



AGREEMENT

Between
the

CORPORATION OF
THE CITY OF GUELPH

And the

GUELPH PROFESSIONAL
FIREFIGHTERS'
ASSOCIATION

2018 - 2022

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AGREEMENT

January 1, 2018 to December 31, 2022

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 Protection and Prevention 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 Deputy Chief(s).

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 Deputy Chief(s), the Supervisor of Administration, who is the Administrative Assistant to the Fire Chief and such clerical 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** 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.
- 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.
- 4:03** It is mutually agreed that any member of the Guelph Professional Firefighters Association who may be either a party to or the subject of a Harassment or discrimination complaint, has the right to Union Representation at all stages of the investigation process. The Association will be notified of all complaints, at the time they are received by the City, relating to members of the Association.

Nothing in the City's Workplace Harassment and Discrimination Policy shall alter any right or remedy, available under the collective agreement or under law. Any disciplinary action that may be imposed as a result of an investigation conducted under this procedure will be processed in accordance with the applicable sections of the collective bargaining agreement.

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. **Whenever an employee is on WSIB, any unused vacation in a given year will have no cash value nor will the employee be able to carry unused vacation forward into the next year. There will be no restriction on a vacation slot if required to use vacation at the end of the calendar year.**
- 5:02** (a) Suppression and Alarm room technicians Employees shall be entitled to a leave of absence with remuneration, in the case of sickness or incapacity the equivalent of eighteen (18) hours per month in each year commencing from the date of employment. In addition, the employee shall be entitled to carry over into subsequent years in 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 two hundred and sixteen (216) hours credit shall be reduced by the number of hours during the period of time on which the employee has obtained leave of absence due to sickness or incapacity.
- (b) Suppression employees off on sick leave shall have deducted from their sick bank as follows: One sick day equals twenty-four (24) hours. An employee can book sick in increments of ten (10) hour days and fourteen (14) hour nights. If an employee leaves work sick, the hours absent will be deducted from the employee's sick bank.
- (c) Fire Prevention and Training Divisions will accrue sick leave as defined in 5:02 (a) at fifteen hours (15) hours per month to a maximum of one hundred and eighty (180) hours per year.
- (d) Emergency Vehicle Technicians, will accrue sick leave as defined in 5:02 (a) at twelve hours (12) hours per month to a maximum of one hundred and forty-four (144) hours per year.
- (e) Hours absent due to sickness will be deducted from the employees' sick bank.
- 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 while 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, which is deemed to include self-employment, as per the terms and conditions of the Workplace Safety and Insurance Act (WSIA).
- 5:05** After Completion of **ten (10)** 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 hours 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 two thousand one hundred and eighty-four (2184) hours.

5:06 (a) Suppression employees will provide a Doctor's Certificate (at the employer's expense if not covered by OHIP) for each absence of more than two (2) full twenty-four (24) hour shifts, or more than forty-eight (48) working hours duration if the absence is due to ill health. Such certificate being presented within forty-eight (48) hours of **the employee having it completed by their doctor.**

The Corporation shall request a suppression employee off on sick leave for more than five (5) consecutive twenty-four (24) hour shifts, 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. **Such assessment certificate being presented within forty-eight (48) hours of the employee having it completed by their doctor.**

(b) All other 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 **the employee having it completed by their doctor.**

The Corporation shall request any other employee off on sick leave for more than ten (10) 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. **Such assessment certificate being presented within forty-eight (48) hours of the employee having it completed by their doctor.**

(c) The Guelph Fire Early and Safe Return to Work

Goal: The goal of the Early and Safe Return to work process is to return the worker to suitable and available employment in a timely manner.

Guiding Principles

The procedure is guided by the following principles that underline the values of a successful modified work program.

- Mutual respect
- Open communication
- Confidentiality
- Participation
- Co-operation
- Meaningful Work (Value Assessed Work)

- Work based on pre-injury job and capabilities
- Provisions for the acquisition of the skills required to perform the tasks given.
- Modify the work, not the injured worker, if possible for a temporary period of time during recovery. Permanent injuries/illnesses to be accommodated as identified and without undue hardship to either employee/employer.

Guelph Emergency Services, its personnel and the Guelph Professional Fire Fighter's Association, Local 467, are committed to returning staff to work as safely and quickly as possible, and to working towards preventing workplace accidents, industrial disease and exposures through safe work practices and by reducing workplace hazards where ever possible. All employees are responsible to work in a safe manner, identifying and reporting hazards and utilizing the proper procedures and safety equipment.

Procedures

1. The employee shall immediately report their injury or illness to the employer as outlined in the Workplace Safety and Insurance Act.
2. The employee will be directed to consult with a Health Professional, as defined in the Workplace Safety and Insurance Act, of their choice, as to the possibility of modified work. It shall be the responsibility of the employee to have the Health Professional complete a WSIB Functional Abilities Form (FAF) and return it to their immediate supervisor in a timely manner. The Employer reserves the right to compel an employee to undergo an independent medical examination and/or an independent functional abilities evaluation (for occupational injuries only), if necessary, and will be at the expense of the Employer.
3. Upon receipt of the FAF report, the Fire Chief or their designate will contact the employee to afford them the opportunity of an offer of suitable and available modified work, where appropriate. The Chief or their designate shall place the employee into the program. If conflicts occur, the committee will assess the information (FAF, suitable and available) and assist in identifying alternate tasks both suitable and available, will consider any limitations and provide suggestions as to specific possibilities of modified work.
4. A temporary modified work plan may be made on the Platoons, 24- hour shift schedule, Fire Prevention, or Training Division shifts. Accommodation will be determined by the type of modified work required and available and the capabilities identified by the employee's Health Professional (through the FAF). Recommendations for accommodation will be made by the Modified Work Committee, with the final decision by the Chief or their designate. First consideration will be given to the employees shift work provided there are appropriate skill sets and work available, and only when the employee is at full time hours with modified duties. Logistical considerations may require that employees be placed on shifts other than their regular schedule. Committee members will be made aware of placements as soon as possible.
5. Every effort will be made to update any missed training while the employee is on modified work. This would include theory and practical training in accordance with any limitations. Participation may include inspections,

- tacticals, and public relations events with assigned crews.
6. The employee may have their Health Professional review the offer of specific modified work to ensure that it is consistent with the physical restrictions and capabilities. The Modified Work Committee will monitor all such modified work assignments to ensure that it remains appropriate for the employee. In the case of conflict between the employee and the employer, WSIB policy will be used as a guideline for resolution by way of a Return to Work Mediator. Occupational and non-occupational RTW and modified duties will be dealt with separately and on an individual basis.
 7. If the employee experiences discomfort in the performance of the assigned duties, he/she shall report this to their immediate supervisor who will then make the necessary changes immediately, thus reducing any further chance of injury to the worker. The supervisor then must contact the Fire Chief or their designate responsible for administering the program and an association committee member or executive member as soon as possible. The Fire Chief or designate shall then notify the Modified Work Committee representative. The Modified Work Committee shall then review such difficulties and suggest changes to the duties where ever possible. If these duties cannot be adjusted, the employee shall consult with their Health Professional for their review, and if necessary, the employee will return in accordance with the Workplace Safety and Insurance Act, or sick leave policy.
 8. All efforts will be made to schedule health care appointments outside scheduled hours of work. The Fire Chief or their designate may allow the employee to attend medical appointments during work hours under special circumstances. The Employee shall be allowed time-off for any approved medical health care under the Modified Work Program. Scheduling conflicts of medical and work must be discussed by the Modified Work Committee.
 9. Any costs for the completion of the corporate FAF or NWR forms requested by the employer, shall be paid by the Employer. WSIB costs will be absorbed by the WSIB as per policy.
 10. The Committee shall meet on an as required basis, but not less than every six months. If an employee is involved in the RTW program, a meeting shall be held each Friday or Wednesday at 09:30hrs, as required. (employee and employer)
 11. The participation of an employee in a modified work program shall not replace or displace any existing personnel.
 12. The Modified Work Committee shall be formed of one representative from Fire Administration, one Health Safety and Wellness Coordinator, and two representatives from the Guelph Professional Fire Fighters Association Executive, as chosen by the Policy and Executive Committee. At least one member of all parties shall be present to discuss modified work duties.
 13. This program may be used for non-occupational injuries as well. The employee will meet with the Modified Work Committee to discuss the accommodation but the accommodation will be voluntary. Each accommodation will be dealt with separately and on an individual basis.

Responsibilities

Employer

- To establish and support ESRTW policy and programs
- To investigate all workplace injuries
- To accurately report all workplace injuries with the required time frames.
- To Forward copies of all reported workplace injuries to the modified work committee on a weekly basis
- To maintain on-going communication with all workplace parties
- To make every reasonable effort to provide suitable employment within the worker's pre-injury work group
- To ensure that all modified work offers are in writing
- To report any material change to the WSIB within time limits in the Act
- To ensure notification to the employee by phone, (if possible) and always in writing as per the WSIA
- Notification shall be delivered to the employee

Employee

- To participate in the ESRTW program as guided by the Workplace Safety and Insurance Act
- To Maintain on-going communication with all workplace parties
- To provide a functional abilities form to the employer as per Workplace Safety and Insurance Act
- To report any material change to the WSIB within policy guidelines.
- Follow dress code per department policy.
- Follow department policy regarding facial hair and grooming.

Association

- To Support this policy and guide its members accordingly
- To aid its members in the ESRTW to the best of their abilities
- Provide the members with the option to participate for non-occupational injury or illness

Supervisor

- To be knowledgeable about this program
- To support and participate in all applicable early and safe return to work initiatives
- To maintain regular communication with all workplace parties
- Ensure that the employee does not participate in non-Departmental standard activities.

Modified Work Committee

- To Support the ESRTW Program
- To educate and communicate this policy to employees as required
- To inform management and the association of problems and possible revisions as the needs arise

(d) Absenteeism and Sick Leave Control

The City may require any employee covered by this Collective Agreement whose attendance record indicates a pattern absenteeism to provide a medical note (paid for by the Corporation) for any subsequent absence during

the twelve months following notice. If pattern absenteeism continues during the 12 months, this requirement may be extended by the employer.

In order for a medical note to be satisfactory, it must certify that the physician is satisfied that the employee is unable to attend work because of illness or injury.

The City's physician may be authorized to contact the physician of the employee to verify that the employee's physician has supplied the note and that the absence is medically justified. The physician of the City shall respect patient confidentiality respecting personal medical information between the employee and his/her physician and simply advise the City whether or not the absence is medically justified.

If the physician of the City has any questions respecting the information provided, he/she is hereby authorized to contact the physician of the employee to secure any additional information. If there is a dispute between physicians, the City may require it to be resolved by sending the employee to an independent third physician agreed upon by the City's physician and the physician of the employee. Failing this agreement, an independent doctor shall be appointed by an arbitrator designed for this purpose. All medical information shall be kept confidential.

(e) Employees will have an annual medical exam and provide a Doctor's note as proof of such exam. The employer will pay for any expenses in this regard if not covered by OHIP.

5:07 INSURANCE

- (a) The Corporation shall pay 100% of the premium cost of the Group Life Insurance term policy, providing coverage to a minimum of 200% of the employee's annual salary rounded to the next highest \$1,000, and in no case less than \$100,000. Included in this policy will be Double Indemnity for Accidental Death and Dismemberment. Every employee including probationers must, as a condition of employment, accept coverage there under. 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) In addition to standard life insurance (two times basic annual earnings), accidental death and dismemberment medical coverage (also equal to two times basic annual earnings) shall be provided, with the definition "accidental death" to include line of duty death due to occupational disease, as determined by WSIB.
- (c) 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 dependents 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 their sick leave plus the E.I. Sick Leave Benefits before they are eligible for L.T.D.
 - (b) An employee ceases to be an employee after 24 months of own occupation of L.T.D. providing it does not violate the Ontario Human Rights Code.
 - (c) Limits – 75% of gross earnings. Based on last day of expired sick time.
 - (d) All new employees hired must participate in the LTD plan with a three-month waiting period.
 - (e) An employees who commences an LTD claim will be provided benefits until their sixty-fifth (65th) birthday. In the event of the member’s death, the spouse and eligible dependents will receive all benefit entitlements under the collective agreement until the member’s sixty-fifth (65th) birthday.
 - (f) While an employee is on LTD benefits, they will not receive vacation or sick time entitlements. If an employee returns to work from LTD, vacation entitlements for the year they return will be pro-rated.

5:10 If a fire fighter is quarantined by the Wellington-Dufferin-Guelph Public Health Unit, the Corporation will cover wages and benefits for their regular scheduled time as well as associated costs of approved accommodations outside the firefighter’s home, for the duration of the quarantine.

ARTICLE 6:00 HOSPITAL, MEDICAL AND SURGICAL INSURANCE COVERAGE

6:01 The Corporation shall ensure that any insurance plans providing coverage for members and their dependents pursuant to the provisions of this collective agreement will provide benefit coverage at least equivalent to the level of coverage in place on March 20, 2011 (Manulife Master Benefit Contract)

It is understood that no administrative changes undertaken by the Corporation or any insurance carrier since March 20, 2011 shall have the effect of reducing the level of benefits enjoyed by members and their dependents, and will not adversely affect access by members and their dependents to those benefits.

It is further understood that no caps shall be imposed other than the negotiated maximum allowances specified to any of the insured benefits provided for pursuant to this collective agreement.

It is further understood, notwithstanding the above, any other benefit will be negotiated.

6:02 (a) Health Plan or equivalent (Semi-Private Ward Coverage).

(b)“ the Corporation agrees that any drug with a drug identification number, prescribed by a physician, dentist or nurse practitioner, will be covered. It is understood that coverage will be provided by an insurance policy containing a drug formulary. **Prescription drugs with a dispensing fee cap of \$12.00 per prescription.** The insurance plan will provide for generic drugs only, unless no generic drugs are available or other drugs that are ordered by the physician, dentist or nurse practitioner.” Exempt from the drug coverage will be Erectile Dysfunction, Smoking Cessation Aids and Obesity medications. **The only cost to obtain a prescription drug will be the dispensing fee, no other costs shall apply.**

(c) Deluxe out of country Medical Coverage, or equivalent to a **maximum of 120 consecutive days out of country and \$1,500,000 insurance per covered person.**

(d) Hearing Aid Care that reimburses the full cost of a prescribed hearing aid(s) once every three years. If a hearing aid is prescribed for each ear, the plan will pay for both hearing aids, provided they are filled at the same time. The full cost of a hearing test every thirty-six (36) months.

(e) Physiotherapy Coverage including Kinesiology up to **\$1,200** annually.

(f) Massage Therapy coverage - up to a maximum of \$900 annually. Reflexology may be used as part of the maximum massage therapy amount.

(g) Chiropractor Care coverage - up to a maximum of \$900 annually. Coverage in (g) is in addition to OHIP coverage.

(h) Vision care providing coverage of **\$500** maximum every two calendar years. Coverage may include laser eye surgery to the plan maximum. An Eye exam every two calendar years is in addition to the plan maximum.

(i) Orthotics to a maximum of **\$400** for one pair or **\$800** for two pairs per calendar year. The following must be supplied with the Extended Health Care Claim:

- A copy of the recommendation or referral from a licensed physician or podiatrist or chiropodist.
- A copy of the biomechanical examination and gait analysis.
- The receipt from the Orthotics practitioner confirming the orthotics have been dispensed and paid for in full.

No requirements other than the three (3) listed above are required to obtain orthotics.

(j) When applying for orthopaedic coverage the employee or dependent will provide:

- A copy of the recommendation or referral from a licensed physician or podiatrist or chiropodist.
- A copy of the biomechanical examination and gait analysis.

- The receipt from the practitioner confirming that the orthopaedics have been dispensed and paid in full.
- The manufacturer name of the orthopaedic.

No requirements other than the four (4) listed above are required to obtain orthopaedic coverage.

(k) Acupuncture, Naturopath or Homeopath, Osteopath coverage to a combined plan maximum of \$600 per covered individual, per calendar year. This covers all the services of a health care provider registered and duly licensed in these professions.

(l) Sleep Apnea coverage to a maximum of **\$600** per covered individual, per calendar year. This covers all the services and equipment of a health care provider registered and duly licensed in this profession.

(m) Any costs associated with Extended Health Care Benefits, including medical notes or forms, ordered by the Corporation or benefit carrier will be paid for by the Corporation.

(n) The Corporation will provide to the Association a copy of the master contract and/ or policies or any similar document that outlines the complete benefit coverage provided to members by the company that provides the benefits coverage. As updates or changes to the benefit coverage are made, the update information or endorsements will be made available to the Association Executive members

(o) Specialized Tests:

The Benefit plan shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician (PSA, CA-125, HRT). Test results will be between the employee and the physician.

(p) Psychologist, Psychiatrist or registered Counselor to a maximum coverage of **\$2000** per covered individual, per calendar year.

(q) Coverage for Podiatrist, Chiropodist, or Foot Specialist to a maximum of \$200 annually.

6:03 The plan will provide coverage at the previous year's O.D.A. rate with annual automatic updating each year and that the updating remains in effect until replaced by a new Agreement, decision or award. Dental recall examinations shall be provided once every nine (9) months for adults and six (6) months for children or dependent children. Orthodontic Coverage will be provided to a limit of **\$3000** lifetime maximum per person.

6:04 A dependent child will receive all eligible benefits provided 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.

6:05 (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 and 6:02 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), **(q)** and 6:03 which are: Prescription Drugs **\$12.00 dispensing fee cap**, Dental and

Vision care, Deluxe out of country medical coverage or equivalent **to a maximum of 120 days out of country and \$1,500,000 insurance per covered person**, 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) The surviving spouse and dependents of fire fighters killed in action while in the discharge of their duties or dies from injuries/illness 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 Extended Health Plan 10/20, **Prescription Drugs \$12.00 dispensing fee cap**, Dental Plan and Vision Care, 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 the surviving spouse outlined above only if they can demonstrate that they have no other means of access to sick coverage. In the event the surviving spouse remarries or when they reach the age of 65, the benefits shall cease.

(c) The surviving spouse and dependent(s) of any fire fighter who dies from non-work related reasons will be covered in the benefits plan as outlined under article 6:00 for **thirty (30)** months after their death. The spouse and eligible dependent(s) may apply for an additional six (6) months coverage, providing they do not have eligibility to similar benefits under any other plan.

(d) Retiree Health Care Spending Account

Effective January 1, 2019, the Corporation shall provide a post age 65 Retiree Health Care Spending Account applicable only to eligible retired employees, as follows:

The Corporation shall provide a post age 65 Retiree Health Care Spending Account for eligible retired employees who are enrolled in the existing health benefit plan at age 65.

The Retiree Health Care Spending Account will be available to those eligible retired employees from age 65 to age 70 as of January 1, 2019.

The plan when implemented will have no retroactivity to those eligible retired employees who, prior to January 1, 2019, have exhausted the existing health benefit plan and/or have reached age 65.

The annual amount available to eligible retired employees under the plan will be \$3000/year.

In addition to the above, those eligible for the plan must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms established by OMERS; and,

The eligible retired employees must be in receipt of an unreduced

pension;

Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public or provincial insurance plan as may be applicable.

Reimbursement will be provided for medical or dental expenses to the extent those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

The Retiree Health Care Spending Account will be applicable to the eligible retired employees and spouse only (to a combined maximum of \$3000/year).

The Retiree Health Care Spending Account will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

6:06 The Corporation (Fire Chief or Deputy Chief, and two representatives from HR) and the Guelph Professional Fire Fighter’s Association (President and two GPFFA members chosen by the President) will form a joint committee made up of three (3) members from each party to meet at least quarterly to discuss and/or rectify any benefit issues that may arise. The Corporation and the Association will select their respected representatives. The Committee will mutually agree on any and all changes to the benefits provided. This may be done outside of regular negotiations, if the need is shown.

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
One (1) pair of trousers
One (1) white dress shirt (short or long sleeved with flashes)
One (1) tie
One (1) Uniform Cap
One (1) Nylon Parka

One (1) Metal Identification Badge for Fire Prevention and Training personnel
One (1) raincoat and cap
One (1) pair of overshoes for Day shift only

Replacement subject to an annual inspection and items will be replaced on an as needed basis. Members in November/December will bring their complete dress uniform for the Platoon Chief Inspection. The Platoon Chief would recommend to the Chief authorization of the replacement of items from the standard list to maintain a professional image.

7:02 (a) 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) station uniform shirts (Fire Prevention employees, Training employees, and Platoon Chiefs to receive white station uniform shirts).
Three (3) station uniform pants
Four (4) T-shirts, G.F.D. insignia (including the Emergency Vehicle Technician, short or long sleeved)
Four (4) Dry Fit shirts, G.F.D. insignia (short or long sleeved)
Four (4) white T-shirts for a Fire Prevention employees, Training employees, Platoon Chiefs in Training and Platoon Chiefs, no insignia
One (1) sweater, V-neck for FPO, Training, PC and PCIT
One (1) "Job Shirt", sweatshirt style or equivalent (Suppression, Mechanical Staff and Alarm Room Technicians)
Four (4) pairs of black socks
One (1) pair of safety shoes
One (1) baseball cap (G.F.D. insignia)
One (1) black FD Leather Belt
One (1) pair of coveralls with flashes (Fire Prevention and Training Staff)
Emergency Vehicle Technicians receive coveralls with flashes as needed.
Toque

One (1) Navy blue full zip sweater
One (1) Navy blue station uniform shorts
One (1) Navy blue/white station uniform golf shirt "dryfit"

7:02 (b) Members can replace their Station Uniform Issue under the following points system:

Station Uniform	Points Per Item	Max. Items Allotted Per Year
Station uniform shirts (Fire Prevention employees, Training employees and Platoon Chiefs to receive white station uniform shirts).	2	3
Station uniform pants	4	3
T-shirts, G.F.D. insignia (including the Emergency Vehicle Technician, short or long sleeved)	2	4
Dry Fit shirts, G.F.D. insignia (short or long sleeved)	2	4
White T-shirts for a Fire Prevention employees, Training employees and Platoon Chiefs, no insignia	2	4
Sweater, V-neck	6	1
Job Shirt, sweatshirt style or equivalent	5	2
One (1) package of three (3) pairs of black socks	1	4
Pair of safety shoes	13	2
Baseball cap (G.F.D. insignia)	2	2
Black FD Leather Belt	1	2
Coveralls with flashes (Fire Prevention and Training Staff)	2	1

Emergency Vehicle Technicians receive coveralls with flashes as needed.	N/A	N/A
Toque	2	2
Navy blue full zip sweater	5	1
Navy blue station uniform shorts	3	2
Navy blue/white station uniform golf shirts "dryfit"	3	3
Eisenhower Jacket (Shall meet the current 2017 quality clothing specifications)	22	1

7:02 (c) The Corporation agrees to supply all full-time employees of the Guelph Fire Department with uniforms and equipment under the mutually agreed upon clothing "purchase-points system". Each firefighter, in their first year of employment, will be issued with a complete set of clothing as per the collective agreement. No points will be allotted in the first year.

1. **Sixty-five (65)** points will be allotted to all fire department employees every year thereafter. The uniform points will not be cumulative. It will be the responsibility of the Corporation to document and inform each employee of their total points on an annual basis.
2. If, due to a promotion, a change in uniform is necessary each employee will have their present dress and fatigue uniform altered to reflect their new rank at the Corporations expense.
3. Alterations will be at the Corporations expense.
4. It will be the responsibility of each employee to maintain a complete, appropriate and professional uniform.
5. Each individual in November/December will complete their "Uniform Order Form" and submit it to their Platoon Chief. The Platoon Chief will submit all of the Uniform Order Forms to the Administrative Assistant when they are completed for ordering purposes.

7:03 The Corporation shall supply each Fire Fighter with water proof clothes for firefighting duty (not applicable to the Emergency Vehicle Technician). 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 in this article shall meet the specification and the approval of the Fire Department Joint Health and Safety Committee. The SCBA (self-contained breathing apparatus) shall meet the specifications of the Fire Department Joint Health and Safety Committee.

Fire Fighting Gear

Balaclava
Bunker Clothing
Helmet
Safety Fire Fighting Gloves
Safety Fire Fighting Boots
SCBA Face Piece Compatible
Voice Amplifier
Multi-purpose gloves not intended for fire fighting

7:04 The Corporation will supply any special needs clothing related to items issued under Articles 7:01, 7:02 and 7:03, on an as required basis. Items include maternity wear, specific fiber content clothing (i.e. 100% cotton) and special shoe requirements.

7:05 All items issued under Articles 7:01, 7:02 and 7:03 shall have fiber content and quality, which are mutually agreed upon by the Corporation and the Association.

ARTICLE 8:00 VACATIONS

8:01 All Employees of the Guelph Fire Department with the exception of suppression with less than four year's employment shall be granted two (2) weeks' vacation with pay. Two-week's vacation shall consist of a minimum of eight (8) consecutive duty days.

(b) New hires will have their vacation in the first calendar year pro-rated based on the time from the date of hire until December 31.

(c) Suppression employees of the Guelph Fire Department with more than one full year and less than four (4) years employment shall be granted two (2) weeks' vacation with pay.

Suppression Employees - two (2) weeks' vacation shall consist of four (4) 24-hour shifts.

8:02 All employees of the Guelph Fire Department with the exception of suppression upon completion of four (4) 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.

b) Suppression employees upon completion of four (4) full years' employment shall be granted three (3) weeks' vacation with pay.

Suppression – three (3) weeks' vacation shall consist of a minimum of six (6) 24-hour shifts.

8:03 (a) Alarm Room Technicians vacations shall be taken in three (3) 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) days 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.

(b) Suppression Employees

The selection for vacation and lieu time will be done by seniority. Each employee shall select three (3) vacation weeks for the first selection round. All employees following under article 8:01 will adhere to the terms of the Collective Agreement in the selection process. If an employee chooses the week with the lone Tuesday shift, they will be credited one pick to be chosen at the very end of the selection process. Three (3) vacation weeks shall be six (6) twenty-four (24) hour shifts and they must be chosen in one week increments. Employees entitled to additional weeks at ten (10) years, fifteen (15) years and twenty-two (22) years shall continue selection rounds, first with ten (10) years, then fifteen (15) and twenty-two (22) years and thirty (30) years until all eligible vacations are scheduled, in one week increments. At the completion of the vacation scheduling, the four (4) additional twenty-four (24) hour shift lieu days will be picked by seniority, (refer to article 9:01) also to be chosen in one week increments. A year shall commence at the start of the platoons first full twenty-four (24) hour shift in the vacation year. A year shall end at the end of the end of last twenty-four (24) hour shift of the vacation year (may fall into the next calendar year). A copy of the completed vacation schedule shall be forwarded to the Supervisor of Administration by the last day of November the year before the scheduled vacation. Vacation entitlement on the twenty-four (24) hour shift schedule will be as follows:

One (1) week of earned vacation shall equal two (2) twenty-four (24) hour shifts.

Two (2) weeks of earned vacation shall equal four (4) twenty-four (24) hour shifts.

Three (3) weeks of earned vacation shall equal six (6) twenty-four (24) hour shifts.

Four (4) weeks of earned vacation shall equal eight (8) twenty-four (24) hour shifts.

Five (5) weeks of earned vacation shall equal ten (10) twenty-four (24) hour shifts.

Six (6) weeks of earned vacation shall equal twelve (12) twenty-four (24) hour shifts.

Seven (7) weeks of earned vacation shall equal fourteen (14) twenty-four (24) hour shifts.

(c) For all Suppression employees' the vacation allotment is as follows;

- January 1 through May 31 and September 1 through December 31 there will be a maximum of 7 on vacation and one on time owing.
- 3 ranked Officers can be scheduled off on vacation at one time.
- A maximum of 5 Officers and/or CIT's can be scheduled off on vacation at the same time, eg.
 - 3 officers and 2 CIT's

- 2 Officers and 3 CIT's
- 1 Officer and 4 CIT's
- 1 slot available for time owing
- If there are vacation slots available they can be filled with time owing
- This time owing slot cannot be filled with vacation
- June 1 through August 31 there will be a maximum of 7 on vacation and 0 on time owing.
- 3 ranked Officers can be scheduled off on vacation at one time.
- A maximum of 5 Officers and/or CIT's can be scheduled off on vacation at the same time, eg.
- 3 Officers and 2 CIT's
- 2 Officers and 3 CIT's
- 1 Officer and 4 CIT's

8:04 (a) Fire Prevention and Training employees shall receive vacations as follows:
Each One (1) week of vacation equals four (4) – ten (10) hour duty day.

(b) Emergency Vehicle Technician will receive the following vacation:
Each one week period will equal five (5) eight (8) hour duty days.

8:05 The vacation schedule shall be prepared by the Chief in consultation with the Association.

8:06 All employees of the Department on completion of ten (10) full years of employment shall be granted one (1) additional week vacation with pay. For suppression employees one (1) week equals two (2) twenty-four (24) hour shifts.

8:07 All employees of the Department on completion of fifteen (15) full years of employment shall be granted one (1) additional week vacation with pay. For suppression employees one (1) week equals two (2) twenty-four (24) hour shifts.

8:08 (a) All employees of the Department on completion of twenty-two (22) full years of employment shall be granted one (1) additional week vacation with pay. For suppression employees one (1) week equals two (2) twenty-four (24) hour shifts.

(b) All employees of the Department on completion of thirty (30) full years of employment shall be granted one (1) additional week

vacation with pay. For suppression employees one (1) week equals two (2) twenty-four (24) hour shifts.

8:09 Employees who receive their fourth, fifth, sixth and seventh week(s) vacation, shall pick these week(s) by seniority on their respective shifts as to when they will take these week(s) vacation. For Fire Suppression employees, one week's vacation for the fourth, fifth, sixth, and seventh week (s) shall mean two (2) twenty-four (24) hour shifts per week.

Alarm Room Technicians, one week's vacation for the fourth, fifth and sixth week(s) shall mean a full day shift, a full night shift or a full weekend shift.

8:10 Any employee who is incapacitated due to illness, injury or bereavement while on vacation shall have the vacation days lost either added to the vacation period or reinstated at a later date at a time mutually agreed between the employee and the Fire Chief, and or designate. Vacation time shall be adjusted providing employee requests adjustment to the Employer within three (3) weeks of returning from leave. If there is no mutually agreed date, the vacation will be paid out. The employee must provide medical documentation from a qualified medical practitioner to the City in order to have his/her vacation reinstated when the vacation days are displaced due to illness or injury. This medical document will be at the expense of the employer.

ARTICLE 9:00 PAID HOLIDAYS

9:01 Alarm Room Technicians shall be granted eight (8) additional working days, as holidays with pay in lieu of the Statutory Holidays. Suppression employees shall be granted four (4) twenty-four (24) hour shifts as time off with pay 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, Christmas Day, Thanksgiving Day

9:02 All Fire Prevention employees, Training employees and Emergency Vehicle Technicians shall be granted the following holidays as time off: New Year's Day, Labour Day, Remembrance Day, Good Friday, Canada Day, Christmas Day, Easter Monday, Civic Holiday, Boxing Day, Victoria Day, Thanksgiving Day, Family Day, One Floater Day

9:03 All Suppression employees and Alarm Room Technicians shall be granted five (5) day's pay in lieu of Easter Monday, Boxing Day, Remembrance Day, Family Day and Floater Day, to be paid the first pay in December. One lieu day is calculated at twelve (12) hours.

9:04 It is agreed that on January 1st of their retirement year, each fire department employee covered under the Guelph Professional Fire Fighter's Association contract will be entitled to:

1. The vacation allotment for the employee's corresponding division and years of service as identified within Article 8:00, Vacations, of the Collective Agreement.

2. Fire Suppression and Alarm Room Technicians will receive eight (8) additional working days in time off as per Article 9:01, Paid Holidays.
3. Where an employee is not able to utilize the time off as identified in items 1 and 2 above, the employee will receive payment on retirement for the unused time remaining.
4. Fire Suppression and Alarm Room Technicians will receive payment on retirement for each of the five (5) additional paid holidays celebrated in the calendar year prior to the employee's retirement date. These days include: The Floater Day, Family Day, Easter Monday, Remembrance Day and Boxing Day as listed in Article 9:03.
5. Vacation payout will be based on a forty-two (42) hour work week; however, 9:01 will remain as eight (8) twelve (12) hour days for the purposes of being paid out.

ARTICLE 10:00 PROMOTIONS AND SENIORITY

10:01 (a) 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.

(b) Participation in the Promotion to Captain and the Platoon Chief-in Training Programs

Fire Suppression employees, who desire promotion to the ranks of Captain and/or Platoon Chief, shall participate in the mutually agreed upon Promotion to Captain and/or Platoon Chief-in-Training Programs. The parties agree to an annual evaluation and revision, if recommended, of the respective Programs by the Chief and/or Deputy Chief(s) and the Association.

(c) Participation in the Promotion to Assistant CFPO, CFPO and Chief Training Officer Training Programs.

Fire Prevention and Training employees, who desire promotion to the ranks of Assistant CFPO, CFPO and/or Chief Training Officer, shall participate in the mutually agreed upon Promotion Training Programs. The parties agree to an annual evaluation and revision, if recommended, of the respective Programs by the Chief and/or Deputy Chief(s) and the Association.

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 a 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 (a) Any position other than a suppression vacancy in the Guelph Fire Department caused by dismissal, resignation, death or retirement, shall be filled within one-hundred twenty (120) calendar days.

(b) Once a Bargaining Unit position has become vacant in the Suppression Division, the Corporation agrees to hire a Probationary Fire Fighter within sixty (60) calendar days.

The Corporation and the Association agree to allow the Probationary Fire Fighter to be assigned to Dispatch training prior to or after suppression training.

The Probationary Fire Fighter must successfully complete Dispatch training and subject to this Article and Article 23:02(a) of the Collective Agreement, the Probationary Fire Fighter will be considered as a third Dispatcher or Back-up Dispatcher and will be eligible for Dispatcher overtime.

Once the recruit suppression training has been scheduled, each Probationary Fire Fighter will participate in the training and upon successful completion, be assigned to a suppression platoon in accordance with article 23:02(a).

Recruit suppression training shall be completed within the calendar year that the Probationary Fire Fighter was hired prior to July 1. A Probationary Fire Fighter will be required to successfully complete and be signed off from dispatch training before being eligible to use vacation prior to the recruit suppression training. After the recruit suppression training the recruit will have to use vacation in accordance with article 8:03(b).

If a Probationary Fire Fighter is hired without enough time to complete the dispatch training, the dispatch training shall be completed after the suppression training then the recruit will be assigned to their suppression platoon.

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 (a) If an Alarm Room Technician or Emergency Vehicle Technician is desirous of transferring to the Fire Suppression, Fire Prevention, or the Training Division he/she must meet the eligibility criteria for the position at the time of transferring. All applicants meeting the eligibility criteria will be required to successfully complete the recruitment process. This article will apply for any new hires after the date of ratification.

(b) An employee approved of transfer would enter as a Probationary Fire Fighter in the Fire Suppression Division or enter as a second-class Fire Prevention officer in the Fire Prevention Division. Seniority shall be transferable for service related benefits only. Seniority for other purposes will begin on the date of employment in the Fire Suppression, Fire Prevention or the Training Division. Fire Fighter vacancies 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 OPFFA Convention (delegates not exceeding two (2)) for each of the following; the OPFFA and IAFF legislative conferences, educational seminars, shall be allowed leave of absence, with pay, for two (2) twenty-four (24) hour shifts, in any one (1) year for the purpose of attending such conventions, conferences and seminars. If all three (3) people are off one group, the Association will supply one person for duty if required for the OPFFA Convention.

11:02 (a) 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, including an Interest or Grievance Arbitration, and/or are the grievor in the Grievance Arbitration, at the discretion of the Fire Chief.

(b) For the purpose of Association Days, any ranked position within suppression may select any suppression staff to cover the shift provided the qualifications to cover such positions are met. (ie. A CIT covering for a Captain and/or a PCIT covering for a PC). If there is a senior CIT or PCIT on the shift, they will fill the position for the replacement.

11:03 ATTENDANCE AT FIRE COLLEGE

Employees attending Fire Department approved training programs, shall be granted Leave of Absence with pay. Employees attending will be selected by seniority, where possible, but at the discretion of the Chief and shall be provided one City vehicle, per course. If a City vehicle is unavailable, the employee shall receive the City of Guelph's current rate for travel allowance (mileage benefit, not less than \$0.45 per kilometre).

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 BEREAVEMENT LEAVE

(a) Employees shall be granted five (5) days leave of absence with pay in consultation with the Chief or the Deputy Chief(s), immediately following a death in the family including: spouse, common-law spouse, child, step-child, legal dependent child, father or mother. (Suppression employees shall be granted two (2) or three (3) twenty-four (24) hour shifts of absence, depending on what is scheduled with pay in consultation with the Chief or the Deputy Chief, immediately following a death in the family including: spouse, common-law spouse, child, step-child, legal dependent child)

(b) Three (3) days leave of absence will be granted following the death of: step- parent, brother, sister, son-in-law, daughter-in-law, grandchild or spouse's parent. (Suppression employees shall be granted two (2) twenty-four (24) hour shifts of absence, in consultation with the Chief or the Deputy Chief, immediately following a death in the family: father or

mother, step-parent, brother, sister, son-in-law, daughter-in-law, grandchild or spouse's parent,

(c) Two (2) days leave of absence will be granted following the death of: brother in law, sister-in-law or grandparent. (Suppression employees shall be granted one (1) twenty-four (24) hour shifts of absence, in consultation with the Chief or the Deputy Chief immediately following the death of: brother in law, sister-in-law or grandparent or spouse's grand- parent.

(d) One (1) day leave of absence with pay, will be granted following the death of: spouse's grandparent. **Members only: A member will be granted a leave of absence with pay to attend the day of an aunt or uncle's funeral.**

If such Leave of Absence covered in 11:05 a, b, c or d includes regular days off, these days will form part of the leave of absence. The Fire Chief may grant compassionate leave for reasons other than bereavement.

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 PREGNANCY/PARENTAL/ADOPTION

(a) Leave provisions as per the Employment Standards Act, 2000 (ESA) and its regulations, as amended and the current Employment Insurance Act, and its regulations as amended.

(b) The employee on any of the aforementioned leaves, will continue to enjoy all the benefits, insurance coverage, pension contributions, sick leave accrual, seniority accumulation, vacation entitlement, etc. that she would be entitled to should she not be on leave, for the duration of these leaves.

(c) For the **one**-week Employment Insurance waiting period, payments equivalent to seventy-five percent (75%) of the rate of pay for the employee's classification that they were receiving on the last day worked prior to the commencement of leave; and

(d) Up to a maximum of **16** weeks for maternity leave and a maximum of **11** weeks for parental leave. **If they use both the maternity leave and the parental leave, the Corporation will pay to a maximum of 27 weeks.**

11:08 Suppression employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advanced poll or will arrange a duty exchange for voting on the Election Day.

11:09 **Family Leave absence, without loss of pay or benefits, up to three (3) shifts in a calendar year deducted from the member's accumulated sick leave for all employees. These hours deducted shall not be**

calculated toward the member's overall sick time usage. Family leave absence will only be available to care for a family member or dependent. A shift shall mean 24, 14, 10 or 8 hours.

ARTICLE 12:00 HOURS OF WORK

12:01 Regular hours of work for Suppression employees and Alarm Room Technicians of the Department shall be on a two-platoon system based on an average of forty-two (42) hours per week. Suppression employees' shifts will be from 08:00am – 08:00am the next calendar day.

12:02 (a) Employees' in the Fire Prevention Division and Training Division shall work a forty (40) hour week comprised of four (4) ten (10) hour days, per week. Employees shall work Monday to Thursday, or Tuesday to Friday as scheduled by the Employer. The normal hours of work will be 8:00 a.m. to 6:00 p.m., but with a minimum of forty-five (45) business days (i.e. Monday – Friday) notice, the shift of a Fire Prevention or Training Division employee could be changed to commence their shift no later than 12:00 p.m. to end not later than 10:00 p.m., for a maximum of eight (8) shift changes per year, per Fire Prevention and/or Training employee.

(b) The Emergency Vehicle Technician 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 Fire Chief, Deputy Chief(s) or the Platoon Chief.

ARTICLE 13:00 OVERTIME / TIME OWING

13:01 (a) All employees of the Guelph Fire Department called back under the rules of the Fire Protection and Prevention 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.

(b) When an employee organizes a day trade using accumulated time owing with another employee, the employee receiving the accumulated time will have it paid out at their rate of pay. The exchanged accumulated time owing shall not be put into an accumulated time owing bank.

Any day trades where accumulated time owing is transferred between employees, a minimum of four (4) hours shall be used. There is no limit as to the number of accumulated time owing trades that an employee may make on an annual basis.

Dispatchers will only be allowed to trade accumulated time owing with other Dispatchers.

Fire Fighters will only be allowed to trade accumulated time owing with other Fire Fighters.

CITs will only be allowed to trade accumulated time owing with other CITs.

Captains will only be allowed to trade accumulated time owing with other Captains or CITs.

PCITs will be allowed to trade accumulated time owing with another PCIT or a Captain providing the PCIT is not in the Acting Platoon Chief role.

Due to the fact that there are a limited number of Platoon Chiefs and PCITs available to trade accumulated time owing with, the following will be permitted only after a Platoon Chief is not able to get a Platoon Chief or PCIT to work a day trade for accumulated time owing. The Platoon Chief may then arrange to have a Captain work an accumulated time owing trade and move the on duty PCIT to the Platoon Chief position. This can only occur if there is a PCIT available to fill in during the Platoon Chief's absence.

The request to transfer accumulated time owing to another employee shall be submitted to the Platoon Chief for approval at least fourteen (14) calendar days prior to the requested day trade. Platoon Chief and PCIT requests to transfer time owing to another employee shall be submitted to the Fire Chief for approval at least fourteen (14) calendar days prior to the requested day trade.

The Platoon Chief or PCIT upon receipt of the request to transfer accumulated time owing will confirm the availability of the recorded accumulated time owing. No hours can be transferred in the case that the employee giving the hours does not have sufficient hours to facilitate the trade. No hours will be given in advance of them being accrued. The accumulated time owing shall not be removed from the employee requesting the transfer until the day of the trade.

In the event that the employee receiving the accumulated time owing calls in sick on the day trade there will be no hours removed from the employee's accumulated sick bank and the accumulated time owing to be transferred to that employee shall be transferred to the City of Guelph.

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. The employee is required to return to work to complete their scheduled shift.

13:03 (a) No one shall work in the twelve (12) hour period before or after a course. Any scheduled shift twelve (12) hours immediately prior to or immediately following a course shall be granted off in lieu of the course day. Example: if a course falls on Friday of a night shift, you will be granted Thursday and Friday nights off.

If the course day or days fall within any scheduled day, night, or weekend shift that day or days will be granted off to attend the approved course. If the course is being held at the Ontario Fire College, or if the course is a Fire College course held at another location, and the course falls outside of your regular work schedule, you will be granted one (1) day in time owing calculated at twelve (12) hours per day for each day of the course duration. Refer to schedule "B"

For internal training scheduled when an employee is scheduled to be in service on their regular shift, the employee is "on duty and in training" for training purposes. When the training concludes the employee returns to "on duty" status providing the training is less than 6 hours, if more than 6 hours the employee is granted the shift off. **For when staff deliver recruit training that exceed eight (8) hours, they will be granted the shift off.** All other training will be referred to 13:03(b). It is acknowledged that the term "course" applies to courses as approved by the Guelph Fire Department.

Suppression, Training, Mechanical, Alarm Room Technicians and Fire Prevention, who are requested to return to work to participate in all other courses, meetings, or training sessions initiated by the Fire Department Management or the Training Division, there will be remuneration at the rate of one and one half times the hours worked. Remuneration will be a minimum of four hours at one and one half times their rate. Employees will have the option to bank accumulated overtime to a maximum of **one hundred and forty-four (144) hours per calendar year. Employees will only be able to carry over ninety-six (96) hours each year, anything over ninety-six (96) hours shall be paid out in December of that year.**

The decision on whether the accumulated time will be banked or paid out, must be made upon submission of the requested time. Hours over the maximum ninety-six (96) hours will be paid out in the pay period the overtime occurred.

Employees with overtime currently exceeding ninety-six (96) hours, as of the date of ratification of the contract, will be required to use the excess bank but would be paid out overtime for new hours worked, until the banked overtime is reduced below ninety-six (96) hours (no time limit on use of excess hours).

(b) The employer may schedule Suppression employees out of the 24-hour shift rotation for up to **three (3)** weeks for the purpose of training in a calendar year provided the employee receives forty-five (45) days written notice. Suppression employees may be scheduled for subsequent weeks, when mutually agreed upon between the Fire Chief and the Association. Previously scheduled vacation, day trades or lieu time will not be affected. An employee scheduled on one of the **three (3)** weeks off, will not receive less than forty-eight (48) hours off the regular scheduled shift. (i.e. Suppression employees granted the "stand alone Tuesday" off for such training shall also be granted an additional 24 hours in time owing. In Article 13:05 work schedule, a week shall mean Monday to Sunday in any one of the weeks from weeks 1 through 4)

(c) When training is cancelled for Article 13:03(b) with no less than 14 days notice, this will not affect the number of times an employee can be scheduled under 13:03(b). This can only apply for one notice per employee per year.

13:04 FIRE PREVENTION OFFICER ON-CALL SYSTEM

The Fire Prevention Officers recalled to duty will be on an on call system on an equal rotational basis of all Fire Prevention members. Fire Prevention Officers will be remunerated for each week of on call duty worked at the rate of point one seven five percent (0.175 percent) of the First Class Fire Prevention Officer's rate. The on-call Fire Prevention Officers will be paid at time and one-half (1 ½) the normal rates paid to the Fire Prevention Officers attending with a minimum of 4 hours from the time they leave their residence to when they leave the station to return to their residence. The standard reporting time to the station for the on call Fire Prevention Officer from the time a call is received shall be one (1) hour.

13:05 (a) Any ART that trains a new recruit in the Communications Division, will receive compensation of **18%** of their pay up to **60** hrs, per new recruit. The training will be done within the Fire Department by the senior on duty ART on each shift.

Suppression employees may not arrange a shift exchange where by the suppression employee would work more than four (4) hours either prior to or at the end of their shift. Exchange personnel must have a break of twenty (20) hours minimum between the time exchanged and the commencement of their next shift. Day trades will be in ten (10) hour day, fourteen (14) hour night or in a twenty-four (24) hour shifts as long as the aforementioned terms are met. No employee shall work two (2) consecutive nights.

Work Schedule

The twenty-four (24) hour shift schedule is based on an average forty-two (42) hour workweek over a twenty-eight (28) day cycle working twenty-four (24) hour shifts beginning at 0800 hours in the following manner.

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	A	B	B-1	A	A-1	B-1	A-1
2	B	B-1	A-1	B	A	A-1	A
3	B-1	A-1	A	B-1	B	A	B
4	A-1	A	B	A-1	B-1	B	B-1

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 Protection and Prevention 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 Protection and Prevention Act, 1997, Part IX, Section 50 to Section 50.8.

ARTICLE 15:00 SALARIES

15:01 The following wage schedule shall apply under this **2018-2022** 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) Platoon Chief in Training (eligible for Acting Platoon Chief) rate shall be 122% of First Class Fire Fighter's rate

(c) Captain, Assistant Chief Fire Prevention Officer and Training Officer rate shall be 118% of First Class Fire Fighter's rate.

(d) Captains in Training ((CIT's) when performing CIT duties or Acting as a Captain) rate shall be 118% of First Class Fire Fighter's rate

(e) Platoon Chief, Chief Training Officer and Chief Fire Prevention Officer rate shall be 130% of First Class Fire Fighter's rate.

(f) Platoon Chief in Training ((PCIT) acting as a Platoon Chief) rate shall be 130% of First Class Fire Fighter's rate

(g) Wages for ranks below First Class to be shown in schedule "A".

(h) Alarm room technicians rate shall be as follows:

**Alarm room technicians rate shall be as follows:

Probationary Position-60% of first class rate.

Twelve-month position-65% of first class rate.

Twenty-four month position-73% of first class rate.

Thirty-six month position-80% of first class rate.

Forty-eight month position-84% of first class rate.

Alarm room technicians rate shall be as follow as of January 1, 2020:

Probationary Position-65% of first class rate.

Twelve month Position-70% of first class rate.

Twenty-four month Position-75% of first class rate.

Thirty-six month Position-80% of first class rate.

Forty-eight month Position-87% of first class rate.

Alarm room technicians rate shall be as follow as of January 1, 2021:

Probationary Position-65% of first class rate.

Twelve month Position-70% of first class rate.

Twenty-four month Position-75% of first class rate.

Thirty-six month Position-80% of first class rate.

Forty-eight month Position-90% of first class rate.

i) Suppression Employees rate shall be as follows for any new hires after **March 19, 2019:**

1 st Class Fire Fighter (48 months)	100%
2 nd Class Fire Fighter (36 months)	90%
3 rd Class Fire Fighter (24 months)	80%
4 th Class Fire Fighter (12 months)	70%
Probationary Fire Fighter	60%

j) The Emergency Vehicle Technician rate shall be 100% of First Class Fire Fighter's rate.

<u>Date</u>	<u>Increase</u>	<u>1st Class Salary</u>
<u>January 1, 2018</u>		\$99,125
<u>January 1, 2019</u>		\$101,017
<u>January 1, 2020</u>		\$103,047
<u>January 1, 2021</u>		\$105,029
<u>July 1, 2022</u>		\$106,809

Fire Department Wage Schedule
January 1, 2018

Based on 1st Class Firefighter		Year of Service and Rate			> 8 yrs @ 3%	> 17 yrs @ 6%	> 23 yrs @ 9%
\$	99,125.00	Increase based on 2184 hours			\$ 1.36	\$ 2.72	\$ 4.08
		Increase based on 2080 hours			\$ 1.43	\$ 2.86	\$ 4.29
Position	Hrs Per Year	% of 1st Class	Salary	Hourly Rate	3%	6%	9%
Alarm Room Tech - Probationary	2184	60%	\$ 59,475.00	\$ 27.23	\$ 28.59	\$ 29.95	\$ 31.31
Alarm Room Tech - 12 months	2184	65%	\$ 64,431.25	\$ 29.50	\$ 30.86	\$ 32.22	\$ 33.58
Alarm Room Tech - 24 months	2184	73%	\$ 72,361.25	\$ 33.13	\$ 34.49	\$ 35.85	\$ 37.21
Alarm Room Tech - 36 months	2184	80%	\$ 79,300.00	\$ 36.31	\$ 37.67	\$ 39.03	\$ 40.39
Alarm Room Tech - 48 months	2184	84%	\$ 83,265.00	\$ 38.13	\$ 39.49	\$ 40.85	\$ 42.21
Probationary Firefighter	2184	65%	\$ 64,431.25	\$ 29.50	\$ 30.86	\$ 32.22	\$ 33.58
4th Class Firefighter	2184	74%	\$ 73,352.50	\$ 33.59	\$ 34.95	\$ 36.31	\$ 37.67
3rd Class Firefighter	2184	82%	\$ 81,282.50	\$ 37.22	\$ 38.58	\$ 39.94	\$ 41.30
2nd Class Firefighter	2184	90%	\$ 89,212.50	\$ 40.85	\$ 42.21	\$ 43.57	\$ 44.93
1st Class Firefighter	2184	100%	\$ 99,125.00	\$ 45.39	\$ 46.75	\$ 48.11	\$ 49.47
Captain	2184	118%	\$ 116,967.50	\$ 53.56	\$ 54.92	\$ 56.28	\$ 57.64
Platoon Chief in Training	2184	122%	\$ 120,932.50	\$ 55.37	\$ 56.73	\$ 58.09	\$ 59.45
Platoon Chief	2184	130%	\$ 128,862.50	\$ 59.00	\$ 60.36	\$ 61.72	\$ 63.08
House Mechanic	2184	110%	\$ 109,037.50	\$ 49.93	\$ 51.29	\$ 52.65	\$ 54.01
Probationary Fire Prevention Officer	2080	92%	\$ 91,195.00	\$ 43.84	\$ 45.27	\$ 46.70	\$ 48.13
2nd Class Fire Prevention Officer	2080	100%	\$ 99,125.00	\$ 47.66	\$ 49.09	\$ 50.52	\$ 51.95
Fire Prevention Officer	2080	108%	\$ 107,055.00	\$ 51.47	\$ 52.90	\$ 54.33	\$ 55.76
Assistant Chief Fire Prevention Officer	2080	118%	\$ 116,967.50	\$ 56.23	\$ 57.66	\$ 59.09	\$ 60.52
Chief Fire Prevention Officer	2080	130%	\$ 128,862.50	\$ 61.95	\$ 63.38	\$ 64.81	\$ 66.24
Training Officer	2080	118%	\$ 116,967.50	\$ 56.23	\$ 57.66	\$ 59.09	\$ 60.52
Chief Training Officer	2080	130%	\$ 128,862.50	\$ 61.95	\$ 63.38	\$ 64.81	\$ 66.24
Emergency Vehicle Technician	2080	100%	\$ 99,125.00	\$ 47.66	\$ 49.09	\$ 50.52	\$ 51.95
Acting Pay (adjustment when in acting in a high rank)							
1st Class FF to Captain	2184		\$ 17,843.28	\$ 8.17	\$ -	\$ -	\$ -
Captain to Platoon Chief	2184		\$ 11,902.80	\$ 5.45	\$ -	\$ -	\$ -
Platoon Chief in Training to Platoon Chief	2184		\$ 7,927.92	\$ 3.63	\$ -	\$ -	\$ -
Assistant CFPO to Chief FPO	2080		\$ 11,897.60	\$ 5.72	\$ -	\$ -	\$ -
FPO to ACFPPO	2080		\$ 9,921.60	\$ 4.77	\$ -	\$ -	\$ -
Training Officer to Chief Training Officer	2080		\$ 11,897.60	\$ 5.72	\$ -	\$ -	\$ -
Firefighters Hired (but not started) March 18, 2019 or later (date of award)							
Probationary Firefighter	2184	60%	\$ 59,475.00	\$ 27.23	\$ 28.59	\$ 29.95	\$ 31.31
4th Class Firefighter	2184	70%	\$ 69,387.50	\$ 31.77	\$ 33.13	\$ 34.49	\$ 35.85
3rd Class Firefighter	2184	80%	\$ 79,300.00	\$ 36.31	\$ 37.67	\$ 39.03	\$ 40.39
2nd Class Firefighter	2184	90%	\$ 89,212.50	\$ 40.85	\$ 42.21	\$ 43.57	\$ 44.93
1st Class Firefighter	2184	100%	\$ 99,125.00	\$ 45.39	\$ 46.75	\$ 48.11	\$ 49.47

**Fire Department Wage Schedule
January 1, 2019**

Based on 1st Class Firefighter		Year of Service and Rate			> 8 yrs @ 3%	> 17 yrs @ 6%	> 23 yrs @ 9%
\$	101,017.00	Increase based on 2184 hours			\$ 1.39	\$ 2.78	\$ 4.16
		Increase based on 2080 hours			\$ 1.46	\$ 2.91	\$ 4.37
Position	Hrs Per Year	% of 1st Class	Salary	Hourly Rate	3%	6%	9%
Alarm Room Tech - Probationary	2184	60%	\$ 60,610.20	\$ 27.75	\$ 29.14	\$ 30.53	\$ 31.91
Alarm Room Tech - 12 months	2184	65%	\$ 65,661.05	\$ 30.06	\$ 31.45	\$ 32.84	\$ 34.22
Alarm Room Tech - 24 months	2184	73%	\$ 73,742.41	\$ 33.76	\$ 35.15	\$ 36.54	\$ 37.92
Alarm Room Tech - 36 months	2184	80%	\$ 80,813.60	\$ 37.00	\$ 38.39	\$ 39.78	\$ 41.16
Alarm Room Tech - 48 months	2184	84%	\$ 84,854.28	\$ 38.85	\$ 40.24	\$ 41.63	\$ 43.01
Probationary Firefighter	2184	65%	\$ 65,661.05	\$ 30.06	\$ 31.45	\$ 32.84	\$ 34.22
4th Class Firefighter	2184	74%	\$ 74,752.58	\$ 34.23	\$ 35.62	\$ 37.01	\$ 38.39
3rd Class Firefighter	2184	82%	\$ 82,833.94	\$ 37.93	\$ 39.32	\$ 40.71	\$ 42.09
2nd Class Firefighter	2184	90%	\$ 90,915.30	\$ 41.63	\$ 43.02	\$ 44.41	\$ 45.79
1st Class Firefighter	2184	100%	\$ 101,017.00	\$ 46.25	\$ 47.64	\$ 49.03	\$ 50.41
Captain	2184	118%	\$ 119,200.06	\$ 54.58	\$ 55.97	\$ 57.36	\$ 58.74
Platoon Chief in Training	2184	122%	\$ 123,240.74	\$ 56.43	\$ 57.82	\$ 59.21	\$ 60.59
Platoon Chief	2184	130%	\$ 131,322.10	\$ 60.13	\$ 61.52	\$ 62.91	\$ 64.29
House Mechanic	2184	110%	\$ 111,118.70	\$ 50.88	\$ 52.27	\$ 53.66	\$ 55.04
Probationary Fire Prevention Officer	2080	92%	\$ 92,935.64	\$ 44.68	\$ 46.14	\$ 47.59	\$ 49.05
2nd Class Fire Prevention Officer	2080	100%	\$ 101,017.00	\$ 48.57	\$ 50.03	\$ 51.48	\$ 52.94
Fire Prevention Officer	2080	108%	\$ 109,098.36	\$ 52.45	\$ 53.91	\$ 55.36	\$ 56.82
Assistant Chief Fire Prevention Officer	2080	118%	\$ 119,200.06	\$ 57.31	\$ 58.77	\$ 60.22	\$ 61.68
Chief Fire Prevention Officer	2080	130%	\$ 131,322.10	\$ 63.14	\$ 64.60	\$ 66.05	\$ 67.51
Training Officer	2080	118%	\$ 119,200.06	\$ 57.31	\$ 58.77	\$ 60.22	\$ 61.68
Chief Training Officer	2080	130%	\$ 131,322.10	\$ 63.14	\$ 64.60	\$ 66.05	\$ 67.51
Emergency Vehicle Technician	2080	100%	\$ 101,017.00	\$ 48.57	\$ 50.03	\$ 51.48	\$ 52.94
Acting Pay (adjustment when in acting in a high rank)							
1st Class FF to Captain	2184		\$ 18,192.72	\$ 8.33	\$ -	\$ -	\$ -
Captain to Platoon Chief	2184		\$ 12,121.20	\$ 5.55	\$ -	\$ -	\$ -
Platoon Chief in Training to Platoon Chief	2184		\$ 8,080.80	\$ 3.70	\$ -	\$ -	\$ -
Assistant CFPO to Chief FPO	2080		\$ 12,126.40	\$ 5.83	\$ -	\$ -	\$ -
FPO to ACFO	2080		\$ 10,108.80	\$ 4.86	\$ -	\$ -	\$ -
Training Officer to Chief Training Officer	2080		\$ 12,126.40	\$ 5.83	\$ -	\$ -	\$ -
Firefighters Hired (but not started) March 18, 2019 or later (date of award)							
Probationary Firefighter	2184	60%	\$ 60,610.20	\$ 27.75	\$ 29.14	\$ 30.53	\$ 31.91
4th Class Firefighter	2184	70%	\$ 70,711.90	\$ 32.38	\$ 33.77	\$ 35.16	\$ 36.54
3rd Class Firefighter	2184	80%	\$ 80,813.60	\$ 37.00	\$ 38.39	\$ 39.78	\$ 41.16
2nd Class Firefighter	2184	90%	\$ 90,915.30	\$ 41.63	\$ 43.02	\$ 44.41	\$ 45.79
1st Class Firefighter	2184	100%	\$ 101,017.00	\$ 46.25	\$ 47.64	\$ 49.03	\$ 50.41

Fire Department Wage Schedule
January 1, 2020

Based on 1st Class Firefighter		Year of Service and Rate			> 8 yrs @ 3%	> 17 yrs @ 6%	> 23 yrs @ 9%
\$	103,047.00	Increase based on 2184 hours			\$ 1.42	\$ 2.83	\$ 4.25
		Increase based on 2080 hours			\$ 1.49	\$ 2.97	\$ 4.46
Position	Hrs Per Year	% of 1st Class	Salary	Hourly Rate	3%	6%	9%
Alarm Room Tech - Probationary	2184	60%	\$ 61,828.20	\$ 28.31	\$ 29.73	\$ 31.14	\$ 32.56
Alarm Room Tech - 12 months	2184	65%	\$ 66,980.55	\$ 30.67	\$ 32.09	\$ 33.50	\$ 34.92
Alarm Room Tech - 24 months	2184	73%	\$ 75,224.31	\$ 34.44	\$ 35.86	\$ 37.27	\$ 38.69
Alarm Room Tech - 36 months	2184	80%	\$ 82,437.60	\$ 37.75	\$ 39.17	\$ 40.58	\$ 42.00
Alarm Room Tech - 48 months	2184	87%	\$ 89,650.89	\$ 41.05	\$ 42.47	\$ 43.88	\$ 45.30
Probationary Firefighter	2184	65%	\$ 66,980.55	\$ 30.67	\$ 32.09	\$ 33.50	\$ 34.92
4th Class Firefighter	2184	74%	\$ 76,254.78	\$ 34.92	\$ 36.34	\$ 37.75	\$ 39.17
3rd Class Firefighter	2184	82%	\$ 84,498.54	\$ 38.69	\$ 40.11	\$ 41.52	\$ 42.94
2nd Class Firefighter	2184	90%	\$ 92,742.30	\$ 42.46	\$ 43.88	\$ 45.29	\$ 46.71
1st Class Firefighter	2184	100%	\$ 103,047.00	\$ 47.18	\$ 48.60	\$ 50.01	\$ 51.43
Captain	2184	118%	\$ 121,595.46	\$ 55.68	\$ 57.10	\$ 58.51	\$ 59.93
Platoon Chief in Training	2184	122%	\$ 125,717.34	\$ 57.56	\$ 58.98	\$ 60.39	\$ 61.81
Platoon Chief	2184	130%	\$ 133,961.10	\$ 61.34	\$ 62.76	\$ 64.17	\$ 65.59
House Mechanic	2184	110%	\$ 113,351.70	\$ 51.90	\$ 53.32	\$ 54.73	\$ 56.15
Probationary Fire Prevention Officer	2080	92%	\$ 94,803.24	\$ 45.58	\$ 47.07	\$ 48.55	\$ 50.04
2nd Class Fire Prevention Officer	2080	100%	\$ 103,047.00	\$ 49.54	\$ 51.03	\$ 52.51	\$ 54.00
Fire Prevention Officer	2080	108%	\$ 111,290.76	\$ 53.51	\$ 55.00	\$ 56.48	\$ 57.97
Assistant Chief Fire Prevention Officer	2080	118%	\$ 121,595.46	\$ 58.46	\$ 59.95	\$ 61.43	\$ 62.92
Chief Fire Prevention Officer	2080	130%	\$ 133,961.10	\$ 64.40	\$ 65.89	\$ 67.37	\$ 68.86
Training Officer	2080	118%	\$ 121,595.46	\$ 58.46	\$ 59.95	\$ 61.43	\$ 62.92
Chief Training Officer	2080	130%	\$ 133,961.10	\$ 64.40	\$ 65.89	\$ 67.37	\$ 68.86
Emergency Vehicle Technician	2080	100%	\$ 103,047.00	\$ 49.54	\$ 51.03	\$ 52.51	\$ 54.00
Acting Pay (adjustment when in acting in a high rank)							
1st Class FF to Captain	2184		\$ 18,542.16	\$ 8.49	\$ -	\$ -	\$ -
Captain to Platoon Chief	2184		\$ 12,361.44	\$ 5.66	\$ -	\$ -	\$ -
Platoon Chief in Training to Platoon Chief	2184		\$ 8,233.68	\$ 3.77	\$ -	\$ -	\$ -
Assistant CFPO to Chief FPO	2080		\$ 12,376.00	\$ 5.95	\$ -	\$ -	\$ -
FPO to ACFPO	2080		\$ 10,296.00	\$ 4.95	\$ -	\$ -	\$ -
Training Officer to Chief Training Officer	2080		\$ 12,376.00	\$ 5.95	\$ -	\$ -	\$ -
Alarm Room Technician Hired January 1, 2020							
Alarm Room Tech - Probationary	2184	60%	\$ 61,828.20	\$ 28.31	\$ 29.73	\$ 31.14	\$ 32.56
Alarm Room Tech - 12 months	2184	65%	\$ 66,980.55	\$ 30.67	\$ 32.09	\$ 33.50	\$ 34.92
Alarm Room Tech - 24 months	2184	70%	\$ 72,132.90	\$ 33.03	\$ 34.45	\$ 35.86	\$ 37.28
Alarm Room Tech - 36 months	2184	80%	\$ 82,437.60	\$ 37.75	\$ 39.17	\$ 40.58	\$ 42.00
Alarm Room Tech - 48 months	2184	87%	\$ 89,650.89	\$ 41.05	\$ 42.47	\$ 43.88	\$ 45.30
Firefighters Hired March 18, 2019 or later (date of award)							
Probationary Firefighter	2184	60%	\$ 61,828.20	\$ 28.31	\$ 29.73	\$ 31.14	\$ 32.56
4th Class Firefighter	2184	70%	\$ 72,132.90	\$ 33.03	\$ 34.45	\$ 35.86	\$ 37.28
3rd Class Firefighter	2184	80%	\$ 82,437.60	\$ 37.75	\$ 39.17	\$ 40.58	\$ 42.00
2nd Class Firefighter	2184	90%	\$ 92,742.30	\$ 42.46	\$ 43.88	\$ 45.29	\$ 46.71
1st Class Firefighter	2184	100%	\$ 103,047.00	\$ 47.18	\$ 48.60	\$ 50.01	\$ 51.43

Fire Department Wage Schedule
January 1, 2021

Based on 1st Class Firefighter		Year of Service and Rate			> 8 yrs @ 3%	> 17 yrs @ 6%	> 23 yrs @ 9%
\$ 105,029.00	Increase based on 2184 hours				\$ 1.44	\$ 2.89	\$ 4.33
	Increase based on 2080 hours				\$ 1.51	\$ 3.03	\$ 4.54
Position	Hrs Per Year	% of 1st Class	Salary	Hourly Rate	3%	6%	9%
Alarm Room Tech - Probationary	2184	60%	\$ 63,017.40	\$ 28.85	\$ 30.29	\$ 31.74	\$ 33.18
Alarm Room Tech - 12 months	2184	65%	\$ 68,268.85	\$ 31.26	\$ 32.70	\$ 34.15	\$ 35.59
Alarm Room Tech - 24 months	2184	73%	\$ 76,671.17	\$ 35.11	\$ 36.55	\$ 38.00	\$ 39.44
Alarm Room Tech - 36 months	2184	80%	\$ 84,023.20	\$ 38.47	\$ 39.91	\$ 41.36	\$ 42.80
Alarm Room Tech - 48 months	2184	90%	\$ 94,526.10	\$ 43.28	\$ 44.72	\$ 46.17	\$ 47.61
Probationary Firefighter	2184	65%	\$ 68,268.85	\$ 31.26	\$ 32.70	\$ 34.15	\$ 35.59
4th Class Firefighter	2184	74%	\$ 77,721.46	\$ 35.59	\$ 37.03	\$ 38.48	\$ 39.92
3rd Class Firefighter	2184	82%	\$ 86,123.78	\$ 39.43	\$ 40.87	\$ 42.32	\$ 43.76
2nd Class Firefighter	2184	90%	\$ 94,526.10	\$ 43.28	\$ 44.72	\$ 46.17	\$ 47.61
1st Class Firefighter	2184	100%	\$ 105,029.00	\$ 48.09	\$ 49.53	\$ 50.98	\$ 52.42
Captain	2184	118%	\$ 123,934.22	\$ 56.75	\$ 58.19	\$ 59.64	\$ 61.08
Platoon Chief in Training	2184	122%	\$ 128,135.38	\$ 58.67	\$ 60.11	\$ 61.56	\$ 63.00
Platoon Chief	2184	130%	\$ 136,537.70	\$ 62.52	\$ 63.96	\$ 65.41	\$ 66.85
House Mechanic	2184	110%	\$ 115,531.90	\$ 52.90	\$ 54.34	\$ 55.79	\$ 57.23
Probationary Fire Prevention Officer	2080	92%	\$ 96,626.68	\$ 46.46	\$ 47.97	\$ 49.49	\$ 51.00
2nd Class Fire Prevention Officer	2080	100%	\$ 105,029.00	\$ 50.49	\$ 52.00	\$ 53.52	\$ 55.03
Fire Prevention Officer	2080	108%	\$ 113,431.32	\$ 54.53	\$ 56.04	\$ 57.56	\$ 59.07
Assistant Chief Fire Prevention Officer	2080	118%	\$ 123,934.22	\$ 59.58	\$ 61.09	\$ 62.61	\$ 64.12
Chief Fire Prevention Officer	2080	130%	\$ 136,537.70	\$ 65.64	\$ 67.15	\$ 68.67	\$ 70.18
Training Officer	2080	118%	\$ 123,934.22	\$ 59.58	\$ 61.09	\$ 62.61	\$ 64.12
Chief Training Officer	2080	130%	\$ 136,537.70	\$ 65.64	\$ 67.15	\$ 68.67	\$ 70.18
Emergency Vehicle Technician	2080	100%	\$ 105,029.00	\$ 50.49	\$ 52.00	\$ 53.52	\$ 55.03
Acting Pay (adjustment when in acting in a high rank)							
1st Class FF to Captain	2184		\$ 18,913.44	\$ 8.66	\$ -	\$ -	\$ -
Captain to Platoon Chief	2184		\$ 12,601.68	\$ 5.77	\$ -	\$ -	\$ -
Platoon Chief in Training to Platoon Chief	2184		\$ 8,408.40	\$ 3.85	\$ -	\$ -	\$ -
Assistant CFPO to Chief FPO	2080		\$ 12,604.80	\$ 6.06	\$ -	\$ -	\$ -
FPO to ACFPO	2080		\$ 10,504.00	\$ 5.05	\$ -	\$ -	\$ -
Training Officer to Chief Training Officer	2080		\$ 12,604.80	\$ 6.06	\$ -	\$ -	\$ -
Alarm Room Technician Hired January 1, 2021 or later							
Alarm Room Tech - Probationary	2184	60%	\$ 63,017.40	\$ 28.85	\$ 30.29	\$ 31.74	\$ 33.18
Alarm Room Tech - 12 months	2184	65%	\$ 68,268.85	\$ 31.26	\$ 32.70	\$ 34.15	\$ 35.59
Alarm Room Tech - 24 months	2184	70%	\$ 73,520.30	\$ 33.66	\$ 35.10	\$ 36.55	\$ 37.99
Alarm Room Tech - 36 months	2184	80%	\$ 84,023.20	\$ 38.47	\$ 39.91	\$ 41.36	\$ 42.80
Alarm Room Tech - 48 months	2184	90%	\$ 94,526.10	\$ 43.28	\$ 44.72	\$ 46.17	\$ 47.61
Firefighters Hired March 18, 2019 or later (date of award)							
Probationary Firefighter	2184	60%	\$ 63,017.40	\$ 28.85	\$ 30.29	\$ 31.74	\$ 33.18
4th Class Firefighter	2184	70%	\$ 73,520.30	\$ 33.66	\$ 35.10	\$ 36.55	\$ 37.99
3rd Class Firefighter	2184	80%	\$ 84,023.20	\$ 38.47	\$ 39.91	\$ 41.36	\$ 42.80
2nd Class Firefighter	2184	90%	\$ 94,526.10	\$ 43.28	\$ 44.72	\$ 46.17	\$ 47.61
1st Class Firefighter	2184	100%	\$ 105,029.00	\$ 48.09	\$ 49.53	\$ 50.98	\$ 52.42

**Fire Department Wage Schedule
January 1, 2022**

Based on 1st Class Firefighter	Year of Service and Rate				> 8 yrs @ 3%	> 17 yrs @ 6%	> 23 yrs @ 9%
\$ 106,809.00	Increase based on 2184 hours				\$ 1.47	\$ 2.93	\$ 4.40
	Increase based on 2080 hours				\$ 1.54	\$ 3.08	\$ 4.62
Position	Hrs Per Year	% of 1st Class	Salary	Hourly Rate	3%	6%	9%
Alarm Room Tech - Probationary	2184	60%	\$ 64,085.40	\$ 29.34	\$ 30.81	\$ 32.27	\$ 33.74
Alarm Room Tech - 12 months	2184	65%	\$ 69,425.85	\$ 31.79	\$ 33.26	\$ 34.72	\$ 36.19
Alarm Room Tech - 24 months	2184	73%	\$ 77,970.57	\$ 35.70	\$ 37.17	\$ 38.63	\$ 40.10
Alarm Room Tech - 36 months	2184	80%	\$ 85,447.20	\$ 39.12	\$ 40.59	\$ 42.05	\$ 43.52
Alarm Room Tech - 48 months	2184	90%	\$ 96,128.10	\$ 44.01	\$ 45.48	\$ 46.94	\$ 48.41
Probationary Firefighter	2184	65%	\$ 69,425.85	\$ 31.79	\$ 33.26	\$ 34.72	\$ 36.19
4th Class Firefighter	2184	74%	\$ 79,038.66	\$ 36.19	\$ 37.66	\$ 39.12	\$ 40.59
3rd Class Firefighter	2184	82%	\$ 87,583.38	\$ 40.10	\$ 41.57	\$ 43.03	\$ 44.50
2nd Class Firefighter	2184	90%	\$ 96,128.10	\$ 44.01	\$ 45.48	\$ 46.94	\$ 48.41
1st Class Firefighter	2184	100%	\$ 106,809.00	\$ 48.91	\$ 50.38	\$ 51.84	\$ 53.31
Captain	2184	118%	\$ 126,034.62	\$ 57.71	\$ 59.18	\$ 60.64	\$ 62.11
Platoon Chief in Training	2184	122%	\$ 130,306.98	\$ 59.66	\$ 61.13	\$ 62.59	\$ 64.06
Platoon Chief	2184	130%	\$ 138,851.70	\$ 63.58	\$ 65.05	\$ 66.51	\$ 67.98
House Mechanic	2184	110%	\$ 117,489.90	\$ 53.80	\$ 55.27	\$ 56.73	\$ 58.20
Probationary Fire Prevention Officer	2080	92%	\$ 98,264.28	\$ 47.24	\$ 48.78	\$ 50.32	\$ 51.86
2nd Class Fire Prevention Officer	2080	100%	\$ 106,809.00	\$ 51.35	\$ 52.89	\$ 54.43	\$ 55.97
Fire Prevention Officer	2080	108%	\$ 115,353.72	\$ 55.46	\$ 57.00	\$ 58.54	\$ 60.08
Assistant Chief Fire Prevention Officer	2080	118%	\$ 126,034.62	\$ 60.59	\$ 62.13	\$ 63.67	\$ 65.21
Chief Fire Prevention Officer	2080	130%	\$ 138,851.70	\$ 66.76	\$ 68.30	\$ 69.84	\$ 71.38
Training Officer	2080	118%	\$ 126,034.62	\$ 60.59	\$ 62.13	\$ 63.67	\$ 65.21
Chief Training Officer	2080	130%	\$ 138,851.70	\$ 66.76	\$ 68.30	\$ 69.84	\$ 71.38
Emergency Vehicle Technician	2080	100%	\$ 106,809.00	\$ 51.35	\$ 52.89	\$ 54.43	\$ 55.97
Acting Pay (adjustment when in acting in a high rank)							
1st Class FF to Captain	2184		\$ 19,219.20	\$ 8.80	\$ -	\$ -	\$ -
Captain to Platoon Chief	2184		\$ 12,820.08	\$ 5.87	\$ -	\$ -	\$ -
Platoon Chief in Training to Platoon Chief	2184		\$ 8,539.44	\$ 3.91	\$ -	\$ -	\$ -
Assistant CFPO to Chief FPO	2080		\$ 12,812.80	\$ 6.16	\$ -	\$ -	\$ -
FPO to ACFPO	2080		\$ 10,691.20	\$ 5.14	\$ -	\$ -	\$ -
Training Officer to Chief Training Officer	2080		\$ 12,812.80	\$ 6.16	\$ -	\$ -	\$ -
Alarm Room Technician Hired January 1, 2021 or later							
Alarm Room Tech - Probationary	2184	60%	\$ 64,085.40	\$ 29.34	\$ 30.81	\$ 32.27	\$ 33.74
Alarm Room Tech - 12 months	2184	65%	\$ 69,425.85	\$ 31.79	\$ 33.26	\$ 34.72	\$ 36.19
Alarm Room Tech - 24 months	2184	70%	\$ 74,766.30	\$ 34.23	\$ 35.70	\$ 37.16	\$ 38.63
Alarm Room Tech - 36 months	2184	80%	\$ 85,447.20	\$ 39.12	\$ 40.59	\$ 42.05	\$ 43.52
Alarm Room Tech - 48 months	2184	90%	\$ 96,128.10	\$ 44.01	\$ 45.48	\$ 46.94	\$ 48.41
Firefighters Hired March 18, 2019 or later (date of award)							
Probationary Firefighter	2184	60%	\$ 64,085.40	\$ 29.34	\$ 30.81	\$ 32.27	\$ 33.74
4th Class Firefighter	2184	70%	\$ 74,766.30	\$ 34.23	\$ 35.70	\$ 37.16	\$ 38.63
3rd Class Firefighter	2184	80%	\$ 85,447.20	\$ 39.12	\$ 40.59	\$ 42.05	\$ 43.52
2nd Class Firefighter	2184	90%	\$ 96,128.10	\$ 44.01	\$ 45.48	\$ 46.94	\$ 48.41
1st Class Firefighter	2184	100%	\$ 106,809.00	\$ 48.91	\$ 50.38	\$ 51.84	\$ 53.31

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 Firefighter, he/she shall be advanced and receive the yearly salary as noted in this Agreement.

15:04 RECOGNITION PAY

The base salary of each member of the Association will be adjusted as follows:

(a) In the year an employee completes eight (8) years of service, an additional three (3) % of the Full Time Fire Fighter's salary.

In the year an employee completes seventeen (17) years of service, an additional six (6) % of the Full Time Fire Fighter's salary.

In the year an employee completes twenty-three (23) years of service, an additional nine (9) % of the Full Time Fire Fighter's salary.

(b) Recognition pay will be based on the 1st class Fire Fighter's rate and will be applied to all members of the Association.

(c) Amounts paid under this Article will be added to the member's base end rate salary as set out in Article 15:01 Schedule A and will form part of the Full-Time Fire Fighter's regular annual salary for the purpose of determining the hourly rate where the payment of an hourly rate is applicable under the Collective Agreement

(d) It is understood that this hourly rate will be included as a pensionable earning as defined by OMERS and will be used to calculate all entitlements under the Collective Agreement that are presently calculated on the basis of the Full-Time Fire Fighter's hourly or regular annual salary.

(e) The Recognition Pay shall form part of the base salary and shall be paid bi-weekly.

(f) It is further understood that payments made pursuant to this Article will commence on the anniversary date the Full-Time Fire Fighter completes their year of service as set out within this Article.

(g) No Recognition pay is payable to a member for the period of the time they are on suspension without pay for disciplinary reasons.

15:05 The acting rank will apply to replace Platoon Chiefs, Chief Training Officer and Chief FPO, ACFPO, and Captains when they are absent from work or

removed from their duties for reasons such as holidays, sickness, fire college, training, bereavement, time owing and secondments. 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. If a member has been seconded to the FPO or Training Divisions, they will not qualify for acting rank.

The rate differential paid shall be calculated on the following basis related to the hours worked as set out above in the wage schedule.

The acting rank 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 to pay every other Thursday, 1/26 of the annual salary in effect at that time.

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 hired outside the Suppression ranks goes beyond the probationary period as a Fire Prevention Officer, and is desirous of transferring to the Suppression Division, such transfer will be considered on the basis of this employee being placed in the rank of a Probationary Fire Fighter. Such appointment will be considered only if there is an opening. All applicants meeting the eligible criteria will be required to successfully complete the recruitment process. 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.

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 Deputy Chief(s) or in his absence, the Fire Chief, in an effort to resolve the complaint. For the purpose of this article, working day will mean Monday to Friday, excluding City Holidays.

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) working days after notification of a formal grievance is received by the Fire Chief, the aggrieved employee, represented and accompanied by the Association's Grievance Committee with the Fire Chief and/or the Deputy Chief(s) to have the Grievance heard. A decision and reason therefore shall be rendered by the Chief within ten (10) working days after this meeting. The Association will have thirty (30) working days from the date of receipt of the Chief's decision to declare acceptance or advise they wish to proceed to Stage 3.

Stage 3

Failing settlement through the foregoing procedure, the Association's Grievance Committee, together with the aggrieved employee may present the grievance to the Chief Administrative Officer **or the Deputy Chief Administrative Officer**, the **General Manager** of Human Resources (or their designate) and the **Fire Chief** (or their designate) shall render a decision and reason for the decision within ten (10) working days of such presentation. The Association will have thirty (30) working days from the date of receipt of the decision to declare acceptance or advise they wish to proceed to stage 4.

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.

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 OMERS Basic Pension will be supplied by the Corporation. In the event that changes are made to the registered pension plan, which provides for increased contributions for the provision of an employee pension that exceeds the standard 2%, the Corporation agrees to enter into discussions with the Association with respect to any changes.

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 Protection and Prevention 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 Protection and Prevention 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 Protection and Prevention 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 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 Protection and Prevention 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.

23:02 **(a)** The Corporation will maintain a minimum number of on-duty personnel at a level of not less than twenty-eight (28) personnel and a minimum of personnel per platoon at a level of not less than thirty-nine (39) personnel.

(b) The Corporation and the Association agree to the following apparatus and personnel deployment when the Suppression Division is at minimum staffing (28 personnel):

At each station, each front line apparatus shall be staffed with a minimum of one (1) Captain and three (3) Firefighters and one of those apparatus shall be the Aerial. The Platoon Chief Vehicle shall be staffed with a Platoon Chief or Acting Platoon Chief and a Fire Ground Incident Technician (FIT). Dispatch shall continue to consist of two (2) Alarm Room Technicians or Back-up Dispatchers.

The Corporation and the Association agree to the following apparatus and personnel deployment when the Suppression Division is above minimum staffing at 30 personnel:

At each station, each front line apparatus shall be staffed with a minimum of one (1) Captain and three (3) Firefighters, the Aerial shall be staffed with a minimum of one (1) Captain and one (1) Firefighter providing there are two (2) officers or acting officers. No overtime will be called to staff the Aerial for a Captain or Acting Captain. If only one (1) Captain or Acting Captain is at the station where the Aerial is, the Aerial will be staffed with one (1) Captain and three (3) Firefighters. The other two (2) Firefighters will be posted at the discretion of the Platoon Chief. The Platoon Chief Vehicle shall be staffed with a Platoon Chief or Acting Platoon Chief and a (FIT). If the Tanker is dispatched, it shall be staffed at the discretion of the Platoon Chief, at which time the crew of the front line apparatus shall staff the Aerial until the Tanker returns. Dispatch shall continue to consist of two (2) Alarm Room Technicians or Back-up Dispatchers.

The Corporation and the Association agree to the following apparatus and personnel deployment when the Suppression Division is above minimum staffing at 32 personnel:

At each station, each front line apparatus shall be staffed with a minimum of one (1) Captain and three (3) Firefighters. The Aerial shall be staffed with a minimum of one (1) Captain and three (3) Firefighters, and the Platoon Chief Vehicle shall be staffed with a Platoon Chief or Acting Platoon Chief and a Firefighter as a (FIT). If the Tanker is dispatched, it shall be staffed with a minimum of two (2) suppression personnel at the discretion of the Platoon Chief. Dispatch shall continue to consist of two (2) Alarm Room Technicians or Back-up Dispatchers.

The Corporation and the Association agree to the following apparatus and personnel deployment when the Suppression Division is above minimum staffing of 34 personnel:

At each station, each front line apparatus shall be staffed with a minimum of one (1) Captain and three (3) Firefighters and the Aerial shall be staffed with a minimum of one (1) Captain and three (3) Firefighters. The Platoon Chief Vehicle shall be staffed with a Platoon Chief or Acting Platoon Chief and a Firefighter as a (FIT). The Tanker shall be staffed with two (2) suppression personnel at the discretion of the Platoon Chief. Dispatch shall continue to consist of two (2) Alarm Room Technicians or Back-up Dispatchers.

Any staffing above 34 will follow the above procedure. The Platoon Chief will, at their discretion, be able to up staff any station with any additional staff above 34.

ARTICLE 24:00 SUCCESSOR RIGHTS

24:01 No full-time Fire Fighter shall suffer a loss of employment as a result of a sale, transfer, amalgamation or merger. If the City enters into discussions with a third party as a result of a sale, transfer, amalgamation or merger, Local 467 shall be included as an interested party.

ARTICLE 25:00 NEW CLASSIFICATIONS

25:01 If the Corporation establishes a new position or classification or seconds an employee, for a temporary assignment of forty-two (42) calendar days or longer, during the course of this agreement, the Corporation shall set the classification, rate of pay, uniform issue, hours of work and all other working conditions. The Corporation shall notify the Association of these particulars not less than fourteen (14) calendar days prior to the beginning of the assignment of position.

The Association may request a meeting to negotiate and discuss these particulars. This meeting shall be held within fourteen (14) calendar days or such other mutually convenient time.

ARTICLE 26:00 DURATION

26:01 This Agreement shall be in effect from **January 1, 2018 to December 31, 2022** 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.

26:02 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 26 **day of** June, 2019

THE CORPORATION OF
THE CITY OF GUELPH

THE GUELPH PROFESSIONAL
FIREFIGHTERSASSOCIATION



Cam Guthrie, Mayor



Colin Hunter



City Clerk



Sven Christensen

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND


THE GUELPH PROFESSIONAL FIREFIGHTERS' ASSOCIATION

RE: NFPA 1710 Implementation

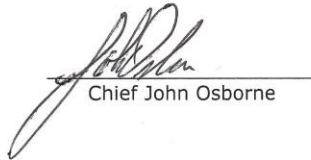
It is agreed that the Fire Chief and the Deputy Chief(s), in consultation with the Executive of the Association, will review the current NFPA 1710 Standard. The purpose of the review will be to determine and report on the application and impact of the implementation of these standards to the operation of the Guelph Fire Department at a future point in time.

Dated 13 day of MAY, 2019

For the Employer

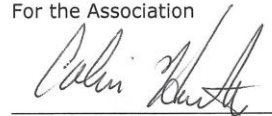


David Godwaldt



Chief John Osborne

For the Association



Colin Hunter



Sven Christensen

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

THE GUELPH PROFESSIONAL FIREFIGHTERS' ASSOCIATION

Re: Nylon Parka, Rain Coat and Cap

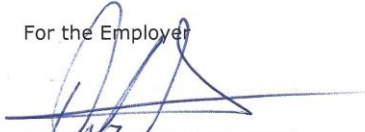
The parties agree to form a committee to review the "Nylon parka" and "Raincoat and Cap" found at article 7:01.

The committee will consist of two (2) members from the Association appointed by the President, and two (2) members from the Fire Management who are appointed by the Fire Chief.


The committee will meet at a mutually agreed time and place to have the meeting(s).

Dated 13 day of MAY, 2019

For the Employer




David Godwaldt




Chief John Osborne

For the Association



Colin Hunter



Sven Christensen