian is found guilty of the charge, such re-imburement will not exceed the scale established by Legal Aid for the appropriate court. All of the foregoing may be varied only by mutual agreement of the Parties. Further, it is understood that payment under the terms of this Clause does not prejudice the Corporation's right to take disciplinary action against the Full Time Civilian.

ARTICLE 17

DEPARTMENTAL RULES

The Departmental Rules and Departmental Orders of the Kitchener Fire Department, a copy of which is at present in effect, is hereunto annexed, insofar as they do not conflict with the terms and provisions of the Fire Department's Act of the Province of Ontario, and shall be deemed to constitute a part thereof, and shall be observed by all Full Time Civilians. The breach of any such Departmental Rule or Departmental Order may make the offender liable to disciplinary action. Such Departmental Rules or Departmental Orders may be amended from time to time.

ARTICLE 18

STRIKES AND LOCKOUTS

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

ARTICLE 19

WITNESS DUTY LEAVE

19:01 Change A Full Time Civilian who is called upon to attend

as a witness by subpoena or summons or by providing proof, satisfactory to the Corporation of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized by law to compel the attendance of witnesses before it, shall be allowed leave of absence with full pay, provided that the full amount of compensation received, excluding mileage and travelling expense and an official receipt thereof is deposited with the Commissioner of Finance.

19:02

Definitions

- a) Court Duty: is the time devoted by the Full Time Civilian attending any judicial or quasi judicial proceeding as a witness to give evidence in respect to matters arising out of their employment or on behalf of their employer;
- b) Duty Day: is a day in which any part of a regular tour of duty is performed by the Full Time Civilian;
- c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the Full Time Civilian.

19:03

Court Duty during Duty Day

If a Full Time Civilian's court duty precedes or extends beyond their normal tour of duty by more than one half hour, they shall be compensated for all such hours or part thereof exceeding thirty (30) minutes, either preceding or extending beyond their normal tour of duty, as overtime under Article 4.

19:04

Court Duty during Off Duty Day

If a Full Time Civilian's court duty falls on an off day, they shall be compensated for all hours of actual attendance or part thereof exceeding thirty (30) minutes as overtime under Article 4, with a minimum attendance credit of four hours.

19:05

Court Duty during Annual Vacation

Court Duty during annual vacation shall entitle the Full Time Civilian to an extension of their

annual vacation to restore the time in days expended in travelling to the court, actual court duty and travel time returning to their point of departure. In addition to the extension of their annual holiday, they shall be compensated for their court duty as overtime under Article 4, but credited at double time as opposed to time and one half. There shall be a minimum credit allowance of four (4) hours.

ARTICLE 20 **TECHNOLOGICAL CHANGE**

20:01 Change The Association agrees that the employer has the right to study or introduce new or improved methods or facilities. Whenever possible not less than ninety (90) days prior to the introduction or implementation of technological change affecting **Full Time Civilians**, the Corporation shall by written notice, furnish the Association with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Corporation respecting (a) the nature and the degree of change, (b) the date or dates on which the Corporation plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make disclosure to the Association of the Corporation's knowledge as to the effects of the change or changes on each **Full Time Civilian classification**. Such disclosure will contain all relevant data in the possession of the Corporation and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Corporation.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussion with a view of resolving any issue which may concern the employment status of any **Full Time Civilian**. Without mutual agreement no **Full Time Civilian** covered by this Agreement, save and except probationary **Full Time Civilians**, shall suffer loss of employment on the Fire Department as a result of the exercise by the Corporation of its right to change, provided the said **Full Time Civilian** was in the employ of the Corporation at the time the aforementioned notice was given by

the Corporation.

The words "**Technological Change**" in this Article mean:

- a) the introduction by the Corporation of equipment or material of a different nature or kind than previously utilized; and
- b) a change in the manner in which the Corporation carried on its work and undertaking that is directly related to the introduction of that equipment or material;
- c) In the event of a change by the Corporation to the organizational structure of the **Fire Department**, the Corporation shall advise the Association of the change as soon as possible. If requested by the Association, the parties shall meet to discuss the change.

ARTICLE 21 **NO CONTRACTING OUT**

Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by a **Full Time Civilian** covered by this Agreement shall be performed by another employee or a person who is not an employee of the Corporation.

ARTICLE 22 **MATERNITY LEAVE**

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

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its Mayor and Clerk, and the Party of the Second Part has caused this Agreement to be executed by its proper officers hereunto duly authorized.

DATED AT KITCHENER, ONTARIO, THIS 28 DAY OF June 1994.

THE CORPORATION OF THE CITY OF KITCHENER

D. V. Cardillo
Dominic V.P. Cardillo, Mayor

Robert W. Pritchard
Robert W. Pritchard, City Clerk

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

Jack Eggers
Jack Eggers - President KPFFA

Peter M. Gough
Peter McGough - Secretary KPFFA