Collective Agreement

between

The Corporation of the City of Peterborough

(hereinafter called "The Employer")

of the first part

and

The Peterborough Professional Fire Fighters Association
Local #169 of the International Association of Fire Fighters

(hereinafter called "The Employees")

of the second part

Table of Contents

Preamble 5

Definition: 5

Article 1- Scope 5

Article 2 - Recognition 5

Article 3 - Union Dues 5

Article 4 - Standard Hours of Work 6

Article 5 - Overtime and Time Off 8

5.2 Call backs 8

5.3 Training While Off Duty 8

5.4 Time Off Carry Over Rules 9

Article 6 - General Alarm 9

Article 7- Vacations 9

Article 8 - Paid Holidays 12

Article 9 - Scheduling Preference for Vacation and Lieu Days 13

Article 10 - Workplace Safety and Insurance 14

Article 11 - Accidental Death 14

Article 12 - Sickness and Workers' Compensation 15

Article 13 - Employee Assistance Program 18

Article 14 - Pensions 18

Article 15 - Insurance and Benefits 18

15.7 Retiree Benefits 22

15.8 Health Care Spending Account (HCSA) 23

Article 16 - Salaries 23

Article 17 - Acting Provisions 27

Article 18 - Recognition Pay 28

Article 19 - Parking, Mileage, Business and Travel Expenses 28

Article 20 - Promotions & Transfers 29

20.4 Promotional Board 29

20.5 Examinations 30
20.6 Review 30
20.7 Marking 31
20.8 Upgrading 31
20.9 Qualifications for Acting Captain 32
20.10 Promotion to Captain 32
20.11 Promotion to Captain Fire Prevention 33
20.12 Promotion to Platoon Chief 34
20.13 Promotion to Chief Fire Prevention Officer 34
20.14 Promotion to Chief Training Officer 34
20.15 Promotion Criteria 35
20.16 Transfers to Suppression Division 35
20.18 Transfer within the Prevention Division 37
20.19 Transfer to Communications Division 37
Article 21 - Uniform Issue 38
21.2 Fatigue Issue 40
Clothing Schedule (Point System) 40
FAO Clothing Schedule (Point System) 41
21.3 Turn-Out Issue 42
21.4 Accountability 42
Article 22 - Strikes and Lock-Outs 43
Article 23 - Discrimination 43
Article 24 - Discipline 44
Article 25 – Peterborough Fire Service Rules 44
Article 26 - Annual Appraisals 45
Article 27 - Personnel 45
Article 28 - Staffing 46
Article 29 - Seniority - Layoff and Recall 46
Article 30 - Technological Change 48
Article 31 - Contracting Out 48

Article 32 - Leave Of Absence and Bereavement 49
32.1 Union Business 49
32.2 Bereavement Leave 49
32.3 Jury Duty 50
32.6 Pregnancy Leave and Parental Leave 50
Article 33 - Residence 51
Article 34 - Grievance Procedure 51
34.12 Steps of Grievance Procedure 52
Article 35 - Arbitration 53
Article 36 - Safety and Equipment 53
Article 37- Copies of Agreement 54
Article 38 - Duration 54
Article 39 - Successor Rights 54
APPENDIX A 60
Employee Assistance Program 60
APPENDIX B 65
Fire Clothing Specifications 65
APPENDIX C 74
Fighters Association Local 519 - Contract Administration 74

Preamble

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of effectually defining duties, privileges, working conditions and remuneration respecting the employment of the said employees.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Definition:

Credit – used for the accounting or reporting of time. For those working a 24 hour shift, a credit is equal to half a shift. For all other work schedules, a credit is equal to the hours regularly scheduled for that day.

Article 1- Scope

1.1 (a) The provisions of this agreement shall apply to the full-time Fire Fighters; and Fire Prevention and Training Officers; Chief Fire Prevention Officer, Public Educator; Fire Alarm Operators and Alarm Room Operators of the Peterborough Fire Service; whenever the word "employee(s)" is used, it shall mean full-time employees who are members of Local #169 of the I.A.F.F.

(b) Reference to the "Parties" of this Collective Agreement shall mean the Corporation of the City of Peterborough and the Peterborough Professional Fire Fighters Association, Local 169, I.A.F.F.

Article 2 - Recognition

2.1 The Employer recognizes the Peterborough Professional Fire Fighters Association Local #169 and its duly elected committee as exclusive bargaining agency for all Employees coming within the scope of this Agreement. When a bargaining committee is established by the Association, the Corporation shall be notified in writing of its members.

Article 3 - Union Dues

3.1 (a) The Employer shall withhold from the salaries or wages of all employees of the Fire Service, any and all rates, assessments and dues as directed by the Association, and shall transmit the same to the Association at such time or times as shall be mutually agreed upon by the parties hereto.

(b) All employees of the Fire Service shall maintain membership in good standing in The Peterborough Professional Fire Fighters Association, Local #169 as a condition of their employment.

(c) Whenever practical, the Corporation will remit such deductions on the regularly scheduled Accounts Payable run immediately following the payroll in which such dues are deducted.

Article 4 - Standard Hours of Work

4.1 (a) The required hours of work each week for all employees assigned to a platoon shall be an average of forty-two (42) hours over a twenty-eight (28) day cycle, and shall be performed in accordance with the following repeating schedule. One (1) twenty-four (24) hour shift followed by two (2) consecutive days off duty, followed by one (1) twenty-four (24) hour shift followed by seven (7) consecutive days off duty, followed by one (1) twenty-four (24) hour shift followed by one (1) day off duty, followed by one (1) twenty-four (24) hour shift followed by two (2) consecutive days off duty, followed by one (1) twenty-four (24) hour shift followed by two (2) consecutive days off, followed by one (1) twenty-four (24) hour shift followed by two (2) consecutive days off, followed by one (1) twenty-four (24) hour shift, followed by five (5) consecutive days off duty (see chart below).

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1	2B	1A	2A	2B	1B	2A	1B
Week 2	1A	2A	1B	1A	2B	1B	2B
Week 3	2A	1B	2B	2A	1A	2B	1A
Week 4	1B	2B	1A	1B	2A	1A	2A

(b) For Dispatch, the required hours of work each week for all employees assigned to a platoon shall be an average of forty-two (42) hours and shall be performed in accordance with the following repeating schedule. A day shift of ten (10) hours per day for four (4) consecutive days followed by four (4) consecutive days off duty, followed by a night shift of fourteen (14) hours per night for four (4) consecutive nights followed by four (4) consecutive nights off duty.

A day shift shall consist of ten (10) consecutive hours and a night shift shall consist of fourteen (14) consecutive hours. A tour of duty shall consist of four (4) consecutive shifts.

(c) Tours of Duty - 42-Hour Week Based on a 16-Week Cycle (Rotating)

	Monday	Tues	Wed	Thurs	Fri	Sat	Sun	Totals
1	10	10	10	10	off	off	off	40
2	off	14	14	14	14	off	off	56
3	off	off	10	10	10	10	off	40

4	off	off	off	**14**	**14**	**14**	**14**	**56**
5	off	off	off	off	**10**	**10**	**10**	**30**
6	**10**	off	off	off	off	**14**	**14**	**38**
7	**14**	**14**	off	off	off	off	**10**	**38**
8	**10**	**10**	**10**	off	off	off	off	**30**
9	**14**	**14**	**14**	**14**	off	off	off	**56**
10	off	**10**	**10**	**10**	**10**	off	off	**40**
11	off	off	**14**	**14**	**14**	**14**	off	**56**
12	off	off	off	**10**	**10**	**10**	**10**	**40**
13	off	off	off	off	**14**	**14**	**14**	**42**
14	**14**	off	off	off	off	**10**	**10**	**34**
15	**10**	**10**	off	off	off	off	**14**	**34**
16	**14**	**14**	**14**	off	off	off	off	**42**
672/16 = 42 hours								**672**

4.2 Employees of equal rank may exchange shifts or days off. Permission to do so must first be obtained from the Supervisory Officer.

4.3 Employees not assigned to a platoon shall not be required to adhere to the forty-two (42) hour work week or take their days off on a rotating schedule but may be scheduled for other hours, not exceeding forty-two (42) hours in any one week.

4.4 Employees scheduled to work on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or to arrange a duty exchange for voting on the Election Day.

4.5 (a) The normal work week for the Fire Prevention Division shall consist of four (4) days, except for the CFPO whose work week shall consist of five (5) days or as agreed upon between the CFPO and the Fire Chief. In all cases not exceeding forty-two (42) hours in any one (1) week. The work day for Fire Prevention staff (excluding the Chief Fire Prevention Officer) is 10½ hours per day and the work week is 42 hours. Start time of 7:00 a.m. and end time of 5:30 p.m. and two paid 30 minute breaks to be taken in the first and second half of the shift.

(b) Employees designated as "on call" in the Fire Prevention Division to receive one day off for each three (3) weeks designated. One (1)

week to be equivalent to the number of shifts worked in a normal week.

Article 5 - Overtime and Time Off

5.1

Employees working longer than their regularly scheduled work hours will be paid at the rate of time and one-half (excluding Article 6.1 and work of a voluntary nature). Minimum compensation of two (2) hours at time and one-half will apply only when "called out" or assigned by the Fire Chief to perform certain duties in hours outside their normal hours of employment, which time is not immediately prior to or following the normal hours of such employee(s), in which circumstance no minimum is applicable. By arrangement with the Fire Chief such overtime may be paid in the form of equivalent time off.

5.2 **Call backs**

(a) If, in the opinion of the Supervisory Officer the Fire Service is understaffed, the Supervisory Officer will recall, on a voluntary rotating basis, off duty employees to maintain a safe number of fire fighters within the city limits.

(b) Any employee(s) recalled for duty on this basis shall be paid at the rate of time and one half (1/2) based on 1/182 of annual salary, or equivalent time off.

(c) Call backs may be accumulated for the purpose of time off at the employee's request, it begin understood that one (1) call back will be the equivalent of 18 hours off.

(d) Time off in part shifts will be allowed provided there is no additional costs to the Corporation, as a result.

5.3 **Training While Off Duty**

Employee(s) shall be compensated for any Peterborough Fire Service related training courses taken while off duty and approved by the Fire Chief. Authorized training attended during time off will be compensated at time and one half. Optional training, as approved by the Chief, will be compensated at straight time, taken as time off only.

5.4 Time Off Carry Over Rules

a) Time worked hours (non call back) may be carried forward from year to year for time off only (no maximum), except in the case of termination where all hours will be paid out. If the employee retires, up to 100 hours only will be paid, at the earned rate, for hours in the employee's credit at the time of retirement.

b) Time off for call backs or lieu days, to a maximum of eight (8) credits, may be carried forward from year to year provided such time is taken as time off, or if paid out, is paid at the earned rate. No more than 12 lieu days may be paid out in any one calendar year except in the case of termination or retirement when the entire balance of lieu days will be paid out.

c) Time Worked Hours earned in accordance with Article 17.1 (c) will have no monetary value and can be carried forward from year to year with no limits.

d) Acting and/or training credits earned in Article 17, to a maximum of 96 hours, may be carried forward year to year for time off only. In the case of termination or retirement, acting and/or training credits will be paid out at the earned rate.

Article 6 - General Alarm

6.1 Each employee(s) shall voluntarily return for duty with the Peterborough Fire Service to serve in dealing with serious fires or emergency as designated by the Fire Chief or the Supervisory Officer as a General Alarm.

Article 7- Vacations

7.1 (a) Vacation periods shall not be accumulative for any employee(s) except in the case of proven illness or job-related injury and subject to the approval of the Chief Administrative Officer or his/her designate. An employee on leave because of a compensable injury covered by the Workers' Compensation Act shall only accumulate vacation credits for the first six (6) months of a continuous absence. The time when each employee(s) may take regular vacation shall be determined by a rotation system known as the colour scheme, beginning the first full tour of duty following May 24th of each calendar year, as follows:

Annual Holiday Rotating Colour Schedule								
Orange	Purple	Red	Gold	Black	Yellow	Blue	Green	**Year 1**
Yellow	Blue	Green	Orange	Purple	Red	Gold	Black	**Year 2**
Red	Gold	Black	Yellow	Blue	Green	Orange	Purple	**Year 3**
Green	Orange	Purple	Red	Gold	Black	Yellow	Blue	**Year 4**
Black	Yellow	Blue	Green	Orange	Purple	Red	Gold	**Year 5**
Purple	Red	Gold	Black	Yellow	Blue	Green	Orange	**Year 6**
Blue	Green	Orange	Purple	Red	Gold	Black	Yellow	**Year 7**
Gold	Black	Yellow	Blue	Green	Orange	Purple	Red	**Year 8**

(b) The colours under the colour scheme shall be eight (8) with a maximum of three (3) employees on vacation in each Suppression Division platoon.

(c) Employee(s) may fill any vacancies within the colour scheme after January 31st.

i) Employees of equal rank on the same platoon shall be allowed to exchange their vacation within the colour schedule.

ii) Employee(s) may fill any vacancies within their Platoon's colour scheme after January 31st. When a vacancy occurs in the vacation schedule the Platoon Chief will conduct a draw of all eligible employees on shift to fill such vacancy.

iii) The above changes are allowed subject to the following provisions:

a) A written request signed by the parties involved and approved by the employees' Platoon Chief.

b) There is no increase in cost to the Peterborough Fire Service due to the exchange.

c) Such change does not interfere with the staffing of the platoon.

7.2 All employees with less than one (1) year of seniority as of July 1 shall receive vacation with pay based on the allowance of one (1) day's vacation

for each complete calendar month of service prior to July 1, to a maximum of eight (8) working days, but such vacation may not be taken within the first six (6) months of employment.

7.3 For persons in the Fire Fighter, Fire Captain and Platoon Chief positions, a vacation day is referred to as a vacation credit.

One (1) vacation credit will allow an employee to be off duty from 08:00 hours to 18:00 hours or 18:00 hours to 08:00 hours of a regularly scheduled twenty-four (24) hour shift. Two (2) vacation credits may be used by an employee to be off duty from 08:00 hours to 08:00 hours of the following day of a regularly scheduled twenty-four hour shift.

Annual vacations shall start on the first shift after May 24, allowing each employee four (4) consecutive twenty-four (24) hour shifts off duty during the annual vacation period.

At the completion of the required years of service in the current calendar year, the vacation credit entitlement shall be as follows:

1 year but less than 3	8 vacation credits
3 years but less than 10	12 vacation credits
10 years but less than 15	16 vacation credits
15 years but less than 20	20 vacation credits
20 years and over	24 vacation credits

Vacations taken outside the colour scheme will be scheduled in blocks. A block will run from a Monday to a Sunday per the schedule below.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Block 1							
Block 2							
Block 3							
Block 4							

For all other Fire employees, at the completion of the required years of service in the current calendar year, the vacation entitlement shall be as follows:

1 year but less than 3 - 2 weeks
3 years but less than 10 - 3 weeks
10 years but less than 15 - 4 weeks
15 years but less than 20 - 5 weeks
20 years and over - 6 weeks

7.4 The 3rd, 4th, 5th, 6th weeks of an employee's vacation entitlement will be taken on the basis of seniority until January 1st of the calendar year. After January 1st, 1st, 2nd, 3rd, 4th, 5th, 6th weeks holidays will be on a first-come

first-serve basis. All vacation time shall be booked by November 1st, each year.

7.5 Vacation entitlement taken outside the colour scheme will be taken at any time that does not include the following shifts: December 24th evenings, December 25th days and evenings and December 31st evenings.

7.6 Three (3) Suppression Division employees on each platoon shall be allowed to take vacation at any given time.

7.7 One (1) employee on each Communication Division platoon (day/night) shall be allowed to take vacation at any given time. This time off spot is for Fire Alarm Room Operators only, and may be filled using vacation, lieu credit or time worked.

7.8 Annual vacations shall start on the first shift after June 27th allowing each employee eight (8) consecutive shifts off duty during the annual vacation period. Each Fire Alarm Room Operator will be assigned a block of time allowing them exclusive rights to book Vacation, Lieu or Time Worked in that block of time. These blocks will be assigned on a rotational basis similar to the Suppression Division colour scheme. Should a Fire Alarm Room Operator decide not to book this time prior to January 1st, any open spot is available to be booked on a first-come, first serve basis

7.9 Subject to Article 9.3, vacation may be taken one (1) day at a time.

Article 8 - Paid Holidays

8.1 (a) Each employee shall receive twelve (12) additional holidays in lieu of being employed on the following declared and proclaimed Statutory Holidays

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

plus an additional holiday in lieu of being employed on any other day proclaimed in the City of Peterborough as a public holiday.

(b) These additional days off duty shall be obtained by each employee(s) in the manner requested, subject to the approval of the Supervisory Officer.

(c) For persons in the positions of Fire Fighter, Fire Captain, and Platoon

Chief, a lieu day will be referred to as a lieu credit.

One lieu credit will allow an employee to be off duty from 08:00 hours to 18:00 hours or 18:00 hours to 08:00 hours of a regularly scheduled twenty-four (24) hour shift. Two (2) lieu credits may be used by an employee to be off duty from 08:00 hours to 08:00 hours of the following day of a regularly scheduled twenty-four (24) hour shift.

(d) When payment of salary is requested in lieu of the additional days off referred to in this clause, calculation of such payment shall be at 1/182 of the employee's annual salary and may upon request be acquired in the months following such day or days; or shall be included in the first regular pay in December of each year.

(e) These additional days off duty shall be obtained by each employee(s) booking the request a minimum of one (1) tour of duty in advance.

(f) **Remembrance Day**

Peterborough Fire Service shall allocate four (4) credits total for Remembrance Day for active or retired members of the Canadian Military to attend ceremonies associated with Remembrance Day, with pay, if they are scheduled to work that day. One credit shall be equal to a 10 hour day shift or 14 hour night shift. For clarify, if one employee wishes to use two credits, two credits will remain for use by other eligible employees.

(g) The Peterborough Fire Service guarantees a minimum of three (3) Suppression Division employees off on statutory day each shift at their request, within their allotment. Effective March 14, 2012, the Peterborough Fire Service guarantees a minimum of two (2) employees off on statutory day each shift at their request, during the colour scheme period.

(h) If an employee(s) finds an opening for a statutory day within the Peterborough Fire Service's minimum allowable strength structure, the employee(s) may book that day off, without the advance booking stipulation.

Article 9 - Scheduling Preference for Vacation and Lieu Days

9.1 If all the vacation day allotment is not used, lieu days may be booked to fill this allotment. If all the lieu day allotment is not being used, vacation days may be booked to fill this allotment.

9.2 The lieu credit allotment will be booked with the following order of preference: lieu credit by shift, lieu credit, time worked (call back), all other time worked,

vacation by the credit, vacation by the shift, vacation by the block.

9.3 The vacation allotment will be booked with the following order of preference: vacation by block, vacation by the shift, vacation by the credit, lieu credit, time worked (call back), all other time worked.

9.4 At the end of the tour of duty in advance of the booked time off, the time off will be assigned to the employee.

9.5 An employee cannot be bumped after the end of the tour of duty.

Article 10 - Workplace Safety and Insurance

10.1 (a) An employee off duty as a result of an injury incurred in the performance of duties, or as a result of an illness properly attributable to the occupation, shall be provided with hospitalization and medical care at no cost to the employee.

(b) The employee(s) will also be continued on full salary for the period that the employee(s) is unable to return to work to a maximum of one (1) full year, and at the expiration of the full year, the case will be governed by the decision of the Workplace Safety and Insurance Board in accordance with the Act.

(c) Should an employee(s) continue to be off work and receive W.S.I.B. benefits at less than regular full pay, the employee(s) shall be entitled to have such Workers' Compensation or insurance augmented from sick-leave credits to continue full salary until such has been exhausted.

(d) Any employee in receipt of regular pay from the Corporation shall immediately advise the Corporation of any remuneration from W.S.I.B.

(e) An employee(s) who is disabled by a job-related incident will continue to be entitled to the provisions of Article 15.1.

Article 11 - Accidental Death

11.1 The designated beneficiary of an employee(s) who is killed in the performance of duties, or dies as a direct result of an on-duty accident, shall be paid for all annual vacation, accumulated sick leave, statutory holidays and salaries standing to the credit of such employee(s) and shall also receive the regular salary which would be payable to such employee(s) for a period of three (3) months.

Article 12 - Sickness and Workers' Compensation

12.1 Employees shall be entitled to leave of absence with full pay in the case of sickness as follows:

(1) Employees booking off active duty during a work shift on sick leave shall be charged for sick leave as follows:

(a) For employees working the 24 hour shift rotation, if the hours off duty exceed five (5) on the day shift or exceeds seven (7) on the night shift, one (1) full credit will be charged against the employee's sick leave credit bank. Otherwise one-half (1/2) credit will be charged against the employee's sick leave credit bank.

(b) For employees working any other shift, if the hours off duty exceed half of one shift, one (1) full credit will be charged against the employee's sick leave credit bank. Otherwise one-half (1/2) credit will be charged against the employee's sick leave credit.

For all other employees, each employee(s) shall be entitled to leave of absence with full pay in the case of sickness as follows.

(a) Employees booking off active duty during a work shift on sick leave shall be charged for sick leave as follows:

i) If the hours off duty exceed five (5) on the day shift or exceeds seven (7) on the night shift, one (1) full day will be charged against the employee's sick leave credit bank.

ii) Otherwise one-half (1/2) day will be charged against the employee's sick leave credit bank.

12.2 Sick leave may be accumulated at the rate of one and one-half (1 ½) days of sick leave for each month of service dating from January 1, 1950.

12.3 For persons in the position of Fire Fighter, Fire Captain, or Platoon Chief, one (1) sick leave credit shall be equivalent to half (0.5) of a shift. One full 24 hour shift shall be the equivalent to two (2) sick credits.

For all other employees, **one (1) day's sick leave shall be equivalent to one (1) shift.**

12.4 There shall be no limitations on the amount of sick leave that may be accumulated.

12.5 If an employee(s) is absent from work through a Worker's Compensation case, sick-leave credits will continue to accumulate, and accumulated sick

leave will not be diminished during such absence from employment, subject to the provisions of Article 10.1.

12.6 Employees shall report their illness within thirty (30) minutes after the day's starting time on which said employee(s) is absent from work and such report shall be made to the Supervisory Officer.

12.7 (a) An employee absent from work due to sickness shall upon return to work confirm in writing the absence was due to sickness.

(b) The Fire Chief shall set out rules of procedure in this connection for employees, provided that such rules of procedure are reasonable and exercised in a manner consistent with, and subject to, the terms of this Collective Agreement.

12.8 If in the opinion of the Fire Chief, an employee(s) is abusing the sick-leave benefits, the Fire Chief will require the employee(s) to provide a doctor's certificate and may request the employee(s) to submit to a medical examination by an appointed medical practitioner at no cost to the employee(s). If the employee(s) is unable or unwilling to provide such a certificate, or to submit to a medical examination, disciplinary action will be taken.

12.9 Statutory and special holidays, and regular days off from employment, in accordance with any established plan for the Peterborough Fire Service, shall not form part of an illness period or be chargeable against the accumulated sick leave.

12.10 Employees who are off work with leave of absence but without pay, or any employee(s) who is laid off, shall not receive credit for such periods for accumulated sick leave but such absence shall not reduce the accumulated sick-leave credit of said employee(s).

12.11 When an employee(s) has been absent on account of illness for a sufficient period to exhaust accumulated sick-leave credits, said employee(s) shall not receive a monthly credit toward sick leave for the remainder of the time absent, on account of such illness.

12.12 When an employee(s) has been absent on account of illness for a number of days exceeding the total accumulated sick-leave credits, the said employee(s) shall not be paid for such excess days of illness. Should an employee be off duty in excess of ninety (90) calendar days after exhaustion of accumulative sick leave credits the cost of benefits provided to that employee shall become the responsibility of that employee, and should the employee not return to duty, the Corporation shall recover the full cost of premiums for such benefits from the date of expiration of sick leave.

12.13 The Fire Chief shall not place any new employee(s) on staff until the employee(s) concerned have filed a medical certificate from a duly-qualified medical practitioner, stating that the employee(s) is in good health and is capable of performing the duties of the job.

12.14 Any employee(s) suffering an accident or injury while gainfully employed outside the employee's employment with the Corporation shall not be permitted to use sick-leave credits to receive pay for one or more absences from employment due to such accident or injury. In such cases the employer shall continue benefits and the employee shall be required to reimburse the employer for the cost of benefits during the period off duty.

12.15 An employee(s) on termination of employment shall be entitled to an amount equal to the employee's salary, wages or other remuneration for one-half (1/2) of the number of days standing to the employee's credit for accumulated unused sick leave and in any event not in excess of the amount the employee(s) would have earned in six (6) months, at the rate received by the employee(s) immediately prior to the termination of employment.

(a) An employee(s) who is being retired on pension may use one-half (1/2) the accumulated sick leave standing to the employee's credit during varying periods of absence from work during the last three (3) years of the employee's employment service, OR

(b) The employee(s) shall be given leave of absence for one-half (1/2) the period to the employee's credit, with pay, before the employee's retirement, OR

(c) If the employee(s) so selects, the Corporation will pay the employee's salary in full for the period applicable to the employee(s) immediately following the employee's retirement.

12.16 There shall be no pay-out of unused sick leave credits for employees leaving the employer with less than five (5) years service. An exception to this article would be an employee who dies.

12.17 In the case of illness of a member of an employee's immediate family (spouse, parent or child) where there is no one other than the employee who can provide for the needs of the ill person, subject to the approval of the Manager, Human Resources, the employee may be entitled to use a maximum of five (5) sick credits per year, to care for the ill family member. The manager or designate, may approve single day absence of the family care provision. The employee is required to provide written verification of the absence due to illness of a family member to support the request and medical certification may be required.

Article 13 - Employee Assistance Program

13.1 There shall be available to the employees covered by this Agreement an Employee Assistance Program (EAP), which may be subject to amendments from time to time, subject to such amendments being forwarded from the Employee Assistance Program Committee in writing to the Negotiating Committee for the Association and the Corporation for final approval.

Article 14 - Pensions

14.1 The Corporation agrees to maintain Pension Benefits for Employees as established under Pension By-laws, 4659, 5174, 5197, 1958-12, 1963-166, 1964-164, 1966-51, 1974-134, 1980-53 and 1983-178; or any other applicable by-law pertaining to pension provisions for Fire Fighters.

14.2 The Corporation agrees to introduce the O.M.E.R.S. Type I Pension providing for the amount to produce at normal retirement age, (age 60) a benefit equal to 2% of each employee's best sixty (60) consecutive months' average salary multiplied by their years of credited service, reduced at age 65 by .7% of such average salary or the average of the last three (3) year's Maximum Pensionable Earnings under the Canada Pension Plan at retirement whichever is the lesser amount, multiplied by the employee's years of credited service after January 1, 1966, less any amount payable under an approved pension plan of the Employer (if applicable), effective January 1st, 1980.

14.3 The introduction of a TYPE III OMERS Pension, effective January 1, 1983 coupled with the current Pension, to provide for retirement after attainment of thirty (30) years of service, or within ten (10) years of normal retirement date [age sixty (60)].

14.4 Effective January 1st, 1983, the O.M.E.R.S. Type III Supplementary Agreement includes permanent and partial disability coverage for employees covered by this Collective Agreement.

14.5 An employee(s) who is considering a waiver of premium option on an existing pension plan for cause, shall notify the Association in writing of such action.

Article 15 - Insurance and Benefits

15.1 The Employer will pay 100% of the premiums costs or equivalent coverage for each subscribing employee and dependents for the following:

(a) Life Insurance and Accidental Death and Dismemberment Insurance providing coverage of two (2) times the employee's annual salary.

(b) An Extended Health Care program, Type 2 Formulary mandatory generic substitution unless otherwise specified, $10/$20 deductible and subject to a dispensing fee cap of $14.

(c) A Dental Plan #9, to current less one year effective July 1, with recall at nine months for those individuals over twelve (12) years of age.

Orthodontics with a maximum lifetime benefit of $4000 per covered person.

Rider 4 Major Restorative coverage, including crowns and bridges, to a maximum of $1500 per covered person per year, with at 50/50 co-payment.

The parties do mutually agree that the premium reduction from the Unemployment Insurance Commission which the Corporation is now receiving shall be applied towards the cost of the dental benefit.

(d) Family eyeglass coverage to $650.00 every twenty-four (24) months. Eye exams are covered to a maximum of $100 every twenty-four (24) months.

An employee may elect to use vision coverage in one 24-month period to pay for the costs of laser surgery. The Employer agrees to cover the cost of laser surgery for the insured individual only to a lifetime maximum of $750 per eye. It is understood that an employee shall have access to the vision coverage of $650after 24 months and from that point forward.

(e) Semi-private hospital coverage.

(f) The Employer Health Tax (previously OHIP)

(g) Out-of-province deluxe travel coverage

(h) Hearing Aids: $2250 per person every five (5) years, excluding batteries.

(i) Enhanced extended health benefits for paramedical services as follows:

Physiotherapist	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1,2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023)

	Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Clinical Psychologist	Maximum $1000.00 per person per benefit year
Chiropractor*	Maximum $650.00 per person per benefit year (plus $50 for x-rays) Maximum $700.00 per person per benefit year (plus $50 for x-rays) (Effective January 1, 2021) Maximum $750.00 per person per benefit year (plus $50 for x-rays) (Effective January 1, 2022) Maximum $800.00 per person per benefit year (plus $50 for x-rays) (Effective January 1, 2023) Maximum $850.00 per person per benefit year (plus $50 for x-rays) (Effective January 1, 2024)
Osteopath*	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1, 2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Chiropodist	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1,2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Podiatrist*	Maximum $650.00per person per benefit year Maximum $700.00 per person per

	benefit year (Effective January 1, 2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Naturopath	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1, 2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Registered Massage Therapist**	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1, 2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Speech Pathologist**	Maximum $650.00 per person per benefit year Maximum $700.00 per person per benefit year (Effective January 1, 2021) Maximum $750.00 per person per benefit year (Effective January 1, 2022) Maximum $800.00 per person per benefit year (Effective January 1, 2023) Maximum $850.00 per person per benefit year (Effective January 1, 2024)
Nutritional Counselling	Maximum $800.00 per person per benefit year

* These benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

**Requires prior authorization by Physician.

These benefits are subject to the terms and conditions of the Master Benefits Policy.

15.2 Employees wishing to receive Hepatitis B Vaccine will be allowed to do so at the Employer's expense. The Peterborough Fire Service has agreed to provide a letter to each employee stating that they will provide coverage for the Hepatitis B Vaccine.

15.3 Eyeglasses and/or hearing aids lost or broken while in performance of duty shall be repaired or replaced by the Corporation.

15.4 Overage Dependents

Extended Health and dental benefit coverage is extended to dependent children, to age twenty-five (25) who are enrolled in full-time post secondary education programs.

15.5 The City will provide the Association, on request, a copy of all Master Benefit policies (including insurance and benefit plans, and any applicable endorsements, including for retirees.

15.6 Effective with the ratification date of this agreement, the Corporation will reimburse each employee that is required to maintain a DZ license, to a maximum of $100, to cover the cost of the medical examination to complete a Ministry of Transportation of Ontario medical report at the aged based frequency required by the ministry. The employee will be required to produce evidence of payment.

15.7 **Retiree Benefits**

(a) An employee(s) upon retirement, shall have the option of continuing up to fifty percent (50%) of the life insurance coverage in force at that time at the employee's(s') expense provided said employee(s) has not attained the age of 60 years, and upon attainment of the age of 60, employee(s) shall have the option of continuing up to twenty-five (25) percent of the life insurance coverage in force upon severance from the Peterborough Fire Service at the employee's(s') expense.

(b) In addition to "Article 14 - Pensions", effective January 1, 1983, the Corporation will provide the benefits to age sixty-five (65) years under Article 15.1.b), e) and f), to employee(s) who retire under an OMERS Retirement Pension system. Effective November 1, 1992, employees who retire after this date, under an OMERS Retirement Pension system, will receive the provisions under Article 15.1 c) and d) to age sixty-five (65) years.

(c) Should an employee as described in 15.6(b) die, or be killed before age sixty-five (65), the spouse and dependents of the retiree will receive the benefits that would normally be provided to the retiree.

15.8 **Health Care Spending Account (HCSA)**

Effective January 1, 2021, the Employer will provide an annual HCSA $2,500 for retirees between the ages of 65 and 75 who retire on or after January 1, 2021, with the following conditions:

a) The HCSA will be applicable to the eligible retired employees and spouses only to a combined maximum of $2,500 per year.
b) The HCSA will commence immediately following the retiree's 65th birthday and will end on the day of their 75th birthday.
c) Those eligible for the HCSA must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms established by OMERS and thereafter be in receipt of an unreduced pension.
d) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP) or other public or provincial insurance as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent that these expenses exceed coverage available from OHIP, ODP or other applicable public insurance plan and are permitted by the Canada Revenue Agency (CRA).
e) The HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employee (and spouse when applicable) does not exhaust the maximum entitlement for the year, the balance cannot be carried over to the next year.
f) There are no survivor benefits.
g) The administration of HCSA will be administered by a third party and the Association will be provided with all available information regarding that administration.

Article 16 - Salaries

16.1 (a) The annual salaries of the employees covered by this Agreement shall be in accordance with the following salary schedule, and they shall be paid bi-weekly in accordance with Article 16.1(b) and 16.2.

Schedule of Wages – January 2020 – December 2024

Schedule of Wages - January 2020 - December 2024

Position	Year 1		Year 2		Year 3		Year 4		Year 5	
	1-Jan-20	1-Jul-20	1-Jan-21	1-Jul-21	1-Jan-22	1-Jul-22	1-Jan-23	1-Jul-23	1-Jan-24	1-Jul-24
	1.75%	0.00%	1.00%	0.90%	1.00%	0.90%	1.00%	0.95%	1.00%	0.95%
Platoon Chief	$ 128,546	$ 130,926	$ 132,235	$ 133,425	$ 134,759	$ 135,972	$ 139,478	$ 140,803	$ 142,211	$ 143,562
Captain	$ 117,654	$ 118,652	$ 119,839	$ 120,918	$ 122,127	$ 123,226	$ 126,603	$ 127,806	$ 129,084	$ 130,310
Fire Fighter I	$ 102,286	$ 102,286	$ 103,309	$ 104,239	$ 105,281	$ 106,229	$ 107,291	$ 108,310	$ 109,393	$ 110,432
Fire Fighter II	$ 98,195	$ 98,195	$ 92,978	$ 93,815	$ 94,753	$ 95,606	$ 96,562	$ 97,479	$ 98,454	$ 99,389
Fire Fighter III	$ 90,012	$ 90,012	$ 82,647	$ 83,391	$ 84,225	$ 84,983	$ 85,833	$ 86,648	$ 87,514	$ 88,346
Fire Fighter IV	$ 81,829	$ 81,829	$ 72,316	$ 72,967	$ 73,697	$ 74,360	$ 75,104	$ 75,817	$ 76,575	$ 77,302
Fire Fighter V	$ 65,463	$ 65,463	$ 61,985	$ 62,543	$ 63,169	$ 63,737	$ 64,375	$ 64,986	$ 65,636	$ 66,259
Recruit	n/a	n/a	$ 56,820	$ 57,331	$ 57,905	$ 58,426	$ 59,010	$ 59,571	$ 60,166	$ 60,738
Chief Training Officer	$ 126,835	$ 128,880	$ 130,169	$ 131,341	$ 132,654	$ 133,848	$ 137,332	$ 138,637	$ 140,023	$ 141,353
Chief Fire Prevention Officer	$ 126,835	$ 128,880	$ 130,169	$ 131,341	$ 132,654	$ 133,848	$ 137,332	$ 138,637	$ 140,023	$ 141,353
Fire Prevention Captain	$ 117,654	$ 118,652	$ 119,839	$ 120,918	$ 122,127	$ 123,226	$ 126,603	$ 127,806	$ 129,084	$ 130,310
Fire Prevention Officer I	$ 102,286	$ 102,286	$ 103,309	$ 104,239	$ 105,281	$ 106,229	$ 107,291	$ 108,310	$ 109,393	$ 110,432
Fire Prevention Officer II	$ 98,170	$ 98,170	$ 99,152	$ 100,044	$ 101,044	$ 101,953	$ 102,973	$ 103,951	$ 104,991	$ 105,988
Fire Prevention Officer III	$ 89,933	$ 89,933	$ 90,832	$ 91,649	$ 92,565	$ 93,398	$ 94,332	$ 95,228	$ 96,180	$ 97,094
Fire Prevention Officer IV	$ 81,706	$ 81,706	$ 82,523	$ 83,266	$ 84,099	$ 84,856	$ 85,705	$ 86,519	$ 87,384	$ 88,214
Fire Prevention Officer V	$ 65,435	$ 65,435	$ 66,089	$ 66,684	$ 67,351	$ 67,957	$ 68,637	$ 69,289	$ 69,982	$ 70,647
Public Educator I	$ 102,286	$ 102,286	$ 103,309	$ 104,239	$ 105,281	$ 106,229	$ 107,291	$ 108,310	$ 109,393	$ 110,432
Fire Alarm Operator I	$ 86,943	$ 88,989	$ 89,879	$ 90,688	$ 91,594	$ 92,419	$ 96,562	$ 97,479	$ 98,454	$ 99,389
Fire Alarm Operator II	$ 77,379	$ 79,200	$ 71,903	$ 72,550	$ 73,275	$ 73,935	$ 77,250	$ 77,983	$ 78,763	$ 79,511
Fire Alarm Operator III	$ 73,902	$ 75,641	$ 62,915	$ 63,482	$ 64,116	$ 64,693	$ 67,593	$ 68,235	$ 68,918	$ 69,572
Fire Alarm Operator IV	$ 60,860	$ 62,292	$ 53,927	$ 54,413	$ 54,956	$ 55,451	$ 57,937	$ 58,487	$ 59,072	$ 59,633
Recruit	n/a	$ 48,944	$ 49,433	$ 49,878	$ 50,377	$ 50,830	$ 53,109	$ 53,613	$ 54,150	$ 54,664

NOTE: July 1, 2020 - Differential Changes only for PC, Captain, CTO, CFPO, FAO1

Legacied Rates under Previous Contract

Fire Fighter II	$ 98,170	$ 98,170	$ 99,152	$ 100,044	$ 101,044	$ 101,953	$ 102,973	$ 103,951	$ 104,991	$ 105,988
Fire Fighter III	$ 89,933	$ 89,933	$ 90,832	$ 91,649	$ 92,565	$ 93,398	$ 94,332	$ 95,228	$ 96,180	$ 97,094
Fire Fighter IV	$ 81,706	$ 81,706	$ 82,523	$ 83,266	$ 84,099	$ 84,856	$ 85,705	$ 86,519	$ 87,384	$ 88,214
Fire Fighter V	$ 65,435	$ 65,435	$ 66,089	$ 66,684	$ 67,351	$ 67,957	$ 68,637	$ 69,289	$ 69,982	$ 70,647
Fire Alarm Operator II	$ 77,379	$ 79,200	$ 79,992	$ 80,712	$ 81,519	$ 82,253	$ 85,940	$ 86,756	$ 87,624	$ 88,456
Fire Alarm Operator III	$ 73,902	$ 75,641	$ 76,397	$ 77,085	$ 77,855	$ 78,556	$ 82,078	$ 82,857	$ 83,686	$ 84,481
Fire Alarm Operator IV	$ 60,860	$ 62,292	$ 62,915	$ 63,482	$ 64,116	$ 64,693	$ 67,593	$ 68,235	$ 68,918	$ 69,572

FAO Rates per Pay Equity Plan, effective January 1, 1998

Recognition Pay Schedule – January 2020 – December 2024

Recognition Pay Based on 1st Class Fire Fighter Rate	Effective Date
Fire Fighter I Rate of $102,286	**01-Jan-20** 3% - 6% - 9%
After 8 years of service	$3,069
After 17 years of service	$6,137
After 23 years of service	$9,206
Fire Fighter I Rate of $103,309	**01-Jan-21** 3% - 6% - 9%
After 8 years of service	$3,099
After 17 years of service	$6,199
After 23 years of service	$9,298
Fire Fighter I Rate of $104,239	**01-Jul-21** 3% - 6% - 9%
After 8 years of service	$3,127
After 17 years of service	$6,254
After 23 years of service	$9,382
Fire Fighter I Rate of $105,281	**01-Jan-22** 3% - 6% - 9%
After 8 years of service	$3,158
After 17 years of service	$6,317
After 23 years of service	$9,475
Fire Fighter I Rate of $106,229	**01-Jul-22** 3% - 6% - 9%
After 8 years of service	$3,187
After 17 years of service	$6,374
After 23 years of service	$9,561

Fire Fighter I Rate of $107,291	**01-Jan-23** 3% - 6% - 9%
After 8 years of service	$3,219
After 17 years of service	$6,437
After 23 years of service	$9,656
Fire Fighter I Rate of $108,310	**01-Jul-23** 3% - 6% - 9%
After 8 years of service	$3,249
After 17 years of service	$6,499
After 23 years of service	$9,748
Fire Fighter I Rate of $109,393	**01-Jan-24** 3% - 6% - 9%
After 8 years of service	$3,282
After 17 years of service	$6,564
After 23 years of service	$9,845
Fire Fighter I Rate of $110,432	**01-Jul-24** 3% - 6% - 9%
After 8 years of service	$3,313
After 17 years of service	$6,626
After 23 years of service	$9,939

(b) In the calendar year in which there are twenty-six (26) bi-weekly payrolls to be produced, the annual salaries for members of the Association shall be divided by twenty-six (26) to produce equal bi-weekly pays; and in the calendar years in which there are twenty-seven (27) bi-weekly payrolls to be produced, the annual salaries for members of the Association shall be divided by twenty-seven (27) to produce equal bi-weekly pays.

(c) The Administration Guide (See Appendix) shall be followed in those areas it addresses for any calculations or procedures affecting employees.

16.2 Each employee shall be paid bi-weekly; and where practical, every second Thursday at or before 4:00 p.m. and every second Thursday shall be deemed to be the regular pay-day of the Employer.

Article 17 - Acting Provisions

17.1 (a) (i) An employee(s) acting in the capacity of an Officer, or an Officer acting in a capacity higher than that in which the employee(s) normally serves, shall, when acting in such higher capacity or as an Officer for a minimum of one (1) complete work shift, be paid for the higher rank or as an Officer so long as the employee(s) shall serve in that capacity.

Acting Pay will be calculated based on the difference between the Fire Fighter First Class rate and the Captain rate for time acting in the senior position.

(ii) For persons in the position of Fire Fighter, Fire Captain or Platoon Chief, the employee shall have the option of taking acting pay in time off. Six (6) acting credits shall be equal to half (0.5) a shift off. If the employee chooses the time off option, the time off will be booked in the same manner as time worked as per Article 9. One acting credit will be allocated for the day shift portion of the twenty-four (24) hour shift and one acting credit will be allocated for the night shift portion of the twenty-four (24) hour shift. Employees will receive two (2) acting credits for a twenty-four (24) hour shift.

For all other employees, the employee shall have the option of taking acting pay in time off. Six (6) acting days shall be equal to one (1) shift off. If the employee chooses the time off option, the time off will be booked in the same manner as time worked as per Article 9.

(b) When no qualified Acting Captain is available the Platoon Chief may choose at his/her discretion who will be assigned as Acting Captain.

(c) If an employee is required to act as a result of, part shift time off, the employee may accumulate time worked for the hours acted. This time worked will be compensated at straight time and taken as time off only, in accordance with Article 5.4.

(d) Employees assigned to act for a full shift, shall be chosen from qualified acting captains who have not requested time off for that particular shift.

(e) An employee who is performing functions related to training in accordance with a documented lesson plan and, subject to the approval of the Chief Training Officer, shall be compensated for the (day or night) shift as per the provisions in 17.1(a).

17.2 (a) In the event that an employee is placed in sole charge of a response vehicle and is required to operate that vehicle outside the city limits in response to an alarm, the employee(s) shall be paid at the Captain rate for the full shift.

(b) In the event that an employee(s) is placed in sole charge of an aerial or pumper vehicle and is required to operate that vehicle at an alarm, without an officer en route to the incident, the employee(s) shall be paid at the Captain rate for the day or night shift.

(c) In the event three (3) or more employees are assigned to a response vehicle a qualified Acting Captain will be placed in charge and be paid at the Captain rate for the full shift.

Article 18 - Recognition Pay

18.1 Recognition Pay shall form part of the 1st Class Fire Fighter's salary and shall be paid bi-weekly. It shall be paid to all ranks and classes and shall be included in the calculation of overtime, vacation, lieu day pay, pensions, sick leave, WSIB etc. To be eligible for recognition pay the Fire Fighter must have achieved the applicable years of full-time service within the City of Peterborough Fire Service.

Recognition pay shall be effective on the employee's anniversary date after attaining the applicable years of service shown in Article 16.1.

Article 19 - Parking, Mileage, Business and Travel Expenses

19.1 (a) Mileage shall be paid in accordance with the Corporation's policy on use of personal vehicle for business.

(b) Such employees will also be reimbursed for the additional cost of annual business insurance.

(c) Employees required to attend Fire College in Gravenhurst, Ontario shall be paid $15.00 per day for expenses for each day in attendance.

Article 20 - Promotions & Transfers

20.1 Merit and not favor shall be the basis for advancement in the City of Peterborough Fire Service, and any employee(s) who attempt to bring interest to bear for the purpose of influencing their selection for promotion shall be disqualified for the position thus sought.

20.2 All examinations shall be based on the established training program of the Peterborough Fire Service and general knowledge commensurate with the position.

20.3 Promotional exams shall be offered annually in April/May. Employees must provide their intent to write the exam, in writing, to the Fire Chief in January of the same year of the exam.

20.4 **Promotional Board**

20.4.1 (a) All Upgrading Examinations:
The Promotional Board shall consist of a minimum of three (3), including the Fire Chief, and Chief Training Officer.

(b) Acting Captain's Consideration Examination:
The Consideration Board shall consist of a minimum of three (3), including the Fire Chief, and the Chief Training Officer.

(c) Captain's Examination:
The Promotional Board shall consist of a minimum of three (3), including the Fire Chief, and Chief Training Officer.

(d) Captain Fire Prevention:
The Promotional Board shall consist of a minimum of three (3), including the Fire Chief, and Chief Training Officer.

(e) Platoon Chief's Examination:
The Promotional Board shall consist of three (3), including the Fire Chief, and Chief Training Officer.

(f) Chief Fire Prevention Officer and Chief Training Officer Examinations:
The Promotional Board shall consist of a minimum of three (3), including the Fire Chief.
Additional individuals may be included at the discretion of the Fire Chief to provide technical expertise.

(g) Notice of the composition of all upgrading, consideration and promotional boards shall be posted a minimum of fourteen (14) days in advance of such examinations with a copy forwarded to all candidates and the Association.

20.4.2 The structure of any Promotional/Consideration/Upgrading Board may be altered, as circumstances require, by mutual agreement between the Fire Chief and the Negotiating Committee of the Association.

20.4.3 An employee designated seven (7) days in advance by the Association shall attend on the Promotional/Consideration/Upgrading Board as an observer but shall take no part in determining the marks. The observer shall have the right to comment on the procedure to the Promotional/Consideration/Upgrading Board and must reduce comment to writing and provide the Promotional/Consideration/Upgrading Board with a copy prior to the finalization of the examination proceedings. For the purpose of upgrading the observer shall not be lesser in classification and for promotion not eligible to write any promotional exam for one year.

20.5 **Examinations**

20.5.1 Written Examinations – All written examinations will be prepared, set, adjudicated and marked by the Chief Training Officer or the Fire Chief.

20.5.2 Practical or Admin/Practical Examinations – All practical examinations will be prepared and set by the Chief Training Officer, as directed by the Fire Chief. They will be conducted and adjudicated by the Promotional/Consideration/Upgrading Board.

20.6 **Review**

20.6.1 After the examination and prior to any promotion or upgrading, each candidate may review the written, oral and practical portions of their examination with the Chief Training Officer, or designate appointed by the Fire Chief.

20.6.2 If the candidate is still not satisfied with the written oral or practical portion(s), the candidate shall ask the Chief Training Officer to arrange for the candidate to review their own examination with the Promotional Board. The candidate shall be prepared to prove why the answer is correct and the source of the information. By a majority decision of the Promotional Board, any marks for those questions reviewed may be changed. There will be no totaling of the marks until the review has been completed.

20.7 **Marking**

20.7.1 All upgrading exams shall be based on the following categories:

Written	50%
Practical	50%

20.7.2 All promotions will be based on the following categories:

Written	100%

20.8 **Upgrading**

20.8.1 Firefighters, Fire Prevention Officers and Fire Alarm Operators shall normally remain in each classification as established, for a period of twelve (12) months. For clarity, in the first twelve months of employment, the Fire Fighter and Fire Alarm Room Operator will complete recruit training and the fifth class or fourth class classification, respectively.

20.8.2 To qualify for upgrading through the classifications, an overall mark of 70% must be attained.

20.8.3 (a) Upgrading examinations in the different classifications established for Fire Fighters, Fire Prevention Officers, and Fire Alarm Operators shall be conducted on or before the anniversary date of their employment with the Division. Failing to qualify, the employee(s) shall remain at the present classification and rate of pay for a further sixty (60) days, at which time there shall be a re-examination.

(b) If an employee qualifies on re-examination, the employee(s) shall be advanced into the next higher classification and the appropriate rate of pay effective from the date of re-examination. If an employee(s) fails to qualify on re-examination, it shall be deemed cause for dismissal.

(c) If an employee(s) accepts or attains a lateral transfer from one Division to another, the employee's anniversary date shall be calculated from the date of transfer.

20.8.4 The above provisions for re-examination or dismissal may be altered subject to mutual agreement between the parties if extenuating circumstances prevailed.

20.8.5 An employee(s) shall be off duty a minimum of twelve (12) hours prior to writing an upgrading examination. Employees normally on duty shall be relieved of duties for the duration of such examination(s).

20.8.6 Employees required to write upgrading examinations shall be scheduled to write exams on their normal day shift on or before their anniversary date.

20.9 **Qualifications for Acting Captain**

20.9.1 All Fire Fighter I's in the Suppression Division in their ninth (9th) year of service or more shall be eligible to qualify by examination and personal assessment for acting captaincy consideration. To qualify for acting captaincy consideration, a Fire Fighter I must attain an overall mark of 70%. In the event the Fire Fighter fails to qualify, they shall have the opportunity to qualify at the time of a future examination. The examination dates for acting captaincy consideration will be posted in January. Acting captaincy consideration examinations will be held in the month of May each year for Fire Fighters who qualify as to service requirements as of March 31st of that year. The Fire Fighter shall not be on the qualified acting captaincy list until completion of ten (10) years service.

20.9.2 When Acting Captains are required, they shall be selected on an equal basis from candidates who have successfully passed the acting captaincy consideration examinations and shall be equally distributed among platoons as far as is practical.

20.9.3 Any Acting Captain removing themselves from the Acting Captains list for a period of more than twelve (12) months will be required to re-qualify to their former qualification of Acting Captain. Any Acting Captain that transfers to another division for a period of time longer than twelve (12) months will have to re-qualify to their former qualification of Acting Captain. The level of re-qualification shall be by mutual agreement between the Fire Chief, The Chief Training Officer and the Association but in no case shall it exceed the requirement to rewrite the annual Acting Captains Exam.

20.9.4 Any Firefighter being reinstated to the qualification of Acting Captain shall have their reinstatement date set on the day they are certified as re-qualified by the Chief Training Officer and the Fire Chief. In no case shall this negate any previous acting time accumulated by the member.

20.9.5 When a Firefighter qualifies as an Acting Captain, they are required to complete the Acting Captain Task Book within four (4) months. The Chief Training Officer will oversee the completion of the task book.

20.9.6 When a Firefighter qualifies as an Acting Captain, they will complete their NFPA 1021/1041 level 1 certification within 3 years, and before being able to be promoted to Captain. The promotional lists, as of October 27, 2020, are exempt from meeting this requirement.

20.10 **Promotion to Captain**

20.10.1 To be promoted to Captain, a candidate must have five (5) years of service as an Acting Captain and must obtain a total mark of 70%.

20.10.2 Promotion to Captain shall be given to the candidate with the highest Peterborough Fire Service department seniority and is in the Suppression

Division and who has received a successful passing mark on the Captains exam.

20.10.3 When a vacancy occurs in the rank of Captain in the Suppression Division:

a. Candidates achieving a qualifying mark during a promotional exam shall retain their eligibility until they are promoted to Captain. If there is a current promotional list in effect, the position will be filled by promoting the next person on the list.

b. If there is no current promotional list in effect, all employees who have five (5) years service or more as qualified Acting Captains as of the date of the vacancy shall be eligible to sit for the Captaincy promotion examination to fill the vacancy.

20.10.4 When a qualified Acting Captain is promoted to the rank of Captain, they are required to complete the Acting Platoon Chief Task Book within four (4) months. The Chief Training Officer will oversee the completion of the task book.

20.10.5 Acting Captains who achieve the rank of Captain will complete NFPA 1021-Level 2 certification within two years. The promotional lists, as of October 27, 2020, are exempt from meeting this requirement.

20.11 **Promotion to Captain Fire Prevention**

20.11.1 To be promoted to Captain Fire Prevention, a candidate must have obtained a total average mark of 70%.

20.11.2 Employees in the Fire Prevention Division must be a Fire Prevention Officer 1 for a period of 3 years to be eligible to sit for the Promotional Examination to fill the vacancy.

20.11.3 Promotion to Captain Fire Prevention shall be given to the candidate with the highest Peterborough Fire Service departmental seniority and is in the Prevention Division and who has received a successful passing mark on the Captain Fire Prevention exam.

20.11.4 When a vacancy occurs in the rank of Captain in the Fire Prevention Division:

(a) Candidates achieving a qualifying mark during a promotional exam shall retain their eligibility until promoted to Captain Fire Prevention. If there is a current promotional in effect, the position will be filled by promoting the next person on the list.

(b) If there is no current promotional list all Fire Prevention Officer I' s in the Fire Prevention Division with three (3) years of service or more at that rank as of the date of the vacancy shall be eligible to sit for the Captaincy promotional examination to fill the vacancy.

20.12 Promotion to Platoon Chief

20.12.1 To be promoted to Platoon Chief, a candidate must have 5 years of service as an Acting Platoon Chief and obtain a total mark of 70%.

20.12.2 Promotion to Platoon Chief shall be given to the candidate with the highest Peterborough Fire Service departmental seniority and is in the Suppression Division and who has received a successful passing mark on the Platoon Chief exam.

20.12.3 When a vacancy occurs in the rank of Platoon Chief in the Suppression Division:

(a) Candidates achieving a qualifying mark during a promotional exam shall retain their eligibility until they are promoted to Platoon Chief. If there is a current promotional list in effect, the position shall be filled by promoting the next person on the list.

(b) If there is no current promotional list, all Captains with five (5) years of service or more as Captains as of the date of the vacancy shall be eligible to sit for the Platoon Chief's examination.

20.13 **Promotion to Chief Fire Prevention Officer**

20.13.1 To be promoted to Chief Fire Prevention Officer, a candidate must have obtained a total average mark of 70%.

20.13.2 Employees in the Fire Prevention Division must be a Fire Prevention Officer 1 for a period of 3 years to be eligible to sit for the Promotional Examination to fill the vacancy.

20.13.3 Promotion to Chief Fire Prevention Officer shall be given to the candidate with the highest Peterborough Fire Service departmental seniority and is in the Prevention Division and who has received a successful passing mark on the Chief Fire Prevention Officer exam.

20.14 **Promotion to Chief Training Officer**

20.14.1 To be promoted to Chief Training Officer, a candidate must have obtained a total average mark of 70%.

20.14.2 Employees who have 10 years service or above in the Suppression Division, as of the date of the vacancy, shall be eligible to write for the vacancy.

20.14.3 Promotion to Chief Training Offer shall be given to the candidate with the highest Peterborough Fire Service departmental seniority and who has received a successful passing mark on the Chief Training Offer exam.

20.14.4 Firefighters promoted to Chief Training Officer will achieve NFPA 1041 level 2 certification within 2 years.

20.15 **Promotion Criteria**

20.15.1 Promotion to the officer ranks in the Training Division and in the Fire Prevention Division shall be subject to the same basic promotional requirements as established for the Suppression Division, differing only in examination content and format.

20.15.2 All promotions shall be subject to a probationary period of twelve (12) months, after which time the Fire Chief shall confirm the rank, extend the probationary period for a time not to exceed six (6) months, or revert employee(s) to the previously held position.

20.15.3 Notice of any promotional examination will be posted at least thirty (30) days in advance of the day it commences. Also posted will be the schedule and list of information sources from which the examination will be drawn. No more than eight sources of material will be drawn from and copies of each source shall be provided to the candidates at least thirty (30) days in advance of the examination. Promotional classes will be conducted preceding the examinations above First Class. The dates and times of the classes shall be agreed upon by the Fire Chief and the Association. Examinations will be based upon material covered in the promotional classes.

20.15.4 It is understood between the parties that the total examination shall be completed within ten (10) business days (Monday-Friday) and the review(s) shall be completed and marks posted within fourteen (14) business days of the start of the examination process.

20.15.5 On completion of the Promotional Examinations, the Promotional List shall be compiled with the names of successful candidates shown in descending order based on seniority. Promotions for the following twelve (12) months shall be made from this list. Candidates shall retain their eligibility until promoted to the rank for which they wrote their exam.

20.15.6 Should there be no passing candidate on a promotional exam, a second examination shall be held within 90 days. Only the candidates who participated in the first exam shall be eligible for re-examination.

20.15.7 All employees of Peterborough Fire Services who have qualified for an officer's position shall be given an opportunity to attend the Ontario Fire College, in Gravenhurst.

20.16 **Transfers to Suppression Division**

20.16.1 An employee wishing to transfer to the Suppression Division from any other division shall be required to meet the following prerequisites:

a) NFPA 1001 Level I & II Certification
b) Valid certificates from the Ontario Fire Administration Inc, Candidate Testing

Services as amended from time to time.

c) Valid DZ licence.

Costs associated with any of the above will be the responsibility of the employee.

20.16.2 An employee who meets the prerequisites will be given priority ahead of external candidates, or any candidates on a hiring list, at the time a vacancy in the Suppression Division is filled.

20.16.3 If more than one qualified employee requests a transfer at the same time, the transfers will be given based on departmental seniority.

20.16.4 Employees who transfer to the Suppression Division will work through the classes, starting as a 5th class firefighter. The employee shall remain at their current wage until it is surpassed, if applicable.

20.16.5 The transfer shall be subject to a probationary period of twelve (12) months, after which the Fire Chief shall finalize the transfer, extend the probationary period for a time not exceeding six (6) months, or revert the employee to their previously held position.

20.17 Transfer to Prevention Division

20.17.1 An employee wishing to transfer to the Prevention Division for Fire Prevention Officer or Public Educator, from any other division shall be required to meet the following prerequisites:

a) NFPA 1031 Level I & II Ontario Certification

b) NFPA 1035 Certification

The Employer will pay for the registration fee for the Fire College course in Gravenhurst. The Employee is responsible for arranging for the time off to attend, at no cost to the Employer.

20.17.2 An employee who meets the prerequisites will be given priority ahead of external candidates.

20.17.3 If more than one qualified employee requests a transfer at the same time, the transfers will be given based on departmental seniority.

20.17.4 Employees who transfer to the Prevention Division as a Fire Prevention Officer will work through the classes, starting as a 5th class Fire Prevention Officer. The employee shall remain at their current wage until it is surpassed, if applicable. Employees who transfer to the Prevention Division as a Public Educator will receive the wage rate for that position.

20.17.5 The transfer shall be subject to a probationary period of twelve (12) months,

after which the Fire Chief shall finalize the transfer, extend the probationary period for a time not exceeding six (6) months, or revert the employee to their previously held position.

20.18 Transfer within the Prevention Division

20.18.1 An employee must meet the prerequisites in 20.17.1 and the employee will be given priority ahead of external candidates.

20.18.2 If more than one qualified employee requests a transfer for a position in the Fire Prevention Division at the same time, the transfers will be given based on departmental seniority.

20.18.3 Employees who transfer within the Prevention Division will work through the classes, starting as a 5th class Fire Prevention Officer, if applicable. The employee shall remain at their current wage until it is surpassed, if applicable.

20.18.4 The transfer shall be subject to a probationary period of twelve (12) months, after which the Fire Chief shall finalize the transfer, extend the probationary period for a time not exceeding six (6) months, or revert the employee to their previously held position.

20.19 Transfer to Communications Division

20.19.1 An employee wishing to transfer to the Communication Division from any other division shall be required to meet the following prerequisites:
a) NFPA 1061 Level II Certification

The Employer will pay for the registration fee for the Fire College course in Gravenhurst. The Employee is responsible for arranging for the time off to attend, at no cost to the Employer.

20.19.2 An employee who meets the prerequisites will be given priority ahead of external candidates, or any candidates on a hiring list, at the time a vacancy in the Communications Division is filled.

20.19.3 Employees who transfer to the Communications Division will work through the classes, starting as a 4th class Fire Alarm Operator. The employee shall be moved to the wage of Fire Alarm Operator I.

20.19.4 The transfer shall be subject to a probationary period of twelve (12) months, after which the Fire Chief shall finalize the transfer, extend the probationary period for a time not exceeding six (6) months, or revert the employee to their previously held position.

20.20 An employee wishing to make a Divisional transfer will make the request in writing to the Fire Chief upon a vacancy.

20.21 An employee(s) who has made a divisional transfer within the Peterborough Fire Service, and who elects or is requested to revert back to their previously held position by the Fire Chief in writing, shall be returned to their original rank and position if practical and remain at such rank and position for a period of twelve (12) months prior to further upgrading. During this twelve month period the employee shall not be eligible to write a promotional examination.

Article 21 - Uniform Issue

21.1 (a) Each employee shall be supplied by the Employer, at the Employer's expense with uniforms; such uniforms to be issued at the discretion of the Fire Chief, and to be replaced as required. Employees in the Training & Fire Prevention Divisions shall be provided turn-out issue and an annual allowance of fifty dollars ($50.00).

(b) An Officer uniform shall consist of: one (1) tunic, one (1) hat, two (2) pairs of dress pants, four (4) shirts (long or short sleeve), two (2) clip-on ties, and one (1) nylon car coat (parka).

(c) A Fire Fighter uniform shall consist of: one (1) tunic, one (1) hat, one (1) pair of dress pants, four (4) shirts (long or short sleeve), two (2) clip-on ties, and one (1) nylon car coat (parka).

(d) Fire Alarm Operators/Alarm Room Operators shall be provided an equivalent issue to the Fire Fighter.

(e) All new employees shall receive the regular issue, plus four (4) additional shirts and one (1) additional pair of dress pants. Such issue for new employees shall be provided upon successful completion of the probationary period. If the next general issue takes place in less than six (6) months after the new employee(s) has received the initial issue, such employee(s) shall not be entitled to an additional issue.

(f) For all uniform issues, other than the initial issue, Employees required to wear their uniform in the regular performance of their duties may elect issue to a maximum of 13.5 points per annum.

One tunic	6.0 points
One pant	2.0 points
One cap	1.5 points
One shirt	0.5 points
Ties/Flashes	0.0 points

No employee(s) may elect issue that exceeds 13.5 points per annum.

All other employees shall be provided issue annually, as required to comply with Article 21.1(j) at the discretion of the Fire Chief.

(g) Should an employee(s) elect to forego one item of an issue in order to receive an additional issue of another item, the employee(s) may do so at the discretion of the Fire Chief; it being understood that said employee(s) may only have issue to the limit of the point maximum per employee.

(h) Annual points may not be transferred to another employee(s) and shall not be accumulative from year to year.

(i) No employee's issue of any item may exceed double the standard issue.

(j) It is understood between the parties that each employee shall have a complete presentable uniform issue available at all times.

(k) All uniform issue shall remain the property of the Employer, and the employee(s) shall be accountable for it at all times to the Fire Chief as to any issuance in any given twelve (12) month period. Any employee(s) who resigns or is discharged within six (6) months after the date of receiving the uniform issue shall return the issue (dry cleaned) to the Fire Chief.

(l) Fire Prevention Officers, Chief Fire Prevention Officer, Public Educator and Chief Training Officer shall be provided turn-out issue and an annual allowance of one pair of appropriate black C.S.A. approved safety footwear. Safety footwear must be worn while on duty. In addition, these employees shall receive a rain cape and hat cover.

The turn-out issue for the Public Educator and Chief Fire Prevention Officer can be decommissioned gear as long as it is properly fitting.

(m) Every employee with more than six (6) month's service shall receive a cleaning allowance as follows:

i) employees required to wear their uniform regularly on duty shall receive an annual cleaning allowance of $150.00.

ii) all other employees shall receive an annual cleaning allowance of $100.00.
Such allowances shall be paid on the first pay in July of each year.

(n) It is understood between the parties that uniform issue shall be supplied no later than June 1st of each year.

21.2 Fatigue Issue

Annual fatigue issue for all employees, with the exception of Fire Alarm Operators/Alarm Room Operators, shall be as follows:

Clothing Schedule (Point System)

item	# of Points/Unit	Max. Issue
Workrite Pants (dark navy)	20	N/A
Workrite Cargo Pants (dark navy)	30	N/A
Workrite Shirt (SS) (dark navy)	19	N/A
Black C.S.A. approved safety footwear	35	N/A
Workrite Shirt (LS) (dark navy)	23	N/A
Workrite Coveralls (Fire Prev Only)	34	As needed
Station Wear Pant (FAO) (dark navy)	10	N/A
Station Wear Shirt (FAO) (SS) (dark navy)	8	N/A
Station Wear Shirt (FAO) (LS) (dark navy)	9	N/A
EMS Jacket (FF)	42	As needed
EMS Jacket (Support Services and Admin)	43	As needed
Sweater	11	Alternate years, as needed
T-Shirts	3	N/A
Job Shirt	15	N/A
Current Ball Cap	4	2
New Era Ball Cap	5	2
Toques	4	2

The following items of clothing shall be valued under a point system for the issue pursuant to the conditions as listed below:

Members shall receive the following clothing issue point allocating annually.

Classification	Points
Suppression Personnel	178

Communicators	70

For the purpose of this schedule, the following restrictions shall apply to the selection of clothing issue point items:

a) Newly hired personnel shall be issued clothing as per agreement between IAFF Local 169 and Fire Services Administration

b) All T-Shirts, ball caps and Job Shirts worn on duty shall be PFS issued attire only.

The City shall distribute to each member prior to March 1st in the calendar year, prior to clothing issue entitlement, a Clothing Issue Order Form. This form shall contain the appropriate annual clothing issue point allocation for each member. The form shall also list the clothing issue items and their respective point values as per above. Members shall indicate and total their selections on the form. This selection point total shall be subtracted from the total clothing issue point allocation as indicated on the Clothing Issue Order Form. The selection point total of the ember shall not exceed the annual clothing issue point allocation. All forms shall be signed and dated by the member.

Unused clothing issue points to a maximum of fifty (50) may be banked or carried over the subsequent years. Members shall indicate on their Clothing Issue Order Form the clothing issue points to be carried over. Clothing issue points shall be forfeited upon retirement or separation from the Peterborough Fire Service.

Members shall submit completed Clothing Issue Order Forms through channels to Administration prior to June 1st in the calendar year prior to the clothing issue entitlement. Forms which have been received by Administration shall be date stamped. Forms which contain errors shall be returned to the member for correction and re-submission prior to the clothing issue entitlement. Members required to re-submit shall do so within twenty-one (21) days of notification being sent. No alterations to forms shall be made following receipt by Administration except for corrections due to errors as outlined above.

FAO Clothing Schedule (Point System)

The following items of clothing shall be valued under a point system for the issue to FAO's pursuant to the conditions as listed below.

Item	# of Points/Issue	Max. Issue
FAO Station Wear Pant	12	N/A

FAO Station Wear Shirt (SS)	5	N/A
FAO Station Wear Shirt (LS)	6	N/A
Sweater	10	Every 2 years
T-Shirts	3	N/A
Current Ball Cap	4	2
New Era Ball Cap	5	2
Jacket	43	As required

21.3 **Turn-Out Issue**

(a) 1. One (1) personalized set of protective coat and bunker pants, which complement each other, which meets or exceeds the Project Fire Standard (see Appendix) or other mutually agreed upon standard.

2. One (1) helmet.

3. At least one (1) pair of fire fighting boots compatible with bunker pants.

4. One (1) pair of gloves which meet or exceed the Project Fire Standard. All of this equipment to be replaced as needed.

(b) All of the above issue shall meet the highest Federal, Provincial or general consensus standards as agreed between the parties; that provides the highest level of worker protection and safety; with the applicable N.F.P.A. standard representing the minimum.

(c) It is agreed between the parties that where such issue does not currently meet these standards, such standards shall be observed upon replacement of same.

21.4 **Accountability**

All items of uniforms and/or issue shall remain the property of the Corporation, and the employees shall maintain all the uniforms and/or issue in a neat, clean and serviceable condition. Uniforms and/or issue damaged and/or lost in the line of duty shall be maintained or replaced by the Employer. No employee(s) shall wear or use another employee(s) turn-out issue. No employee(s) shall use their turn-out issue for other than their regular on-duty assignments with the Peterborough Fire Service as an employee(s) of the Corporation; unless permission is granted to do so by the Fire Chief. At the discretion of the Fire Chief, any issue to be discarded, with the exception of shirts shall be returned to the Peterborough Fire Service.

21.5 Wherever practicable, and subject to the tenders received by the Corporation, articles of clothing and equipment supplied to employees shall carry a union label.

Article 22 - Strikes and Lock-Outs

22.1 No strike or lock-out shall occur during the life of this Agreement or any renewal thereof.

Article 23 - Discrimination

23.1 Neither party will discriminate against employees in a manner contrary to the Ontario Human Rights Code.

23.2 The Employer shall not discriminate against any employee(s) for lawful union activities upholding their principles or serving on a committee of the Association or any organization affiliated therewith.

23.3 The Employer agrees to take reasonable measures in organization of its workplace, for the purpose of accommodating the religious beliefs and practices of employees.

23.4 Employees shall be free to express their views on any matter and may not be disciplined for doing so.

23.5 The employer agrees that at no time will discrimination be shown towards the employees with respect to this Agreement.

23.6 The Employer agrees that there shall be no discrimination against employees based on race, national or ethnic origin, colour, religion, sex, age or disability.

23.7 The employees shall have the privilege of holding Association meetings in the Fire Stations, it being understood that these meeting will not be held at times or places which may in any way interfere with the successful operation of the Peterborough Fire Service. No persons other than members of Local #169 shall attend such meetings in the Fire Stations except officials of the International Association of Fire Fighters and Ontario Professional Fire Fighters Association, and one official of the Canadian Labour Congress who shall be designated and who may attend not more than one meeting per month unless with the express permission of the Fire Chief.

23.8 The Association shall have the privilege of space for a desk and file case at one of the stations at the Peterborough Fire Service, as mutually agreed, it being understood between the parties that such space may not in any way interfere with the successful operation of the Peterborough Fire Service.

Article 24 - Discipline

24.1 Each employee(s) shall promptly conform to and obey all by-laws, rules and regulations in force from time to time which are applicable to employee(s) and insofar as such regulations do not conflict with the terms of this Agreement or an extension or renewal thereof.

24.2 The Fire Chief shall be empowered to hire, discharge, suspend without pay, transfer, or demote any employee(s), subject only to limitations expressed in this Agreement as to arbitration or otherwise.

24.3 When Peterborough Fire Service report or reports of a personal or disciplinary nature are filed (submitted) against any employee or employees by the Fire Chief or subordinate officers, the employee or employees concerned shall be given a copy of such reports and if the employee(s) requests, be granted a hearing by the Fire Chief, within ten (10) days of the date of filing such report or reports.

24.4 In the event the Fire Chief calls a hearing the employee or employees concerned shall be given a written report of the nature and reasons for the hearing, five (5) days in advance of such hearing.

24.5 In the case of discharge, for cause or other reasons, the Fire Chief shall notify the Association in writing, giving reasons for such discharge. Such notice is to be given within four (4) days of such discharge.

24.6 An employee(s) shall not be discharged without being given at least seven (7) days' notice in writing of the proposed discharge and the reasons therefore, and may, before the expiry of the notice, require a hearing by delivering a notice in writing to that effect to the Clerk of the Municipality.

24.7 Where a notice requiring a Hearing is delivered under Section 24.6, the Council, or a committee thereof, shall hold a Hearing and the employee(s) may be represented at the Hearing by counsel.

24.8 Where an employee(s) requires a Hearing under Section 24.7 the discharge shall not take effect before the Hearing is disposed of. This clause shall not be interpreted so as to interfere with the Fire Chief's prerogative regarding Fire Fighter V's (probationer).

Article 25 – Peterborough Fire Service Rules

25.1 (a) The Association acknowledges that it is the exclusive function of the Corporation of the City of Peterborough to establish, enforce and amend from time to time Rules and Regulations, provided that such Rules and Regulations are reasonable, posted in all Fire Stations and a copy of such Rules and Regulations to be supplied in pamphlet

form to the Chief Administrative Officer, the Association, and each employee(s) prior to implementation.

(b) The Corporation agrees that this function shall be exercised in a manner consistent with the terms of this Agreement and subject always to the right of the Fire Fighter and/or the Association to lodge a grievance as set out herein.

Article 26 - Annual Appraisals

26.1 Annual appraisals shall be completed by the Fire Chief on all Platoon Chiefs, the Fire Prevention Chief Officer, and the Chief Training Officer.

26.2 Platoon Chiefs shall complete annual appraisals on all Captains, Acting Captains and employee(s) with ranks below Fire Fighter I's and below Fire Alarm Operator I's.

26.3 The Chief Fire Prevention Officer shall complete annual appraisals on all Fire Prevention employee(s) below the rank of Captain Fire Prevention.

Article 27 - Personnel

27.1 Any position in the Peterborough Fire Service which becomes vacant by reason of retirement, death, resignation or dismissal of an employee(s) shall be filled, on the recommendation of the Fire Chief, within a period of ninety (90) days, in an effort to maintain the Peterborough Fire Service's peak efficiency, unless dealt with in accordance with Article 31.

27.2 Each employee(s) shall assist in performing maintenance work, janitor work and alterations within the building proper of the Fire Stations.

27.3 Where a reduction in manpower becomes necessary, the Employer shall make every reasonable effort to place employees of the Peterborough Fire Service within the employment of the Corporation where practicable.

27.4 The Employer agrees to indemnify the Employees of the Peterborough Fire Service and save them harmless in any civil action, from any and all damages or claims for damages arising out of acts or omissions done or caused by them during the performance of their duties provided the act or omission is done in good faith in the execution or intended execution of their duties or for any alleged neglect or default in the execution in good faith of their duty excluding wilful and malicious damage.

27.5 Any loss of licence for operating a motorized vehicle shall be reported immediately to the administration of the Peterborough Fire Service in writing and said employee shall make every effort to have the licence reinstated.

27.6 By operation of section 53.1 (3.1) of the *Fire Protection and Prevention Act*,

effective June 1, 2013, firefighters in fire suppression are required to retire at the age of 60, and a firefighter subject to this agreement will be required to retire at that age. Retirement is mandated as of the end of the month in which the firefighter turns 60 years of age.

Article 28 - Staffing

28.1 The minimum staffing shall be no less than fifteen (15) full-time professional Fire Fighters on duty per shift. This means fifteen (15) Fire Fighters from the Suppression Division including Fire Fighters, Captains and Platoon Chief.

28.2 The minimum staffing of the Suppression Division shall be eighty (80) full-time professional Fire Fighters.

28.3 The Prevention Division will have a minimum staffing of 5, including 4 Fire Prevention Officers and 1 Public Educator. The Public Educator will have a primary role in Public Education, and a secondary role assisting with inspections and enforcement.

28.4 The Communications Division will have a minimum staffing of 2 per shift. For this article Fire Alarm Operators and/or Alarm Room Operators can be used to achieve minimum staffing. The number of full-time Fire Alarm Room Operators will not fall below 8 full-time Fire Alarm Room Operators.

28.5 The Training Division is comprised of the Chief Training Officer.

28.6 In the event of an emergency, staffing in divisions may be reassigned temporarily, as needed, to ensure the department can maintain its core services. The Employer agrees to consult with PPFFA Local 169.

28.7 A minimum of four (4) full time professional fire fighters shall be assigned to each front line pumper vehicle. At least one of these vehicles will be assigned to each station.

28.8 The Public Educator will not be deemed as an "Assistant to the Fire Marshall" as stated in the Fire Prevention and Protection Act.

Article 29 - Seniority - Layoff and Recall

29.1 Seniority shall be defined as the length of service of an employee(s) in the Peterborough Fire Service of the Corporation of the City of Peterborough, and shall be considered on a service-wide basis for the purposes of layoff and recall. This Article shall not conflict with other provisions of this Agreement pertaining to seniority.

29.2 In the event it is determined that a reduction in staffing complement is necessary, within a specific Division, such staff reduction shall be governed by seniority. The employee with the least departmental seniority in that Division

will be the first employee to be laid off, in the case of employee(s) below an Officer rank.

29.3 In the case of a reduction affecting the Officer ranks, the last employee(s) promoted to the Officer rank shall be the first to be returned from the Officer rank to the next-lowest rank. Similarly, should recall be initiated within twelve (12) months, re-appointment shall be determined in the reverse order of the reduction.

29.4 Any employee(s) who is laid off shall be entitled to continue normal benefits at the employee's own expense through the Corporation for a period of twelve (12) months.

29.5 Annually the Peterborough Fire Service shall maintain an up-to-date seniority list showing all Peterborough Fire Service employees, last date of hire, classification and duration held. It shall be posted on all Peterborough Fire Service bulletin boards, with a copy forwarded to the Secretary of the Association and to the Manager, Human Resources.

29.6 An employee(s) shall only lose seniority in the event of:

(a) discharge for just cause and such discharge is upheld.

(b) resignation

(c) failure to return to work upon recall within ten (10) calendar days after having been notified by registered mail to do so, unless prevented from doing so by documented illness; and it shall be the responsibility of the employee(s) to keep the Employer informed of his/her current address

(d) layoff for a period in excess of twelve (12) months.

29.7 The Employer shall not hire any new employee(s) to the Peterborough Fire Service until all employee(s) who are qualified and capable, and have been laid off within the previous twelve (12) months, are offered the opportunity of recall, as set out in Section 29.6, subsection (c) of this Article.

29.8 Employee(s) laid off and recalled shall be returned to duty at the same rank held prior to layoff, should same be available.

29.9 In determining an employee's length of service for seniority purposes, computation shall begin on the date that the employee(s) becomes a member of the Peterborough Fire Service. An employee(s) who leaves the services of the Peterborough Fire Service for any reason other than in Her Majesty's Armed Forces in time of war or National Emergency, or whose absence has been permitted as a leave of absence for a period of no longer than one (1) year, and who renews service within the Peterborough Fire Service, shall be considered as a new employee(s) for the second period of service, and seniority shall be computed only from the time that this second period of employment commenced. However, for classification purposes, an

employee(s) with previous Fire Fighting service may be reclassified at the discretion of the Fire Chief, but shall be on probation for one (1) year.

Article 30 - Technological Change

30.1 (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 the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change of date or dates on which the Corporation plans to effect the change; 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 an outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Section 6 of the Peterborough Fire Services Act, R.S.O. 1970, Chapter 169 as amended. The time limits provided in Section 6 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 introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

Article 31 - Contracting Out

31.1 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 a person who is not an employee of the Corporation.

Article 32 - Leave Of Absence and Bereavement

32.1 Union Business

(a) The President and any two (2) Executive members of the Association, or any members not exceeding three (3) of any negotiating committee duly elected or appointed by the employees, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective office insofar as the regular operations of the Peterborough Fire Service will permit, at the discretion of the Fire Chief.

(b) Upon written notification to the Fire Chief, Association members will be allowed time off with pay for approved Union business. Approved Union business will mean business which has been approved by the membership of the Association.

(c) If the staffing of the Peterborough Fire Service falls below minimum as a result of this time off for Union business, the Association will be responsible for arranging a change of day to cover the employee(s) absence at no additional cost.

32.2 Bereavement Leave

(a) The following leave of absence is allowed to make the required arrangements and to attend the funeral in the event of a death in the employee's family, commencing not later than the day of the funeral:

(i) Employees spouse, father, mother or children, two (2) consecutive twenty-four (24) hour working days for persons in the position of Fire Fighter, Fire Captain, or Platoon Chief, four (4) working days within one tour of duty for shift workers, and five (5) working days for non-shift workers.

(ii) Employee's sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, one and one half (1.5) twenty-four (24) hour working day and return to work at 18:00 hours of the following regularly scheduled working day for persons in the position of Fire Fighter, Fire Captain, and Platoon Chief, and three (3) working days for all other employees.

(iii) Other in-laws, aunts and uncles, one 24 hour shift for persons in the position of Fire Fighter, Fire Captain or Platoon Chief and one day for all other employees (i.e. the day of the funeral).

(b) Only such time as is required to fulfill the above obligations on which the employee(s) would be scheduled to work shall be paid for.

(c) Such employee(s) will be expected to notify the Supervisory Officer as soon as possible of the need for such a leave of absence.

(d) Extra leave of absence without pay may be granted. This period of time and the conditions shall be at the discretion of the Fire Chief.

32.3 Jury Duty

Each employee(s) of the Peterborough Fire Service who is called to serve as juror or is subpoenaed as a witness in a legal proceeding related to duty shall,

i) be granted leave of absence for such purposes, provided that upon completion of jury or witness service such employee(s) shall present to the Fire Chief a satisfactory certificate showing the period of such service;

ii) be paid full salary or wage for the period of such jury or witness service provided the employee(s) deposit with the Treasurer of the Corporation the full amount of compensation received for such service exclusive of any monies received for meal allowance or travelling allowance; and

iii) upon being released from jury or witness service in the forenoon of any day, immediately telephone the employee's Supervisory Officer for instruction respecting return to work, and shall upon receiving such instructions comply with same.

The above provisions shall apply during periods of normal duty only.

32.4 An employee(s) subpoenaed as a witness in a legal proceeding related to an on-duty incident, and who must appear during off-duty time, shall be paid for only such time as required for such proceedings in accordance with Article 5.1.

32.5 An Employee(s) may be allowed time off for responsible cause. This period of time and financial terms to be agreed upon between employee(s) and the Fire Chief.

32.6 **Pregnancy Leave and Parental Leave**

(a) The employer shall grant an employee(s) a pregnancy leave and/or parental leave in accordance with the Employment Standards Act as amended.

(b) An employee(s) electing a pregnancy leave shall provide a written request for same to the Fire Chief at least one (1) month prior to the proposed starting date of such leave.

(c) An employee who is eligible for pregnancy and/or parental leave, shall be entitled, to receive 75% top-up for a maximum of 15 weeks for pregnancy leave and a maximum of 10 weeks for parental leave, provided the employee is in receipt of Employment Insurance benefits at the time (i.e. there is no top-up during the EI waiting period). The employee must provide proof of receipt of such benefits so that the appropriate payment can be made. 75% top-up for pregnancy leave will be calculated based on the difference between the employee's regular salary and their EI entitlement, based on a 12 month leave.

(d) The employee(s) anniversary date for purposes of probation or up-grading will be adjusted in accordance with the term of the leave.

Article 33 - Residence

33.1 Employees shall be allowed to reside outside the City of Peterborough. It shall be the responsibility of the Employee to notify the Peterborough Fire Service administration in writing of any change in address or telephone number within three (3) calendar days of such change.

Article 34 - Grievance Procedure

34.1 It is the mutual desire of the parties hereto that complaints, disputes and grievances shall be adjusted promptly and amicably.

34.2 A grievance shall be instituted no later than twenty-one (21) calendar days after the occurrence and shall be submitted in writing with all the Steps of the Grievance Procedure properly completed on the Grievance Form. A grievance shall not be disallowed because of a technical error, providing all other provisions are adhered to by either party which is to include time limits.

34.3 Grievances shall be taken up for adjustment in the following manner and all time limits shall be mutually established and shall not exceed seven (7) days for settlement at each Step, excluding Step Four (4).

34.4 An employee(s) shall not be permitted to grieve in any other manner than specified in this Agreement.

34.5 A copy of any report of a disciplinary nature regarding an employee(s) shall be given to the Association and the employee(s).

34.6 A Grievance Committee shall be established by the Association and shall notify the Corporation of those members.

34.7 Should the employee(s) have the grievance refused by the Committee, the employee(s) shall have the right (with a member of the Executive Board as witness) to proceed through the various Steps.

34.8 The Grievance Committee and/or employee(s) may be accompanied by a representative of the Provincial Federation of Ontario Fire Fighters, International Association of Fire Fighters and/or a solicitor or other individual whose presence is requested and the Corporation may similarly be accompanied by other advisors.

34.9 At any Step of the Grievance Procedure including arbitration the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses, and all arrangements shall be made to permit the conferring parties to have access to the Peterborough Fire Service, to view disputed operations and to confer with the necessary witnesses.

34.10 Due consideration shall be given to any complaint, dispute or grievance where there is:

(a) a violation of the Collective Agreement.
(b) a violation of legislation or Peterborough Fire Service regulations governing working conditions.
(c) unfair changes in working conditions or customary practices.
(d) improper working conditions.
(e) violation of health or safety standards.

and failing resolve may be submitted to a Board of Arbitration.

34.11 Failure to grieve a previous issue or to pursue such a grievance shall not be considered prejudicial to future grievances.

34.12 **Steps of Grievance Procedure**

At all Steps of the Grievance Procedure decisions and reasons shall be in writing from both parties.

Step 1
The employee(s) with an alleged grievance shall submit the complaint to the respective steward who shall in turn submit the same to the Grievance Committee, where it shall be given due consideration, and may then proceed to;

Step 2
Two (2) members of the Grievance Committee and the employee(s) involved, may take the alleged grievance up with the Fire Chief or designate and failing settlement shall then proceed to;

Step 3
The Grievance Committee and/or employee(s) shall take the grievance up with the Chief Administrative Officer or appointee and failing settlement may then be submitted to a single arbitrator as laid down in Article 35.1 of the Collective Agreement.

34.13 Any difference arising directly between the Association and the Corporation concerning the interpretation or alleged violation of the terms and provisions of this Agreement may be submitted to either party by the other at Step 2 as contained in Article 34.12.

Article 35 - Arbitration

35.1 Where a difference arises between the parties relating to the interpretation, application or administration of an agreement or of a decision or award of a Board of Arbitration, or where an allegation is made that the agreement or award has been violated, either of the parties may, after exhausting any Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and, if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon the request of either party, and the arbitrator shall commence to hear and determine the difference or allegation within thirty (30) days after his/her appointment, and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.

35.2 Where, after bargaining, the Council of the Municipality or the Bargaining Committee is satisfied that an agreement cannot be reached, it may, by notice in writing to the Bargaining Committee or the Council, as the case may be, require all matters in dispute to be referred to a Board of Arbitration of three (3) members, in which case the Council and the Bargaining Committee shall each appoint a member; and the third member, who shall be the Chairperson, shall be appointed by the two (2) members so appointed.

35.3 When a question arises to whether a matter is the subject of a legitimate grievance, the parties agree the issue may be placed before a single arbitrator as referred to in Article 35.1 to determine the legitimacy of the matter for the Grievance Procedure.

35.4 In a grievance processed under Article 34, an arbitrator considering a grievance in which the suspension, discharge, demotion or discipline of an employee(s) is considered unjust, shall deal with such grievance by confirming or modifying the action taken with respect thereto; or by ordering reinstatement of the employee(s) with or without pay or seniority, whichever in his/her opinion is just and equitable.

Article 36 - Safety and Equipment

36.1 Aerial devices and pumpers shall meet the U.L.C. standards in effect at the time of manufacture at a minimum.

36.2 a) To provide for twenty (20) positive pressure self-contained breathing

apparatus, with cold weather kits for all on duty employees.

b) To provide four (4) more portable radios to the Suppression Division for a total of eight (8), with the understanding that during a General Alarm, these radios may be re-assigned to Senior Officers.

36.3 E.M.S

Emergency Medical Services program training shall be provided as deemed necessary by the Chief Training Officer to maintain high standards of operator competency. It is further understood that the delivery of E.M.S. is covered by Article 27.4.

Article 37- Copies of Agreement

37.1 The Employer shall supply copies of this Agreement to the Secretary of the Association in sufficient number to provide a copy for each employee(s) at the expense of the Employer.

Article 38 - Duration

38.1 This Agreement shall remain in full force and effect until the 31st day of December 2024, and from year to year thereafter, provided however that either party may:

(a) terminate such Agreement by a notice in writing given to the opposite party not less than thirty (30) days nor more than forty-five (45) days prior to the expiration date hereinbefore mentioned; or

(b) within a period of forty-five (45) days prior to the expiration date either party may on ten (10) days' notice in writing require the other party to enter into negotiations for 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.

(c) If at any time during the negotiations as provided for in paragraph (b) above either party comes to the conclusion that an agreement cannot be reached, then the provisions of Article 35.2 shall apply.

(d) All desired revisions to the Agreement by either party shall be presented to the other party in writing not less than thirty (30) days before the expiry date of the Collective Agreement.

Article 39 - Successor Rights

39.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the

consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

IN WITNESS WHEREOF the Employer has hereunto caused its corporate seal to be affixed under the hands of its duly authorized officers, and the employees have caused this instrument to be executed by their proper officers hereunto duly authorized the day and year below written.

Peterborough Professional
Fire Fighters Association
Local #169

Wesley Lake

President

The Corporation of the City of
Peterborough

Diane Therrien

Mayor

Mikaela McGill

Vice President

John Kennedy

City Clerk

Jim Woodley

Executive Member

Severally Witnessed

Karen McGee

Dated this 31st day of April, 2021

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF PETERBOROUGH
Hereinafter called the Corporation

And

THE PETERBOROUGH PROFFESSIONAL FIRE FIGHTERS ASSOCIATION
Hereinafter called the Association

Employees should contact Human Resources as soon as they have decided on a retirement date. Where practicable and in order to facilitate the process the Employee should meet with Human Resources two months in advance of their retirement date. This will ensure that the paperwork and calculations are completed prior to the date of retirement.

Signed at Peterborough, Ontario the 22 **day of** April **2016**

For the Corporation

For the Association

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF PETERBOROUGH
Hereinafter called the Corporation

And

THE PETERBOROUGH PROFFESSIONAL FIRE FIGHTERS ASSOCIATION
Hereinafter called the Association

In the event that the permanent staffing in suppression increases to 24, the parties agree in principle to create a buffer of one for the purposes of sick leave subject to discussions by the parties.

Signed at Peterborough, Ontario the 2nd day of December, 2016

For the Corporation

Kathy Lloyd

For the Association

LETTER OF AGREEMENT

Between

THE CORPORATION OF THE CITY OF PETERBOROUGH
Hereinafter called the Corporation

And

THE PETERBOROUGH PROFFESSIONAL FIRE FIGHTERS ASSOCIATION
Hereinafter called the Association

Re: Article 27.1-Personnel

With the legislation requiring employees in Suppression to retire at age 60, the Parties now have a specific date that a vacancy in Suppression will occur in advance of the vacancy actually occurring.
The Parties agree that the Corporation can, at its sole discretion, fill vacancies in suppression before the vacancy occurs.
Notwithstanding this, vacancies must continue to be filled at least 90 days from the date of the vacancy.
Eligibility for positions will remain as per the collective agreement.

Signed at Peterborough, Ontario this 24 day of March 2017

For the Corporation

For the Association

APPENDIX A

Employee Assistance Program

Representatives of the Peterborough Fire Service and the Peterborough Professional Fire Fighters' Association have agreed to establish a joint Association-Peterborough Fire Service Committee to assist and enable employees to resolve personal, social or health problems which affect work performance, on a confidential basis.

The Association and Peterborough Fire Service share appreciation of opportunity for constructive work in this collaborative approach to a problem which is of concern to both parties and affects the interest of both parties.

This policy is published as a joint Peterborough Fire Service/Association statement by agreement between the Peterborough Fire Service and the Peterborough Professional Fire Fighters' Association.

Proceeding from the agreed policy, members of the joint Committee will work together to develop the procedures and practices which will provide a fully operational program of assistance and rehabilitation for Peterborough Fire Service employees.

Outline of Policy

1) The Peterborough Fire Service and Association recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to the appropriate resource. This is true whether the problem is one of alcoholism, drug abuse, physical illness, mental or emotional stress, marital or family distress, financial or other concerns.

2) The joint Committee's concern is limited to the detrimental effects on the employee's health and, consequently, his/her performance on the job.

3) When unacceptable job performance is clearly due to health and/or behavioural problem(s), the employee will be required to accept corrective treatment as a condition of continuing employment. Refusals to accept treatment or continued failure to respond to therapy will be handled in the same way that refusals or treatment failures are handled for other health problems when such problems continue to have a detrimental effect upon job performance.

4) The program structure will provide for voluntary contact and consultation by any employee who feels he/she may have a problem. All the program services established by the Committee will be available to any employee voluntarily seeking assistance in strict confidence.

5) Whether referral to the program is voluntary or mandatory because of work performance the case will be handled confidentially.

6) Management and Association members will communicate this program and its advantages to all levels of staff. Management will be responsible for the implementation of this policy, applying procedures which ensure that no employee will have his/her job or opportunities jeopardized by seeking assistance for personal problems.

7) Association members of the joint Committee will encourage voluntary participation in the program by employees known to them as being in need of this assistance.

8) The policy and resulting program will be communicated to all Peterborough Fire Service Employees as an available Peterborough Fire Service -Association service.

9) The policy and program will be communicated to doctors and others in the medical and social service communities to encourage their confidence in the supportive and rehabilitative intention of the program.

Role of the Committee/Committee Members

1) The Committee shall consist of two representatives of the Association and two members acceptable to the Peterborough Fire Service and the Association. One member shall be alternated on a regularly-scheduled basis (annually) between Association and the Peterborough Fire Service as Chairperson.

2) The Committee, using its joint resources, will undertake a continuing education program for Association officials, Management staff and employees.

3) The Committee shall understand and utilize the community resources for prevention, counselling and treatment of a serious health and/or behavioural problem(s).

4) It shall not be the function of Committee members to counsel or deal with individual employee problems but rather to perform a liaison role and through same provide guidance and support.

5) The Committee shall develop and maintain the procedural matters necessary to a fully functioning program.

6) The operation and performance of the Committee will be reviewed in semi-annual meetings of Association Officers and Peterborough Fire Service Management.

7)a. Any Committee Member may act in a liaison capacity with the Committee. Such member may inform the Committee Chairperson of the name of the employee and the reason his/her name is being brought to the attention of the Committee.

b. The Chairperson may then arrange a meeting of the Committee to discuss the problem and the possible steps to be taken.

Employee Responsibility

1) A person participating in this program must commit himself/herself to following through with the plans that are made unless extenuating circumstances beyond the control of the person make it impossible to do so.

2) Such plans may include specific tasks to be undertaken by the employee detailing contracts to be made, type of program to be involved in, time frame and a reporting arrangement with members of the Committee or other persons appointed on behalf of the Committee to monitor progress.

Voluntary Referral

1) The employee may approach the Committee on his/her own. Any such inquiry will be kept in confidence.

2) The decision by an employee to approach the Committee may be encouraged by fellow employees but will not be a result of management or supervisory decision regarding the employee's inability to function on the job.

3) An employee shall not opt in and out of the program at his/her own convenience.

4) Under no circumstances will the employee's participation in the program be used against the employee in any further disciplinary action.

5) No employee will lose his/her job, position or rank as a result of the employee's participation in the program.

6) Participation in the program will not be used to an employee's detriment in any future attempt to be promoted or to improve his/her position.

Mandatory Referral

1) The employee will be referred to the Fire Chief as a result of the employee not being able to properly perform in the line of duty. This referral may be as a result of a recommendation by supervisory officers to the Fire Chief.

2) In the case of a mandatory referral, the employee must become involved in the program or face disciplinary action.

3) On becoming involved in the program, it is essential that the employee co-operate with the committee.

4) If treatment is recommended an employee may be absent from work for the purpose of such treatment on a sick leave basis subject to administrative consideration. If no other options are available, vacation entitlement may be applied if necessary.

5) During participation in the program, the employee will not be disciplined by Management for health and/or behavioural problem(s) without consultation with the committee.

6) If the employee fails to co-operate fully with the Committee and the Committee decides that further rehabilitative action is unwarranted, the employee will become a Management/Association problem.

7) Since mandatory referral to the program is based on deteriorating work performance, the employee having received treatment for the problem shall be expected to improve satisfactorily. In a case where the employee's work performance remains unsatisfactory, regardless of treatment, the employee may be subject to further disciplinary action.

8) Limited employee records relating to diagnosis and treatment shall be maintained by the Committee.

Fire Clothing Specifications

Standard Sample

Upon award, the successful bidder shall furnish to the purchaser a standard sample of the garments to be supplied, for inspection and approval. All garments supplied thereafter shall be equal to or better than the standard sample with respect to all characteristics. The approval of the standard sample by the purchaser authorizes the commencement of production but shall not relieve the supplier of the responsibility for compliance with all provisions of this specification.

Requirements

The successful bidder shall furnish a certificate of compliance to the purchaser that the garments supplied meet the requirements of the Project FIRES Model Performance Criteria and OSHA Fire Brigade Standard (29 CFR 1910.156), latest official interpretation.

Sizes

The coats shall be supplied in numerical chest measurements in 2.0 inch increments. Standard coat length shall be normally 35 inch, adjusted by supplier for extremely short or tall fire fighters to completely cover hips and buttocks, but not extend below knees when kneeling. Sleeve length shall be available in 1.0 inch increments when required by fire fighters with extremely short or long arms.

The trousers shall be in numerical waist measurements in 2.0 inch increments and numerical inseam measurement in 2.0 inch increments. Trousers shall be available in short, medium and long crotch rise when required by fire fighters with extremely short or long torsos.

Measurement for all garments shall be done by manufacturer or manufacturer's representative.

Seams, Stitching and Thread

All seams and stitching shall be sewn in accordance with MIL-C-10750 and FED-STD-751. Aramid thread meeting the requirements of MIL-T-83193 shall be used.

Materials

Fabric used for the construction of each garment shall be from the same fabric lot. All fabric weights shall be reported as oz/yd^2 and shall be determined in accordance with FSTM 191-5041.

Outer shell fabric shall consist of 7.5 oz/yd^2 virgin 40/60% PBI^{TM}/Kelvar^{R} ripstop-weave fabric with a total thread count of not less than 75 or more than 100 threads/in^2, reinforced with not less than five nor more than seven warp yarn pattern repeats/inch, and not less than four nor more than six fill yard pattern repeats/inch, treated with water repellent finish.

Coat under-collar inter-lining, cuff inner-lining and cuff, and trouser cuff water dam shall consist of 3 oz/yd^2 aramid durably coated with flame resistant Neoprene^{R} such that the coated fabric weighs not less than 6 nor more than 8 oz/yd^2.

Coat moisture barrier shall consist of Goretex^{R} film durably laminated to water repellent treated 3 oz/yd^2 aramid.

Coat thermal barrier shall consist of 4.5 oz/yd^2 virgin aramid batting quilted in a 1.5 inch diamond pattern to 3 water repellent treated oz/yd^2 aramid facecloth.

Trouser night thermal barrier shall consist of 10 oz/yd^2 Sanforized FR-7A double-napped 100% cotton flannel.

Trouser moisture barrier facing shall consist of water repellent treated 3 oz/yd^2 aramid.

Trouser moisture barrier shall consist of Goretex film durably laminated to water repellent treated 3 oz/yd^2 aramid.

Winter liner shall consist of 9 oz/yd^2 aramid needle punch. If utilized, scrim shall be completely buried within the fabric.

Top-collar shall consist of 10 oz/yd^2 Sanforized ^{T}M FR-7A 100% cotton corduroy.

Reinforcing and Padding

Rivets and button/tacks shall be reinforced with cattlehide as specified herein.

Material used to reinforce shell shall be silicone treated flesh split suede cattlehide, of weight not less than 2.5 nor more than 4.5 oz, Type III Class 2 of Federal Specification KK-L-2204, except that shrinkage temperature shall be not less than 230 Degrees F and requirements for chloroform extract, ash content, chrome oxide and acidity shall not apply.

When specified by purchaser, material used to pad shoulders, elbows and knees shall be one layer of aramid needle-punch of weight not less than 6 or more than 10 oz/yd^2 coated on the outside with flame resistant neoprene of weight not less than 4 or more than 9 oz/yd^2. If scrim is utilized in needle-punch, it shall be completely concealed or oriented toward the coating.

Fasteners

Snap fasteners shall be MIL-F-10884, Style 2, 24 Line.

Hook/pile fasteners shall be 1.5 inch wide MIL-F-21840, Type II, Class 4.

Hook and dee fastener ensembles shall be custom Metal Crafters #701. Zipper can be substituted for hook and dee fastener.

Suspender button/tack ensembles shall be MIL-B-286, Type 1, Line 27 button and Type IX, Line 14 tack, Finish shall be nickel.

Waist tab buckles shall be Custom Metal Crafters #103.

Waist tab take-up strap shall be top-grain split cattlehide meeting the requirements of FED-KKL-2771.

Moisture barrier seam sealing tape shall be aramid Goreseam^{R}.

Protective Coat Construction

No raw edges shall exist on any uncoated fabrics.

Shell shall be constructed in accordance with MIL-C-10750, except as modified herein.

Collar shall be 4.0 inches high for its full length. Top-collar shall be corduroy fabric as specified herein. Under-collar shall be outer shell fabric as specified herein. Under-collar inter-lining shall consist of one layer of Neoprene coated aramid fabric as specified herein, sewn on the top collar at the edges and quilted with four rows of horizontal stitching evenly spaced between the upper and lower edges. Top-collar inter-lining shall consist of one layer of Goretex laminated aramid as specified herein sewn to the collar at the edges only and sewn and seam-sealed to the coat body moisture barrier. Orientation of the top-collar interlining shall be the same as the moisture barrier in the coat body and seam sealing shall be done on the Goretex film side. Closure tab construction shall consist of one layer of Goretex aramid fabric as specified herein sewn between two layers of outer shell material as specified herein by stitching around the edges only. Film side of goretex aramid fabric shall be oriented toward the outside when collar tab is fastened. A pile fastener strip as specified herein 4.0 inches in length shall be sewn to the collar outer shell only for the purpose of fastening collar, and a strip not less than 2.0 inches in length on the opposite side for purposes of stowage. A hook fastener strip as specified herein of not less than 2.0 inch length shall be sewn to the tab shell only. Hook and pile strips shall be affixed in such a manner that proper alignment of collar and tab occurs both with and without SCBA. A two by 1/4 inch hanger loop constructed of not less than four layers of outer shell fabric as specified herein shall be sewn into the coat collar seam, reinforced with a bar-tack, at the centre rear.

Storm flap shall be 6 inches wide and shall extend from the collar to immediately above the retro-reflective trim at the hem. Storm flap shall be fastened by means of hook and pile fastener strips as specified herein sewn vertically on the coat lapel extending from the top to the level of the last hook/dee ensemble and sewn to the storm flap. Hook and pile strips shall be properly aligned when hooks and dees are fastened. Four evenly spaced hook/dee fasteners as specified herein shall fasten lapels. Hooks and dees shall be affixed to the coat outer shell only. Storm flap shall be constructed of two pieces of outer shell fabric and one layer of Goretex aramid fabric as specified herein affixed such that film is oriented toward the outside when flap is fastened and is penetrated by stitching only at the edges. Storm flap shall entirely cover gap between line ensemble edges at lapels such that when fastened a continuous water resistant barrier exists. Storm flap shall be reinforced with bar tacks, as specified in MIL-C-10750, at both corners at points of strain where sewn to the outer shell. Four snap fastener ensembles as specified herein shall be set into the inside layer of each lapel for the purpose of fastening moisture/thermal barrier edges to coat.

The inside of the shell cuff shall be lined with Neoprene coated aramid as specified herein. Shell cuff lining shall extend between and be sewn into the shell cuff reinforcement and internal cuff seams. Two brass grommets shall be provided on each cuff for purposes of water drainage. A double wristlet system shall be provided. The outer wristlet shall be not less than 4.0 nor more than 6.0 inches in length and shall be constructed of Neoprene coated aramid as specified herein, oriented with the coating toward the outside and turned under and sewn around a 0.5 inch wide industrial grade natural rubber band such that no unfinished material is exposed and such that a firm but not uncomfortable seal is maintained with the wrist. An inner wristlet shall consist of a 2.25 inch diameter by 9.0 inch long 100% para-aramid knit wristlet. Wristlet shall be doubled and provided with a one inch diameter overstitched thumb-hole, then

turned inside out, such that no stitching is exposed. Both wristlets shall be double-sewn to the outer shell together, such that the outer wristlet is aligned with the coat cuff and covers the knit wristlet properly aligned for proper hand function. Two snap fasteners as specified herein shall be set into outer shell on opposing right and left sides, properly aligned for the purpose of affixing coat liners. When assembled, moisture and thermal barriers shall interface with wristlets such that no gap is present.

Retro-reflective trim shall consist of 3.0 inch wide fluorescent red-orange flame resistant Scotchlite 8487 tape. Trim shall be sewn such that a horizontal strip extends around the coat immediately above the hem, a vertical strip extends completely down the storm flap, a strip extends around each sleeve immediately above the cuff and two 25 inch vertical strips extend from the hem strip on the back to immediately above the cuff and two 25 inch vertical strips extend from the hem strip on the back to immediately below the shoulder, forming an evenly spaced "U".

Cargo pockets shall be constructed in accordance with MIL-C-1075 except as modified herein. Cargo pockets shall be 9 inches wide by 9 inches high. Pocket shall be "ballooned" in the bottom and rear only, 1.5 inch. Pocket shall be constructed of outer shell fabric as specified herein, reinforced at the bottom half in a "U" fashion with one 9.0 inch piece of shell fabric as specified herein, sewn at the bottom corners to prevent inversion. Pockets shall be affixed to the shell such that pocket bottom is directly aligned with the top of the trim. Pocket flaps shall be fastened with two hook/pile fastener strips of 3.0 inch length sewn to the pocket flaps not more than 0.25 inch from the side and lower edges. Fastener tape and flap shall be oriented such that proper alignment occurs when pockets are empty and/or full. Pockets shall each have two brass drainage eyelets through both layers at the bottom corners. All points of strain shall be reinforced with bar tacks constructed in accordance with MIL-C-1075.

Include radio pocket that does not interfere with S.C.B.A. Straps - specify recommended location. The City uses both Scott & Surviveair type equipment. Actual location to be approved by the Fire Chief.

Include microphone clip that does not interfere with S.C.B.A. straps - specify recommended location. Actual location to be specified by Fire Chief.

Reinforcement

5.0 Inch wide shoulder reinforcement constructed of cattlehide as specified herein shall be sewn to the outer shell on the outside, covering the shoulder from collar to sleeve on both shoulders.

Moisture and thermal barrier ensemble shall consist of two layers sewn together. Goretex fabric shall be on the outside with the film orientated toward the inside. Four female snap ensembles as specified herein shall be evenly affixed to each lapel and two female snaps shall be affixed to each cuff on opposing right and left sides such that ensemble may be properly fastened to shell and winter liner. Moisture barrier/thermal barrier ensemble shall be sewn to the coat shell for the length of junction with the collar liner such that a water-resistant interface, of design approved by W.L. Gore, results and no ensemble seams are exposed.

Winter liner shall consist of waist-length sleeveless vest. Fabric edges shall be surged. Three male/female snap ensembles, for the purpose of fastening the liner to the coat next to the body, shall be set into each lapel such that they mate evenly between shell and moisture barrier/thermal liner ensemble snaps.

Labels

Labels shall be constructed of 100% cotton.

Label shall be durably affixed to inside of outer shell stating the following information.

WARNING

THIS PROTECTIVE COAT MEETS THE REQUIREMENTS OF THE OSHA FIRE BRIGADE STANDARD AND THE PROJECT FIRES MODEL PERFORMANCE CRITERIA. OUTER SHELL, MOISTURE BARRIER AND THERMAL BARRIERS MUST BE IN PLACE AND ALL CLOSURES MUST BE FASTENED WHEN IN USE. DO NOT KEEP IN DIRECT CONTACT WITH FLAMES. DO NO USE FOR APPROACH, PROXIMITY OR FIRE ENTRY APPLICATIONS OR FOR PROTECTION FROM CHEMICAL, RADIOLOGICAL OR BIOLOGICAL AGENTS. VEST LINER MAY BE ATTACHED AS REQUIRED FOR COLD WEATHER. KEEP GARMENT CLEAN -- SOILING WILL REDUCE PROTECTIVE QUALITIES. MAINTAIN IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN SERIOUS INJURY OR DEATH.

Manufacturer's name
Manufacturer's address
Manufacturer's serial number
Size
Machine washing and drying instructions
Fibre content.

DO NOT REMOVE THIS LABEL

Protective Trousers Construction

No raw edges shall exist on any fabrics.

Shell shall be constructed of equivalent design to MIL-T-3901 except as modified herein.

Fly closure strap ensemble shall be deleted. Left fly flap shall be constructed of an outer layer of outer shell fabric and inner layer of Goretex aramid fabric as specified herein. Inner layer shall be oriented with the film toward the outside and shall not be sewn through except at the edges. Fly flap and crotch shall be reinforced at lower corners at points of stress with bar tacks constructed in accordance with MIL-T-3901. Fly flap shall be fastened with hook/dee assembly as specified herein. Dee shall be affixed to the outside of the storm flap. A hook and pile fastener strip as specified herein of the same length shall be sewn to the right and left fly such that proper alignment occurs when the snap and dee is fastened.

Trim shall consist of 3.0 inch wide fluorescent red-orange flame resistant Scotchlite 8487 tape. Trim shall be sewn to the shell such that a strip extends around each trouser leg between the

hem and the knee.

One tightening ensemble as specified herein shall be affixed to the outside of the trouser waist band on each side immediately above the hip. Each shall consist of two leather straps as specified herein, each riveted to the waist-band, and one buckle as specified herein.

No pockets on pants.

Reinforcement

Knee pads constructed of cattlehide as specified herein, the width of the front shell piece and 10 inches high shall be sewn to the outside of the shell such that knees are completely covered when wearer is kneeling.

Moisture barrier shall be of equivalent construction to MIL-T-3901, except as modified herein. Moisture barrier composite shall consist of two layers, with Goretex/aramid on the outside, with film oriented toward the inside, faced on the inside with uncoated 3.0 oz/yd^2 aramid. Moisture barrier shall be sewn into the trouser shell for the length of junctions with the waist band lining, the right and left fly and the cuffs. Six female snap-fasteners shall be affixed to the outer shell inner waist band, for the purpose of attaching thermal barrier. Two female snap fasteners as specified herein shall be affixed to shell and moisture barrier at the cuff, on right and left opposing sides properly aligned for the purpose of fastening of thermal barrier.

Cuff shall have an 8.0 inch water dam consisting of Neoprene coated aramid ripstop as specified herein, with a 0.25 inch diameter natural rubber surgical tubing cuff sewn into the hem such that a water resistant interface occurs with the boot. Dam shall be sewn into seam joining outer shell and moisture barrier.

Thermal barrier shall be of equivalent construction to MIL-T-3901 except as modified herein. Six male snap fasteners as specified herein shall be affixed to the thermal barrier waist band for the purpose of attachment to shell. Two male snap fasteners as specified herein shall be affixed to thermal barrier at the cuff, on the right and left opposing sides properly aligned for the purpose of fastening to shell.

Labels shall be constructed of 100% cotton.

Labels shall be durably affixed to inside of facecloth and thermal barrier stating the following information:

WARNING

THIS PROTECTIVE TROUSER MEETS THE REQUIREMENTS OF THE OSHA FIRE BRIGADE STANDARD AND THE PROJECT FIRES MODEL PERFORMANCE CRITERIA, WHEN WORN WITH THERMAL BARRIER OR PROTECTIVE UNIFORM PANT, MEETING PROJECT FIRES MODEL PERFORMANCE CRITERIA FOR THERMAL BARRIER. ALL CLOSURES MUST BE FASTENED WHEN IN USE. DO NOT KEEP IN DIRECT CONTACT WITH FLAMES. DO NO USE FOR APPROACH, PROXIMITY OR FIRE ENTRY APPLICATIONS OR FOR PROTECTION FROM CHEMICAL, RADIOLOGICAL OR BIOLOGICAL AGENTS. KEEP GARMENT CLEAN -- SOILING WILL REDUCE PROTECTIVE QUALITIES. MAINTAIN IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN SERIOUS INJURY OR DEATH.

Manufacturer's name
Manufacturer's address
Manufacturer's serial number
Size
Machine washing and drying instructions
Fibre content.

DO NOT REMOVE THIS LABEL

Protective Uniform Pant

Scope:

This specification applies to protective uniform pant to be worn for station wear and for structural fire fighting as thermal barriers with Project FIRES Synergistic Protective Clothing System protective trousers.

Applicable Documents:

The following documents of the issue in effect on date of invitation for bid form a part of this specification to the extent specified herein.

Regulations

29 CRF 1910.156	Occupational Safety and Health Standards: Fire Brigades.

Standards

FED-STD-191	Textile Test Methods
FED-STD-751	Stitches, Seams, and Stitchings

Specifications

MIL-C-43774	Cloth, Aramid, Plain or Rip-Stop Weave
MIL-C-24915	Cloth, Denim, Cotton, Flame Resistant Treated
MIL-T-83193	Thread, Aramid, spun
MIL-T-41834	Trousers, Men's Polyester/Cotton
FED-V-F-106	Fasteners, Slide, Interlocking

Applicable Standards

All fabric utilized in the construction of protective uniform pants supplied shall meet all protective requirements for thermal barriers of the Project Fires Model Performance Criteria and OSHA Fire Brigade Standard, latest official interpretation.

All accessory materials utilized in the construction of protective uniform trousers shall meet the requirements of the Project FIRES Model Performance Criteria and the OSHA Fire Brigade Standard, latest official interpretation.

The successful bidder shall furnish a certificate of compliance that the garment supplied meet all requirements specified herein.

Standard Sample

The successful bidder shall furnish to the purchaser, a standard sample of the garments to be supplied, for inspection and approval. All garments supplied thereafter shall be equal to or better than the standard sample with respect to all characteristics. The approval of the standard sample by the purchaser authorizes the commencement of production but shall not relieve the supplier of the responsibility for compliance with all provisions of this specification.

Sizes

The trousers shall be furnished in numerical waist measurements in 1.0 inch increments and numerical inseam measurements in 1.0 inch increments.

Seams, Stitching and Thread

All seams and stitching shall be sewn in accordance with MIL-T-41834 and FED-STD-751. Aramid thread meeting the requirements of MIL-T-83193 shall be used.

Materials

All fabric used for the construction of each garment shall be from the same fabric lot. All fabric weights shall be reported as oz/yd^2 and shall be determined in accordance with FSTM-191-5041.

Trouser fabric shall meet the requirements of MIL-C-24915, with the exception of FSTM-191-5903 char length and after flame, which shall be not more than 4.0 inches or more than 2.0 seconds, respectively.

Pocket fabric shall be 3.0 oz/yd^2 aramid meeting the requirements of MIL-C-43774.

Zippers shall be brass with aramid tape, meeting all applicable requirements of FED-V-F-106.

Construction

Trousers. Construction shall be as specified by MIL-T-41834, Class IV, except as modified herein.

Labeling

Labels shall be durably affixed to inside of garment stating the following information:

WARNING

THIS PROTECTIVE UNIFORM PANT MEETS THE THERMAL BARRIER REQUIREMENTS OF THE PROJECT FIRES MODEL PERFORMANCE CRITERIA AND THE OSHA FIRE BRIGADE STANDARD (29 cfr 1910.156). PANT MUST BE WORN WITH PROJECT FIRES PROTECTIVE TROUSERS -- DO NOT WEAR ALONE FOR STRUCTURAL FIRE FIGHTING. KEEP GARMENT CLEAN -- SOILING WILL REDUCE PROTECTIVE QUALITIES -- DO NOT BLEACH. MAINTAIN ONLY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN SERIOUS INJURY OR DEATH.

Manufacturer's name
Manufacturer's address
Manufacturer's serial number
Size
Machine washing and drying instructions
Fibre content.

DO NOT REMOVE THIS LABEL

Peterborough Professional Fire

Fighters Association Local 519 - Contract Administration

Reproduced from a Memo from Brian Horton, Manager of Financial Services addressed to Mr. Lee Grant of Local 519 - Dated July 21, 1986.

"On December 5, 1985, Ron Chittick, Murray Hynes and myself met with you and other members of your executive to discuss the attached October 17, 1985, report I had prepared concerning several questions which had been raised concerning the established method used to calculate vacation payout upon termination and established methods used to calculate necessary adjustments subsequent to reclassification for Fire Fighters.

The October 17th report examined several alternate methods which could be used for various payout and reclassification calculations in addition to the current methods used by the Finance Department. It also provided arguments for and against each alternative and included Finance's recommended procedure which, we believed, would have provided the most accurate results, but which would have required much more administrative effort from the Fire and Finance staff.

Fortunately, we all agreed that the calculations for such pay-outs would be greatly simplified if we could agree on simple methods, based on averages, applied consistently to every situation.

It was acknowledged that individual calculations under such procedures, could be proven inaccurate in specific instances, but that no deviation to the agreed-upon procedure would be made.

We then reviewed each of the areas covered in the October 17th report and agreed to the standard approaches to use. The attached report outlines the procedures we agreed to implement.

I would ask that you review the report with other members of your executive, and let me know if you agree with the procedures as stated. We will implement these procedures as soon as you confirm that you agree with them.

Calculations of Regular Earnings to Date at Termination or Promotion Date

Recommended Procedure:

It is to be assumed the Fire pay dates fall on Thursdays.

The regular earnings for the Fire Fighter's last bi-weekly pay cheque will equal the number of shifts worked beginning the Friday following the last Thursday pay date to the termination date multiplied by (the Fire Fighter's annual salary, as of termination date, divided by 182). Fire staff will have to let Finance staff know the number of shifts worked.

Calculation of a Fire Fighter's Bi-Weekly Pay Following a Promotion
Recommended Procedure:

All promotions will be scheduled to take effect on the Friday following a Thursday pay date. At the next pay date, the promoted Fire Fighter will receive a normal bi-weekly pay calculated by dividing the new annual salary by 26.

Calculation of a New Employee's First Bi-Weekly Pay Amount

Recommended Procedure:

When an employee is hired and undertakes the training program, the first bi-weekly pay amount will be calculated by multiplying the number of days worked from the starting date to the next regular Thursday pay date times one-tenth of his/her bi-weekly amount. All subsequent pays, including the first pay after the employee joins a platoon, will equal his/her regular bi-weekly amount.

Calculation of Vacation Pay-Out for Current Year's Entitlement at Termination

Recommended Procedure:

Upon termination, effective after July 1, current year, the vacation payout will be calculated as follows:

1. Regular annual salary in effect at termination date (Bi-weekly rate X 26) X 2% per week of current year's entitlement

2. Plus regular annual salary in effect at termination date (bi-weekly rate X 26) X 2% per week or the following year's entitlement earned to termination date. The following year's entitlement earned to termination date will be calculated at the rate of 1/24 of the year's total weekly entitlement for every completed one half calendar month of service after July 1.

3. Less equivalent of current year's vacation already taken at termination date (Current year's regular salary (bi-weekly rate X 26) X 2% per week taken.

Upon termination, effective prior to July 1, current year, the vacation payout will be calculated as follows:

1. (Current regular annual salary in effect at termination date (bi-weekly rate X 26) X 2% per week of entitlement earned as of termination date). The number of weeks entitlement earned as of termination date will be calculated as follows: Total current year's entitlement, in weeks, X 1/24 for every completed one-half month worked since June 30 previous year to termination date.

2. Less equivalent of current year's vacation already taken at termination date (Current year's regular salary (bi-weekly rate X 26) x 2% per week taken.

Note that it might be possible for a terminating Fire Fighter to owe the Corporation vacation pay upon retirement if all the current year's entitlement has been taken prior to June 30, and the Fire Fighter retires prior to June 30th.

Calculation of Vacation Pay-Out from the Previous Year Carried Forward and Unused at Termination Date

Recommended Procedure:

Upon termination, any unused previous year's vacation entitlement will be calculated by multiplying the fire fighter's annual regular salary which was in effect at December 31, previous year, times (2% X each week of unused, previous year, vacation entitlement).

Retro Active Pay Calculations

Recommended Procedures:

The Fire Fighter's first bi-weekly pay in any year is in no way related to the number of days worked during the previous ten-day or fourteen-day period. The first bi-weekly pay for a Fire Fighter represents the first unit of pay for the Fire Fighter and is 100% attributable to the current year's earnings. Thus the entire amount of the first pay in any year will be subject to any retro active pay calculations for the current year.

Retirement Agreements

Recommended Procedure:

The Fire Fighters will deal with the Personnel Director when negotiating settlements for terminating Fire Fighters, and it will be the Personnel Director's responsibility to keep Finance staff informed of any special arrangements which are contrary to the procedures established and agreed to as noted above.

Communication Channels to be Followed When Concerns Arise about Administering the Fire Contract
Recommended Procedure:

The Fire Fighters will deal with the Personnel Director when any concerns arise about the administering of the Fire Fighter's contract, and Mr. Hynes will then report those concerns to Mr. Chittick.