COLLECTIVE AGREEMENT

THE CORPORATION OF THE CITY OF QUINTE WEST

And

THE QUINTE WEST PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 1328

January 1, 2024 – December 31, 2026

Ratified: April 17, 2024

COLLECTIVE AGREEMENT

This Agreement made this 25th day of June, 2024.

BETWEEN:

The Corporation of the City of Quinte West

(Hereinafter called "the Employer")

OF THE FIRST PART

and

Quinte West Professional Fire Fighters Association

Local 1328

(Hereinafter called “the Employees”)

OF THE SECOND PART

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ARTICLE 1 – GENERAL PURPOSE

The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the Employees who are subject to the provisions of this Agreement so that there will not be any interference with the operation of the services rendered by the Quinte West Fire and Emergency Service to the public.

ARTICLE 2 – SCOPE OF AGREEMENT

(a) The provisions of this Agreement shall apply to the full-time Firefighters of the Quinte West Fire and Emergency Service as defined by the Fire Protection and Prevention Act, save and except the Fire Chief, Deputy Fire Chief and Executive Assistant.

(b) A new member of the Service shall be deemed a Fourth Class Firefighter and on probation and not permanent for the first twelve (12) months of employment.

ARTICLE 3 – RECOGNITION

(a) The Employer recognizes the Employees' Committee duly elected as the exclusive bargaining agent for all the Employees of the Quinte West Fire and Emergency Service as outlined in Article 2.

(b) Where the Employer and another union representing the City Employees enter into a legal proceeding (including a grievance or negotiations) where the outcome may affect the Association, the Employer shall give the Association prompt notice of such proceeding.

ARTICLE 4 – HOURS OF WORK

(a) Full-time employees in the suppression division shall be required to work not more than forty-two (42) hours per week, on the average, over a four week cycle. In accordance with Part IX, Section 43 (1) (a) of the Fire Protection and Prevention Act, a shift will be considered as a ten (10) hour day or a fourteen (14) hour night. Shifts will be worked consecutively as a twenty-four (24) hour block beginning at 0800 hours, on a four (4) platoon system as set out in the following schedule:

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	24			24			
Week 2					24		24
Week 3			24			24	
Week 4		24					

i) Employees shall work no more than a maximum of thirty-eight (38) consecutive hours and shall then have no less than twenty-four (24) hours off duty prior to returning to duty. During week two of the schedule, Employees may work a maximum of 4 hours before or past their shift.

ii) Training for off-duty members of the Association shall be scheduled for any day except Saturday and, in accordance with the Fire Protection and Prevention Act, attendance shall be voluntary.

iii) For the purpose of calculating time for vacations, paid public holidays, sick leave, leave for association business and bereavement, each twenty-four (24) hour block shall be assigned a value of one (1) credit and each shift of a 24 hour block (i.e. 10 hour day/14 hour night) shall be assigned a value of one-half (½) credit. A vacation week shall equal four (4) shifts/two (2) credits. Vacation credits shall be booked using no less than one (1) credit at a time. All other time off may be booked using no less than one-half (½) credit.

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

(b) Nothing herein contained shall prevent the Fire Chief, the Deputy Fire Chief or, in their absence, the Officer in Charge, from granting the request of any two Firefighters to change shifts or days off.

(c) Firefighters assigned to work in the Fire Prevention Division shall work a thirty six (36) hour work week based on the following:

i) Monday to Thursday, nine (9) hours per day, 0800 hours to 1700 hours, on a rotating two (2) week basis; and

ii) Tuesday to Friday, nine (9) hours per day, 0800 hours to 1700 hours, on a two (2) week rotating basis;

iii) For the purpose of calculating time for vacations, paid public holidays, sick leave, leave for association business and bereavement, each nine (9) hour shift shall be assigned a value of one-half (½) credit. A vacation week shall equal four (4) shifts/ two (2) credits. All time off may be booked using no less than one-half (½) credit.

(d) i) Any Employee covered under the terms of this Agreement who is asked to work overtime on a voluntary basis shall be paid at the rate of time and one-half (1½) of their current straight time rate of pay, for a minimum of four (4) hours plus the rate of time and one-half (1½) of current straight time rate of pay for all additional overtime hours or part thereof.

ii) Subject to Articles 11 (b) and 18, overtime shall mean any approved work performed outside of the normal scheduled hours of work.

ARTICLE 5 – BANKED TIME

(a) All Employees shall have the option to bank:

i) Any time worked on an overtime basis.

ii) Learning time that falls on regular days off or outside regular work hours.

Overtime will be banked at the rate of time and one-half (1½). All other time shall be banked at straight time.

(b) If an Employee draws time from their bank, those hours will be deducted:

i) On an hour per hour basis for employees working straight days.

ii) As ten (10) hours for a day shift and as fourteen (14) hours for a night shift as defined in Part IX, section 43 (1)(a) of the Fire Protection and Prevention Act.

(c) The Association agrees that at least twenty-four (24) hours' notice shall be given to the Fire Chief, Deputy Fire Chief, or; in their absence, the Senior Officer (as applicable) before any banked time is used. Approval for the drawing of banked time shall not be unreasonably withheld.

(d) Fire Prevention Division - The bank shall not exceed thirty six (36) hours. Any overtime hours worked in excess of thirty six (36) banked hours shall be paid. The bank is refillable.

Fire Suppression Division – The bank shall not exceed sixty (60) hours. Any overtime hours worked in excess of sixty (60) banked hours shall be paid. The bank is refillable.

(e) An Employee will be permitted to use their banked time up to and including the 31st day of December of the calendar year in which it was banked. Any time remaining that is not used shall be paid out on the first scheduled pay deposit in January.

(f) An Employee may; upon fourteen (14) days' notice, convert their banked time or any part thereof into payment.

ARTICLE 6 – VACATIONS

(a) New Employees starting after January 1st in any year shall be entitled to one-half (½) vacation credit for each month of service from the original date of their appointment to a maximum four (4) credits.

(b) All Employees, upon completion of one (1) year of service shall be entitled to four (4) vacation credits with full salary; and

All Employees, upon completion of three (3) years' service shall be entitled to six (6) vacation credits with full salary; and

All Employees, upon completion of ten (10) years' service shall be entitled to eight (8) vacation credits with full salary; and

All Employees, upon completion of seventeen (17) years' service shall be entitled to ten (10) vacation credits with full salary.

All Employees upon completion of twenty-five (25) years' service shall be entitled to thirteen (13) vacation credits with full salary. Up to three (3) of these credits can be taken in one-half (½) credit increments.

All Employees upon completion of thirty (30) years' service shall be entitled to fourteen (14) vacation credits with full salary. Up to three (3) of these credits can be taken in one-half (½) credit increments.

(c) Vacations shall be arranged as mutually agreed by the Fire Chief or the Deputy Fire Chief and the Employee. The Employee shall

provide the Fire Chief or the Deputy Fire Chief with two (2) weeks' notice unless otherwise mutually agreed upon.

Approval by the Fire Chief or the Deputy Fire Chief shall not be unreasonably withheld.

(d) The Parties hereto agree that the annual vacation will be classified as two (2) weeks / four (4) vacation credits and any additional vacation will be classified as service vacation.

(e) If any Employee is injured or incapacitated due to a WSIB, Short Term or Long Term Disability before the commencement of vacation and such injury or illness continues into any portion of the vacation, the member shall have the option to:

i) Receive vacation pay at the rate of 1/182 of annual salary for each one-half (½) vacation credit based on the understanding that one (1) vacation week equals four (4) shifts / two (2) vacation credits or;

ii) The member shall be reassigned vacation at a later date through the mutual consent of the member and the Fire Chief. Consent shall not be unreasonably withheld.

(f) The vacation year shall run from January 1st of one year until December 31st of the same year. It is expected that all vacations should be taken prior to December 31st within each vacation year. Employees; however, may carry forward two (2) vacation credits to the next vacation year provided they have requested a carry-over of vacation from the Fire Chief or the Deputy Fire Chief by November 30th of the current year, and the request has been approved in writing. Approval shall not be unreasonably withheld.

ARTICLE 7 – PAID/PUBLIC HOLIDAYS

(a) Each Employee shall receive fourteen (14) Paid/Public Holidays each year as specified in this article.

(b) The Paid/Public Holidays are as follows:

New Year's Day	Thanksgiving Day
Family Day	Labour Day
Good Friday	Truth and Reconciliation Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	½ Day before Christmas
	½ Day before New Year's

(c) Firefighters assigned to the Fire Prevention Division shall receive fourteen (14) Paid/Public holidays each year.

Two (2) of these fourteen (14) holidays, namely Easter Monday and Remembrance Day will be retained as floating shifts (one-half (½) credits) off.

The floating shifts (one-half (½) credits) off will be used for time off duty as outlined in Subsection (d) below.

The remaining twelve (12) Paid/Public holidays will be taken as time off duty on the shift that the paid holiday falls.

If at any time a Fire Prevention Officer is asked to work any of the twelve (12) Paid/Public holidays that they are scheduled to be off duty, they will be paid overtime at the rate stipulated in Article 4 (d).

In addition, every employee who is required to work on a Paid/Public Holiday or declared Holiday shall be paid an additional one-half times (½ x) their regular hourly rate for all hours worked on the Paid/Public or declared Holiday.

When a Paid/Public Holiday falls on a shift that is not ordinarily a regularly scheduled working shift for an employee, or on the employee's paid time off, the employee is entitled to a floating shift (one-half (½) credit) in lieu of the Paid/Public Holiday.

Each floating shift (one-half (½) credit) shall be taken as a shift off duty, with no deduction in pay. The floating shift (one-half (½) credit) will be granted upon mutual agreement between the employee and the Fire Chief or the Deputy Fire Chief. The Association agrees to provide at least twenty-four (24) hours' notice to the Fire Chief or Deputy Fire Chief; after consultation with the Senior Fire Prevention Officer or, in their absence, the Officer in Charge before the floating shift (one-half (½) credit) is used. Shifts (credits) still owing after December 1 in each year shall be paid on the last scheduled pay deposit in December.

(d) Each Suppression Employee shall receive three (3) credits off each year with no deduction in pay in lieu of Paid/Public Holidays.

The three (3) credits can be taken in one-half (½) credit increments. Each one-half (½) credit off shall be deemed as a floating shift off duty. Each floating shift (one-half (½) credit) shall be granted anytime during a one (1) year period at the discretion of the Employee; (the one year period to run from January 1st through

December 31st). The Employee shall be responsible for arranging for a replacement for any floating shift off duty. The replacement shall be communicated to the Fire Chief or the Deputy Fire Chief for approval.

The Association agrees that at least twenty-four (24) hours' notice be given to the Fire Chief, the Deputy Fire Chief or in their absence the Officer in Charge, before the floating shift (one-half (½) credit) is used. The Association further agrees that the floating shift (one-half (½) credit) shall not be used for off-duty time during Christmas Day or New Year's Day.

The floating shift (one-half (½) credit) off duty shall not be denied by the Employer until all avenues of replacement have been exhausted (e.g. replacement by overtime) and the Employer's consent shall not be unreasonably withheld.

The Association acknowledges the necessity of the Employer having not less than two (2) Employees for each of the four (4) platoons required by the Quinte West Fire and Emergency Service.

This Clause shall in no way restrict the Employer from allowing more than one Employee to be off duty at the same time.

(e) Each Suppression Employee shall also be entitled to eight (8) of the fourteen (14) Paid/Public Holidays as pay during each year in lieu of Paid/Public and Declared Holidays.

Each day of Paid/Public and Declared Holiday pay shall be computed and fixed at 1/182nd of the Employee's annual remuneration and shall be paid on the first scheduled pay deposit in December.

In addition, every Employee who is required to work on a Paid/Public or Declared Holiday shall be paid an additional one-half times (½ x) the hourly rate for all hours worked on the Paid/Public or Declared Holiday.

(f) If at any time the Mayor or the City Council declares or designates a Special or Civic Holiday(s), other than that which is specified in this Agreement, each Employee shall be entitled to an extra shift (one-half (1/2) credit) pay in lieu of the Special or Civic Holiday(s) and shall be computed and fixed at 1/182nd of the Employee's annual remuneration.

Firefighters assigned to the Fire Prevention Division shall be entitled

to a floating shift (one-half (½) credit) off in lieu of the Special or Civic Holiday(s). A Special or Civic Holiday is deemed to be a Paid/Public Holiday for the purposes of applying Article 7.

(g) Each employee shall receive an additional half (½) credit to the total number of floating shifts off as identified in subsections (c) and (d). The total number of floating shifts off are as follows:

i) One and one-half (1.5) credits for each Firefighter assigned to the Fire Prevention Division.

ii) Three and one half (3.5) credits for each Suppression Employee.

ARTICLE 8 – CHANGE OF INSURANCE CARRIER

The insurance carrier(s) for any benefit(s) may be changed by the Employer provided that benefits are equal to or greater than the current benefits. The Association shall have the right to review and comment on the proposed change prior to implementation.

ARTICLE 9 – BENEFITS

(a) The Employer agrees to pay one hundred percent (100%) of the premiums necessary to enroll each full-time member of the Quinte West Fire and Emergency Service in the following benefits plans:

i) Life Insurance Benefit equal to two times (2x) their salary.

ii) Accidental Death and Dismemberment Benefit equal to two times (2x) their salary with the definition of “accidental death” to include line of duty death due to occupational disease, whether or not the death occurs during or following active employment, as determined under the Workplace Safety and Insurance Board. There shall be no duplication of entitlement under the existing AD&D coverage.

iii) Medical Plan which will provide for single or family coverage as outlined in the Employees Insurance Benefit Booklet (prescribed drugs benefit, health insurance benefits etc.); including Professional Services Benefit equal to $800.00 per service per calendar year. The drug plan will include a generic drug substitution unless no generic drugs are available or the physician directs that a generic substitute is not allowed by writing "no substitution" on the prescription.

iv) Vision Care Plan which will provide for single or family coverage equal to four hundred and fifty dollars ($450.00) per each consecutive twenty-four (24) month period per person. The employer shall pay one hundred and twenty five dollars ($125.00) towards the cost of any eye examination for single or family coverage every twenty-four (24) months.

v) Dental Plan which will provide for single or family coverage as outlined in the Employees Insurance Benefit Booklet including orthodontics, 50% co-insured, $3500.00 life time maximum per person. Effective January 1, 2022, a Major Restorative Dental Plan in the amount of 50% co-insured, with an annual maximum of $2,000.00.

vi) The Employer shall maintain a Long Term Disability Income Benefit at seventy percent (70%) of the Employee's base monthly salary. The benefit shall be limited to eighty-five percent (85%) of the gross monthly income; determined at the beginning of the disability.

vii) Mental health plan which will provide for single or family coverage equal to $3500.00 per calendar year for services provided by a Psychologist, Social Worker, Master of Social Work, Clinical Counsellor, Marriage and Family Therapist, Psychoanalyst, or Psychotherapist. This plan will not in any way affect the benefit provided in Article 9 (a) (iii).

(b) Retiree Benefits

The provisions of Article 9 (a) (iii) and Article 9 (a) (iv) above shall continue at the Employer's cost for Firefighters who retire on or after December 13, 1985 when they reach the age of sixty (60) or more years, or reach the age of fifty (50) and have thirty (30) years or more of service, or take the Factor 85 option. This coverage shall cease for the Firefighter when Government (Federal or Provincial) subsidy is available or pays for such coverage.

The provision of Article 9 (a) (v) above shall continue at the Employer's cost for Firefighters who retire on or after December 1, 2017 when they reach the age of sixty (60) or more years, or reach the age of fifty (50) and have thirty (30) years or more of service, or take the Factor 85 option. This coverage shall cease for the Firefighter when Government (Federal or Provincial) subsidy is available or pays for such coverage. In all cases Firefighters shall cease receiving this dental benefit at age 65.

The Employer shall provide to the Association a copy of the portions that relate to the Firefighters of the current master insurance contract between the City and the Insurer(s) that provides the benefits described in paragraph (i) above, once the Employer is in receipt of same.

(c) Spousal and Dependent Benefits – Line of Duty Death (LODD)

In the event of a Firefighter's death in the line of duty or a work related illness, as recognized by WSIB, a spouse, common-law spouse or where there is no spouse, dependent children under the age of twenty-one (21) or twenty-five (25) if enrolled and attending an educational institution will continue to receive the Firefighters benefits as set out in the provisions of Article 9 above.

These benefits would continue until the earliest of:

i) The date at which the Firefighter would have reached normal retirement age, at which time the benefit package for retired members would commence and continue in the same manner as with all retired members.

ii) The remarriage of the surviving spouse.

iii) If no spouse is alive, the date at which each dependent child reaches the age of twenty-one (21) or twenty-five (25) if enrolled and attending an educational institution.

ARTICLE 10 – ACCIDENT AND SICKNESS

(a) Employees who are absent from work as a result of an accident incurred during the course of employment shall be provided with free hospitalization and medical care (in accordance with Article 9) and full salary for a period not to exceed twelve (12) months. The Workplace Safety and Insurance Board (WSIB) shall determine whether or not the accident is compensable. If required, the WSIB benefits shall be assigned by the Employee to the Corporation.

(b) Employees shall report their illness to the on-duty Officer in Charge within two (2) hours of the time to report for duty, if reasonably possible.

(c) The Employer shall contribute one hundred percent (100%) of the cost of a self-insured Short Term Sick Leave Plan on the basis of the following:

(d) Sick leave means the period of time an Employee is permitted to be absent from work by virtue of being sick, disabled or because an accident for which compensation is NOT payable under the Workplace Safety and Insurance Board (WSIB).

Short term disability (STD) benefits will commence on the first shift of disability due to accident or hospitalization and third shift of illness payable as follows:

Length of Service and Seniority	**100% of Salary**	**66 2/3% of Salary**
0 to 3 months	0 weeks	17 weeks
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

(e) Each year, every full-time Employee shall receive four (4) non-cumulative sick leave credits which may be taken during the year to cover short term disability leave not compensated under sub-paragraph (c) above. No medical certificate is required when Employees utilize any of the four (4) non-cumulative sick leave credits. Non-cumulative sick leave credits can be taken in one-half (½) credit increments.

Any Employee who is required to attend to the illness, injury or medical emergency or urgent matter of a member of their or their spouse's immediate family (defined as a spouse, common-law spouse, son, daughter, father, mother, brother, sister, grandparents and grandchildren including step or foster relative of the employee who is dependent on the employee for care or assistance) shall be permitted to use up to a maximum of one (1) non-cumulative sick leave credits for this purpose.

(f) On a written Order or Certificate from a duly recognized health professional, an Employee may remain off duty and this in no way shall entail said Employee to provide a person to work in their place. A written Order or Certificate from a duly recognized health professional, stating that the Employee is unable to perform their duties, and indicating the general nature and probable duration of the illness, and any restrictions applicable to the Employee's return to work, shall be required for any absence of more than three (3) consecutive working shifts. If any cost is incurred to the Employee as a result of obtaining the Certificate, the City will reimburse the Employee for said cost. Failure to provide the required Certificate within six (6) working shifts of the date of the disability will result in the uncertified shifts of absence being charged as leave without pay. In the case of prolonged absence due to illness or accident, an Employee shall submit such periodic reports respecting the Employee's condition as the Employer may require.

(g) In the case of prolonged or recurring absences, the Employer may, at its discretion, have the right to have an Employee examined by a qualified health professional mutually agreed to by the Employer and the Employee (both acting reasonably). An Employee attending a health professional examination outside the municipal boundaries of the City of Quinte West shall be reimbursed all reasonable expenses (mileage, parking, meals). The Employee shall submit their expense claim to the Fire Chief or the Deputy Fire Chief for authorization and submission to the Health, Safety and Employee Services Officer.

In the event an Employee is required to attend an examination by a health professional on a regularly scheduled shift off, the Employee shall be compensated by way of time-in-lieu on an hour for hour basis.

(h) Short term disability benefits are not payable when an Employee is absent:

- for any period of pregnancy or parental leave for which the Employee is entitled to be paid Employment Insurance Benefits;
- for any period of accident, hospitalization or illness that commenced while the Employee was not insured by the provisions of this Collective Agreement;
- for any intentionally self-inflicted injuries while sane or insane;

- for any compensable illness or injury pursuant to the provisions of the Workplace Safety and Insurance Act or the Worker's Compensation Act;

- war, service and armed forces, or participation in a criminal act.

(i) Successive absences from work due to the same non-occupational illness or accident shall be considered as being the same period of disability for the purpose of this article unless such absence from work is separated by seven (7) consecutive working shifts.

(j) The Employer agrees to provide to each Employee, a monthly summary of non-cumulative sick leave credits used. Employees on Short Term Disability will be provided with regular updates as to the status of their disability leave by the Employer's Health, Safety and Employee Services Officer.

(k) Ownership of Plan

The City of Quinte West is the owner of this STD Sick Leave Plan and as such has the right to make changes to the Plan. The Quinte West Professional Fire Fighter's Association shall have the right to review and comment on any proposed change(s) to the Plan prior to implementation. If any administration problems arise which would cause difficulties to either the City or the Association members, the parties agree to mutually review the Plan to resolve the problems identified, prior to the changes being implemented. Any changes implemented shall be equal to or greater than the current plan.

(l) Top Up of STD/LTD Plans

Every Employee that was a part of the Buy Out and Freezing of the Sick Leave Plan that was in effect on December 31, 1996 and who had been allowed to "Bank" their remaining Sick Leave Credits will be permitted to use the said credits for "Top Up" purposes. "Top Up" is to be on a pro-rata basis.

"Top Up" of Short Term Disability Benefits would be to one hundred percent (100%) of salary whereas "Top Up" of Long Term Disability Benefits would be to eight-five percent (85%) of salary.

ARTICLE 11 – CLASSIFICATIONS AND SALARIES

(a) The following Classifications leading up to First Class Firefighter shall apply to all Employees.

Fourth Class Firefighter	1st year
Third Class Firefighter	2nd year
Second Class Firefighter	3rd year
First Class Firefighter	4th year

(b) The salaries for the foregoing classification and Officers shall be as follows:

Salary Period	Jan 1/24	Jan 1/25	Jan 1/26
	3.25%	3.25%	3.00%
Firefighter			
1st Class 100%	$110,021	$113,597	$117,005
3%	$113,322	$117,005	$120,515
6%	$116,622	$120,413	$124,025
9%	$119,923	$123,821	$127,535
2nd Class 90%	$99,019	$102,237	$105,305
3rd Class 80%	$88,017	$90,878	$93,604
4th Class 70%	$77,015	$79,518	$81,904
	116%	117%	118%
Captain	$127,624	$132,908	$138,066
3%	$131,453	$136,895	$142,208
6%	$135,281	$140,882	$146,350
9%	$139,110	$144,870	$150,492
	116%	117%	118%
SFPO	$127,624	$132,908	$138,066
3%	$131,453	$136,895	$142,208
6%	$135,281	$140,882	$146,350
9%	$139,110	$144,870	$150,492
	109%	109%	109%
FPO	$119,923	$123,821	$127,535
3%	$123,521	$127,536	$131,361
6%	$127,118	$131,250	$135,187
9%	$130,716	$134,965	$139,013
2nd Class FPO	$108,921	$112,461	$115,835
3rd Class FPO	$97,919	$101,102	$104,134
4th Class FPO	$86,917	$89,742	$92,434

A 2nd, 3rd or 4th Class Firefighter who is assigned exclusively to the Fire Prevention Division shall in addition to their annual regular rate of pay, receive the difference between the annual regular rates of pay of a 1st Class Firefighter and a Fire Prevention Officer as outlined in subsection (b) above.

(c) New Classifications:

When the Employer creates a new position or classification within the bargaining unit, it shall meet with representatives of the Association to advise of the proposed wages and other terms and conditions of employment that are found in the collective agreement. If mutual agreement on such matters is not reached through discussion, the Employer shall be at liberty to implement the new position or classification and the Association shall be at liberty to refer any outstanding issues following the parties' discussions to arbitrations. The arbitrator shall determine any such outstanding issues having regard to the terms and conditions of employment of other positions in the bargaining unit.

i) During the absence of the Fire Chief and the Deputy Fire Chief, the Employer and the Association agree that a member of the Association at the rank of Captain or Senior Fire Prevention Officer shall assume all duties and responsibilities of the Fire Chief.

(d) Instruction Work

Notwithstanding Article 4 (c) and 18 of this Agreement, a full-time Firefighter or Firefighters, as the case may be, who conduct(s) a regularly scheduled training session shall be paid a total of .1886 percent of a 1st Class Firefighter salary per training session of no more than two (2) hours duration:

Instruction Work	**Jan 1/24**	**Jan 1/25**	**Jan 1/26**
	$207.50	$214.24	$220.67

i) If not already on duty their regular hourly rate for each hour or part thereof spent working at the training session.

Regular training shall be conducted by the on-duty shift; specialized training shall be conducted by those suitably trained in the relevant areas.

In accordance with the Fire Protection and Prevention Act, conducting such training sessions shall be voluntary for off-duty Fire Fighters.

(e) Pay for Acting Rank

Every Employee who is assigned to carry out the duties of a higher rank other than that for which they are normally classified shall receive the rate of pay for so long as they carry out these duties. In the case of Firefighters working as Fire Prevention Officers, such pay shall not be less than a full shift's pay.

(g) Recognition Pay

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

i) Upon an employee completing eight (8) years of service, an additional three percent (3%) of the Employee's salary; and

ii) Upon an Employee completing seventeen (17) years of service, an additional six percent (6%) of the Employee's salary; and

iii) Upon an Employee completing twenty-three (23) years of service, an additional nine percent (9%) of the Employee's salary.

Amounts paid under this Article, shall be added to the member's base salary as set out in Article 11 – Classifications and Salaries and will form part of the member's regular annual salary for the purpose of determining the hourly rate where the payment of an hourly rate is applicable under the Collective Agreement. Recognition Pay shall form part of the base salary and shall be paid bi-weekly with the Employee's regular pay and shall be used to determine an employee's pensionable earnings as defined by OMERS.

(h) The five (5) Firefighters in the fire suppression division with the least amount of seniority may be used as "floating staff" within the suppression division. These individuals, from time to time, may be reassigned to a different platoon to cover leave for training, annual vacation, short/long term disability, a pregnancy/parental leave or any other job protected leave as per the Employment Standards Act (ESA).

i) Notice of the reassignment shall be no less than one (1) calendar week prior to the commencement of the first shift of the assignment unless otherwise agreed upon by management and the employee. The assignment shall be for no less than a twenty-four (24) hour period.

ii) Floating staff shall be asked to float in order of least seniority to most seniority before reassignment is ordered by the Fire Chief or Deputy Fire Chief.

iv) Any training courses or vacation leave previously approved for "floating staff" shall be honoured.

ARTICLE 12 – PROMOTIONS

1. The Employer agrees that all promotion procedures will be based on the principles of equity and fairness, to ensure the equality of treatment and opportunity for all Employees.

2. Where a position becomes vacant or a new position or classification is created within the Quinte West Fire and Emergency Service (with the exception of the positions of Fire Chief or Deputy Fire Chief)**,** and Council authorizes the filling of the position, it shall be the exclusive right of "eligible" Association Members to apply for the said position. Eligibility for new positions or classifications shall be determined by the Fire Chief, after consultation with the Association, with the understanding that first consideration will be given to full-time Quinte West Fire and Emergency Service personnel.

3. A written notice that the Quinte West Fire and Emergency Service will be accepting full time Employee applications for a specified promotion or a new position or classification shall be posted a minimum twenty-eight (28) calendar days before the closure date for acceptance of applications. Said notice shall refer to the job description for the specified position. Said notice shall also list the dates of examinations and shall name the time and place where the examinations will take place.

4. The method of promoting a person to the position of Captain, Fire Prevention Officer or Senior Fire Prevention Officer in the Quinte West Fire and Emergency Service shall be in accordance with the following procedures herein stipulated:

(a) "Eligible" shall mean for promotion to Captain, the candidate shall be a First Class Firefighter with a minimum of five (5) years full-time experience with the Quinte West Fire and Emergency Service, shall be a graduate of the Company Officer Program or the NFPA 1021 Standard for Fire Officer Professional Qualifications II Program or shall be a graduate of the NFPA 1021 Standard for Fire Officer Professional Qualifications I Program or received

Grandfathering in Fire Officer 1 and be enrolled in the NFPA 1021 Standard for Fire Officer Professional Qualifications II Program and agree to attend an approved fire training program until complete.

(b) i) "Eligible" shall mean for promotion to Fire Prevention Officer, the candidate shall be a First Class Firefighter with a minimum of five (5) years full-time experience with the Quinte West Fire and Emergency Service, shall be a graduate of or enrolled in the NFPA 1031 Standard for Professional Qualifications for Fire Inspector and Plan Examiner I Standard for Professional Qualifications for Fire Inspector and NFPA 1033 Fire Investigator, and agree to attend an approved fire training program until complete. They shall also agree to enroll and certify in NFPA 1035 Standard on Fire and Life Safety Educator, Public Information Officer. Grandfathering for Fire Inspector 1 will be accepted as equivalencies.

ii) New employees hired directly into the Fire Prevention Office will maintain in the Prevention Department for a period of three (3) years from the date of hire without the option of transferring to suppression.

(c) "Eligible" shall mean for promotion to Senior Fire Prevention Officer, the candidate shall be a Fire Prevention Officer. If there is no Fire Prevention Officer who applies or if the Fire Prevention Officer is not qualified, the candidate shall be a First Class Firefighter, or higher rank. The candidate shall be a graduate of the Fire Prevention Officer Program or NFPA 1031 Fire Inspector and Plan Examiner I, NFPA 1033 Standard for Professional Qualifications for Fire Investigator as well as completed or be enrolled in the NFPA 1031 Standard for Professional Qualifications for Fire Inspector II and NFPA 1021 Standard for Fire Officer Professional Qualifications I and agree to attend an approved fire training program until complete. Grandfathering for Fire Inspector 1 and Fire Officer 1 will be accepted as equivalencies.

(d) With respect to a, b, and c above, if there is no candidate with at least five (5) years full-time experience with the Quinte West Fire and Emergency Service, then candidates with four years full-time service with the Quinte West Fire and Emergency Service and at least one year service (full-time or volunteer with any other fire service) will be considered eligible. If there is no candidate with at least four years full-time service with the Quinte West Fire and Emergency Service, then candidates with three years full-time service with the Quinte West Fire and Emergency Service and at least two years' service (full-time or volunteer with any other fire service) will be considered eligible.

Candidate shall have completed NFPA 1031 Standard for Professional Qualifications for Fire Inspector I and NFPA 1033 Standard for Professional Qualifications for Fire Investigator for the position of Senior Fire Prevention Officer.

Candidates shall have completed NFPA 1021 Standard for Fire Officer Professional Qualifications 1 for the position of Captain.

Candidates shall be enrolled in NFPA 1031 Standard for Professional Qualifications for Fire Inspector I and agree to complete. Candidate shall agree to complete NFPA 1033 Standard for Professional Qualifications for Fire Investigator for position of Fire Prevention Officer.

(e) During all examinations (written and oral), and while marking and grading of said examinations, the Promotional Board consisting of the Fire Chief, Deputy Fire Chief, and the Director of Human Resources or designate for the City of Quinte West shall be present.

(f) During all examinations (written and oral), and while marking and grading of said examinations, the Quinte West Professional Firefighters Association may have one (1) representative in attendance to act solely as an observer.

(g) The examinations shall be comprised of questions that are applicable to study materials issued by the Promotional Board, utilizing all study materials that were identified in advance to eligible candidates. All study materials will be provided to eligible candidates not less than 45 calendar days from the proposed testing date.

(h) For the purpose of promotion, seniority shall account for a maximum of twenty (20) marks, one (1) mark for each year of seniority or part thereof.

(i) For the purpose of promotion, a written exam shall account for a maximum of fifty (50) marks.

(j) For the purpose of promotion, an oral examination and interview shall account for a maximum of twenty (20) marks.

(k) For the purpose of promotion, education and training shall account for a maximum of ten (10) marks. One (1) mark for each Ontario Fire College diploma or NFPA certificate course or one (1) mark for

any other training or educational course as authorized by the Fire Chief in accordance with the academic upgrading article of the Collective Agreement.

(l) An agreed to consensus on the performance of the applicant in the interview and their resumes shall take place, and all notes taken by the Promotional Board shall be kept on file. The applicant obtaining the highest score of a combination of seniority, written examination, oral examination and interview, and education and training with a maximum obtainable score of one hundred (100) marks, shall be promoted to the position as listed on the posted notice.

5. The method of appointing a person to Acting Captain status in the Quinte West Fire and Emergency Service shall be in accordance with the following procedures herein stipulated:

(a) The candidate shall be a First Class Firefighter with a minimum of five (5) years full-time experience with the Quinte West Fire and Emergency Service, shall be a graduate of the Company Officer Program, or the NFPA 1021 Fire Officer 2 Program. Grandfathering in NFPA Fire Officer 2 shall be accepted as equivalencies.

(b) The examinations shall be comprised of questions that are applicable to study materials issued by the Fire Chief, utilizing all study materials that were identified in advance. All study materials will be provided to eligible candidates not less than 45 calendar days from the posted testing date.

(c) For the purpose of appointment, a written exam shall account for a maximum of fifty (50) marks.

(d) For the purpose of appointment, an oral examination and interview shall account for a maximum of twenty-five (25) marks.

(e) For the purpose of appointment, a practical exam shall account for a maximum of twenty-five (25) marks.

(f) A candidate shall be deemed successful to fill the appointment if seventy-five percent (75%) or more of the total points are attained.

(g) In the event the candidate fails to achieve the required seventy-five percent (75%), the Fire Chief shall provide a subsequent testing opportunity, as soon as reasonably possible, but no later than six (6) months after the previous test results.

Upon failing the second attempt, the Employee shall remain at their current classification for a further two (2) years. At the completion of two (2) years, the Employee shall become eligible to reattempt the examination process.

i) During all examinations (written and oral), and while marking and grading of said examinations, the Promotional Board consisting of the Fire Chief, Deputy Fire Chief and the Director of Human Resources or designate for the City of Quinte West shall be present.

ii) During all examinations (written and oral), and while marking and grading of said examinations, the Quinte West Professional Firefighters Association may have one (1) representative in attendance to act solely as an observer.

(h) The Association shall be notified in writing of the above action.

6. The method of promoting a person to permanent employment status in the Quinte West Fire and Emergency Service shall be in accordance with the following procedures herein stipulated:

(a) Each newly hired Employee shall be subject to a probationary period of twelve (12) months and the Fire Chief shall provide a performance evaluation of the probationer approximately every three (3) months. The Fire Chief shall advise the probationer as to the general nature of the evaluation during initial departmental orientation.

(b) For the purpose of promotion to permanent employment, a street exam given in the sixth (6^{th}) month of employment shall account for a maximum of twenty-five (25) marks and the Employee must achieve not less than seventy-five percent (75%) on the street exam independently.

(c) For the purpose of promotion to permanent employment, a written exam given in the eleventh (11^{th}) month of employment shall account for a maximum of twenty-five (25) marks.

(d) For the purpose of promotion to permanent employment, a practical exam given in the eleventh (11^{th}) month of employment shall account for a maximum of twenty-five (25) marks.

(e) For the purpose of promotion to permanent employment, a personal assessment shall account for a maximum of twenty-five (25) marks.

In the evaluation, the Fire Chief shall take into consideration their assessment and the Shift Captains/Acting Captains Assessments.

(f) A candidate shall be deemed successful if seventy-five percent (75%) or more of the total points are attained.

(g) In the event the candidate fails to achieve the required seventy-five percent (75%), the Fire Chief, at their discretion, may provide secondary examinations.

(h) On the basis of this information, a decision will be made by the Fire Chief, with the Employee being notified that either:

- employment status has been confirmed as permanent; or
- the probationary period has been extended for a period of six (6) months beyond the first twelve (12) months; or
- employment status has not been confirmed and therefore employment is terminated. In this case, the Employee shall be notified in writing as to the reasons for termination.

(i) The Association shall be notified in writing of the above action.

(j) Notwithstanding the above, the probationer may be terminated at any time in the first twelve (12) months in accordance with the Fire Protection and Prevention Act, 1997.

ARTICLE 13 - SENIORITY

(a) **Calculation of Seniority**

i) The Employer agrees that all promotion procedures will be based on the principles of equity and fairness, to ensure the equality of treatment and opportunity for all Employees.

ii) An Employee shall not acquire seniority rights until they have completed the probationary period. The Employee shall then acquire seniority, be placed on the seniority list, and credited with seniority retroactive to the last date of hire.

iii) The Employer shall maintain a master seniority list showing the date upon which each Employees' seniority commenced. In January of each year, the Employer shall send to the Association an up-to-date master seniority list.

iv) Former Employees re-entering the service after continuity of service has been broken for any reason (Her Majesty Service, Leave of Absence and illness excepted), shall be considered new Employees and seniority shall start as of the date they re-entered service.

v) When two or more Employees are hired on the same day within the same division, seniority shall be based upon their written entrance examination. Should the parties score equally, then management in the spirit of fairness, will hold a lottery.

(b) **Transfers from within the Corporation**

Where an Employee has transferred from another Corporate Department; prior to January 1st, 2010, to the Quinte West Fire and Emergency Service, they shall retain City Full-time service for the purpose of determining recognition pay, short term disability benefits, vacation entitlement and OMERS pension benefits.

As of January 1st, 2010, where an Employee transfers from another Corporate Department to the Quinte West Fire and Emergency Service, they shall retain City Full-time Service time for the purpose of determining short term disability benefits, vacation entitlement and OMERS pension benefits.

If applicable, all Employees who have transferred from another Corporate Department shall retain remaining sick leave credits to use for “top up” of short term or long term disability benefits.

Seniority for the purpose of determining promotion shall only begin from the date of transfer as a full-time Firefighter to the Quinte West Fire and Emergency Service, and upon completion of probation.

In determining seniority for the purpose of promotion, an employee shall not acquire seniority rights until they have completed the probationary period. The Employee shall then acquire seniority, be placed on the seniority list, and credited with seniority retroactive to the date of transfer.

(c) **Officer-In-Charge**

In the event that a Captain is unavailable for shift replacement, the duty Firefighter with the most seniority as provided in subsection (a) above, shall assume the duties of Officer-In-Charge providing they satisfy the requirements of Article 12 (5).

ARTICLE 14 - PAYMENTS UPON TERMINATION

(a) Every Employee who ceases to be employed by the City of Quinte West Fire and Emergency Service, for any reason, shall receive payment for all unused vacation credits (computed at 1/182 of the Employee's annual salary per one-half (½) vacation credit , based on the understanding that one (1) vacation week equals four (4) shifts / two (2) vacation credits), all unused or unpaid Paid/Public Holidays (computed at 1/182 of the Employee's annual salary), any outstanding salary, allowances and Service Pay, less any overpayments or other monies owing to the Employer, within fourteen (14) days of the Employee's last work shift.

(b) In the case of the death of an Employee, all payments owed as outlined in subsection (a) shall be paid to the Employee's spouse or if there is no spouse, to the Employee's estate.

ARTICLE 15 – PENSIONS

Each Firefighter shall be required to join the Ontario Municipal Employees Retirement System (OMERS) Basic Plan, Normal Retirement Age Sixty (60) and will be entitled to all the benefits set out by the plan.

Both the Employer and the Employee shall make the appropriate Ontario Municipal Employees Retirement System contributions and shall be governed by the rules and regulations of the plan.

ARTICLE 16 – MANDATORY RETIREMENT

The mandatory retirement age for an Employee covered by this agreement shall be sixty (60) years of age. Therefore, all Employees reaching mandatory retirement age sixty (60) shall be obliged to retire from the Employer on the last day of the month after the attainment of the mandatory retirement age.

ARTICLE 17 – UNIFORMS AND EQUIPMENT

(a) All new employees of the Quinte West Fire and Emergency Service shall be issued:

- One (1) full dress uniform consisting of one (1) tunic, two (2) white uniform shirts with shoulder flashes and two (2) pairs of pants.
- One (1) uniform hat with cap badge and rain cover.
- Two (2) neck ties.
- Two (2) identification tags.
- One (1) rank insignia tie clip.
- One (1) pair of white ceremonial gloves.
- Six (6) utility shirts (short or long sleeve at the discretion of the Employee) with shoulder flashes.
- Four (4) pairs of rank insignia epaulets.
- Four (4) pairs of utility pants.
- Six (6) t-shirts.
- One (1) job shirt.
- One (1) utility baseball style cap.
- One (1) winter toque.
- One (1) pair fire of resistant coveralls with shoulder flashes.
- One (1) winter parka and one (1) spring windbreaker (uniform style) with shoulder flashes.
- One (1) jacket badge (upon successful completion of probation).
- One (1) pair of dress black leather gloves.
- One (1) V-neck sweater with lining.
- One (1) trench coat.
- One (1) wallet and badge (upon successful completion of probation).
- One (1) pager with charger and spare battery.

i) Uniforms for new employees of the Quinte West Fire and Emergency Service shall be ordered within fourteen (14) days of the date the new employee commences employment.

(b) All full time Firefighters of the Quinte West Fire and Emergency Service shall be issued in each calendar year following the second calendar year of employment:

- Six (6) utility shirts (short or long sleeve at the discretion of the Employee) with shoulder flashes.
- Four (4) pairs of rank insignia epaulets.
- Three (3) pairs of utility pants.
- Six (6) t-shirts.

- One (1) neck tie.
- One (1) utility baseball style cap.

(c) The Employer shall pay to each Employee on the first pay in January of each year, an allowance of three hundred dollars ($300.00) per year for the purchase of one pair of approved CSA safety footwear. Footwear that is damaged, lost or stolen shall be replaced by the Employer at the discretion of the Fire Chief.

(d) Each Employee shall be furnished with one (1) pair of approved uniform dress shoes not more often than every two (2) years at the discretion of the Fire Chief.

(e) Dress uniform and outerwear replacement shall be at the discretion of the Fire Chief in consultation with the Employee.

(f) The Employer shall pay to each Employee on the first pay in January of each year, an allowance as set forth herein to cover the cost of uniform cleaning:

$262.24 each year, for the term of the Agreement.

(g) All employees shall be provided with the following firefighting protective clothing that conforms to or exceeds CAN/CGSB 155.1 – M88/NFPA 1971 – Standard on Protective Ensemble for Structural Fire Fighting current standard (2000 Edition):

- One (1) ensemble of protective clothing for firefighting.
- One (1) pair of leather bunker boots for firefighting.
- One (1) helmet with liner for firefighting.
- Two (2) pairs of gloves for firefighting.
- One (1) outer shell hood for firefighting.
- One (1) pair general purpose utility gloves.

ARTICLE 18 – TRAINING

(a) For any specialty course provided in house or as quarterly training, as approved by the Fire Chief or the Deputy Fire Chief, that are attended by an Employee while off duty, the Employee shall be paid at the rate of straight time for all hours attended. Attendance at such courses shall be voluntary.

(b) Where an Employee requests permission to attend an educational or training course of a vocational nature or as recognized by the Office of the Fire Marshal, the Fire Chief or the Deputy Fire Chief may authorize attendance at such course with all associated fees to be

incurred by the Corporation. Consent shall not be unreasonably withheld.

(c) Employees shall neither lose nor gain pay while attending courses or training during periods in which they are otherwise scheduled to work. While in attendance at any such course during a period when the Employee is not scheduled to work, they will be compensated with one (1) shift [as defined in Article 4(a)] off for every full day attended, including travel. Any time off in lieu shall be taken at a time mutually agreed upon by the Employee and the Fire Chief or the Deputy Fire Chief. Consent shall not be unreasonably withheld.

(d) Any course attended at the Hastings-Prince Edward Mutual Fire Aid Training Complex where the employee is scheduled to work a shift [as defined in Article 4(a)] immediately before and/or after, shall be granted leave for that shift without loss of pay.

(e) Where a course is attended at a location other than the Hastings-Prince Edward Mutual Fire Aid Training Complex the City's Conference and Seminar Policy and Travel Policy shall be referred to; any compensation and accommodations shall be mutually agreed upon by both Employer and Employee. Where the employee is scheduled to work the 24 hour block [as defined in Article 4(a)] immediately before and/or after, shall be granted leave for that block without loss of pay.

(f) Employees approved by the Fire Chief or Deputy Fire Chief to attend distance training will be insured under the Employer's WSIB plan.

ARTICLE 19 – ACADEMIC UPGRADING

Following successful completion of the probationary period with the City of Quinte West Fire and Emergency Service and upon prior approval of the Fire Chief or Deputy Fire Chief, the Employer agrees to reimburse one hundred percent (100%) of the tuition fees and text books for educational courses that relate to the Employee's present position or are of a vocational nature.

ARTICLE 20 – TRAINING, LICENCES AND CERTIFICATIONS

(a) In the event that it will immediately affect the performance of an employee's duties, it shall be the responsibility of the employee to notify the Employer in writing as soon as possible when any licence(s) required to perform their duties are suspended, revoked or expired.

(b) Medicals required for licences which are required for work (both AZ and DZ) shall be paid for by the Employee and reimbursed by the Employer up to $125.00.

ARTICLE 21 – GRIEVANCE PROCEDURE AND ARBITRATION

(a) A grievance shall be defined as a difference between an Employee (or the Association) and the Corporation as to the interpretation, application, administration or alleged violation of the collective agreement, including any question as to whether the matter is arbitrable, pursuant to the *Fire Protection and Prevention Act, 1997*.

(b) It is the mutual desire of the Employer and the Association that the complaints of the Employee be assessed as quickly as possible and it is understood that an Employee has no grievance at all until they have given the Fire Chief an opportunity to assess the complaint. In discussing the complaint, the Employee may be accompanied by one authorized representative of the Association.

(c) An Employee's complaint which is not settled by the Fire Chief within five (5) working days shall be presented to the Employer in writing and shall be dealt with in the following manner:

STEP 1
The Chair of the Association Grievance Committee shall present the grievance in writing to the Fire Chief of the Service within a period of ten (10) working days after occurrence giving rise to the grievance. The Fire Chief shall confer with the Association's representatives in an endeavour to reach a satisfactory settlement, and within five (5) working days will report to the Chair of the Grievance Committee, failing a satisfactory settlement.

STEP 2
The Chair of the Association Grievance Committee shall present the grievance in writing to the Director of Human Resources of the City for consideration of a Joint Grievance Committee within a period of five (5) working days after receiving the reply from the Fire Chief.

The Joint Grievance Committee shall consist of the Director of Human Resources to be accompanied by such other representatives not exceeding a total of three (3) as the Employer shall appoint and three (3) representatives of the Association.

The Committee shall meet to consider the grievance within five (5) working days and shall report its findings within five (5) working days to the Chair of the Association Grievance Committee, failing a satisfactory settlement.

STEP 3
The Association will present the grievance to the Chief Administrative Officer within a period of five (5) working days after receiving the report and the Chief Administrative Officer then agrees to deal with the grievance at a meeting to be held within ten (10) days, and the Chief Administrative Officer shall then report their decision at that time.

STEP 4
After exhausting the grievance procedure herein provided, either Party may request that the grievance be submitted to arbitration by giving notice in writing within seven (7) days, as provided for in the Fire Protection and Prevention Act, Section 53.

(d) The definition of "working day(s)" when used in this Article shall exclude Saturdays, Sundays and any other day on which the Employer's administration offices are closed.

(e) The time limits as prescribed may be extended by mutual agreement of both parties in writing.

ARTICLE 22 - DISCIPLINE

(a) In the event an Association member is subject to disciplinary action, such member shall have the option of having a member of the Association Executive or other Association Representative present during any disciplinary investigation meeting and at any meeting at which an Association Member will be disciplined. Such meeting(s), once requested, shall take place as soon as possible, at a time mutually agreed to by the parties.

(b) Neither the Association Representative nor the Association Member shall suffer any loss of pay provided they are on-duty at the time of the meeting.

(c) Upon written consent of the member, copies of any correspondence to the member arising from any such meeting(s) shall be forwarded to the Association forthwith.

ARTICLE 23 - DISCIPLINARY NOTATIONS

(a) Where a member of the Association has not been subject to discipline for the same infraction for two (2) years, any disciplinary notations recorded in the Employee's Personnel File shall be null and void insofar as it pertains to the record of such Employee. Upon request of the Employee, after such two (2) year period, the disciplinary notation shall be given to the Employee and stricken from the Employee's Personnel File.

(b) An Employee may request a meeting with the Fire Chief in order to review the contents of their Personnel File. Such meeting, once requested, shall take place at a time mutually agreed to by the parties. The Employee may at their sole discretion, be accompanied by an Association representative.

The viewing of the personnel file shall be in the presence of the Fire Chief or Director of Human Resources or designate.

(c) If it is mutually determined that any material contained in a Personnel File is incorrect, a correcting document shall be appended to the relevant portion(s) thereof.

ARTICLE 24 – DISCHARGE CASES

(a) No Employee shall be dismissed or disciplined except for just cause which shall include incompetence, negligence of duty and intoxication or impairment while on duty. In the event of the discharge of any Employee, the Employer shall give notice in writing outlining the cause for discharge.

(b) Where an Employee has been discharged or otherwise disciplined by an Employer for just cause and the Collective Agreement does not contain a specific penalty for the alleged infraction giving rise to the said Employee being disciplined, the Arbitrator or the Board of Arbitration hearing a grievance from such discipline, may substitute such other penalty for the discharge or discipline as the Arbitrator or Board of Arbitration deems just and reasonable in the circumstances.

ARTICLE 25 – DISCRIMINATION

The Employer, the Association and the Employees agree to conduct their affairs in accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act both as amended from time to time and agree that there shall be no discrimination or harassment practiced or permitted by the Employer or the Association or any of their representatives against any Employee.

The Employer and the Association recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.

ARTICLE 26 – LEAVES OF ABSENCE

(a) Bereavement Leave

i) An Employee shall be granted two and one-half (2½) credits paid leave coincidental with the funeral in the case of the death of a spouse, common-law spouse, child or step-child with which the Employee has a nurturing relationship.

ii) An Employee shall be granted one and one-half (1½) credits paid leave coincidental with the funeral in the case of the death of a parent, brother, sister, grandparent or grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

iii) An Employee shall be granted one-half (½) credit paid leave coincidental with the funeral in the case of the death of an aunt, uncle, niece or nephew of a direct relation.

iv) An Employee shall be granted one-half (½) credit paid leave to act as pallbearer.

v) An Employee may reserve one-half (½) credit to which they are entitled under subparagraphs (i), (ii) or (iii) above to be used to attend a “Celebration of Life” or other memorial service when such an event is held at a later date.

Any other leave to be at the discretion of the Fire Chief. The Employee shall, if requested by the Fire Chief, provide proof of death.

(b) Compassionate Leave

The Fire Chief, Deputy Fire Chief or Officer in Charge may approve compassionate leave in the event of a perceived emergency, urgent matter or accident occurring to a family member, or situations giving rise to an entitlement under paragraph (a) (Bereavement Leave). The Officer in Charge may only approve the compassionate leave in the event that it is not reasonably possible for the Fire Chief or Deputy Fire Chief to provide the approval. The Employee shall return to duty as soon as the emergency has passed.

(c) Leave of Absence – Other

An Employee may be granted leave of absence for good and sufficient reason, upon written application to the Employer and with the approval of the Employer, which approval shall not be unreasonably withheld. Such leave of absence shall be without pay and without loss of or accumulation of seniority.

(d) Leave of Absence – Association Business

Leave of absence without loss of pay, seniority or other benefits shall be granted to the Association for the purpose of attendance at negotiations with the Negotiating Committee and also for the purpose of attendance at Association functions such as conventions, schools, and seminars, etc. The Association shall provide to the Fire Chief or Deputy Chief reasonable written notice of the dates for the requested leave of absence(s). Such leaves of absence shall be restricted to two (2) members at any one time and not exceed four (4) consecutive shifts for duty per Association member. The total length of time off duty shall not exceed twenty-five (25) shifts in any one (1) year for the whole of the Association membership.

(e) Pregnancy/Parental Leave

An employee shall be granted pregnancy and/or parental leave in accordance with the provisions of the Employment Insurance Act and the Employment Standards Act of Ontario (ESA).

An employee in receipt of Employment Insurance Pregnancy or Parental Leave Benefits shall also receive an amount, which when added to the Employment Insurance amount, is sufficient to provide the employee with 75% of regular pre-leave earnings. This top up shall be applicable to the one (1) week waiting period, and extend for sixteen (16) weeks in the case of pregnancy leave. Pregnancy leave combined with parental leave shall be sixteen (16) weeks followed

by twelve (12) weeks of parental leave. Employees only taking parental leave shall receive top up for the one (1) week waiting period and thirteen (13) weeks of leave. The member shall provide written proof of receipt of Employment Insurance Benefits.

ARTICLE 27– SUCCESSOR RIGHTS

This agreement shall be binding upon the successors and assigns of the parties thereto, 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.

ARTICLE 28 – DUES

(a) The Corporation of the City of Quinte West is hereby authorized and directed to deduct from the salary of each Member of the said Association, the amount of dues properly owing to the said Association. Such deductions shall be made in twenty-six (26) equal installments per year and the total amount deducted shall be paid to the Treasurer of the said Association not later than the fifteenth (15^{th}) day of the following month for which the said dues have been collected.

The Treasurer of the said Association shall advise the City's Director of Finance regarding the amount of such dues and shall notify them promptly should said dues be increased or decreased.

(b) The Employer agrees that all Employees of the Quinte West Fire and Emergency Service with the exception of the Fire Chief, Deputy Fire Chief and the clerical staff, shall pay monthly assessed dues as prescribed by the Quinte West Professional Firefighters Association Local 1328.

ARTICLE 29 – INDEMNIFICATION

Where a member of the fire service is charged with a criminal or statutory offence flowing from duties for the Employer and is subsequently acquitted of such charges, the member shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage.

ARTICLE 30 – WITNESS SERVICE

(a) An employee who is subpoenaed to serve as a witness in a court in a civil or criminal proceeding which is directly related to work as a Firefighter:

i) Shall be granted a leave of absence for such purpose provided that the employee presents to the Fire Chief, as soon as reasonably possible, satisfactory documentation showing the period of such service.

ii) Shall be paid full wages for the period granted leave of absence on account of such witness services.

iii) Shall pay to the employer the amount received for witness service (except the portion related to expenses).

(b) An Employee who is subpoenaed to serve as a witness on a matter relating to their duties as a member of the Fire and Emergency Service:

i) Shall be granted time off to attend such court when on-duty;

ii) Shall be compensated in accordance with Article 4 (d) “Overtime Pay”, when required to attend court during off duty hours.

In the event that the employee is released from witness service and there are three (3) or more hours remaining in their shift, they shall contact the Fire Chief or the Deputy Fire Chief to determine whether they must report for duty during that shift.

ARTICLE 31 – LAYOFF

There will be no layoff of present Employees of the Quinte West Fire and Emergency Service during the life of this Agreement.

ARTICLE 32 – CONTRACTING OUT

Except in the case of an emergency, and to the extent of the current practice as it relates to Volunteer Firefighters, and to the extent and degree agreed upon by the parties from time to time, no work customarily performed by a Firefighter covered by this agreement shall be performed by another employee or by a person who is not an employee.

ARTICLE 33 – STAFFING

The Corporation shall employ, at all times, not less than three (3) full time Fire Prevention Officers, consisting of one (1) full time Senior Fire Prevention Officer and two (2) full time Fire Prevention Officers.

ARTICLE 34 - VACANCIES

(a) Any position which is known to become available; by reason of resignation, retirement or by any other means, shall be filled no less than ninety (90) days prior to the position becoming vacant.

(b) If any position becomes available with less than ninety (90) days' notice by reason of resignation, retirement, death, dismissal or by any other means, the Employer shall take all reasonable steps as are necessary to fill the vacancy as expeditiously as possible.

ARTICLE 35 – TECHNOLOGICAL CHANGE

At least ninety (90) calendar 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, the date or dates on which the Corporation plans to effect the change, the location or locations involved.

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.

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.

If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by Section 53 of the *Fire Protection and Prevention Act*. The time limits provided in Section 53 shall apply.

The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

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 36 - HEALTH AND SAFETY

An employee representing the Association shall be a full member of the Quinte West Fire and Emergency Service Joint Health and Safety Committee which shall be scheduled to meet at least once every three (3) months. Said employee shall have all powers and authority as per the *Occupational Health and Safety Act R.S.O. 1990 Chapter 0.1*. Notwithstanding Article 4 (d), payment at the overtime rate shall only be made for the actual time spent in fulfilling such role, if such time is spent outside regularly scheduled hours.

ARTICLE 37 - TRANSITIONAL WORK

(a) Both parties recognize that work forms an important part of an Employee's life and that safe and early return to work following an injury or illness is important to the prompt and complete recovery of the individual. The primary objective is to eventually return the Employee to their pre-injury status. If the Employee has not fully recovered but is capable of performing some type of meaningful work, every attempt will be made to provide meaningful transitional work on a temporary basis.

(b) Transitional work may be offered to Employees who are temporarily immobilized due to injury or illness or who are in receipt of Short Term Disability Benefits, Long Term Disability Benefits, or have applied for or are receiving WSIB benefits.

(c) The injured/ill Employee shall utilize the City's Functional Capabilities Evaluation Form H-S-25-3-1 to be completed by the Employee's own Health Care Professional in the event that the Corporation is contemplating offering the injured/ill Employee transitional work. The Corporation shall also provide a job description of the Employee's regular duties and a description of the work that may be performed while performing transitional work.

(d) The injured/ill Employee shall submit the Health Care Professional's

completed Functional Capabilities Evaluation Form to the Health, Safety and Employee Services Officer within two (2) working days of receiving the completed form from the Health Care Professional. Failure to produce the required certificate within two (2) working days of receiving the completed form from the Health Care Professional may, at the discretion of the Health, Safety and Employee Services Officer, result in such absence as being leave without pay.

(e) An Early Safe Return to Work meeting shall be held. Attendees shall include the injured/ill Employee, the Fire Chief, the Corporation's Health, Safety and Employee Services Officer and a representative of the Quinte West Professional Firefighters Association. The Functional Capabilities Evaluation Form shall be reviewed and appropriate transitional work tasks shall be identified.

(f) A formal Early Safe Return to Work plan shall be developed outlining the goals and details of the return to work. The goal will be to return the Employee to their pre-injury/illness status with accommodation, or suitable and available Fire Service related work. The Plan shall include all details such as start date, end date, current physical recommendations, hours of work and scheduled review dates of the Plan. Copies shall be furnished to all attendees as stated in Subsection (e).

(g) In all cases, the transitional work shall not pose a risk of worsening the condition of the injured/ill Employee or pose a health and safety risk to the injured/ill Employee or any other Employee.

(h) In all cases the transitional work tasks shall be Fire Service specific, productive and meaningful to the Employee and the Service.

(i) Meetings attended by the same parties' as stated in Subsection (e) shall be held; as required, to review the Early Safe Return to Work Plan as per the recommendations contained within the Functional Capabilities Evaluation Form.

(j) It is understood by both parties that the transitional work shall be discontinued on order of the Employee's own Health Care Professional. The Employer may, at its discretion, have the right to have any Employee examined by a qualified Independent Health Care Practitioner, mutually acceptable to the Employer and the Employee. An Employee attending a Health Care Professional Examination outside the municipal boundaries of the City of Quinte West shall be reimbursed all reasonable expenses (mileage, parking, meals). The Employees shall submit their claim to the Fire

Chief or the Deputy Fire Chief.

(k) It is understood that by participating in a transitional work program, the Employee is considered to be “at work” and that successive absences from work due to the same non-occupational injury/illness shall be considered as being the same period of disability for the purpose of this article, unless such absence from work is separated by seven (7) consecutive working shifts.

(l) It is the injured/ill Employee’s responsibility to inform their supervisor if the work, which has been assigned, is resulting in further complications contrary to the Early Safe Return to Work Plan.

(m) The assignment of transitional work to an injured/ill Employee shall not displace any other Employee in the Service, including any other Employee on transitional work or other duties, unless the Employee consents to the displacement.

(n) Injured/ill Employees in transitional work programs will continue to be paid at their pre-injury/illness rate of pay unless wage improvements are made and/or the person is progressed to a higher rank or class. Injured/ill Employees on transitional work will continue to accrue service and seniority and will retain full membership status in the Association and be covered by the Collective Agreement. Vacation entitlement during a transitional work program shall be in accordance with Article 6 – Vacations, of the Collective Agreement.

(o) The injured/ill Employee will make every reasonable attempt to schedule therapy or treatment during off duty hours. In the event this is not possible there will be no interruption of earnings when such therapy or treatment occurs during scheduled work hours.

ARTICLE 38 – HEALTH AND WELLNESS

In order to promote the overall health, fitness, and wellbeing of the Firefighters, the Employer shall continue to provide a Fitness Room within Station Number One. The Fire Chief; in consultation with the Association, shall draft and maintain a policy to address the use and replacement of equipment.

ARTICLE 39 - LABOUR/MANAGEMENT COMMITTEE

(a) It is agreed that a Labour/Management Committee will be

established with up to three (3) representatives from each of the Association and the Employer. The Labour Committee shall comprise the Association President and not more than two (2) persons designated by the President of the Association. The Management Committee shall be comprised of not more than three (3) persons designated by the Chief Administrative Officer.

(b) This Committee shall meet no less than every three (3) months or at such other times as mutually agreed between the Association and the Employer. At least one (1) week prior to any meeting, the Association and the Employer shall exchange an agenda of those items proposed to be discussed at a Committee meeting. The initial purpose of Committee meetings will be to discuss those issues which are of concern relating to work of the bargaining unit and thereafter, other issues, which are not, at the time of the Committee meeting, the subject matter of any related outstanding grievances or collective bargaining.

(c) Labour/Management Committee meetings will be held during normal working hours and Association Representatives shall not suffer any loss of pay for attendance at Committee meetings.

ARTICLE 40 - USE OF STATION FACILITIES

(a) The Employer will provide a bulletin board in a mutually agreed location in each composite fire station for the exclusive use of the Association for legitimate Association business. The Association agrees that defamatory or libelous statements concerning the Corporation, the Service or its Chief Officers shall not be placed on the bulletin boards.

(b) Association representatives may also receive mail addressed at each composite fire station and maintain their own computer and filing system for Association business.

(c) The Employer agrees to allow the Association to hold meetings for legitimate Association business. It is understood that representatives of the parent Associations or other advisors to the Association may, from time to time, be present at the aforementioned meetings.

ARTICLE 41 - PRINTING THE COLLECTIVE AGREEMENT

(a) The Agreement shall be prepared by the Corporation and presented to the Association as soon as reasonably possible following the ratification of the Collective Agreement by both parties.

(b) The Corporation and the Association shall be responsible for costs associated with printing the Collective Agreement for the current term on a per unit basis.

(c) Upon request, the Corporation shall provide the Association with an electronic version of the Collective Agreement for the current term.

ARTICLE 42 – DURATION AND TERMINATION

This Agreement shall continue in full force and effect from the first day of January 2024 to and including the thirty-first day of December 2026 provided however, that this Agreement shall remain in full force and effect until such time as a new Agreement has been negotiated and provided also that such new Agreement shall be retroactive to the first day of January in the year in which negotiations shall commence.

Notice that amendments are required or that either Party intends to terminate the Agreement shall be given on or before the thirty-first day of December during the term of the Agreement and the Parties hereto agree to meet for the purpose of negotiations within a period of sixty (60) days after the original proposals.

It is understood that during any negotiations following upon notice of termination or amendment, either Party may bring forward counter proposals arising out of or related to the original proposals.

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 first-above written.

DATED AT QUINTE WEST this 25th day of June, 2024.

ON BEHALF OF
THE CORPORATION OF
THE CITY OF QUINTE WEST

per:_____
Mayor Jim Harrison

per:_____
David Clazie
Chief Administrative Officer

ON BEHALF OF THE
QUINTE WEST PROFESSIONAL
FIREFIGHTER ASSOCIATION
LOCAL 1328

per:_____
Jay Coxwell
President

per:_____
Adam Fournier
Secretary

APPENDIX "A"

LETTER OF AGREEMENT

Re: Clothing Committee

Between

The Corporation of the City of Quinte West

(Hereinafter referred to as "the Employer")

and

Quinte West Professional Firefighters Association

And it's Local 1328

(Hereinafter referred to as "the Union")

The Employer and the Union agree to establish a joint Clothing Committee of equal numbers of participants from each group. The objectives of the Committee are as follows:

1. To determine the clothing requirements of those employees covered by the collective agreement.

2. If the above is still not agreed on by January 1st, 2026 in order to initialize the process by that date, then Article 16 Subsection (b) of the collective agreement shall be in full force and effect until it is complete.

SIGNED at the City of Quinte West, this 25th day of June 2024.

ON BEHALF OF
THE CORPORATION OF
THE CITY OF QUINTE WEST

per: _____
Mayor Jim Harrison

per: _____
David Clazie, Chief Administrative Officer

ON BEHALF OF THE
QUINTE WEST PROFESSIONAL
FIREFIGHTER ASSOCIATION
LOCAL 1328

per: _____
Jay Coxwell, President

per: _____
Adam Fournier, Secretary

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF QUINTE WEST
(the "Employer")

-and-

THE QUINTE WEST PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 1328
(the "Association")

A Committee shall be struck comprised of four (4) members appointed by the Employer and four (4) members appointed by the Association, for the purpose of discussing the full-time staffing requirements of the Quinte West Fire and Emergency Service.

The inaugural meeting of this Committee shall be held no later than ninety (90) days after ratification of the renewal Collective Agreement between the Employer and the Association.

The objective of this Committee will be to generate a report which shall be presented to Council by December 31, 2024

DATED at the City of Quinte West this 25th day of June, 2024.

ON BEHALF OF
THE CORPORATION OF
THE CITY OF QUINTE WEST

per: _____
Mayor Jim Harrison

per: _____
David Clazie, Chief Administrative Officer

ON BEHALF OF THE
QUINTE WEST PROFESSIONAL
FIREFIGHTER ASSOCIATION
LOCAL 1328

per: _____
Jay Coxwell, President

per: _____
Adam Fournier, Secretary