

AGREEMENT

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THE CORPORATION OF THE
CITY OF GUELPH

And

GUELPH
PROFESSIONAL
FIREFIGHTERS'
ASSOCIATION

1999 / 2000 / 2001 / 2002

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AGREEMENT

January 1, 1999 to December 31, 2002

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

Hereafter referred to as the "CORPORATION"

Of the First Part

AND:

THE GUELPH PROFESSIONAL FIREFIGHTERS ASSOCIATION

Hereafter referred to as the "ASSOCIATION"

Of the Second Part,

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

- 1:01 "Employees" for the purpose of this Agreement shall mean full time firefighters as described in the:
Fire Prevention and Protection Act, 1997, Part IX, Section 41 (1).
- 1:02 "Fire Chief" for the purpose of this Agreement shall mean the Fire Chief or in his absence, the Operations Chief or the Communications and Education Chief.

ARTICLE 2:00 EMPLOYEES COVERED

2:01 The provisions of this Agreement shall apply to all full time employees of the Guelph Fire Department with the exception of the Chief, the Operations Chief, the Communications and Education Chief and such secretarial staff that are not employed as firefighters.

ARTICLE 3:00 RECOGNITION

- 3:01 The Corporation recognizes the Association (through its duly accredited bargaining committee) as the exclusive bargaining agent for all employees covered by this Agreement, as to all wages, hours, clothing and all other working conditions.
- 3:02(a) All employees of the Guelph Fire Department who are now members of the said association shall remain members of the said Association in good standing as a condition of continued employment and all new employees, except those excluded in Article 2:01, including probationers, shall become members of the Association within twelve (12) months of the date of their employment and shall continue their membership in good standing in the said Association as a condition of continued employment.
- (b) Probationary Firefighters may attend the Ontario Fire College Recruit Course and this course shall not be used as criteria for promotions beyond the employee probationary level (not applicable to Motor Mechanic).
- 3:03 No one will be denied membership in the Association except for a reason or reasons, which might be deemed appropriate to terminate his/her employment in the opinion of the Corporation or the Association.
- 3:04 The Corporation hereby agrees that it shall deduct from the wages or salaries of all employees of the Guelph Fire Department, dues which have been or may be levied against members of the said Association monthly and shall transmit the same to the Association at such time in each year as shall mutually be agreed upon between the parties hereto.

ARTICLE 4:00 DISCRIMINATION

- 4:01** The Corporation shall not discriminate, interfere with, restrain or coerce any employee because of their membership in or connection with the Association.
- 4:02** The Association agrees that there will be no Association activity during working hours that would interfere with work to be performed in the Fire Department and no meetings on City premises will be conducted on City premises except with permission **of** the Fire Chief..

ARTICLE 5:00 ACCIDENT, SICKNESS, TERM AND LIFE INSURANCE

- 5:01** Employees off duty as a result of an accident or occupational illness incurred in the performance of their duties shall be provided by the Corporation with hospitalization and medical aid and full salary during such period off duty in keeping with the provisions of the **Workplace Safety and Insurance Board Act**. This procedure shall terminate at such time as either an award is made by the board or employee returns to active employment.
- 5:02(a)** Each employee shall be entitled to a leave of absence with remuneration, in the case of sickness or incapacity the equivalent of one and one half (1 ½) working days per month in each year commencing from the date of employment. In addition, the employee shall be entitled to carry over into subsequent years a credit for such leave of absence not used during any working year. Maximum credit, which each employee shall be allowed to accumulate in one year shall be eighteen (18) days and which eighteen (18) days credit shall be reduced by the number of days during the said year on which the employee has obtained leave of absence due to sickness or incapacity.
- (b) Employees off on sick leave shall have deducted from their sick bank as follows:
Day shift - one (1) day, night shift - one (1) day, **24** hour Sunday - two (2) days.
- 5:03** Sick leave shall not mean anytime absent from work due to a **Workplace Safety and Insurance Board (W.S.I.B.)** claim incurred whiled employed by an Employer other than the Corporation.
- 5:04** All employees receiving weekly **W.S.I.B.** funds from the Corporation, shall not be allowed to work for another employer.

- 5:05 After completion of seven (7) years employment except on normal retirement or death, each employee or his/her estate shall be entitled to an amount equal to one-half the number of days standing to his/her credit and in any event not in excess of one-half year's earnings at the rate received by them immediately prior to termination of employment. One year of employment shall represent 182 working days.
- 5:06(a) Employees will provide a Doctor's Certificate (at the employer's expense **if** not covered by OHIP) for each absence of over three (3) days duration if the absence is due to ill health. Such certificate being presented within forty-eight (48) hours of returning to work or the certificate will not be accepted.
- (b) The Corporation shall request an employee off on sick leave for more than thirteen (13) working days to visit the employee's doctor (at the employer's expense if not covered by OHIP) for an assessment. This assessment is to provide the reason for the absence and the possible return to work date, of the employee.
- 5:07 **INSURANCE**
- (a) The Corporations shall pay 100 % of the premium cost of the Group Life Insurance term policy, providing coverage of \$100,000 plus double indemnity for each employee. Every employee including probationers must, as a condition of employment, accept coverage thereunder. In the event that a master group life insurance plan is established by the Corporation, employees of the Fire Department shall be incorporated into such plan on condition that the benefits and coverage presently enjoyed are maintained.
- (b) Retired employees shall receive a Term Policy of \$25,000 until they reach their 65th birthday.
- 5:08 In contributing to double indemnity insurance coverage the Corporation is not required to provide additional remuneration to that provided by the **Workplace Safety and Insurance Board** to widows and dependants of employees, who may lose their life, while on duty or as a result of injury or sickness caused while on duty, other ~~than~~ the benefits as outlined in this Agreement.

5:09 The Corporation shall pay 100 % of the premium cost of a Long Term Disability plan.

The following shall be terms of the Long Term Disability Plan:

- (a) An employee shall use all his/her sick leave plus the E. I. Sick Leave Benefits before he/she is eligible for L.T.D.
- (b) An employee ceases to be an employee after 12 months of L.T.D.
- (c) Limits – 66 2/3 % of gross earnings.
Based on last day of expired sick time.
- (d) **All** new employees hired must participate in the L.T.D. Plan with a three month waiting period.
- (e) An employee who commences an L.T.D. claim after their fiftieth (**50th**) birthday will be provided benefits until their sixtieth (**60th**) birthday.

ARTICLE 6:00 HOSPITAL, MEDICAL AND SURGICAL INSURANCE
COVERAGE

6:01 The corporation shall pay 100 % of the premium cost of:

- (a) Supplementary Liberty Health Plan, or equivalent (Semi-Private Ward Coverage).
- (b) Liberty Health Extended Health Care Plan 10/20, or equivalent. \$.35 prescription Plan. Generic drugs only unless no generic drugs are available or other drugs ordered by the physician.
- (c) Liberty Health Deluxe out of country Medical Coverage, or equivalent.
- (d) Hearing Aid Care that reimburses the full cost of a prescribed hearing aid once every three years.
- (e) Physiotherapy coverage - up to a maximum of \$500 annually.
- (f) Massage Therapy coverage - **up** to a maximum of \$300 annually.
- (g) Chiropractor Care coverage - Employee pays the first **\$100** of submitted claims annually, the Plan then pays **up** to a maximum of **\$300** in **2001** and up to a maximum of **\$400** in **2002** of submitted claims. Coverage in (g) is in addition to OHIP coverage.
- (h) Vision Care providing coverage of **\$250** maximum every two years in **2001** and **\$275** maximum every two years in **2002**.

6:02 The Corporation shall pay 100 % of the premium cost of Liberty Health Dental Plan 15, or equivalent. **In 2001, the 2000 ODA fee schedule shall apply. In 2002, the 2001 ODA fee schedule shall apply.** Dental recall examinations shall be provided once every nine (9) months.

6:03 A dependant child will receive all eligible benefits provide under this plan, up to their 25th birthday, if they are a full time student. Annual proof of school attendance must be submitted to maintain coverage.

6:04 (a) **The Corporation will provide Firefighters who retire within ten years of normal retirement on an O.M.E.R.S pension plan or are on a disability pension between 50 and 60 years of age the benefits as described in 6:01 (a), (b), (c), (d), (e), (f), (g) and (h), which are:**

Liberty Health Extended Health Plan 10/20, \$.35 prescription plan, Dental and Vision care, Liberty Health Deluxe out of country medical coverage or equivalent, physiotherapy, massage therapy and chiropractor coverage. This provision will be provided to retirees only if they can demonstrate that they have no other means of access to the above benefit coverage and in any event until retirees reach the age of 65. In the event of the retired employee's death before their 65th year, the employee's spouse shall continue to receive benefits until the employee's 65th birth date.

(b) Widows and dependents of fire fighters killed in action while in the discharge of their duties or dies from injuries received in the service of the Corporation as a firefighter and in either case for which a compensation award is made by the **Workplace Safety and Insurance Board**, the Corporation will seek to have the above named included in the benefit plans for Liberty Health Extended Health Plan 10/20, \$.35 prescription plan, Liberty Health Dental Plan and Vision Care, Liberty Health Deluxe out of country medical coverage or equivalent or will pay an amount equal to the premium cost to the Corporation for the listed plans if the persons outlined above were employed by the Corporation. This provision will be provided to widows outlined above only if they can demonstrate that they have no other means of access to sick coverage.

In the event the widow(er) remarries or when they reach the age of 65, the benefits shall cease.

ARTICLE 7:00 UNIFORMS AND EQUIPMENT

7:01 The Corporation agrees to supply all full-time employees of the Guelph fire Department, upon commencement of employment, a dress uniform consisting of:

Dress Uniform

One (1) tunic
 Two (2) pair of trousers
 Two (2) dress shirts for Fire Fighters, Dispatchers and Mechanics
 (short sleeves with flashes)
 Two (2) white dress shirts for Day shift and Platoon Chiefs
 (short sleeves with flashes)
 Two (2) ties
 One (1) Uniform Cap
 One (1) Nylon Parka
 One (1) Metal Identification Badge for Day shift only
 (except the Motor Mechanic)
One pair of overshoes for Day shift only

7:02 The Corporation agrees to supply all full-time employees of the Guelph Fire Department, upon commencement of employment, a Station Uniform consisting of:

Station Uniform

Four (4) navy blue station uniform shirts (Day shift and Platoon Chiefs to receive white station uniform shirts)
 Three (3) navy blue station uniform pants
 Four (4) navy blue T-shirts, G.F.D. crested (including the Motor Mechanic)
 Four (4) white T-shirts for Day shift and Platoon Chiefs, no crests
 One (1) navy blue Eisenhower waist length jacket
 One (1) navy blue sweater, V-neck, military style
 Four (4) pairs of black socks
 One (1) pair of safety shoes
 One (1) navy blue baseball cap (G.F.D. crested)
 One (1) black FD Web Belt
 One (1) raincoat and cap (Day shift only)
 One (1) pair of coveralls with flashes (Day shift only)
 Motor Mechanic receives coveralls with flashes as needed.

All items issued under Articles 7:01 and 7:02 will be replaced on an as required basis. All employees shall notify the Corporation of their needs for the next year before October 31 of the current year.

All items issued under Articles 7:01, 7:02 and 7:03 shall have fibre contents which are mutually agreed upon by the Corporation and the Association.

- 7:03 The Corporation shall supply each Fire Fighter with water proof clothes for fire fighting duty (not applicable to the Motor Mechanic). The Corporation further agrees to replace such fire fighting clothing and equipment as required and such clothing and equipment is to remain at the Fire Hall when not in use for fire fighting duty. The Clothing shall consist of approved:

Fire Fighting Gear

Balaclava

Bunker Clothing

Helmet

Safety Gloves

Safety Rubber Boots

- 7:04 The City will pay a cleaning allowance of \$120.00 per year to all Day Shift personnel of the Fire Department, except the Motor Mechanic.

ARTICLE 8:00 VACATIONS

- 8:01 All employees of the Guelph Fire Department with more than one full year and less than five (5) years employment shall be granted two (2) weeks vacation with pay. Two weeks vacation shall consist of a minimum of eight (8) consecutive duty days.
- 8:02 All employees upon completion of five (5) full years employment shall be granted three (3) weeks vacation with pay. Three weeks vacation shall consist of a minimum of twelve (12) duty days.
- 8:03 Vacations shall be taken in three week cycles. Employees entitled to two (2) weeks vacation only, will take an additional week **consecutively** with their two weeks, in lieu of four (4) Statutory Holidays and will take one (1) week of vacation in lieu of the remaining four (4) days of Statutory Holidays before or after the regular vacation schedule. Employees with three (3) weeks vacation will take two (2) weeks vacation in lieu of Statutory Holidays before or after the regular holiday schedule.
- 8:04 Employees who work day shift only shall receive vacations as follows:
- Two (2) weeks vacation shall mean ten (10) duty days.
 Three (3) weeks vacation shall mean fifteen (15) duty days.
 Four (4) weeks vacation shall mean twenty (20) duty days.
 Five (5) weeks vacation shall mean twenty five (25) duty days.
 Six (6) weeks vacation shall mean thirty (30) duty days.

- 8:05 The vacation schedule shall be prepared by the Chief in consultation with the Association.
- 8:06 All employees of the Fire Department on completion of ten (10) full years of employment shall be granted one (1) additional week of vacation with pay.
- 8:07 All employees of the Fire Department on completion of eighteen (18) full years of employment shall be granted one (1) additional week of vacation with pay.
- 8:08 All employees of the Fire Department on completion of twenty five (25) full years of employment shall be granted one (1) additional week of vacation with pay.
- 8:09 Employees who receive their fourth, fifth and sixth weeks of vacation shall pick these weeks by seniority on their respective shifts, as to when they will take these weeks of vacation.

For employees other than Day Shift personnel, one week of vacation for the fourth, fifth and sixth weeks shall mean a full day shift, a full night shift or a full weekend shift.

ARTICLE 9:00 PAID HOLIDAYS

- 9:01 All full time employees of the Fire Department shall be granted eight (8) additional working days holidays in lieu of the Statutory Holidays. For the purpose of this section, Statutory Holidays shall mean:
- New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day and Christmas Day.
- 9:02 All full time employees who work a day shift only shall be granted the following holidays and will be paid at straight time:
- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, One Floater Day.
- 9:03 All full time employees of the Fire Department, except day shift personnel shall be granted four (4) days pay (calculated at 1/182 times annual pay) in lieu of Easter Monday, Boxing Day, Remembrance Day and Floater Day, to be paid the first pay in December.

ARTICLE 10:00 PROMOTIONS AND SENIORITY

10:01 All promotions in the Guelph Fire Department shall be based on the candidate's ability to perform the work efficiently, physical condition and related experience, as determined by the **Fire Chief**.

10:02 Where the qualifications of the candidates for promotions based on all the factors set out in this Article are approximately equal, then seniority shall govern.

10:03 Seniority shall be defined as the length of employment calculated from the date the employee commenced work with the Fire Department and is accumulated on a Fire Department wide basis.

Seniority is lost if:

- (a) Employee resigns voluntarily;
- (b) Employee is discharged and not reinstated;
- (c) Employee is laid off and fails to notify the Corporation of his/her intentions to return to work within five (5) working days after notice to do so has been sent by registered mail to his/her last address on record with the Corporation and with a copy being delivered to the Association.
- (d) Employee fails to return to work within ten (10) working days of notifying the Corporation of his/her intentions to return to work. It is the obligation of the employee to keep the Corporation informed at all times of an address to which registered mail can be received by him/her on his/her behalf.
- (e) Employees below the rank of 1st Class are laid off for more than 24 months and employees of the rank of 1st Class and above are laid off for more than 36 months.

10:04 (a) Should a lay-off of an employee be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority will govern in the event of lay-off, consistent with the ability of the employee to perform the work.

- (b) In the event of recall, employees shall be recalled in the order of their respective Fire Department wide seniority, consistent with the ability of the employee to perform the work.

- c) No new employee shall be hired until those laid-off have been given the opportunity of recall.
 - (d) Benefits for employees, **except for sick leave and L.T.D.**, shall continue for a period of three (3) months from the time of lay-off and may be continued for a further nine (9) months on payment of premiums through the Association on his/her behalf. The payment will be made in accordance with a schedule drawn up by **City Hall**, not later than the tenth (10th) of each month.
- 10:05 At least sixty (60) days prior to any lay-off, the Corporation will notify the Association in writing of their intention to lay-off. As soon as reasonably practicable thereafter representatives of the parties will meet to discuss and explain the pending lay-off.
- 10:06 Any vacancy in the Guelph Fire Department caused by dismissal, resignation, death or retirement, shall be filled forthwith.
- 10:07 Any employee, who is laid off and who exercises his/her seniority at the time of lay-off to bump into the Alarm Room Technician classification shall continue to be paid his/her regular rate prior to the lay-off and shall advance in accordance with Article 15:03.
- 10:08 All vacancies in the Alarm Room Technician positions shall be posted for a period of seven (7) days. Any person may apply for such vacancy and shall be assigned to the vacancy in accordance with their seniority. No person shall be hired as an Alarm Room Technician until such posting provisions have been completed. Any person, who chooses to apply for and is successful in obtaining the position of Alarm Room Technician shall be paid the Alarm Room Technician rate under the provisions of the collective agreement.
- 10:09 If an Alarm Room Technician or Motor Mechanic is desirous of transferring to the Fire Fighting Division, he/she must meet all the requirements of a new employee entering the Fire Fighting Division. He/she would enter as a probationary Fire Fighter. Seniority shall be transferable for service related benefits only. Seniority for other purposes will begin on the date of employment in the Fire Fighting Division. Firefighter vacancies in the Fire Fighting Division shall be posted for a period of seven (7) days.

ARTICLE 11:00 LEAVE OF ABSENCE

- 11:01 Delegates (not exceeding three (3) in number) who may be duly authorized and designated by the Association to attend the annual convention of the Ontario Professional Fire Fighters Association, shall be allowed four (4) days leave of absence, with pay in any one year for the purpose of attending such convention. If all three people are off one group, the Association will supply one person for duty if required.
- 11:02 The President, Secretary and Treasurer of the Guelph Professional Firefighters' Association or any member not exceeding three (3) of any negotiating committee duly elected or appointed shall be granted such leave of absence with pay, as may be necessary for proper performance of the duties of their respective offices locally at the discretion of the Fire Chief.
- 11:03 Employees attending the Ontario Fire College shall be granted Leave of Absence with pay. Personnel attending will be selected by seniority, where possible but at the discretion of the Chief and shall receive in advance up to \$60.00 per week per person for transportation expenses.
- 11:04 Employees on a **Workplace Safety and Insurance Board claim** with another employer other than the Corporation, will be placed on Leave of Absence from the Guelph Fire Department, up to a maximum period of twelve (12) months, with loss of benefits but no loss of accumulation of seniority.

11:05 BEAREAVEMENT LEAVE

- (a) Employees shall be granted five (5) days leave of absence with pay in consultation with the Chief or the Deputy Chief, immediately following a death in the family including: Spouse, Child, Common-law spouse.
- (b) Three (3) days leave of absence will be granted following the death of: Father, Mother, Spouses Parents, Brother, Sister.
- (c) One (1) day leave of absence will be granted following the death of: Son-in-law, Daughter-in-law, Grandparents, Spouses Grandparents, Grandchildren, Brother-in-law, Sister-in-law.
- (d) If such Leave of Absence covered in 11:05 a, b, c, includes regular days off, these days will form part of the leave of absence.

11:06 JURY DUTY

Employees summoned to Jury Duty or subpoenaed as a witness on duty days shall be granted a Leave of Absence with pay. The money allotted by the court as payment for such Leave of Absence shall be surrendered to the Corporation when it is received by the employee.

11:07 MATERNITY LEAVE

As per Employment Standards Legislation.

ARTICLE 12:00 HOURS OF WORK

12:01 Regular hours of work for employees of the Department shall be on a two platoon system based on an average of forty-two (42) hours per week.

12:02(a) The Fire Prevention Officers and Training Officers shall work a normal forty (40) hours per week and a shorter work week of thirty-four (34) hours per week for the months of June, July, August and September.

(b) The Motor Mechanic shall work a normal forty (40) hour work week, Monday to Friday.

12:03 The granting of requests for changes in shifts or days off shall be at the discretion of the Chief or the **Platoon Chief**.

ARTICLE 13:00 OVERTIME

13:01 All employees of the Guelph Fire Department called back under the rules of the **Fire Prevention and Protection Act, 1997, Part IX, Section 43 (7)**, shall be paid one and one-half (1 ½) times the employee's hourly rate but in any case for not less than four (4) hours.

13:02 All employees of the Guelph Fire Department required to attend Court or an inquest on Fire Department related matters, shall be paid at the employee's hourly rate but in any case not less than four (4) hours. Pay will begin at the time Court is scheduled to commence and continue until the employee is excused in any one day. The witness fee will be retained by the employee.

ARTICLE 14:00 ARBITRATION

- 14:01 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 Board of Arbitration appointed in the manner set out in the **Fire Prevention and Protection Act, 1997, Part IX, Section 53 (1-15)** and all relevant amendments thereto.
- 14:02 The Arbitration Board or Single Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, except for Arbitrations under the **Fire Prevention and Protection Act, 1997, Part IX, Section 50 to Section 50.8.**

ARTICLE 15:00 SALARIES

- 15:01 The following wage schedule shall apply under this 1999, 2000, 2001 and 2002 Agreement for the Guelph Fire Department. The wages shall be on the following basis:
- (a) Fire Prevention Officer rate shall be 108 % of First Class Fire Fighter's rate.
 - (b) Captain and Assistant Chief Fire Prevention Officer rate shall be 116 % of the First Class Fire Fighter's rate.
 - (c) Platoon Chief, Training Officer and Chief Fire Prevention Officer rate shall be 125 % of the First Class Fire Fighter's rate.
 - (d) Wages for ranks below First Class to be shown in the schedule
 - (e) **Alarm Room Technician rate shall be as follows:**
 Probationer Position – 60 % of First Class Fire Fighter's rate.
 Twelve (12) month position – 65 % of First Class Fire Fighter's rate.
 Twenty-four (24) month position – 70 % of First Class Fire Fighter's rate.
Thirty six (36) month position – 76 % of First Class Fire Fighter's rate commencing January 1, 2001.
 - (f) The Motor Mechanic rate shall not be a per cent of First Class Fire Fighter Rate.

SCHEDULE "A"

FIRE DEPARTMENT RATES

Jan. 1, 1999

July 1, 1999

% INCREASE**2.00%****2.25%**

	% INCREASE	2.00%	2.25%
TRAINING OFFICER	125.0%	\$ 68,300	\$ 69,838
PLATOON CHIEF	125.0%	\$ 68,300	\$ 69,838
CHIEF F.P.O.	125.0%	\$ 68,300	\$ 69,838
ASSIST. C.F.P.O.	116.0%	\$ 63,382	\$ 64,809
CAPTAIN	116.0%	\$ 63,382	\$ 64,809
FIRE PREVENTION OFFICER	108.0%	\$ 59,011	\$ 60,340
1st CLASS FIRE FIGHTER	100.0%	\$ 54,640	\$ 55,870
2nd CLASS F.P.O.	100.0%	\$ 54,640	\$ 55,870
2nd CLASS FIRE FIGHTER	92.0%	\$ 50,269	\$ 51,400
PROBATIONARY F.P.O.	92.0%	\$ 50,269	\$ 51,400
3rd CLASS FIRE FIGHTER	84.0%	\$ 45,898	\$ 46,931
4th CLASS FIRE FIGHTER	76.0%	\$ 41,526	\$ 42,461
ALARM ROOM TECH. (24 months)	70.0%	\$ 38,248	\$ 39,109
PROBATIONARY FIRE FIGHTER	70.0%	\$ 38,248	\$ 39,109
ALARM ROOM TECH. (12 months)	65.0%	\$ 35,516	\$ 36,316
ALARM ROOM TECH. (Probationary)	60.0%	\$ 32,784	\$ 33,522
MOTOR MECHANIC (per hour)		\$ 21.1848	\$ 21.6614
(Mechanic Annual based on 2080 hours)		\$ 44,064.36	\$ 45,055.71

SCHEDULE "A"

FIRE DEPARTMENT RATES

Jan. 1, 2000

July 1, 2000

% INCREASE

1.75%

1.75%

	% INCREASE	Jan. 1, 2000	July 1, 2000
TRAINING OFFICER	125.0%	\$ 71,060	\$ 72,303
PLATOON CHIEF	125.0%	\$ 71,060	\$ 72,303
CHIEF F.P.O.	125.0%	\$ 71,060	\$ 72,303
ASSIST. C.F.P.O.	116.0%	\$ 65,944	\$ 67,097
CAPTAIN	116.0%	\$ 65,944	\$ 67,097
FIRE PREVENTION OFFICER	108.0%	\$ 61,396	\$ 62,469
1st CLASS FIRE FIGHTER	100.0%	\$ 56,848	\$ 57,842
2nd CLASS F.P.O.	100.0%	\$ 56,848	\$ 57,842
2nd CLASS FIRE FIGHTER	92.0%	\$ 52,300	\$ 53,215
PROBATIONARY F.P.O.	92.0%	\$ 52,300	\$ 53,215
3rd CLASS FIRE FIGHTER	84.0%	\$ 47,752	\$ 48,587
4th CLASS FIRE FIGHTER	76.0%	\$ 43,204	\$ 43,960
ALARM ROOM TECH. (24 months)	70.0%	\$ 39,794	\$ 40,489
PROBATIONARY FIRE FIGHTER	70.0%	\$ 39,794	\$ 40,489
ALARM ROOM TECH. (12 months)	65.0%	\$ 36,951	\$ 37,597
ALARM ROOM TECH. (Probationary)	60.0%	\$ 34,109	\$ 34,705
MOTOR MECHANIC (per hour)		\$ 22.0402	\$ 22.4259
(Mechanic Annual based on 2080 hours)		\$ 45,843.65	\$ 46,645.91

SCHEDULE "A"

FIRE DEPARTMENT RATES

Jan. 1, 2001

July 1, 2001

% INCREASE

1.75%

1.75%

TRAINING OFFICER	125.0%	\$	73,569	\$	74,856
PLATOON CHIEF	125.0%	\$	73,569	\$	74,856
CHIEF F.P.O.	125.0%	\$	73,569	\$	74,856
ASSIST. C.F.P.O.	116.0%	\$	68,272	\$	69,467
CAPTAIN	116.0%	\$	68,272	\$	69,467
FIRE PREVENTION OFFICER	108.0%	\$	63,563	\$	64,676
1st CLASS FIRE FIGHTER	100.0%	\$	58,855	\$	59,885
2cnd CLASS F.P.O.	100.0%	\$	58,855	\$	59,885
2cnd CLASS FIRE FIGHTER	92.0%	\$	54,147	\$	55,094
PROBATIONARY F.P.O.	92.0%	\$	54,147	\$	55,094
3rd CLASS FIRE FIGHTER	84.0%	\$	49,438	\$	50,303
4th CLASS FIRE FIGHTER	76.0%	\$	44,730	\$	45,513
ALARM ROOM TECH. (36 months)	76.0%	\$	44,730	\$	45,513
ALARM ROOM TECH. (24 months)	70.0%	\$	41,999	\$	41,920
PROBATIONARY FIRE FIGHTER	70.0%	\$	41,199	\$	41,920
ALARM ROOM TECH. (12 months)	65.0%	\$	38,256	\$	38,925
ALARM ROOM TECH. (Probationary)	60.0%	\$	35,313	\$	35,931
MOTOR MECHANIC (per hour)		\$	22.8184	\$	23.2177
(Mechanic Annual based on 2080 hours)		\$	47,462.27	\$	48,292.80

SCHEDULE "A"**FIRE DEPARTMENT RATES**

Jan. 1, 2002

July 1, 2002

% INCREASE**1.50%****1.18%**

	% INCREASE	1.50%	1.18%
TRAINING OFFICER	125.0%	\$ 75,979	\$ 76,875
PLATOON CHIEF	125.0%	\$ 75,979	\$ 76,875
CHIEF F.P.O.	125.0%	\$ 75,979	\$ 76,875
ASSIST. C.F.P.O.	116.0%	\$ 70,508	\$ 71,340
CAPTAIN	116.0%	\$ 70,508	\$ 71,340
FIRE PREVENTION OFFICER	108.0%	\$ 65,646	\$ 66,420
1st CLASS FIRE FIGHTER	100.0%	\$ 60,783	\$ 61,500
2nd CLASS F.P.O.	100.0%	\$ 60,783	\$ 61,500
2nd CLASS FIRE FIGHTER	92.0%	\$ 55,920	\$ 56,580
PROBATIONARY F.P.O.	92.0%	\$ 55,920	\$ 56,580
3rd CLASS FIRE FIGHTER	84.0%	\$ 51,058	\$ 51,660
4th CLASS FIRE FIGHTER	76.0%	\$ 46,195	\$ 46,740
ALARM ROOM TECH. (36 months)	76.0%	\$ 46,195	\$ 46,740
ALARM ROOM TECH. (24 months)	70.0%	\$ 42,548	\$ 43,050
PROBATIONARY FIRE FIGHTER	70.0%	\$ 42,548	\$ 43,050
ALARM ROOM TECH. (12 months)	65.0%	\$ 39,509	\$ 39,975
ALARM ROOM TECH. (Probationary)	60.0%	\$ 36,470	\$ 36,900
MOTOR MECHANIC (per hour)		\$ 23.5660	\$ 23.8440
(Mechanic Annual based on 2080 hours)		\$ 49,017.28	\$ 49,595.52

- 15:02 The House Mechanic will receive an additional 10 % per year.
- 15:03 Probationer means a person employed for the first time or a person employed after any period of broken service except lay-off or leave of absence and his/her term as probationer is for a period of twelve (12) months. A probationary employee may be terminated by the employer. His/ her salary during this period will be based on a yearly salary noted in this Agreement. At the completion of twelve (12) months satisfactory service and on his/her yearly anniversary date thereafter, up to and including First Class Fire Fighter, he/she shall be advanced and receive the yearly salary as noted in this Agreement.
- 15:04 In recognition of long service, the members of this Department shall receive stripe pay at the rate of \$60.00 per year for each five (5) years or multiples of five (5) years. (This clause does not apply to any member of this Department, who commenced employment after January 1st, 1988).
- 15:05 The acting rank will apply to replace Platoon Chiefs, Chief F.P.O., ACFPO and Captains, when they are absent from work for holidays or sickness. The acting rank allowance will commence for the first full day of work and will be paid for the full period in the acting position. When the system cannot provide an officer at each substation and two officers at Headquarters, the system will provide an acting Captain to maintain the above minimum.

The rate differential paid shall be calculated on the following basis related to the hours worked as set out above:

First Class Firefighter acting as Captain:

January 1, 1999	rate	\$4.00
July 1, 1999	rate	\$4.09
January 1, 2000	rate	\$4.16
July 1, 2000	rate	\$4.24
January 1, 2001	rate	\$4.31
July 1, 2001	rate	\$4.39
January 1, 2002	rate	\$4.45
July 1, 2002	rate	\$4.51

Captain acting as Platoon Chief:

January 1, 1999	rate	\$2.25
July 1, 1999	rate	\$2.30
January 1, 2000	rate	\$2.35
July 1, 2000	rate	\$2.39
January 1, 2001	rate	\$2.43
July 1, 2001	rate	\$2.47
January 1, 2002	rate	\$2.51
July 1, 2002	rate	\$2.53

The acting rank pay will be paid as soon as possible after being submitted.

The above hourly rates will change in accordance with any change in the hourly rate calculated on the basis of the annual salary as set out in Schedule "A" divided by 2184 hours.

It is agreed that the Firefighter serving as a motor mechanic or house mechanic or assistant motor mechanic will not be eligible to serve in the position of acting rank. When they are promoted to a permanent rank in the Guelph Fire Department, they must surrender these respective positions.

It is agreed that service in acting rank, or lack of such service, will not be a factor to be considered in promotions to permanent rank.

15:06 The Corporation agrees that the annual salary will be divided into twenty-six (26) equal pays.

15:07 Any employee, who is assigned for any reason such as vacation coverage, sickness coverage, etc. to perform the work of an Alarm Room Technician, shall continue to be paid at his/her regular rate, prior to such assignment for the full period of such assignment and shall advance in accordance with the provisions of Article 15:03

ARTICLE 16:00 FIRE PREVENTION APPOINTMENTS

- 16:01 Openings in the Fire Prevention Division will be posted for fifteen (15) days. In the event that no acceptable applications are received from **within the Fire Department** for positions in Fire Prevention, the Chief may accept applications for qualified persons outside the Department. Notwithstanding the provisions of Clause 15:03, the applicant accepted will be appointed by the Fire Chief to Fire Prevention at the rate of Second Class Fire Fighter within the current schedule, Article 15:00.
- 16:02 The Probationary period of twelve (12) months as per Clause 15:03 will apply.
- 16:03 Employment of applicants from outside the ranks of the Guelph Professional Firefighters, who do not complete their probationary period, for any reason, shall be terminated.
- 16:04 In the event that this employee goes beyond the probationary period as a Fire Prevention Officer and is desirous of transferring to the Firefighting Division, such transfer will be considered on the basis of this employee being placed in the rank of a Probationary Firefighter. Such transfer will be considered only if there is an opening and if the employee meets the physical and medical requirements of a new employee entering the Firefighting Division.

ARTICLE 17:00 GRIEVANCE PROCEDURE

- 17:01 For the purposes of this Agreement, a Grievance shall mean any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement. Before resorting to the Formal Grievance Procedure, the complaint, which may lead to a formal grievance, may be discussed with the **Operations Chief or in his absence, the Fire Chief**, in an effort to resolve the complaint.

Stage 1

When a **formal** grievance occurs, the aggrieved employees shall first contact the Association's Grievance committee by submitting the grievance in duplicate and in writing, signed by the grievor. If the grievance is accepted by the **Association's** Grievance Committee, one (1) copy of the grievance shall be forwarded to the Fire Chief within ten (10) working days of the alleged grievance.

Stage 2

Within ten (10) normal working days after notification of a **formal** grievance is received by the Chief, the aggrieved employee, represented and accompanied by the **Association's** Grievance Committee shall meet with the Fire Chief **and/or the Operations Chief and/or the Communications Education Chief** to have the Grievance heard. A decision and reason therefore shall be rendered by the Chief within **ten (10)** further working days after this meeting.

Stage 3

Failing settlement through the foregoing procedure, the **Association's** Grievance Committee, together with the aggrieved employee may present the grievance to the City Administrator **and the Director of Employee Resources (or his designate) and the Director of Community Services**, who shall render a decision and reason therefore within five (5) working days of such presentation. Failing settlement at this stage and within five (5) normal working days, then stage 4 may be invoked.

Stage 4

Failing settlement through the procedures set out in Stages 1, 2, and 3 above, the matter may be submitted to Arbitration pursuant to Article 14:01, hereto.

- 17:02 Notwithstanding the above, in the event of any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement or complaints relating to the terms and conditions of employment, the Association may grieve using the same procedures as outlined in Article 17:01. With the mutual consent of both Parties, any concerned Party may attend during the grievance stages 1, 2, and 3.
- 17:03 All times set out under Article 17:01 may be extended by mutual agreement, in writing, by the parties to this Agreement.
- 17:04 Normal working days shall mean Monday to Friday inclusive but does not include statutory holidays.
- 17:05 The Corporation and the Association agrees to supply each other every year with the names of the members of their respective Grievance Committees.

ARTICLE 18:00 PENSIONS

- 18:01 The Corporation shall continue to share equally with the employees in the contributions toward the employees' Pension Plan under the Ontario Municipal Employees Retirement System.
- 18:02 Type 1, 2 % Supplementary Pension will be supplied by the Corporation.
- 18:03 The Corporation and the Association confirms that all employees will be retired at the end of the month in which they attain their sixtieth (60th) birthday.

ARTICLE 19:00 DISCIPLINE AND DEVOTION TO DUTY

- 19:01 All employees shall promptly and respectfully conform to and obey all the By-laws and Regulations in force from time to time, which are applicable to such employees in so far as they do not conflict with the terms of this agreement and the **Fire Prevention and Protection Act, 1997** or any extension or renewal thereof, a copy of which will be sent to each Fire Fighter.
- Rule changes or new rules, by-laws and regulations referred to above, shall be discussed with the Association before becoming effective.
- 19:02 The Corporation, through the Chief, shall be empowered to hire, suspend, discharge, discipline, lay-off, recall, transfer, promote or demote employees, subject only to the limitations expressed in this Agreement and the **Fire Prevention and Protection Act, 1997**, as to Arbitration or otherwise.
- 19:03 (a) Any employee may be suspended, discharged or disciplined subject to the right of appeal through the grievance procedure, for just cause. Any such suspension, discharge or discipline shall be subject to the provisions of this Agreement and the **Fire Prevention and Protection Act, 1997**. In any discharge or discipline grievance, the arbitrator shall have the power to substitute a lesser penalty, if in his/her opinion it is just and equitable to do so.
- (b) That an employee may have an Association representative to accompany him or her at the imposition of any discipline, which may lead to suspension, discharge or written disciplinary action. The Association will be supplied with a copy of any written disciplinary action concerning any member of the Association.
- (c) Warning and disciplinary notices shall be in writing and be part of an employee's file for a maximum of twenty-four (24) months from the date of issue.
- 19:04 The management of the Fire Department shall be under the direction of the Fire Chief.

ARTICLE 20:00 STRIKES OR LOCKOUTS

- 20:01 No strike or lockout shall occur during the life of this Agreement and the employees shall not participate in any sympathy strike in support of any other organization, in accordance with the constitution of the Ontario Professional Fire Fighters, which forbids such action.

ARTICLE 21:00 CONTRACTING OUT

- 21:01 Except to the extent and to the degree agreed upon by the parties and except in the case of an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee or by a person who is not an employee of the Corporation.

ARTICLE 22:00 TECHNOLOGICAL CHANGE

- 22:01 (a) At least ninety (90) days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change and the location or locations involved.
- (b) Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue, which may concern the employment status of any employee.
- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration, which shall be constituted in the manner provided for by the **Fire Prevention and Protection Act, 1997, Part IX, Section 53, (1-15)**. The time limits provided shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.
- (e) No change shall be made in the employment status of any employee consequent upon the introduction or implementation of substantial technological change or substantial changes in mechanization, until either of the parties have reached agreement through negotiation or the Board of Arbitration constituted here under has issued its award.

ARTICLE 23:00 INDEMNIFICATION CLAUSE

- 23:01 The employer agrees to indemnify all employees of the Department and save them harmless from any and all damages or claims for damages, injuries or accidents done or caused by them during the performance of their duties including indemnification for any reasonable legal costs incurred in any civil, criminal or statutory proceeding, excluding damages, claims for damages, injuries, accidents or legal cost incurred as a result of willful and malicious conduct. Legal counsel, when required, will be provided by the employer with the option of the employee in the criminal proceedings to select his/her own legal counsel with the approval of the selection by the Fire Chief.

ARTICLE 24:00 DURATION

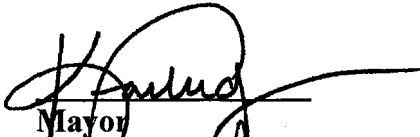
- 24:01 This Agreement shall be in effect from January 1, 1999 to December 31, 2002 and shall remain in effect until replaced by a new Agreement, decision or award. Either party may give notice to the other party, in writing **of** its desire to revise or amend the Agreement, such notice and amendments to be given not later than thirty (30) days and not more than forty-five **(45)** days prior to the renewal or anniversary date in any year.
- 24:02 Within a period of thirty (30) days prior to the expiration date in any year, either party may on ten (10) days' notice in writing, require the other party to enter into negotiations for the renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

IN WITNESS WHEREOF The Corporation has 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.

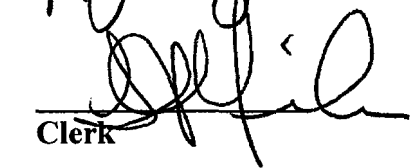
Dated at Guelph this 23rd day of January, 2001.

THE CORPORATION OF
THE CITY OF GUELPH.

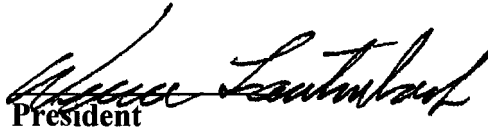
THE GUELPH PROFESSIONAL
FIREFIGHTERS ASSOCIATION



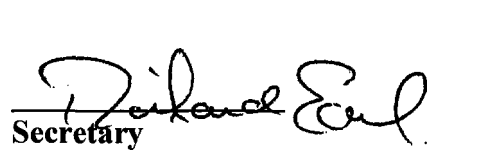
Mayor



Clerk



President



Secretary