

**A G R E E M E N T**

between

**THE CORPORATION OF THE CITY OF ST. CATHARINES**

-and-

**ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION**

January 1<sup>st</sup>, 2011 to December 31<sup>st</sup>, 2011

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**ST. CATHARINES PROFESSIONAL FIRE FIGHTERS**

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THIS AGREEMENT made this 29<sup>th</sup> day of March, 2011 authorized by **By-law No: 2011-109** of the City of St. Catharines.

BY AND BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

hereinafter called the "Corporation"

OF THE FIRST PART

- and -

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

hereinafter called the "Association"

OF THE SECOND PART

WITNESSETH:

That the parties hereto in consideration of the mutual covenants and agreements hereinafter contained do hereby agree as follows:

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 - The parties hereto have agreed to enter into these presents for the purpose of maintaining harmonious relations between the Corporation and the Association; to establish and maintain rates of pay, hours, and working conditions, and to provide an amicable method of settling grievances.

## **ARTICLE 2 - EMPLOYEES COVERED**

2.01 - For the purposes of this Agreement, the words "Fire Fighters" shall mean all full-time regular employees of the Corporation's Fire Services, with the exception of the Chief, the Deputy Fire Chiefs, Community Emergency Management Co-ordinator, the Secretary to the Chief and the Clerk Typist in the office of the Chief.

2.02 - Each new employee shall be a Probationer for the first twelve (12) months of his/her employment, and while a Probationer, may not grieve regarding discharge, provided that at the request of the Association, the discharge will be discussed at a meeting of the parties.

The period of probation shall be extended by the length of absence for sick leave, and accidents occurring while on duty and accidents while employed other than for the Corporation, if in excess of one tour of duty and discipline.

## **ARTICLE 3 – RECOGNITION**

3.01 - The Corporation recognizes the Association as the sole collective bargaining agency of all the said Fire Fighters in the employ of the Corporation as defined in Article 2 for the purpose of collective bargaining in respect to wages, hours, clothing, and all other working conditions.

3.02 - All employees of the Corporation's Fire Department who are now members of the St. Catharines Professional Fire Fighters' Association, shall remain members of the said St. Catharines Professional Fire Fighters' Association in good standing as a condition of continued employment, and all new employees of the said Fire Department shall become members of the St. Catharines Professional Fire Fighters' Association, Local 485 upon date of hire and shall continue their membership in good standing in the St. Catharines Professional Fire Fighters' Association as a condition of continued employment.

3.03 - The Association acknowledges that it is the exclusive right of the Corporation to:

- (a) maintain order, discipline, and efficiency, and to establish and enforce rules and regulations necessary therefore, and generally to govern the conduct of the employees;
- (b) hire, discharge, promote, demote, layoff, establish new classification, suspend or otherwise discipline employees, subject to the right of the employee affected to enter a grievance as hereinafter provided for in this Agreement.

3.04 - The Association further recognizes that it is the right of the Corporation to operate and manage the Fire Department in all respects in accordance with its commitments and responsibilities, and, without restricting the generality of the foregoing, the organization of the Department, the equipment to be used, the methods to be employed, the services to be rendered, and the number of persons to be employed are exclusively the responsibility of the Corporation.

3.05 - The Association also recognizes the right of the Corporation to delegate any of its functions, rights, duties, or powers, whether referred to in this Agreement or otherwise, to the Fire Chief, or to such other persons or committees as the Corporation in its sole discretion may deem advisable, subject to the terms of The Fire Protection and Prevention Act.

3.06 - All Fire Fighters shall be governed by the Rules and Regulations of the Department as established and published by the Corporation from time to time, with prior notice to, and discussion with, the Association; and where such Rules and Regulations are in conflict with the provisions of this Agreement, the provisions of this Agreement shall apply.

## **ARTICLE 4 - DISCRIMINATION**

4.01 - Subject to the terms of this agreement, no intimidation, discrimination, restraint, or coercion shall be exercised or practised by the Corporation with respect to any employee.

4.02 - Conversely, there shall be no intimidation, discrimination, restraint or coercion exercised or practised upon the employees by the Association or by any of its representatives or members.

## **ARTICLE 5 - REPRESENTATION**

5.01 - The Corporation will recognize and negotiate with a Bargaining Committee consisting of not more than five (5) members of the Association, which shall not include Probationers, as provided in the Fire Protection and Prevention Act and as appointed by the Association. The Corporation shall be kept informed by the Association, from time to time of the personnel of the Committee.

5.02 - The Corporation will recognize and meet with a Grievance Committee consisting of not more than three (3) members of the Association, which shall not include Probationers. The Association shall notify the Corporation of the members of, and changes in, the Grievance Committee, and the Grievance Committee may be represented at any stage of the grievance procedure by one or more of its members authorized by the Committee to act on its behalf. At any stage of the grievance procedure, the Committee may be accompanied by the grievor or grievors, at the option of the grievor or grievors, save in the case of a grievance under Section 6.08; at Stages 2 and 3, it may be accompanied by a representative of the Ontario Professional Fire Fighters Association or of the International Association, acting in an advisory capacity only; and at arbitration it may also be represented by Counsel.

5.03 (a) - The Corporation will meet and discuss with the bargaining committee upon reasonable notice matters of concern to either party, as specified in written notice, with the intention of attempting to resolve the matters in the interests of the Fire Department. Notification to the Corporation shall be given to the Fire Chief; and notification to the Association shall be given to the Secretary of the Association. The party receiving the notification to meet shall respond in writing within fourteen (14) days of the meeting.

5.03 (b) - If as a result of the meeting noted above, either party concludes that the matter involves the interpretation, application or administration of the Collective Agreement, and if that matter is not resolved it will be referred to Stage 2 of the grievance procedure.

5.04 - "Committeeman" refers to members of the Grievance Committee or the shift representatives as determined by the Association. The Association will advise the Corporation in writing of the names of the shift representatives.

## **ARTICLE 6 - COMPLAINT AND GRIEVANCE PROCEDURE**

6.01 - Complaints shall be directed to the Platoon Chief or equivalent rank officer, in writing, stating only one complaint per submission. If no violation of the Agreement is involved, the complaint may be dealt with under Section 5.03.

The employee shall take up the complaint within eight (8) days of the event on which the complaint is based. The officer concerned shall, if requested by the employee, arrange for the presence of a Committeeman. The officer will give his/her decision orally, in the presence of the Committeeman if desired, within four (4) days, excluding days off, of the lodging of the complaint. An answer will be given in writing to the employee upon his/her request.

6.02 - Grievances may be investigated and negotiated during working hours, but shall be suspended immediately upon an alarm. It is understood that a Committeeman will not leave his/her work without obtaining permission from the officer in charge, and the time so used shall not be unreasonable.

6.03 - No employee or group of employees shall lodge a grievance or be permitted to communicate a grievance to any public information media, save as expressly provided herein.

6.04 - For purposes of this Agreement, a grievance shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of any of the provisions of this Agreement, and the question as to whether a difference is properly a grievance may itself be carried through the grievance procedure as part of the grievance and be determined by arbitration. Such determination shall be made by the Arbitrator before proceeding with the matter on its merits, and should the Arbitrator decide the matter does not involve the interpretation, application, administration, or violation of the Agreement, the Arbitrator shall not proceed further and the decision shall stand.

6.05 - Stage 1 - An employee having a grievance shall, within four (4) days of the answer under Section 6.01 submit his/her signed grievance, including a copy of the complaint and any responses, in writing to the Fire Chief.

The grievance shall specify the facts and list the number of the Article and Section of the Agreement it claims to be violated or relied upon and the remedy sought, and the answer shall specify the facts and the reasons upon which the decision is based. Within four (4) days of his/her receipt of the grievance, the Fire Chief shall discuss the matter with the employee, accompanied by a member of the Grievance Committee, if desired by the employee, and he/she shall render his/her decision in writing within four (4) days of the meeting. The Fire Chief may, at his/her discretion, have a representative of the Human resources Division attend at this meeting.

6.06 - Stage 2 – If not then settled, the Grievance Committee may, within four (4) days, submit the grievance, in writing, to the Chief Administrative Officer who together with the Fire Chief, the Director of Corporate Support Services /designate and a representative of the Human Resources Division, or such of them as he/she may deem advisable, shall meet the Grievance Committee to discuss the grievance within eight (8) days of receipt

of the written grievance. The decision of the Chief Administrative Officer shall be given in writing within five (5) days of the meeting.

6.07 (a) - Stage 3 - If the decision of the Chief Administrative Officer is unsatisfactory to the Association, the Association may, within seven (7) days of the decision, request arbitration as provided in The Fire Protection and Prevention Act. The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.07 (b) - Before the grievance proceeds to arbitration, the Chief Administrative Officer shall submit the written grievance to the General Committee of City Council, for its information. Similarly, the Association shall submit the grievance to a general membership meeting of the Association.

6.08 - In the event that a grievance is of such a nature that it is a question of general application, or in the event that the Corporation has a grievance against the Association, it shall be taken up by the Association or the Corporation, as the case may be, starting at Stage 2.

6.09 - At each stage of the procedure, each party shall notify the other of the persons it plans to have in attendance.

6.10 - At any stage of the procedure, including arbitration, either party shall have the privilege of supplementing the written grievance by oral statement, and either party may have the assistance of the employee concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the department to view disputed operations and confer with the necessary witnesses. Both parties shall give reasonable prior notice to the other of who will be in attendance and their status at any stage of the grievance procedure.

6.11 - The parties agree that, for the purposes of this collective agreement, the words of the expedited arbitration provisions of the Labour Relations Act, 1995 as amended (Section 49), will be deemed to have been incorporated into this collective agreement. Accordingly and notwithstanding any other provisions of this article (the grievance/arbitration provisions); either party may refer a grievance to expedited arbitration in accordance with the provisions of Section 49. The parties further agree that neither party will raise any jurisdictional or other objection to the application of Section 49 to a grievance under this collective agreement as it pertains to the right to an expedited arbitration. Either party is entitled, however, to raise any objection, with the arbitrator with respect to whether the provisions of Section 49 have been properly utilized in respect of any specific grievance (e.g.: objections with respect to time limits etc.). Such an appointment by the Minister of Labour or his or her designate will be deemed to be a joint appointment in accordance with Section 53 (3) of the Fire Protection and Prevention Act.

6.12 - If any grievance is not submitted or advanced to the next stage of the grievance procedure within the time limits provided, it shall be deemed to be abandoned. The time limits may be extended by mutual agreement.



6.13 - In this Article 6, the time limits shall exclude Saturdays, Sundays, and statutory and declared holidays.

## **ARTICLE 7 - DISCHARGE AND DISCIPLINE**

7.01 - In the case of discharge, a copy of the notice required under The Fire Protection and Prevention Act shall be given to the Association, and the employee discharged shall seek redress in accordance with the Act before being entitled to the provisions of Section 7.02 of this Agreement.

7.02 - A claim by an employee that he/she has been unjustly discharged or disciplined shall be recognized as a grievance. A grievance under this Section must be submitted in writing to the Director of Corporate Support Services within seven (7) days of the date of discharge or discipline, and shall be dealt with at Stage 2 in the event of discipline, or at Stage 3 in the event of discharge, and the balance of the grievance procedure.

Such special grievance may be settled by confirming the action of the Corporation, or by reinstating the employee with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitrator.

7.03 - An employee who is alleged to have failed to perform his/her duty or to have committed an offence against the Rules and Regulations or the standards of the Department shall have the allegation stated to him/her in full by his/her superior officer. The employee against whom the allegation is made may have present a member of the Grievance Committee if he/she so desires and he/she shall be informed of that right; and further he/she shall have full opportunity to answer the allegations made against him.

- (a) Whenever the Chief or any other Management Personnel calls a Member to a meeting involving disciplinary action or potential disciplinary action, the Member is entitled to have the right of representation from the Association.
- (b) It is understood that the holding of the meeting is not a bar to the Member who is the subject of the discussion being relieved of duty prior to the disciplinary discussion.
- (c) Copies of any correspondence to the Member arising from any such meeting shall be forwarded to the Association.

7.04 - After twenty-four (24) months, any letter of warning for inadequate performance, tardiness or non-attendance shall not be used against any employee if there has been no recurrence in that period.

7.05 - After twenty-four (24) months any letter of warning for inadequate performance, tardiness, non-attendance, or other disciplinary matter be removed from their personnel file, provided that there has been no recurrence of that or a similar incident in the intervening period. When the Corporation removes the letter of warning from the employee's file, such letter will not be used against the employee. The Corporation's decision shall be neither arbitrary nor discriminatory.

7.06 - The Corporation shall notify the Association, in writing, of all discharge and discipline cases as soon as possible but within two (2) working days for cases of discharge and four (4) working days for cases of discipline.

## **ARTICLE 8 - SENIORITY**

8.01 - For the purpose of layoff, discharge and promotion as outlined in this article, seniority shall be defined as the length of continuous service of an employee in the Fire Department of the City of St. Catharines.

8.02 - The Corporation shall prepare and post copies of the seniority lists once a year on February 1<sup>st</sup>.

8.03 - Seniority rights shall cease and employment shall terminate for the following reasons:

- (a) If an employee resigns or retires;
- (b) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his/her last known address on the Corporation records to report for work, and does not give a satisfactory reason;
- (c) When the leave of absence granted under Section 18.04 expires;
- (d) If the employee is discharged for cause and discharge is not reversed through the provisions of the Complaint and Grievance procedure;
- (e) If the employee has completed less than three (3) years of service and is laid off for eighteen (18) consecutive months without recall;
- (f) If the employee has completed three (3) or more years of service and is laid off for thirty-six (36) consecutive months without recall.

8.04 (a) - The Corporation acknowledges that it is in the interests of all concerned to have vacancies filled at the earliest practical date. For its part, the Association acknowledges that the critical nature of the service requires the utmost care in selecting candidates to fill vacancies. On this understanding, the Corporation agrees that if it appears that the filling of a vacancy will be delayed more than sixty (60) days from the creation of the vacancy, the Fire Chief will advise the Bargaining Committee of the reasons for the delay.

8.04 (b) - Promotions shall normally be made from within the Department, by selection by the Fire Chief from among the candidates selected under the policy and procedures set down in the Rules and Regulations of the Department. When candidates are relatively equal based on all factors set down in the promotional policy, seniority shall govern.

8.04 (c) - All promotions, other than those outlined in Article 8.04(d), shall be subject to a probationary period of not more than twelve (12) months during which the promotion

may be reversed at the discretion of the Fire Chief, provided that this discretion shall not be exercised in an arbitrary or discriminatory manner. The period of probation shall be extended by the length of absence for sick leave, discipline, and/or compensable injury which occurred while on duty with the Corporation or other employer if in excess of four (4) consecutive tours of duty, excluding vacation and paid holiday.

8.04 (d) - All promotions, from probationer to First Class Fire Fighter, shall be subject to a probationary period of not more than twelve (12) months. The promotion may be reversed at the discretion of the Fire Chief, provided that this discretion shall not be exercised in an arbitrary or discriminatory manner. The period of probation shall be extended by the length of absence for sick leave, discipline, and/or compensable injury which occurred while on duty for the Corporation or other employer if in excess of four (4) consecutive tours of duty, excluding vacation and paid holidays.

- (i) If the probationary period is extended by three (3) months or less, as per Article 8.04 (d), the employee will be allowed to write his/her exams on the completion of his/her full twelve (12) months of service and, if successful, will have full retroactivity on his/her salary and on his/her anniversary date. If he/she is unsuccessful in his/her exams, he/she will be allowed a second chance to write three (3) months later. Should the individual be successful there will be no retroactivity on pay and his/her anniversary date will be adjusted to the date on which he/she successfully completed his/her exam. Should the individual be unsuccessful, he/she will have to wait until the next anniversary of his/her promotion in order to write again.
- (ii) If the probationary period is extended by more than three (3) months, as per Article 8.04(d), the employee will be allowed to write his/her exams on completion of his/her full twelve (12) months of service and if successful, will not have retroactivity on his/her pay and his/her anniversary date will be adjusted to the date on which he/she successfully completed his/her exam. Should the individual be unsuccessful, he/she will be allowed a second chance to write three (3) months later. If he/she is successful, there will be no retroactivity on pay and his/her anniversary date will be adjusted to the date on which he/she successfully completed the exam. Should the individual be unsuccessful, he/she will have to wait until the next anniversary of his/her promotion to write again.

8.04 (e) - In the event of a reduction in the work force, the employee in the classification to be reduced who has the least seniority with the Fire Department shall be laid off. If he/she has previously performed satisfactorily the duties of another classification, he/she shall be given the opportunity of displacing the junior employee in that classification, provided that he/she can perform satisfactorily the current duties of that classification.

The most senior employee able to perform the available job shall be the first recalled, and the following in a like manner.

8.05 - Without restricting its right to determine the methods by which municipal services are to be provided, the planned cessation of operations, or local government re-organization resulting from a decision of the Corporation makes it necessary to displace employees with more than one (1) year's seniority, no such employee shall be laid off or

have his/her employment terminated, unless he/she has had notice of termination of a minimum of six (6) months. Should termination occur under this Section, a severance allowance shall be paid in an amount which shall equal two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

## **ARTICLE 9 - HOURS OF WORK**

9.01 - The hours that Fire Fighters shall be required to work shall not exceed forty-two (42) hours per week on the average, and shall be performed in accordance with the following repeating schedule with prior notice to the Association:

- (a) For fire suppression personnel assigned to platoons, a day shift of ten (10) hours per day for four (4) consecutive days followed by four (4) consecutive days off duty, followed by a night shift of fourteen (14) hours per night for four (4) consecutive nights followed by four (4) consecutive nights off duty.
- (b) For non fire suppression personnel according to such schedules as may be established by the Fire Chief in accordance with the requirements of the service and the schedules shall not be arbitrary nor discriminatory.

9.02 - It is understood that nothing in the above schedule of hours of work will prevent an officer of the rank of Platoon Chief and equivalent and above from granting the request of any two men to exchange shifts on days off.

9.03 – The Fire Chief may alter the work schedule of Fire Fighters to accommodate training with the agreement of the employee and the Association. The Association must have just cause to withhold agreement

## **ARTICLE 10 - SALARIES**

10.01 - During the term of this Agreement, the scale of salaries paid to the Fire Fighters shall be in accordance with Schedule "A" which is attached to and forms part of this Agreement. Such salaries will be paid every two (2) weeks on Thursday except when such day is a holiday, and then on the next preceding business day and the scale of salaries shall be effective on the dates indicated.

The differentials in the rate over that of a First Class Fire Fighter shall be:

|                                    |     |
|------------------------------------|-----|
| Platoon Chief                      | 27% |
| Chief Fire Prevention Officer      | 27% |
| Chief Training Officer             | 27% |
| Divisional Chief of Communications | 27% |
| Senior Captain                     | 21% |
| Fire Prevention Officer            | 18% |
| Captain                            | 15% |
| Instructor                         | 15% |
| Senior Inspector                   | 8%  |

10.02 – Effective January 1, 2010 a Fire Fighter who has qualified to be in charge of a pumper crew, and who is authorized to, and who does act in charge in the absence of a Captain, shall be paid the rate of pay of a Captain for all time in which he/she so acts.

10.03 - Employees remaining on duty past their regular shift relief time in excess of one-half ( $\frac{1}{2}$ ) hour shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay for each hour or part thereof, and the first half ( $\frac{1}{2}$ ) hour will then be calculated in the time.

10.04 – Effective January 1, 2010 an officer designated by the Fire Chief or his/her duly authorized delegate to act as Platoon Chief or as Captain shall be paid at the rate for the rank in which he/she so acts for all hours in which he/she so acts; and there shall be a Platoon Chief and a Captain, or an officer designated as such, for each shift.

10.05 – Effective January 1, 2010 employees who are off duty who are called in to supplement personnel on the fire-ground will be paid a minimum of three (3) hours at the rate of one and one-half ( $\frac{1}{2}$ ) times the employee's regular hourly rate. All hours in excess of three (3) hours will be compensated at one and one half times his/her regular hourly rate of pay.

10.06 - A Fire Fighter, who at the request of the Corporation, on his/her scheduled day off works, shall be paid at the rate of one and one half times his/her regular hourly rate for all hours or part thereof so worked or such higher rate as may be applicable.

10.07 - An officer designated by the Fire Chief or his/her duly authorized delegate to act as the Chief Fire Prevention Officer shall be paid at the rate of the Chief Fire Prevention Officer for each eight (8) hour day in which he/she so acts.

10.08 - A Communicator working the shifts as described in Schedule "C" who, at the request of the Corporation, on his/her scheduled day off is called in to work, shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times his/her regular hourly rate for all hours worked, or part thereof so worked. Relief Communicators are governed by language set out in Schedule "C".

10.09 - A Fire Fighter who has qualified to train (e.g. such areas as: first aid, CPR, defibrillator, driving instructor, hazmat, high angle, etc) shall be paid the rate of Instructor for all hours or part hours he/she instructs.

#### 10.10 – Recognition Pay

Recognition pay is calculated on the base rate of a 1<sup>st</sup> Class Fire Fighter rate for all ranks and shall be initiated January 1, of the year the member attains 8, 17 and 23 years of service.

Recognition pay for Fire Fighters (which includes all ranks within the Association) at 1<sup>st</sup> Class Fire Fighter rate, as indicated below:

- 3% after 8 years of service is attained and until 17 years of service is attained.
- 6% after 17 years of service is attained and until 23 years of service is attained.
- 9% after 23 years of service is attained and thereafter.

The 1<sup>st</sup> Class Fire Fighter dollar value will be added to the salary for all other ranks within the Association as applicable in Schedules "A" and "B" of this agreement.

The recognition pay shall form part of the base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation, pension contributions, sick leave pay etc. Fire Fighters who have completed eight (8), seventeen (17) or twenty-three (23) years of service with the St. Catharines Fire Services shall receive the recognition pay, as identified above.

It is understood that payments made pursuant to this article will commence on January 1<sup>st</sup> of the year the member completes his/her year of service.

## **ARTICLE 11 - SICK LEAVE**

11.01 - All employees off duty as a result of an accident or an occupational illness incurred in the performance of their duties shall be provided with hospitalization and medical care in accordance with the Workplace Safety & Insurance Act, and full salary during such period off duty for the first eight (8) tours of duty.

After the first eight (8) tours of duty, employees shall receive full salary but one-quarter (1/4) day will be deducted from their accumulated sick leave until the sick bank is depleted for each day they are off on compensation benefits.

11.02 - Each Fire Fighter shall be credited with one and one-half (1 ½ ) days of sick leave credit, cumulative to a maximum of three hundred and sixty (360) days, for each month of unbroken service.

For purposes of this Article, service shall be considered broken, and no credit given, if the employee fails to work all of his/her scheduled working days in the month, unless his/her absence is caused by:

- (a) accident occurring while on duty with the Corporation;
- (b) illness for which he/she is entitled to paid sick leave; however, if he/she is entitled to less than ten (10) days paid sick leave, and he/she exhausts this entitlement, no credit shall be given for that month;
- (c) authorized leave of absence not in excess of ten (10) working days within the month;
- (d) paid vacation or paid holidays, as provided for in the Agreement.

Accumulated credits shall be cancelled upon termination of employment.

11.03 - A Fire Fighter who has completed six (6) consecutive calendar months of employment, or who has accumulated six (6) days credit, whichever occurs later, and who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident, shall be paid his/her standard daily wages for each day of absence so caused to the extent of his/her accumulated credits, and his/her accumulated credits shall be reduced by the number of days, or part days, for which he/she is so paid.

The benefits of this Section shall not be available to an employee for time lost as a result of employment with another employer.

11.04 - There shall be paid to

- (a) an employee who retires under the provisions of any pension or compulsory retirement by-law of the City, or
- (b) the beneficiary, as designated in the group life insurance provided under Section 12.03, of any employee who dies while in the service of the Corporation, or
- (c) an employee on termination of employment, who has at the date of termination five (5) or more years of service with the Corporation,

a sick leave gratuity amounting to one-half (½) of the sick leave standing to his/her credit at the rate of the employee's standard daily wage at the time of retirement, or death, or termination, as applicable, subject to a maximum of six (6) months' earnings.

11.05 - For purposes of this Article

- (a) "non-compensable accident" shall be deemed to mean
  - (1) an accident suffered on the job for which compensation in lieu of wages is not received from The Workplace Safety and Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and
  - (2) an accident suffered other than while at work; and
- (b) the "standard daily wage" shall be the bi-weekly salary rate in accordance with Schedule "A" and Schedule "B", divided by seven (7) in the case of shift personnel and Communicators, and by ten (10) in the case of maintenance and inspection personnel.

11.06 (a) - An employee who is absent on sick leave when his/her scheduled vacation arrives shall be entitled to substitute vacation for sick leave. This may be done at the discretion of the employee and it is not reversible.

11.06 (b) - If an employee is unable to use his/her vacation due to sick leave, he/she shall transfer his/her unused vacation days to his/her sick bank prior to the end of the year.

11.07 - An employee incapacitated by illness or injury while on vacation shall, on the production of evidence satisfactory to the Corporation, have his/her lost vacation time reinstated and the time charged against his/her sick leave credits.

Should the schedule of vacations not permit such reinstatement by the end of the calendar year, he/she shall substitute vacation for sick leave as in Section 11.06 (b).

11.08 - An employee absent on Workers' Compensation when his/her scheduled vacation arrives and who is unable to re-schedule his/her vacation in the vacation year because of the operational requirements of the Fire Department, shall have the option of either taking his/her vacation in pay, or transferring his/her vacation entitlements into his/her sick leave bank.

11.09 - Whenever the Corporation requires an employee to produce a medical certificate, the Corporation will reimburse, to a maximum of \$50.00, for such a certificate, provided a receipt from the physician accompanies such certificate.

## **ARTICLE 12 - WELFARE PLAN**

12.01 - The Corporation will contribute one hundred per cent (100%) of the cost of the Employer Health Tax and one hundred per cent (100%) of the cost of the Green Shield supplementary coverage for semi-private hospital accommodation, if desired by the employee, for each Fire Fighter and his/her dependents as defined by the plans.

12.02 - The employee is responsible for promptly informing the Corporation of any change in the employee's eligibility or that of his/her dependents for coverage under the insurance plans, and any excess premiums paid on behalf of the employee shall be recoverable from the employee in the event of his/her neglect to so inform the Corporation.

A Fire Fighter covered by the welfare plan is subject to co-ordination of benefit payments where an employee or spouse has coverage under more than one benefit plan. The Fire Fighter agrees to disclose any benefit coverage by which he/she or his/her spouse is covered that duplicates the coverage of this plan.

12.03 - The Corporation will provide by contract with an insurer licensed under the Insurance Act, compulsory group life insurance for the Fire Fighters, except Probationers, in an amount two (2) times the basic annual salary, to the nearest \$500.00, with accidental death and dismemberment rider, and the Corporation will contribute one hundred per cent (100%) of the amount of the premiums for the insurance on the life of each Fire Fighter. Coverage shall normally be adjusted effective on the first day of the month following a permanent increase in salary, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the Terms of Settlement.

12.04 - The Corporation will provide a prescription drug plan under the Green Shield Plan (Drug Formulary 3 which excludes over the counter products and drugs and provides automatic generic substitution of drugs where there is no difference in therapeutic value or unless "no substitution" is specified by the employee's physician) with a deductible of \$10.00 single / \$20.00 family and a dispensing fee cap of \$8.00 per prescription. The Corporation shall contribute 100% of the amount of the premiums. This plan shall be obligatory for new employees. The \$10 single / \$20 family deductible will be effective January 1, 2002.

12.05 (a) - By-law No. 5785, relating to supplemental retirement allowances, as amended to date, shall not be further amended as affecting the members of the bargaining unit without the agreement of the Association.



The parties agree that By-law No. 5785 shall be amended to provide that, for Fire Fighters, the allowance to be paid at age sixty (60) and up to and including the month in which the retiree's sixty-fifth (65th) birthday occurs, shall be calculated at the rate of one and three quarters per cent (1 3/4%) of the average salary stated in the said By-law.

12.05 (b) - The Corporation shall enter into an agreement with the Ontario Municipal Employees Retirement Board for the provision of a Type II Supplement, based on the sixty (60) consecutive months ending December 31st, 1979.

12.05 (c) - The Corporation shall enter into an Agreement with the Ontario Municipal Employees' Retirement Board for the provision of a Type I Supplement.

12.06 - An employee shall, on proceeding on normal retirement or retirement under the OMERS 85 Factor, be provided without charge, with a paid-up life insurance policy in the amount of six thousand dollars (\$6,000.00). Retirees continuing insurance under the provisions of earlier Agreements may continue to do so.

12.07 - In consideration of the special situation with respect to health insurance benefits created by retirement at age sixty (60) or retirement under any unreduced OMERS Pension Plan, the Corporation agrees to pay, until the age of sixty-five (65), the premium cost negotiated from time to time with the Association:

- (a) Green Shield Supplementary coverage for semi-private hospital accommodation;
- (b) Prescription Drug Plan;
- (c) Green Shield Dental Plan;
- (d) Green Shield Vision Benefit - \$200 every 24 months for prescription eye glasses or medically necessary contact lenses. The Green Shield Vision Benefit will be provided to all current retirees until age 65.

These undertakings shall be subject to the Corporation's authority under the laws of the Province of Ontario to make such an agreement.

12.08 (a) (i) - The Corporation shall provide the Fire Fighters, and their eligible dependents, with dental care insurance under Green Shield Dental Plan, or, with the consent of the Association, its equivalent, based on the one (1) year lag for the Ontario Dental Association schedule of fees, with preventive oral recall examinations and preventive recall services occurring once every six (6) months for children under eighteen(18) years of age and nine (9) months for all others, and the premium costs shall be paid by the Corporation.

12.08 (a) (ii) - The Corporation will provide the Fire Fighters and their eligible dependents with Green Shield Dental coverage for complete and/or partial dentures and adjustments, cost shared 50/50 with the City's maximum lifetime contribution being \$2,000.00 per eligible person, meaning a maximum claim of \$4,000.00 per insured, and orthodontic services, crowning, capping and bridgework, as provided by Green Shield, 50/50 co-insured to a maximum of \$2,000.00 lifetime per eligible person, meaning a maximum claim of \$4,000.00 per insured.

12.08 (b) - Probationers and their eligible dependents shall be provided with dental care insurance under the Green Shield Dental Plan following three (3) months' service, and the premium costs shall be paid by the Corporation.

12.09 - The Corporation shall provide each Fire Fighter and his/her eligible dependents with the Green Shield extended health benefits as follows with 100% of the premiums paid by the Corporation:

- Vision Care - \$350 every 24 months for prescription eye glasses or medically necessary contact lenses.
- Eye examinations performed by a registered, licensed Optometrist or Physician limited to one exam every 24 months up to a maximum of \$60.00.
- Physiotherapist (services of a licensed physiotherapist) - \$30.00 per visit from the first visit up to a maximum of \$300 per year.
- Massage Therapist (services of a licensed massage therapist) - \$30.00 per visit from the first visit up to a maximum of \$500 per year.
- Chiropractor - \$30.00 per visit from the first visit up to a maximum of \$300 per year.

12.10 - The Corporation may at any time substitute another carrier for any of the benefits in Article 12, provided that the benefits conferred thereby are not in total decreased, and there is no increase in the premium cost to an employee. Such substitution will not occur in less than sixty (60) days' notice to the Association, during which time the parties shall meet to discuss the proposed changes.

12.11 - In consideration of benefits granted under this Agreement, the Association relinquishes the right of the employees to their share of the reduction in premium for Unemployment Insurance.

12.12 - The benefits as listed in Articles 12.01, 12.04, 12.08(a) and 12.09 will be covered for spouse and dependent children, as defined by the carrier, for a period of eighteen (18) months after the death of an employee, or until the end of the month in which the deceased employee would have reached the age of 65, or the surviving spouse reaches the age of 65, whichever occurs first.

12.13 - Should a full-time Fire Fighter be killed in the line of duty, or die through injuries received in the line of duty, as recognized by the Workplace Safety and Insurance Board, his/her widow will receive a supplementary income in addition to any widows income due to him/her under the pension plan, Canada Pension Plan and Workers' Compensation of up to 90% of his/her salary at the date of death. Such supplementary income will be paid to the widow until such date that the Fire Fighter would have reached his/her normal retirement date, or until he/she re-marries, whichever first occurs (where there is no spouse, payment of such supplementary income for dependent children will continue until the day they reach twenty-one (21) years of age).

12.14 - Changes to benefit coverage will take effect the first day of the next month following any changes in contracts or personal coverage.

12.15 – Any member who is off duty on Long Term Disability (LTD) will maintain his/her full benefit coverage with the Corporation until the age of 60. The Association is to advise the Corporation when a member commences, or leaves, the Long Term Disability plan.

## ARTICLE 13 - VACATIONS AND PAID HOLIDAYS

### 13.01 (a) –

- (1) Years of service for vacation purposes shall be calculated as of December 31st of the calendar year.
- (2) For vacation purposes, "Division Policy" refers to the method of selecting vacations in that division as agreed to by a majority of that division's members, subject to the approval of the Fire Chief.

### 13.01 (b) –

- (1) for Fire Fighters whose hours of work are scheduled under Section 9.01(a), a week of vacation shall comprise four (4) consecutive shifts of either day or night duty; and
- (2) for all other Fire Fighters, a week of vacation shall comprise seven (7) consecutive calendar days, commencing on Sunday.
- (3) For Communicators whose hours of work are under Schedule "C", a week of vacation shall comprise four (4) consecutive shifts of either day or night duty.

13.02 - All Fire Fighters with one (1) year's service but less than four (4) years' service shall be entitled to two (2) weeks' vacation annually.

13.03 - All Fire Fighters with four (4) years' service but less than ten (10) years' service shall be entitled to three (3) weeks' vacation annually.

13.04 - All Fire Fighters with ten (10) years' service but less than eighteen (18) years' service shall be entitled to four (4) weeks' vacation annually.

13.05 - All Fire Fighters with eighteen (18) years' service but less than twenty-five (25) years' service shall be entitled to five (5) weeks' vacation annually.

13.06 - All Fire Fighters with twenty-five (25) years' service, and over shall be entitled to six (6) weeks' vacation annually.

13.07 - The schedule of vacations and statutory holidays shall be prepared and posted by November 15th of each year for the following calendar year.

13.08 - A Fire Fighter who leaves the service of the Corporation:

- (a) before July 1<sup>st</sup>, shall receive one-half (1/2) of his/her vacation entitlement for the year, or pay in lieu thereof;
- (b) on or after July 1<sup>st</sup>, shall receive his/her entire vacation entitlement for the year, or pay in lieu thereof;

- (c) as a result of retirement with an unreduced OMERS pension, shall receive his/her entire vacation entitlement for the year, or pay in lieu thereof;

save that an employee who gives less than two (2) weeks' notice of resignation shall forfeit the benefits of Section 13.08.

## **ARTICLE 14 - STATUTORY HOLIDAYS**

14.01 (a) - In lieu of statutory holidays, each Fire Fighter whose hours of work are scheduled under the provisions of Section 9.01 (a) and Section 22.01 shall receive thirteen (13) working days off during each year, subject to the requirements of the operations of the Department. Employees incapacitated by illness or injury while off on a scheduled lieu day will not have their sick bank charged.

14.01 (b) - An employee who leaves the Corporation prior to the actual statutory holiday as outlined in Article 14.02 shall forfeit entitlement to these days. An employee who leaves after the actual statutory holiday as outlined in Article 14.02 and who had not used a lieu day in its stead shall be paid for this day.

14.02 - All other Fire Fighters shall receive the following days as paid holidays unless scheduled to work, in which event they shall receive a day off in lieu, as approved by the Fire Chief.

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

A floater holiday shall also be provided in the latter half of the year.

14.03 - In the year in which Heritage Day or equivalent holiday is first observed officially, it shall be included as a paid holiday, and the number of days in lieu, under Section 14.01 shall become thirteen (13).

## **ARTICLE 15 - GENERAL**

15.01 - The issuance of clothing shall be as set out in Schedule "E" which is attached to and forms part of this Agreement.

It is understood that tenders for uniforms will be called within 30 days of ratification of the annual operating budget by Council each year provided that this Section 15.01 is not the subject of negotiations for the year. If Section 15.01 is the subject of negotiations, tenders shall be called by the agreed date for the clothing entitlement specified in the Collective Agreement for the preceding year.

The Content of Schedule "E" will be periodically amended through discussions and agreement between the Corporation and the Association.

15.02 - All Fire Fighters will be supplied with protective clothing for fire fighting duty, consisting of one (1) helmet, protective coat, protective bunker pants that are compatible with coat, fire fighting boots that are compatible with bunker pants and protective gloves and all other equipment as determined by the Fire Chief. All of the above mentioned equipment must meet or exceed appropriate standards. All equipment will be replaced on an "as needed" basis.

15.03 - The Corporation will make an annual payment of up to one hundred dollars (\$100.00) to each member of the Fire Prevention Branch who is required by law to wear CSA-approved safety footwear, and to the Chief Training Officer, Instructor, Communications Technician and Inspector and, who wears such footwear and submits the appropriate sales slip.

15.04 - The Corporation will deduct from each payroll the amount of dues to the Association as advised from time to time by the Secretary of the Association, provided that the Association will provide a properly signed authorization card for each such deduction. No partial deduction or deductions for monies in arrears will be made, and any deductions made in error by the Corporation will be refunded by the Association. All sums deducted will be remitted by cheque to the Treasurer of the Association before the end of the month.

The Corporation will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Association of any and all responsibility and/or liability for deducting or failure to deduct monies owed to the Association if directed by the courts to do otherwise.

15.05 - The Corporation shall pay for hours spent in attendance at a course of instruction required of the employee.

15.06 – The Corporation agrees to provide a printed copy of the Association's Agreement to each employee.

15.07 - Should the Corporation merge, amalgamate, or combine any of its operations or functions with, or transfer them to, another municipality, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels for each employee of the Corporation who thus becomes an employee of such other municipality.

15.08 - In the interest of the public, and in order to ensure the welfare of each Fire Fighter, and to ensure that his/her health will not be endangered by the strenuous efforts that result from fighting fires, each Fire Fighter agrees to have a complete physical examination, as defined and covered by The Ministry of Health (Ontario), completed by the physician of his/her choice.

The employee will have this examination at least every eighteen (18) months and will advise the Corporation, in writing, that he/she has done so. The Corporation will not be responsible for any costs incurred for the examination.

15.09 - Leave for reasons of pregnancy shall be provided in accordance with the terms of the Employment Standards Act.

## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

16.01 (a) - At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting the employment status of Fire Fighters, the Corporation shall, by written notice, furnish the Association with the 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; the location or locations involved.

16.01 (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 Fire Fighter then in the Corporation's employ.

16.01 (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 Fire Fighter then in the Corporation's employ.

16.01 (d) - If, within fifteen (15) days after disclosure by the Corporation to the Association of the effects of the change or changes on any Fire Fighter, agreement has not been reached on the issue of the employment status of any Fire Fighter affected, (other than a probationary Fire Fighter) either party may submit that outstanding issue to a board of arbitration which shall be constituted in the manner provided for by Section 53 of The Fire Protection & Prevention Act, S.O. 1997 c.4, as amended. The time limits provided in Section 53 shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue concerning the employment status of any affected Fire Fighter other than a probationary Fire Fighter.

16.01 (e) - No change shall be made in the employment status of any affected Fire Fighter then in the Corporation's employ (other than a probationary Fire Fighter) consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiations, or the Board of Arbitration constituted hereunder has issued its award.

## **ARTICLE 17 - CONTRACTING OUT**

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

## **ARTICLE 18 - LEAVE OF ABSENCE**

18.01 - The President and one (1) member of the Association shall be granted leave of absence without pay as may be necessary for the proper performance of the duties of their office insofar as the regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.

18.02 - The Bargaining Committee members shall suffer no loss of earnings for the time required to meet with the Corporation for negotiations.

18.03 - The Grievance Committee members shall suffer no loss of earnings for the time required to investigate grievances and meet with the Corporation on the processing of grievances.

18.04 - A Fire Fighter who is absent from duty because of non-occupational accident or sickness and who provides satisfactory evidence of disability shall be granted leave of absence for the duration of his/her paid sick leave entitlement or one (1) year, whichever is the greater, and his/her pay shall be in accordance with the provisions of Article 11.02 and not to be pyramided.

18.05 - A Fire Fighter who has been absent from duty under the Workplace Safety & Insurance Act shall be granted leave of absence for the duration of such disability or until he/she has been granted an award for permanent disability by the Board, and his/her pay shall be in accordance with the provisions of Section 11.01.

A Fire Fighter on temporary disability in excess of one (1) year, who is pronounced fit for duty by a competent medical authority acceptable to the Corporation, may return to duty if his/her length of service at the commencement of his/her leave was greater than that of the junior Fire Fighter at the time of the proposed return, provided he/she gives thirty (30) days' prior notice.

18.06 - A member of the Economic Policy Committee shall suffer no loss of earnings to attend meetings in his/her role as Committeeman. It is understood that a Committeeman will not leave his/her work without the permission of the officer in charge and the time so used shall not be unreasonable.

18.07 - A Fire Fighter who has been absent from duty due to a compensable accident which occurred while working for another employer, other than the Corporation, shall not be entitled to Green Shield, including hospital, drugs, dental, and vacation entitlement shall be pro-rated.

In addition, lieu day entitlement will be limited to those days accumulated while on duty. Employees will have the option of reimbursing the Corporation for the continued coverage of any or all of the above benefits with the exception of vacation entitlement.

## **ARTICLE 19 - COMPASSIONATE LEAVE**

19.01 - A Fire Fighter shall be granted paid leave of absence of

- (a) (i) up to four (4) consecutive days on the death of a spouse or son or daughter dependent child or common-law spouse, to include the date of the funeral; and
- (ii) up to three (3) consecutive days on the death of other immediate relatives, which shall mean his/her father, mother, sister, brother, father-in-law, mother-in-law, son-in-law and daughter-in-law, grandchild, such days must include the day of the funeral and may extend to the day following the funeral;

- (b) and one (1) day to attend the funeral of a brother-in-law, sister-in-law, or a grandparent of employee or spouse.
- (c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, upon an employee's request, the Chief, on consultation with the Director of Corporate Support Services, may grant additional paid bereavement leave.

The parent/child relationship shall include one which is adoptive.

## **ARTICLE 20 - COURT DUTY**

20.01 (a) - A Fire Fighter subpoenaed to appear as a witness in court shall absent himself only to such extent as is necessary to perform such duty.

In accordance with this understanding, he/she shall be paid for such absence at his/her standard rate of pay, provided that he/she pays over to the Corporation his/her witness fees, excluding any meal or mileage allowances.

20.01 (b) – Effective January 1, 2010 a Fire Fighter required to appear in court during his/her off-duty hours as a result of his/her employment as a Fire Fighter shall be paid for the time so spent, at the rate of one and one half times his/her regular hourly rate of pay with a minimum of three (3) hours, provided that he/she pays over to the Corporation his/her witness fees, excluding any meal or mileage allowances.

## **ARTICLE 21 - PROMOTIONS**

21.01 - Promotion from Probationer to First Class Fire Fighter shall be based on skill, knowledge and ability as determined by the Corporation.

21.02 - In determining a Fire Fighter's seniority for promotion purposes, it shall be calculated from the date of entry or re-entry into the Department, except on re-entry after accident when employed by the Corporation or illness, when it shall be from the date of original entry.

(a) - Promotions within the Department above the rank of First Class Fire Fighter shall be in accordance with the Promotional Policy of the Department dated September 28, 2000 as agreed to by the parties and amended from time to time by mutual agreement.

21.03 (b) - Employees who have been appointed pursuant to the provisions of the promotional policy of the Department, shall be subject to a probationary period of twelve (12) months and who fail within this period to meet the requirements of the position they were appointed to, shall return to their former position.

21.03 (c) - Employees who have been appointed pursuant to the provisions of the promotional policy of the Department, shall have a six (6) month period to decide to return to their previously held position unless the position has been filled in the interim, then the next vacant position.



21.04 - Employees covered by this Collective Agreement shall not be seconded into different positions without the agreement of the employee and the Association. The Association must have just cause to deny any employee's right to accept the secondment.

## **ARTICLE 22 - ALARM OPERATIONS**

22.01 - It is mutually understood and agreed by the parties hereto that the work of dispatching shall be carried out by Communicators who shall be:

- (a) required to work a forty-two (42) hour week on the average in accordance with the schedule shown as Schedule "D" which is attached to and forms part of this Agreement;
- (b) paid an annual salary, at the same times and in the same manner as Fire Fighters, at a rate in accordance with Schedule "B" and "C" which is attached to and forms part of this Agreement;

and the provisions of this Agreement shall apply to such Communicators save and except the provisions of Article 9, Article 10.01, Article 10.03, 10.07 and Article 15.02.

## **ARTICLE 23 - NEW CLASSIFICATIONS**

23.01 - If the Corporation establishes a new position or classification during the course of this Agreement, the Corporation shall set the classification, the pay rate, the uniform issue, the hours of work and all other working conditions and notify the Association of the particulars within ten (10) days.

The Association may request a meeting to negotiate and discuss these particulars, which meeting shall be held within ten (10) working days or such other mutually convenient time. If, following such meeting or other meetings as may be agreed upon between the parties, the issues are not resolved, the matter or matters in dispute may be submitted to final and binding arbitration.

For the purposes of this Section, each party shall appoint a nominee to the Board of Arbitration, and the nominees shall attempt to agree on the selection of a Chairman. The provisions of Section 53 of the Fire Protection and Prevention Act shall apply, with necessary modifications.

The Board of Arbitration shall have the authority to hold a final and binding determination on all outstanding issues retroactive to the date of the creation of the new position or classification.

## **ARTICLE 24 - LEGAL SERVICES**

24.01 - Any Fire Fighter charged with an offence under any Statute may have his/her reasonable solicitor's fees reimbursed, upon written application to the City Administrator, when the incident which results in any such criminal or quasi-criminal

charge against the employee arising during the performance of the employee's duties as a Fire Fighter for the Fire Department as an employee of the Corporation of the City of St. Catharines and when the employee, during the course of the incident in question has been acting in the reasonable and proper performance of his/her duties, and in accordance with the general operation, policies and procedures of his/her Department and The Corporation of the City of St. Catharines and following any explicit instructions of his/her superiors. The City of St. Catharines reserves the right to require the employee to have the legal fees charged for such employee's defence, taxed, and the Corporation may nominate legal counsel, for the purpose of effecting such taxation. Notification of payment will be made to the employee.

## **ARTICLE 25 - APPLICATION OF AGREEMENT**

25.01 - The provisions of the wage schedule shall be effective from January 1, 2011 but in no event shall any new or changed provision apply to persons who left the employ of the Corporation within the first sixty (60) days after the expiry of the last Agreement unless the ratification of the new Agreement occurs within the first sixty (60) days after the expiry of the last Agreement; and unless such person left in the course of normal (and including retirement under OMERS 85 factor) or disability retirement or death; and all other provisions which are different from the Agreement which expired December 31, 2010, shall operate from the date of signing of this Agreement, or as soon thereafter as can be arranged.

## **ARTICLE 26 - DURATION**

26.01 - This Agreement shall be deemed to have come into force and take effect as from the first (1<sup>st</sup>) day of January, 2011; and this Agreement shall remain in force and effect until the thirty-first (31<sup>st</sup>) day of December, 2011, and from year to year thereafter unless within a period of not greater than ninety (90) days and not less than sixty (60) days before the expiry date, either party gives sixty (60) days written notice for the termination of the Agreement.

26.02 - In the event of either party desiring or proposing any change or alteration in the Agreement, but not desiring to terminate the Agreement, such party may give to the other party not more than forty-five (45) days and not less than thirty (30) days written notice before the expiry date and both parties shall within sixty (60) days thereafter negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF The Corporation has hereunto caused its Corporate seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by their proper officers hereunto duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF  
ST. CATHARINES

In the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

St. CATHARINES PROFESSIONAL  
FIRE FIGHTERS' ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## SCHEDULE "A"

| Classification                     | 1.50%<br>Annual<br>Effective |            | 0.90%<br>Annual<br>Effective |            | 0.90%<br>Annual<br>Effective |            |
|------------------------------------|------------------------------|------------|------------------------------|------------|------------------------------|------------|
|                                    | Jan 1, 2011                  | Bi-Weekly  | Jul 1, 2011                  | Bi-weekly  | Dec 1, 2011                  | Bi-weekly  |
| Platoon Chief                      | \$103,320.48                 | \$3,973.86 | \$104,250.37                 | \$4,009.63 | \$105,188.62                 | \$4,045.72 |
| Captain (Senior)                   | \$98,439.21                  | \$3,786.12 | \$99,325.16                  | \$3,820.20 | \$100,219.09                 | \$3,854.58 |
| Captain (Junior)                   | \$93,557.92                  | \$3,598.38 | \$94,399.94                  | \$3,630.77 | \$95,249.54                  | \$3,663.44 |
| Fire Fighters:                     |                              |            |                              |            |                              |            |
| 1st Class                          | \$81,354.72                  | \$3,129.03 | \$82,086.91                  | \$3,157.19 | \$82,825.69                  | \$3,185.60 |
| 2nd Class                          | \$73,219.24                  | \$2,816.12 | \$73,878.21                  | \$2,841.47 | \$74,543.11                  | \$2,867.04 |
| 3rd Class                          | \$65,083.77                  | \$2,503.22 | \$65,669.52                  | \$2,525.75 | \$66,260.55                  | \$2,548.48 |
| 4th Class                          | \$58,575.39                  | \$2,252.90 | \$59,102.56                  | \$2,273.18 | \$59,634.49                  | \$2,293.63 |
| Probationer                        | \$52,880.57                  | \$2,033.87 | \$53,356.49                  | \$2,052.17 | \$53,836.70                  | \$2,070.64 |
|                                    |                              |            |                              |            |                              |            |
| Chief Fire Prevention Officer      | \$103,320.48                 | \$3,973.86 | \$104,250.37                 | \$4,009.63 | \$105,188.62                 | \$4,045.72 |
| Fire Prevention Officer            | \$95,998.55                  | \$3,692.25 | \$96,862.53                  | \$3,725.48 | \$97,734.30                  | \$3,759.01 |
| Senior Inspector                   | \$87,863.09                  | \$3,379.35 | \$88,653.86                  | \$3,409.76 | \$89,451.74                  | \$3,440.45 |
| Inspector 1st Class                | \$81,354.72                  | \$3,129.03 | \$82,086.91                  | \$3,157.19 | \$82,825.69                  | \$3,185.60 |
| Inspector 2nd Class                | \$73,219.24                  | \$2,816.12 | \$73,878.21                  | \$2,841.47 | \$74,543.11                  | \$2,867.04 |
| Inspector 3rd Class                | \$65,083.77                  | \$2,503.22 | \$65,669.52                  | \$2,525.75 | \$66,260.55                  | \$2,548.48 |
| Inspector 4th Class                | \$58,575.39                  | \$2,252.90 | \$59,102.56                  | \$2,273.18 | \$59,634.49                  | \$2,293.63 |
| Inspector Probationary             | \$52,880.57                  | \$2,033.87 | \$53,356.49                  | \$2,052.17 | \$53,836.70                  | \$2,070.64 |
| Chief Training Officer             | \$103,320.48                 | \$3,973.86 | \$104,250.37                 | \$4,009.63 | \$105,188.62                 | \$4,045.72 |
| Instructor                         | \$93,557.92                  | \$3,598.38 | \$94,399.94                  | \$3,630.77 | \$95,249.54                  | \$3,663.44 |
| Divisional Chief of Communications | \$103,320.48                 | \$3,973.86 | \$104,250.37                 | \$4,009.63 | \$105,188.62                 | \$4,045.72 |

\*The Inspector Probationary will start at the probationer rate and progress to the First Class Fire Fighter rate. After two year's at the First Class Fire Fighter Rate, he may write for the Inspector's rate as per letter dated December 2, 1998, from James P. Brady of Human Resources

## SCHEDULE "B"

| Classification                             | 1.50%<br>Annual<br>Effective<br>Jan 1, 2011 | Bi-Weekly  | 0.90%<br>Annual<br>Effective<br>Jul 1, 2011 | Bi-weekly  | 0.90%<br>Annual<br>Effective<br>Dec 1, 2011 | Bi-weekly  |
|--|---|------------|---|------------|---|------------|
| Communicators:                             |   |            |   |            |   |            |
| Senior Communicator (10+ years of service) | \$73,219.24                                 | \$2,816.12 | \$73,878.21                                 | \$2,841.47 | \$74,543.11                                 | \$2,867.04 |
| Communicator 1st Class                     | \$69,151.50                                 | \$2,659.67 | \$69,773.87                                 | \$2,683.61 | \$70,401.83                                 | \$2,707.76 |
| Communicator 2nd Class                     | \$63,456.67                                 | \$2,440.64 | \$64,027.78                                 | \$2,462.61 | \$64,604.03                                 | \$2,484.77 |
| Communication 3rd Class                    | \$59,388.94                                 | \$2,284.19 | \$59,923.44                                 | \$2,304.75 | \$60,462.75                                 | \$2,325.49 |
| Communicator Probationary                  | \$54,507.66                                 | \$2,096.45 | \$54,998.23                                 | \$2,115.32 | \$55,493.21                                 | \$2,134.35 |

\* Communicators (with ten or more years of experience) 90% of First Class Fire Fighter Rate

### SCHEDULE "C"

| Classification      | In addition<br>to base pay<br>per Sch A<br>Jan 1, 2011 | Bi-Weekly | In addition<br>to base pay<br>per Sch A<br>Jul 1, 2011 | Bi-weekly | In addition<br>to base pay<br>per Sch A<br>Dec 1, 2011 | Bi-weekly |
|---------------------|--|-----------|--|-----------|--|-----------|
| 8 years of service  | \$2,440.64   | \$93.87   | \$2,462.61   | \$94.72   | \$2,484.77   | \$95.57   |
| 17 years of service | \$4,881.28   | \$187.74  | \$4,925.21   | \$189.43  | \$4,969.54   | \$191.14  |
| 23 years of service | \$7,321.92   | \$281.61  | \$7,387.82   | \$284.15  | \$7,454.31   | \$286.70  |

\* Recognition pay for all classifications in the bargaining unit applicable to a base salary after 8, 17 and 23 years of service.

|                     |    |
|---------------------|----|
| 8 years of service  | 3% |
| 17 years of service | 6% |
| 23 years of service | 9% |

## SCHEDULE "D"

### HOURS OF WORK

### COMMUNICATORS

- C.1 The hours that Communicators shall be required to work shall not exceed forty-two (42) hours per week on the average, and shall be performed in accordance with the following repeating Schedule, unless otherwise scheduled by the Fire Chief for training purposes, with prior notice to the Association:

A day shift of twelve (12) hours per day for four (4) consecutive days followed by four (4) consecutive days off duty, followed by a night shift of twelve (12) hours per night for four (4) consecutive nights followed by four (4) consecutive nights off duty. Communicators (Relief) shall be used as replacement for Communicators absent for vacation, statutory holidays, sickness or any other reason. Communicators (Relief) may have their shift changed at any time. In the event that an Communicators (Relief) is required to change shifts after their regularly scheduled shift begins, he/she will be paid either for all hours worked prior to notification of shift change at a rate of time and one half (1 ½) his/her regular hourly rate, or for a minimum of two (2) hours at time and one half (1 ½) his/her regular rate, whichever is greater.

- C.2 Should circumstances cause a change in the level of manning of the Alarm Room, the routine set out above shall be altered accordingly.
- C.3 The work schedule shall be posted November 15<sup>th</sup> for the following calendar year.
- C.4 If a permanent vacancy arises for a Communicator, the most Senior Communicator (Relief) will have the right to assume this position if he/she so chooses.

## SCHEDULE "E"

### **CLOTHING ISSUE/POINT SYSTEM**

The following is a draft of clothing issue/points system proposal to replace the existing Schedule "D". Issue of clothing and is provided for discussion purposes only.

1. One (1) point is equal to \$1.00.
2. Points/dollars will not exceed the estimated cost of clothing averaged over the previous 4 years period starting in 1997.
3. A list of clothing, maximum clothing issue and points required is as per list "A".
4. The cost of clothing and the Points required to obtain (list "A") will be established every year.
5. The 1 year Total Base Points (list "B") will be adjusted every 4 years beginning in 1997.
6. The 4 year period was selected from the existing Schedule "D" Issue of Clothing.
7. List "B" represents total expenditure per rank over a 4 year period and includes \$31.00/31 points for "clothing as required".

The 1 year total base points are the allocated number of points available per positions per year for a 4-year period.

8. Four (4) year dollar average will include all taxes/alterations/ shoulder flashes/braid/city name printing.
9. Points per item are based on cost of item plus PST.
10. Fire Fighters may carry maximum of 20% of base points if not used into the next year but not beyond.
11. The Corporation and the Association recognize the need for, and agree to, an ongoing review and rationalization of the clothing issue.
12. Nothing contained herein shall prevent the Fire Chief from making exceptions to the foregoing, at his/her sole discretion, for clothing failure in services.
13. In the year of an employee's retirement, he/she shall not receive a uniform issue; nor shall he/she be expected to return to the Corporation any of the uniform clothing in his/her possession as set out in the Collective Agreement.



14. An inspection of uniform clothing will be conducted by designated officers as determined by the Fire Chief to determine the condition and mandatory allotment and such inspection will not be conducted in a discriminatory or arbitrary manner.
15. The unused portion of the budgeted clothing amount will be carried forward but will not exceed 10% of the total budget allocation. The total base points are adjusted every four years and a decision will be made then as to any carry over amounts that are unused.
  - (a) New employees will be issued the following subject to the Corporation's ordering process.
    1. 1 Tunic
    2. 2 Pairs Uniform Trousers
    3. 3 Pairs Lightweight Trousers
    4. Shirts (minimum 2 uniform dress - 1 white)
    5. 1 Uniform Cap
    6. 1 Car Coat
    7. 1 Bomber Jacket
    8. Four (4) T-Shirts
    9. 1 Sweatshirt - ¼-zip

The employee will not receive any points for the 1<sup>st</sup> year but may request to purchase additional items.

- (b) The employee will receive the normal point issue commencing on the 2<sup>nd</sup> year of employment.

## LIST "A"

### CLOTHING ISSUE

#### **CLASS "A"**

Dress Uniform Tunic  
Dress Uniform Trousers  
Dress Uniform Skirt  
White Dress Shirts – Long Sleeve and Short Sleeve  
Uniform Conventional Tie  
Uniform Clip Tie  
Uniform Dress Cap  
Officer Epaulettes

#### **CLASS "B" AND "C"**

Dark Blue Dress Shirts  
White Dress Shirts  
Lightweight Trousers  
Tactical Trousers  
Bermuda Shorts  
Military Sweater  
Winter Car Coat  
Winter Bomber Jacket  
All Season Coat  
Toques

#### **CASUAL "D"**

T-shirts  
Mock Neck T-shirt  
¼ Zip Sweatshirts  
Sweat Pants  
Sweat Shorts  
Ball Caps  
Bush Hat  
Toques  
Bunker Gear Bag

**LIST "B"**

**BUDGET ALLOCATION TOTAL**

| <b>Position</b>               | <b># of points</b> | <b>Point Total</b> | <b>4 Year Total including P.S.T.</b> | <b>Point Total</b> |
|-------------------------------|--------------------|--------------------|--------------------------------------|--------------------|
| Platoon Chief                 | 4                  | 283                | \$1,132.00                           | 286                |
| Chief Training Officer        | 1                  | 283                | \$1,132.00                           | 286                |
| Chief Fire Prevention Officer | 1                  | 283                | \$1,132.00                           | 286                |
| Senior Captain 121%           | 4                  | 234                | \$936.00                             | 238                |
| Fire Prevention Officer       | 1                  | 234                | \$936.00                             | 238                |
| Instructor 115%               | 1                  | 234                | \$936.00                             | 238                |
| Senior Inspector              | 3                  |                    |                                      | 238                |
| Inspectors                    | 2                  |                    |                                      | 238                |
| Captain 115%                  | 25                 | 234                | \$936.00                             | 238                |
| Fire Fighters                 | 132                | 226                | \$904.00                             | 227                |
| Communicators                 | 10                 | 226                | \$904.00                             | 227                |
| Communications Technicians    | 1                  | 226                | \$904.00                             | 227                |

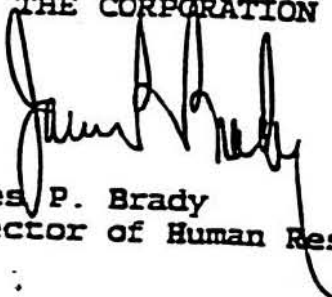
APPENDIX "A"

May 16th, 1995

Terry Colburn, President  
St. Catharines Professional  
Fire Fighters Association  
160 Lakeshore Road  
St. Catharines, Ontario  
L2N 2V1

The Corporation will prepare a vacation and statutory holiday schedule each year for the fire suppression division that allows a minimum of four (4) Fire Fighter personnel to be off on a scheduled vacation and statutory holidays at any time, with a maximum of six (6) to be off on a scheduled vacation and statutory holiday for a total of twelve (12) weeks, January 1st to December 31st.

FOR THE CORPORATION



James P. Brady  
Director of Human Resources

JPB/eh

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

-and-

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The parties are agreed to the implementation of an overtime equalization program with a target date of implementation being January 1, 1996. The program will be reviewed at the request of either party.

Dated at St. Catharines, Ontario, this 18th day of July 1995.

FOR THE CORPORATION

FOR THE ASSOCIATION

  
MAYOR

  
PRESIDENT

  
Deputy CITY CLERK

  
SECRETARY



LETTER OF AGREEMENT  
BETWEEN  
THE CORPORATION OF THE CITY OF ST. CATHARINES  
AND  
ST. CATHARINES PROFESSIONAL FIRE FIGHTERS ASSOCIATION

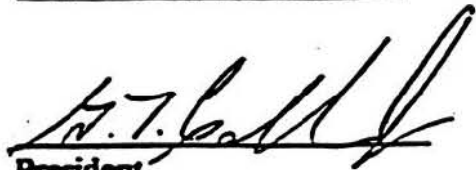
The parties agree that the sick and injury policy that is presently in place, shall not be altered without prior discussion with the Association.

Dated at St. Catharines, Ontario, this 18th day of July, 1995

FOR THE CORPORATION

  
Mayor

FOR THE ASSOCIATION

  
President

  
Deputy City Clerk

  
Secretary



LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

-and-

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

FIRE SUPPRESSION VACATION/HOLIDAY SCHEDULING

1. Officers will be scheduled in the first two (2) columns.
2. Overlap at end of year
  - a) existing year into next year. (e.g. Dec 30th, 31st, Jan 1st, 2nd for 1995 schedule)
  - b) next year into existing year (e.g. Dec 30th, 31st, Jan 1st, 2nd for 1996 schedule)
3. Fire Fighter's schedules prepared and submitted by P.C. for Chief's authorization at his discretion.
4. Tours of Statutory Holidays
  - Tour 1 before May 31st (minimum of four (4))
  - 2 before Sept. 30th (minimum of four (4))
  - 3 before end of schedule (minimum of four (4))

Dated at St. Catharines, Ontario this 18th day of July 1995.

FOR THE CORPORATION

FOR THE ASSOCIATION

  
MAYOR

  
PRESIDENT

  
CITY CLERK

  
SECRETARY



LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

-and-

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

ALARM OPERATOR - WORK SCHEDULE

The Corporation agrees that the alarm room should be operated by two persons, as long as the Corporation continues to dispatch for more than three (3) municipalities.

Notwithstanding the above, the Association agrees that, in the event one of the two persons scheduled to work in the alarm room is unavailable or absent during the shift or part of the shift, the Corporation shall have ultimate discretion to determine if the absent person needs to be replaced.

If the Corporation determines to replace the absent person for the shift or part thereof, the Corporation shall have the following options:

- a) replace with available trained on-duty personnel, save and except for fire suppression personnel;
- b) ..replace with overtime.

In the event that three (3) persons are scheduled to work in the alarm room, the Corporation reserves the right to assign one of the on-duty Alarm Operators to



other duties not related to fire suppression.  
The work schedules and processes agreed to will be reviewed by both parties at the commencement of a year after being instituted. The foregoing is an understanding between both parties reached during a meeting on the 18th day of July, 1995.

FOR THE CORPORATION

  
MAYOR

  
DEPUTY CITY CLERK

FOR THE ASSOCIATION

  
PRESIDENT

  
SECRETARY

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LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ST. CATHARINES

-and-

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

DIRECT DEPOSIT

The Corporation will make Direct Deposit available to each member of the Association to the Financial Institute of his/her choice. The receipt shall be placed in a sealed envelope and delivered to the members. Payment will be deemed to be received once the money has left the Corporation's bank account.

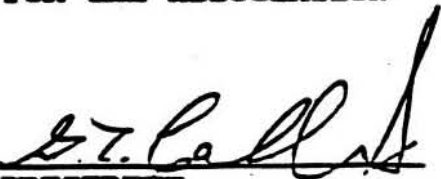
Dated at St. Catharines, Ontario, this 26 day of NOVEMBER 1996.

FOR THE CORPORATION

  
\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
MAYOR

FOR THE ASSOCIATION

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY



LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ST. CATHARINES

-and-

ST. CATHARINES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

Acting Manager Position


Both parties agree to meet and discuss the appointment of an Association Member to an Acting Manager position to fill a temporary vacancy due to a prolonged illness, early retirement or death of a Fire Chief, Assistant Chief or Support Services or the Assistant Chief of Operations.

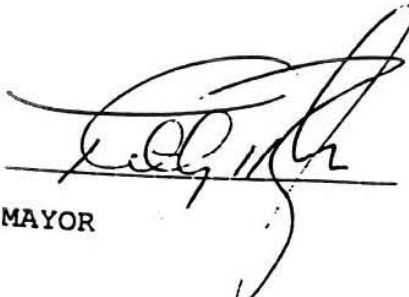
Dated at St. Catharines, Ontario, this 25<sup>th</sup> Day of July 2002.

FOR THE CORPORATION

FOR THE ASSOCIATION

  
CITY CLERK

  
PRESIDENT

  
MAYOR

  
SECRETARY

# LETTER OF AGREEMENT

Between  
The Corporation of the City of St. Catharines  
and  
The St. Catharines Professional Fire Fighters Association

Regarding the rank of Instructor;

Whereas; The St. Catharines Fire Service Promotional Policy has prerequisites for the rank of Instructor which states in part;

"To hold the rank of Lieutenant, or have relevant courses"

and,


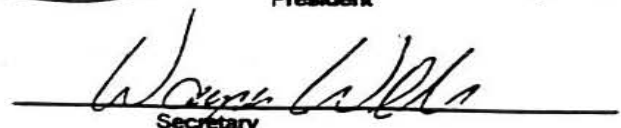
Whereas; It is essential that the rank of Instructor carries at least an equal authority as that of the Station Officers in order to carry out his duties as an Instructor and as such needs to be afforded an equal corresponding rate of pay.

Therefore the parties agree that the Collective Agreement,  
Article 10, (Salaries), 10.01  
be amended to reflect the differential of an Instructor shall to be  
in comparable relationship with that of a Station Officer and the rates set accordingly.

For the Corporation

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Director of Corporate Services

For the Association

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

**Letter of Agreement**

**Between**

**The Corporation of the City of St. Catharines**

**and**

**St. Catharines Professional Fire Fighters Association**

**Non Occupational Modified Work Program  
and Attendance Support and Management Program (ASMP)**

The parties agree that the Corporation's proposed changes to the Attendance Support and Management Program (ASMP), to be implemented by the Corporation by January 31, 2010, resolves grievances: 01-09, 04-09, 09-09 and 11-09 on a without prejudice or precedent basis.

The parties further agree that the Non Occupational Modified Work Program dated January 13, 2010 is acceptable to both parties and resolves Item #14 from the April 20, 2009 memorandum regarding the Interest Arbitration Award dated February 23, 2009.

Signed at City of St. Catharines this 13 day of January 2010

For the City:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_