



AGREEMENT

Between the

CORPORATION OF THE

CITY OF GUELPH

And the

GUELPH PROFESSIONAL

FIREFIGHTERS' ASSOCIATION

2010/2011/2012

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AGREEMENT

January 1, 2010 to December 31, 2012

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 Fire Fighter's Association who may be either a party to or the subject of 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.
- 5:02(a) Each employee shall be entitled to a leave of absence with remuneration, in the case of sickness or incapacity the equivalent of one and one half (1 ½) working days per month in each year commencing from the date of employment. In addition, the employee shall be entitled to carry over into subsequent years a credit for such leave of absence not used during any working year. Maximum credit, which each employee shall be allowed to accumulate in one year shall be eighteen (18) days and which eighteen (18) days credit shall be reduced by the number of days during the said year on which the employee has obtained leave of absence due to sickness or incapacity.
- (b) Suppression employees and Alarm Room Technicians off on sick leave shall have deducted from their sick bank as follows: Day shift – one (1) day, night shift - one (1) day, 24 hour Sunday – two (2) days.
- (c) Fire Prevention employees, Training employees and Emergency Vehicle Technicians off on sick leave shall have deducted from their sick bank as follows: Day Shift – one (1) day.
- Current employees in Fire Prevention, Training and Emergency Vehicle Technicians, as per the date of ratification of the collective agreement, will accrue sick leave as defined in 5:02 (a) at twelve (12) hours per day for each of the one and one half (1 ½) days per month / eighteen (18) days per year. Relief of the sick days as per 5:02 (c) will be at eight (8) hour days.
- Any new hires, after ratification of the collective agreement, to the above departments will accrue and have sick days relieved at an eight (8) hour day.
- 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 seven (7) years employment except on normal retirement or death, each employee or his/her estate shall be entitled to an amount equal to one-half the number of days standing to his/her credit and in any event not in excess of one-half year's earnings at the rate received by them immediately prior to

termination of employment. One year of employment shall represent 182 working days.

5:06(a) Employees will provide a Doctor's Certificate (at the employer's expense if not covered by OHIP) for each absence of over three (3) days duration if the absence is due to ill health. Such certificate being presented within forty-eight (48) hours of returning to work or the certificate will not be accepted.

(b) The Corporation shall request an employee off on sick leave for more than thirteen (13) working days to visit the employee's doctor (at the employer's expense if not covered by OHIP) for an assessment. This assessment is to provide the reason for the absence and the possible return to work date, of the employee.

5:06(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 the modified work.)

4. A temporary modified work plan may be made on the Platoon shifts, (10 hour, 14 hour shifts or 24 hour shifts), 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 0930hrs, 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 Co-ordinator, 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 the 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**

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) Retired employees shall receive a Term Policy of \$25,000 until they reach their 65th birthday.

5:08 In contributing to double indemnity insurance coverage the Corporation is not required to provide additional remuneration to that provided by the Workplace Safety and Insurance Board to widows and dependants of employees, who may lose their life, while on duty or as a result of injury or sickness caused while on duty, other than the benefits as outlined in this Agreement.

5:09 The Corporation shall pay 100% of the premium cost of a Long Term Disability Plan. The following shall be terms of the Long Term Disability Plan:

- (a) An employee shall use all his/her sick leave plus the E.I. Sick Leave Benefits before he/she is eligible for L.T.D.
- (b) An employee ceases to be an employee after 24 months of own occupation of L.T.D.
- (c) Limits – 75% of gross earnings. Based on last day of expired sick time.
- (d) All new employees hired must participate in the L.T.D. Plan with a three month waiting period.

- (e) An employee who commences an L.T.D. claim after their fiftieth (50th) birthday will be provided benefits until their sixtieth (60th) birthday.

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 fire fighter's home, for the duration of the quarantine.

**ARTICLE 6:00 HOSPITAL, MEDICAL AND SURGICAL INSURANCE
COVERAGE**

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

- (a) Supplementary Liberty Health Plan or equivalent (Semi-Private Ward Coverage).
- (b) Liberty Health Extended Health Care Plan 10/20 or equivalent. \$.35 prescription Plan. Generic drugs only unless no generic drugs are available or other drugs ordered by the physician.
- (c) Liberty Health Deluxe out of country Medical Coverage, or equivalent.
- (d) Hearing Aid Care that reimburses the full cost of a prescribed hearing aid(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.
- (e) Physiotherapy coverage-up to a maximum of **\$900** annually.
- (f) Massage Therapy coverage - up to a maximum of **\$900** annually.
- (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 **\$425** maximum every twenty four (24) months.
Effective January 1, 2012 – Vision Care providing coverage of \$450 maximum every twenty four (24) months.
Coverage may include laser eye surgery to the plan maximum. An eye exam every twenty four (24) months is in addition to the plan maximum.
- (i) **Orthotics to a maximum of \$375 for one pair or \$750 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) **Acupuncture, Naturopath or Homeopath coverage to a combined plan maximum of \$500 per covered individual, per calendar year. This covers all the services of a health care provider registered and duly licensed in these professions.**
- (k) **Sleep Apnea coverage to a maximum of \$500 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.**
- (l) **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.**
- (m) 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.

(n) **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.

- 6:02 The Corporation shall pay 100 % of the premium cost of Liberty Health Dental Plan 15, or equivalent. The plan will provide coverage at the previous year's O.D.A. rate with annual automatic updating each year and that the updating remain 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 **\$2600** lifetime maximum per person.

The Corporation shall pay 100% of the premium cost of Liberty Health Dental Plan 15, or equivalent. The plan will provide coverage at the previous year's O.D.A. rate with annual automatic updating each year and that the updating remain 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 \$2800 lifetime maximum per person, effective January 1, 2012.

- 6:03 A dependant 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.
- 6:04(a) The Corporation will provide Firefighters who retire within ten years of normal retirement on an O.M.E.R.S pension plan or are on a disability pension between 50 and 60 years of age the benefits as described in 6:01 (a), (b), (c), (d), (e), (f), (g), (h), **and (i), (j), (k), (l), (m) and (n)** which are: Liberty Health Extended

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

- (b) The surviving spouse and dependents of fire fighters killed in action while in the discharge of their duties or dies from injuries received in the service of the Corporation as a firefighter and in either case for which a compensation award is made by the Workplace Safety and Insurance Board, the Corporation will seek to have the above named included in the benefit plans for Liberty Health Extended Health Plan 10/20, \$.35 prescription plan, Liberty Health Dental Plan and Vision Care, Liberty Health Deluxe out of country medical coverage or equivalent or will pay an amount equal to the premium cost to the Corporation for the listed plans if the persons outlined above were employed by the Corporation. This provision will be provided to 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 dependant(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 six (6) months after their death. The spouse and eligible dependant(s) may apply for an additional six (6) months coverage, providing they do not have eligibility to similar benefits under any other plan.

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:

<u>Dress Uniform</u>
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
One (1) Eisenhower jacket
One (1) black FD web belt

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:

<u>Station Uniform</u>
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
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

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

<u>Station Uniform</u>	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 four (4) pairs of black socks	1	4
Pair of safety shoes	11	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

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. **Seventy five (75) 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. Lost or stolen articles from the standard list will be replaced by the Corporation without a reduction of points.
4. Alterations will be at the Corporations expense.
5. It will be the responsibility of each employee to maintain a complete, appropriate and professional uniform.
6. **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 fire fighting 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.

Fire Fighting Gear

Balaclava
Bunker Clothing
Helmet
Safety **Fire Fighting** Gloves
Safety **Fire Fighting** Boots
SCBA Face Piece
Compatible Voice Amplifier

- 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 fibre 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 fibre content and quality, which are mutually agreed upon by the Corporation and the Association.

ARTICLE 8:00 VACATIONS

- 8:01 a. All employees of the Guelph Fire Department with less than five years employment shall be granted two (2) weeks vacation with pay. Two weeks vacation shall consist of a minimum of eight (8) consecutive duty days.
- 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.**
- 8:02 All employees upon completion of five (5) full year's employment shall be granted three (3) weeks vacation with pay. Three weeks vacation shall consist of a minimum of twelve (12) duty days.
- 8:03 Suppression employees and 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.

8:04 Fire Prevention employees, Training employees and Emergency Vehicle Technicians shall receive vacations as follows:

Two (2) weeks vacation shall mean ten (10) duty days.
Three (3) weeks vacation shall mean fifteen (15) duty days.
Four (4) weeks vacation shall mean twenty (20) duty days.
Five (5) weeks vacation shall mean twenty-five (25) duty days.
Six (6) weeks vacation shall mean thirty (30) duty days.

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

8:06 All employees of the Department on completion of ten (10) full years of employment shall be granted one (1) additional weeks vacation with pay.

8:07 All employees of the Department on completion of sixteen (16) full years of employment shall be granted one (1) additional weeks vacation with pay.

8:08 All employees of the Department on completion of twenty-three (23) full years of employment shall be granted one (1) additional weeks vacation with pay.

8:09 Employees who receive their fourth, fifth and sixth 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 and Alarm Room Technicians, one weeks 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. 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 All Suppression employees and Alarm Room Technicians shall be granted eight (8) additional working days, as holidays 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)** days pay (one day is calculated at 1/182 times annual pay) in lieu of Easter Monday, Boxing Day, Remembrance Day, **Family Day** and Floater Day, to be paid the first pay in December.
- 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.**

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.
- 10:02 Where the qualifications of the candidates for promotions based on all the factors set out in this Article are approximately equal, and then seniority shall govern.
- 10:03 Seniority shall be defined as the length of employment calculated from the date the employee commenced work with the Fire Department and is accumulated on a Fire Department wide basis.

Seniority is lost if:

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

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

- (b) In the event of recall, employees shall be recalled in the order of their respective Fire Department wide seniority, consistent with the ability of the employee to perform the work.
- (c) No new employee shall be hired until those laid-off have been given the opportunity of recall.
- (d) Benefits for employees, except for sick leave and L.T.D., shall continue for a period of three (3) months from the time of lay-off and may be continued for a further nine (9) months on payment of premiums through the Association on his/her behalf. The payment will be made in accordance with a schedule drawn up by City Hall, not later than the tenth (10th) of each month.

10:05 At least sixty (60) days prior to any lay-off, the Corporation will notify the Association in writing of their intention to lay-off. As soon as reasonably practicable thereafter representatives of the parties will meet to discuss and explain the pending lay-off.

10:06 Any vacancy in the Guelph Fire Department caused by dismissal, resignation, death or retirement, shall be filled forthwith.

10:07 Any employee, who is laid off and who exercises his/her seniority at the time of lay-off to bump into the Alarm Room Technician classification shall continue to be paid his/her regular rate prior to the lay-off and shall advance in accordance with Article 15:03.

10:08 All vacancies in the Alarm Room Technician positions shall be posted for a period of seven (7) days. Any person may apply for such vacancy and shall be assigned to the vacancy in accordance with their seniority. No person shall be hired as an Alarm Room Technician until such posting provisions have been completed. Any

person, who chooses to apply for and is successful in obtaining the position of Alarm Room Technician, shall be paid the Alarm Room Technician rate under the provisions of the collective agreement.

10:09 (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.

(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 convention of the Ontario Professional Fire Fighters Association, shall be allowed four (4) days leave of absence, with pay in any one year for the purpose of attending such convention. If all three people are off one group, the Association will supply one person for duty if required.

11:02 The President, Secretary and Treasurer of the Guelph Professional Firefighters' Association or any member not exceeding three (3) of any negotiating committee duly elected or appointed shall be granted such leave of absence with pay, as may be necessary for proper performance of the duties of their respective offices locally at the discretion of the Fire Chief.

11:03 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 BEAREAVEMENT 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.

- (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.
- (c) Two (2) days leave of absence will be granted following the death of: brother in law, sister-in-law or grandparent.
- (d) One (1) day leave of absence will be granted following the death of: spouse's grandparent.

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.

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(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.

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.

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

- (b) The 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 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.
- 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.
- 13:03 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"

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 eighty four (84) hours or be paid out at the rate of one and one half their hourly rate.

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 eighty four (84) hours will be paid out in the pay period the overtime occurred.

Employees with overtime currently exceeding eighty four (84) 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 eighty four (84) hours (no time limit on use of excess hours).

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.

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 2010-2012 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 120% of First Class Fire Fighter's rate.
 - (c) Captain, Assistant Chief Fire Prevention Officer and Training Officer rate shall be 116% of the First Class Fire Fighter's rate.
 - (d) Captain in Training (CIT) rate shall be 116% (when performing CIT duties) of First Class Fire Fighter's rate.
 - (e) Platoon Chief, Chief Training Officer and Chief Fire Prevention Officer rate shall be 128% of First Class Fire Fighter's rate.
 - (f) Wages for ranks below First Class to be as shown in schedule "A".
 - (g) Alarm Room Technician rate shall be as follows:
 - Probationer Position - 65% of First Class Fire Fighter's rate.
 - Twelve (12) month position - 70% of First Class Fire Fighter's rate.

Twenty-four (24) month position - 75% of First Class Fire Fighter's rate.
Thirty-six (36) month position – 80% of First Class Fire Fighter's rate.

- (h) The Emergency Vehicle Technician rate shall be 100% of First Class Fire Fighter's rate

The following percentage increases are shown in schedule "A" for:

<u>Date</u>	<u>Increase</u>	<u>1st Class Annual Salary</u>
January 1, 2010	2.82%	\$80,798
January 1, 2011	2.00%	\$82,414
July 1, 2011	0.90%	\$83,156
January 1, 2012	2.00%	\$84,819
July 1, 2012	0.90%	\$85,582

January 1, 2010

**Wage
Calculations**

Starting rate: \$78,582
Percentage increase: 2.82%

	Percent of 1st. Class.	Jan 1/10 Rate	Increase	End Rate
Chief Training Officer	128%	\$100,585	\$2,836	\$103,421
Platoon Chief	128%	\$100,585	\$2,836	\$103,421
Chief F.P.O.	128%	\$100,585	\$2,836	\$103,421
Platoon Chief In Training	120%	\$94,298	\$2,659	\$96,958
Assistant C.F.P.O.	116%	\$91,155	\$2,571	\$93,726
Training Officer	116%	\$91,155	\$2,571	\$93,726
Captain	116%	\$91,155	\$2,571	\$93,726
Fire Prevention Officer	108%	\$84,869	\$2,393	\$87,262
1st Class Fire Fighter	100%	\$78,582	\$2,216	\$80,798
2nd Class F.P.O.	100%	\$78,582	\$2,216	\$80,798
2nd Class Fire Fighter	92%	\$72,295	\$2,039	\$74,334
Probationary F.P.O.	92%	\$72,295	\$2,039	\$74,334
3rd Class Fire Fighter	84%	\$66,009	\$1,861	\$67,870
4th Class Fire Fighter	76%	\$59,722	\$1,684	\$61,406
Alarm Room Tech.(36 mos.)	80%	\$62,866	\$1,773	\$64,638
Alarm Room Tech.(24 mos.)	75%	\$58,937	\$1,662	\$60,599
Probationary Fire Fighter	70%	\$55,007	\$1,551	\$56,559
Alarm Room Tech.(12 mos.)	70%	\$55,007	\$1,551	\$56,559
Alarm Room Tech.(prob.)	65%	\$51,078	\$1,440	\$52,519
Emergency Vehicle Technician	100%	\$78,582	\$2,216	\$80,798

January 1, 2011

**Wage
Calculations**

Starting rate: \$80,798
Percentage increase: 2.00%

	Percent of 1st. Class.	Jan 1/11 Rate	Increase	End Rate
Chief Training Officer	128%	\$103,421	\$2,068	\$105,490
Platoon Chief	128%	\$103,421	\$2,068	\$105,490
Chief F.P.O.	128%	\$103,421	\$2,068	\$105,490
Platoon Chief In Training	120%	\$96,958	\$1,939	\$98,897
Assistant C.F.P.O.	116%	\$93,726	\$1,875	\$95,600
Training Officer	116%	\$93,726	\$1,875	\$95,600
Captain	116%	\$93,726	\$1,875	\$95,600
Fire Prevention Officer	108%	\$87,262	\$1,745	\$89,007
1st Class Fire Fighter	100%	\$80,798	\$1,616	\$82,414
2nd Class F.P.O.	100%	\$80,798	\$1,616	\$82,414
2nd Class Fire Fighter	92%	\$74,334	\$1,487	\$75,821
Probationary F.P.O.	92%	\$74,334	\$1,487	\$75,821
3rd Class Fire Fighter	84%	\$67,870	\$1,357	\$69,228
4th Class Fire Fighter	76%	\$61,406	\$1,228	\$62,635
Alarm Room Tech.(36 mos.)	80%	\$64,638	\$1,293	\$65,931
Alarm Room Tech.(24 mos.)	75%	\$60,599	\$1,212	\$61,810
Probationary Fire Fighter	70%	\$56,559	\$1,131	\$57,690
Alarm Room Tech.(12 mos.)	70%	\$56,559	\$1,131	\$57,690
Alarm Room Tech.(prob.)	65%	\$52,519	\$1,050	\$53,569
Emergency Vehicle Technician	100%	\$80,798	\$1,616	\$82,414

July 1, 2011

**Wage
Calculations**

Starting rate: \$82,414
Percentage increase: 0.90%

	Percent of 1st. Class.	July 1/11 Rate	Increase	End Rate
Chief Training Officer	128%	\$105,490	\$949	\$106,439
Platoon Chief	128%	\$105,490	\$949	\$106,439
Chief F.P.O.	128%	\$105,490	\$949	\$106,439
Platoon Chief In Training	120%	\$98,897	\$890	\$99,787
Assistant C.F.P.O.	116%	\$95,600	\$860	\$96,461
Training Officer	116%	\$95,600	\$860	\$96,461
Captain	116%	\$95,600	\$860	\$96,461
Fire Prevention Officer	108%	\$89,007	\$801	\$89,808
1st Class Fire Fighter	100%	\$82,414	\$742	\$83,156
2nd Class F.P.O.	100%	\$82,414	\$742	\$83,156
2nd Class Fire Fighter	92%	\$75,821	\$682	\$76,503
Probationary F.P.O.	92%	\$75,821	\$682	\$76,503
3rd Class Fire Fighter	84%	\$69,228	\$623	\$69,851
4th Class Fire Fighter	76%	\$62,635	\$564	\$63,198
Alarm Room Tech.(36 mos.)	80%	\$65,931	\$593	\$66,525
Alarm Room Tech.(24 mos.)	75%	\$61,811	\$556	\$62,367
Probationary Fire Fighter	70%	\$57,690	\$519	\$58,209
Alarm Room Tech.(12 mos.)	70%	\$57,690	\$519	\$58,209
Alarm Room Tech.(prob.)	65%	\$53,569	\$482	\$54,051
Emergency Vehicle Technician	100%	\$82,414	\$742	\$83,156

January 1, 2012

**Wage
Calculations**

Starting rate: \$83,156
Percentage increase: 2.00%

	Percent of 1st. Class.	Jan 1/12 Rate	Increase	End Rate
Chief Training Officer	128%	\$106,440	\$2,129	\$108,568
Platoon Chief	128%	\$106,440	\$2,129	\$108,568
Chief F.P.O.	128%	\$106,440	\$2,129	\$108,568
Platoon Chief In Training	120%	\$99,787	\$1,996	\$101,783
Assistant C.F.P.O.	116%	\$96,461	\$1,929	\$98,390
Training Officer	116%	\$96,461	\$1,929	\$98,390
Captain	116%	\$96,461	\$1,929	\$98,390
Fire Prevention Officer	108%	\$89,808	\$1,796	\$91,605
1st Class Fire Fighter	100%	\$83,156	\$1,663	\$84,819
2nd Class F.P.O.	100%	\$83,156	\$1,663	\$84,819
2nd Class Fire Fighter	92%	\$76,504	\$1,530	\$78,034
Probationary F.P.O.	92%	\$76,504	\$1,530	\$78,034
3rd Class Fire Fighter	84%	\$69,851	\$1,397	\$71,248
4th Class Fire Fighter	76%	\$63,199	\$1,264	\$64,463
Alarm Room Tech.(36 mos.)	80%	\$66,525	\$1,330	\$67,855
Alarm Room Tech.(24 mos.)	75%	\$62,367	\$1,247	\$63,614
Probationary Fire Fighter	70%	\$58,209	\$1,164	\$59,373
Alarm Room Tech.(12 mos.)	70%	\$58,209	\$1,164	\$59,373
Alarm Room Tech.(prob.)	65%	\$54,051	\$1,081	\$55,132
Emergency Vehicle Technician	100%	\$83,156	\$1,663	\$84,819

July 1, 2012

**Wage
Calculations**

Starting rate: \$84,819
Percentage increase: 0.90%

	Percent of 1st. Class.	Jan 1/12 Rate	Increase	End Rate
Chief Training Officer	128%	\$108,568	\$977	\$109,545
Platoon Chief	128%	\$108,568	\$977	\$109,545
Chief F.P.O.	128%	\$108,568	\$977	\$109,545
Platoon Chief In Training	120%	\$101,783	\$916	\$102,699
Assistant C.F.P.O.	116%	\$98,390	\$886	\$99,276
Training Officer	116%	\$98,390	\$886	\$99,276
Captain	116%	\$98,390	\$886	\$99,276
Fire Prevention Officer	108%	\$91,605	\$824	\$92,429
1st Class Fire Fighter	100%	\$84,819	\$763	\$85,582
2nd Class F.P.O.	100%	\$84,819	\$763	\$85,582
2nd Class Fire Fighter	92%	\$78,033	\$702	\$78,736
Probationary F.P.O.	92%	\$78,033	\$702	\$78,736
3rd Class Fire Fighter	84%	\$71,248	\$641	\$71,889
4th Class Fire Fighter	76%	\$64,462	\$580	\$65,043
Alarm Room Tech.(36 mos.)	80%	\$67,855	\$611	\$68,466
Alarm Room Tech.(24 mos.)	75%	\$63,614	\$573	\$64,187
Probationary Fire Fighter	70%	\$59,373	\$534	\$59,908
Alarm Room Tech.(12 mos.)	70%	\$59,373	\$534	\$59,908
Alarm Room Tech.(prob.)	65%	\$55,132	\$496	\$55,629
Emergency Vehicle Technician	100%	\$84,819	\$763	\$85,582

15:02 The House Mechanic will receive an additional 10 % per year.

15:03 Probationer means a person employed for the first time or a person employed after any period of broken service except lay-off or leave of absence and his/her term as probationer is for a period of twelve (12) months. A probationary employee may be terminated by the employer. His/ her salary during this period will be based on a yearly salary noted in this Agreement. At the completion of twelve (12) months satisfactory service and on his/her yearly anniversary date thereafter, up to and including First Class Fire Fighter, he/she shall be advanced and receive the yearly salary as noted in this Agreement.

15:04 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.

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

First Class Firefighter acting as Captain:

January 1, 2010	rate	\$5.92
January 1, 2011	rate	\$6.04
July 1, 2011	rate	\$6.09
January 1, 2012	rate	\$6.21
July 1, 2012	rate	\$6.27

Captain acting as Platoon Chief:

January 1, 2010	rate	\$4.44
January 1, 2011	rate	\$4.53
July 1, 2011	rate	\$4.57
January 1, 2012	rate	\$4.66
July 1, 2012	rate	\$4.70

Platoon Chief in Training acting as Platoon Chief:

January 1, 2010	rate	\$2.96
January 1, 2011	rate	\$3.02
July 1, 2011	rate	\$3.05
January 1, 2012	rate	\$3.11
July 1, 2012	rate	\$ 3.14

Assistant CFPO acting as Chief Fire Prevention Officer:

January 1, 2010	rate	\$4.66
January 1, 2011	rate	\$4.75
July 1, 2011	rate	\$4.80
January 1, 2012	rate	\$4.89
July 1, 2012	rate	\$4.94

Training Officer acting as Chief Training Officer:

January 1, 2010	rate	\$4.66
January 1, 2011	rate	\$4.75
July 1, 2011	rate	\$4.80
January 1, 2012	rate	\$4.89
July 1, 2012	rate	\$4.94

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

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

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

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

15:06 The Corporation agrees 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 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 transfer will be considered only if there is an opening and if the employee meets the physical and medical requirements of a new employee entering the Suppression Division. 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, the Director of Human Resources (or their designate) and the Director of Emergency Services (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 an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee or by a person who is not an employee of the Corporation.

ARTICLE 22:00 TECHNOLOGICAL CHANGE

22:01(a) At least ninety (90) days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change and the location or locations involved.

- (b) Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue, which may concern the employment status of any employee.
- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration, which shall be constituted in the manner provided for by the Fire 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** The Corporation will maintain a minimum number of on-duty personnel at a level of not less twenty-four (24) personnel and a minimum number of personnel per platoon at a level of not less than thirty-four (34) personnel.

Effective July 10, 2011, 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.

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 or 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, 2010 to December 31, 2012** 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 _____ day of _____, _____.

**THE CORPORATION OF
THE CITY OF GUELPH.**

**THE GUELPH PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

Karen Farbridge, Mayor

Colin Hunter, President

Lois Giles, Clerk

Jason Smith, Secretary

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 implementation of these standards to the operation of the Guelph Fire Department at a future point in time.

**Letter of Understanding
Between
The Corporation of the City of Guelph
And
The Guelph Professional Firefighter Association, IAFF Local 467**

Re: Twenty-Four (24) Hour Shift

The parties agree to implement a three (3) year trial twenty-four (24) hour shift schedule for the Suppression employees and, to that end, enter into this Letter of Understanding, which does not amend the Collective Agreement. No additional salary or overtime costs shall be incurred by the Corporation during the transition period from the current working schedule to the twenty-four (24) hour shift. If this trial is terminated, either by the Employer or the Association, it is understood that the parties will revert back to the Collective Agreement, and that no additional salary or overtime costs shall be incurred because of this transition.

Trial Period:

- a) The transition from the current shift schedule to the twenty-four (24) hour shift schedule shall commence after the last full shift of 2011 (January 1, 2012 to December 31, 2014) for a three (3) year period. The twenty-four (24) hour shift trial will be in effect for the Suppression employees.
- b) Six months prior to the end of the trial period, there would be three (3) options available to either party:
 - i. Either party could provide written notice of not less than six (6) months to terminate the trial period at December 31, 2014 and revert back to the hours of work in place and the pre-twenty-four (24) hours shift system language before the introduction of the trial.
 - ii. Either party could provide written notice at least six (6) months prior to the end of the three year trial to extend the trial period for another three (3) year term, after December 31, 2014. If this option is implemented, it would be deemed to be a one-time extension.
 - iii. If the parties have no defined problem that has not been brought forward at least six (6) months prior to the end of the three (3) year trial, the twenty-four (24) hour shift will be moved into the Collective Agreement and articles attached in this Letter of Understanding – Appendix A, will become binding, subject to the required renumbering of the articles, at the end of the trial period.
- c) At any time during the twenty-four (24) hour shift trial period, or at the request of the Fire Chief or Association President, the parties will meet to resolve any outstanding issues and/or to determine how to implement any amendments to the twenty-four (24) hour shift and/or this Letter of Understanding. Reasonable effort shall be made to correct any problem before the trial comes to an end.
- d) Nothing in this agreement prohibits the Employer and the Association from jointly terminating this trial period prior to its conclusion and reverting back

the hours of work in place before the introduction of the twenty-four (24) hour shift system and, that all other amendments to the Collective Agreement, necessary for the introduction of the twenty-four (24) hour shift system, will revert to their pre-twenty-four (24) hours shift system language.

- e) Notwithstanding the above, the Association and the Employer retain the right to unilaterally revert back to the suppression division hours of work in place before the introduction of the twenty-four (24) hour shift system, provided it discloses to the other party all concerns and reasons for the reversion, and only after every reasonable effort has been made to address those concerns have failed. It is understood that should the Employer or the Association seek to invoke this right, it shall provide written notice of not less than six (6) months and the date of reversion will be effective in January of the following year.
- f) Two (2) Alarm Room Technicians in the Communication Division will be assigned to a Platoon, although they will remain on their current shift schedule.

The Employer and the Association will review the following benchmarks which will assist in determining the success of the twenty-four (24) hour shift.

1. Operational needs of the Guelph Fire Department

- i. Effect on service levels provided to the Public
- ii. Effect on Guelph Fire Department Programs
- iii. Effect on Training Programs
- iv. Participation on Committees
- v. Morale
- vi. Management and Association Relationships

2. Health and Wellness of Employees

- i. Attendance (sick time)
- ii. WSIB (work related injuries)

The parties agree that a twenty-four (24) Hour Shift Committee will be formed with a mandate to resolve issues that may arise. The Committee shall be comprised of representatives from the Employer and the Association (appointed by the President). The Committee will meet at the request of the Chief or the Association President (or their designate).

FOR THE CORPORATION:

FOR GPFFA, I.A.F.F. LOCAL467

FOR THE CORPORATION:

FOR GPFFA, I.A.F.F. LOCAL467

DATE:

Twenty-Four (24) Hour Shift - Letter of Understanding

APPENDIX A

Appendix A Wording for 24 hour shift

- 5:02 (a) Each Employee shall be entitled to a leave of absence with remuneration, in the case of sickness or incapacity the equivalent of **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 (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.**

Appendix A Wording for 24 hour shift

- 5:05 After completion of seven (7) years employment except on normal retirement or death, each employee or his/her estate shall be entitled to an amount equal to one half the number of **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.**

Appendix A Wording for 24 hour shift

- 5:06 (a) 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 returning to work or the certificate will not be accepted.
- (b) The Corporation shall request an employee off on sick leave for more than **five (5) consecutive twenty-four hour (24) 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.
- (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 the 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 0930hrs, 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.

Appendix A Wording for 24 hour shift

- 8:01 **b) Suppression** employees of the Guelph Fire Department with more than one full year and less than five (5) years employment shall be granted two (2) weeks' vacation with pay.

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

Appendix A Wording for 24 hour shift

- 8:02 **b) Suppression** employees upon completion of five (5) full year's 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.

Appendix A Process for Vacation During the Twenty-Four (24) Hour Shift - Three (3) Year Trial Period

8.03 (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, sixteen (16) years and twenty-three (23) years shall continue selection rounds, first with ten (10) years, then sixteen (16) and twenty-three (23) 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 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.

Appendix A Wording for 24 Hour Shift

8:06 b) Suppression employees of the Department on completion of ten (10) full years of employment shall be granted one (1) additional weeks' vacation with pay.

One (1) week equals two (2) twenty-four (24) hour shifts

Appendix A Wording for 24 Hour Shift

- 8:07 **Suppression** employees of the Department on completion of sixteen (16) full years of employment shall be granted one (1) additional weeks' vacation with pay. **One (1) week equals two (2) twenty-four (24) hour shifts**
- 8:08 **Suppression** employees of the Department on completion of twenty-three (23) full years of employment shall be granted one (1) additional weeks' vacation with pay. **One (1) week equals two (2) twenty-four (24) hour shifts**
- 8:09 **Suppression** employees who receive their fourth, fifth and sixth 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 and sixth week(s) shall mean **two (2) twenty-four (24) hour shifts per week.**

Appendix A Wording for 24 Hour Shift

- 9:01 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.

Appendix A Wording for 24 Hour Shift

- 9:03 Suppression Employees shall be granted **five (5) working days** pay in lieu of **Family Day**, Easter Monday, Boxing Day, remembrance Day and Floater Day, to be paid the first **pay** in December. **One lieu day is calculated at twelve (12) hours.**

Appendix A Wording for 24 Hour Shift

- 11:01 Delegates (not exceeding three (3) in number) who may be duly 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.**

Appendix A Wording for 24 Hour Shift

11:05 BEREAVEMENT LEAVE

- (e) **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

- (f) 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, stepparent, brother, sister, son-in-law, daughter-in-law, grandchild or spouse's parent.**
- (g) Suppression employees shall be granted One (1) twenty-four hour shift of absence, in consultation with the Chief or the Deputy Chief immediately following a death in the family: brother in law, sister-in-law or grandparent or a spouse's grandparent.**

If such Leave of Absence covered in 11:05 e, f & g 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.**

Appendix A Wording for 24 Hour Shift

11:09 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.

Appendix A Wording for 24 Hour Shift

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

Shifts will be from 08:00 AM – 08:00 AM the next calendar day.

Appendix A Wording for 24 Hour Shift

13:03 (b) The employer may schedule Suppression employees out of the 24 hour shift rotation for up to two (2) 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.

Appendix A - Training other than noted in 13:03 (b):

13.03 (c) 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, you will be granted Thursday night off or the entire Friday off. If the course day, or days fall within any scheduled shift, that shift, or shifts, 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.

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 Personnel, 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 eighty four (84) hours or be paid out at the rate of one and one half their hourly rate. 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 eighty four (84) hours will be paid out in the pay period the overtime occurred. Employees with overtime currently exceeding eighty four (84) 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 eighty four (84) hours (no time limit on use of excess hours).

Appendix A Wording for 24 Hour Shift

13:05 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 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.

Work Schedule:

The parties have agreed that the attached work schedule will be implemented during the trial period. The twenty-four (24) hour shift schedule is based on an average forty-two (42) hour work week over a twenty-eight (28) day cycle working twenty-four (24) hour shifts beginning at 0800 hours in the following manner.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Week 1	A-1	B-1	A	A-1	B	A	B
Week 2	B-1	A	B	B-1	A-1	B	A-1
Week 3	A	B	A-1	A	B-1	A-1	B-1
Week 4	B	A-1	B-1	B	A	B-1	A

**Letter of Understanding
Between
The Corporation of the City of Guelph**

And

The Guelph Professional Firefighter Association, IAFF Local 467

Re: Accident Sickness, Term and Life Insurance - Twenty-Four (24) Hour Shift

For employees other than suppression employees, the following Articles will apply for the period of January 1, 2012 to December 31, 2014 in relation to the Letter of Understanding for Twenty-Four (24) Hour Shifts - trial period. If this trial is terminated, either by the Employer or the Association, it is understood that the parties will revert back to the Collective Agreement.

- 5:02** (a) Alarm Room Technician 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**. Accumulated credit shall be reduced by the number of **hours** during the **period of time** that the employee has obtained leave of absence due to sickness or incapacity.
- (b) **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.**
- (c) 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.**
- (d) **Hours absent due to sickness will be deducted from the employee's sick bank.**
- 5:06** (b) The Corporation shall request an employee off 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.

Article 12:00 Hours of Work

- 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.**

FOR THE CORPORATION:

FOR GPFFA, I.A.F.F. LOCAL467

FOR THE CORPORATION:

FOR GPFFA, I.A.F.F. LOCAL467

DATE: