2022-2024

Agreement entered
into between

THE CORPORATION OF THE CITY OF WOODSTOCK
And
THE WOODSTOCK PROFESSIONAL FIREFIGHTERS' ASSOCIATION

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AGREEMENT made this 31st, day of March 2022

BETWEEN:

The Corporation of the City of Woodstock

(hereinafter called the "Corporation")

of the first part

and

The Woodstock Professional Firefighters' Association

(hereinafter called the "Association")

of the second part

WHEREAS the patties have agreed to enter into these presents for the purpose of more effectively defining duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Corporation.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

Article 1 - Recognition

1.1 It is agreed that this Agreement shall apply to all full time Fire Fighters of the Corporation except the Chief and the Deputy Chief, including specifically all full time Fire Fighters as defined by The Fire Protection and Prevention Act and amendments thereto. The Corporation recognizes the Association Committee duly elected as the exclusive bargaining agent for all the said employees.

1.2 The employees may have the right of holding Association Meetings in one of the fire Halls provided such Meetings are not held at times or in locations which may interfere with the operations of the Fire Department. Such Meetings are subject to having received prior approval from either the Fire Chief or the Deputy Fire chief.

1.3 In the event that the Corporation participates in or is involved in any process which may lead to the possibility of amalgamation, consolidation, or merger of the Corporation or all or part of the Fire Department with any other entity, or a transfer, disposition, privatization, or joint venture in respect of all or part the Fire Department, the Corporation will consult with the Association.

Article 2 - Membership in Association

2.1 A compulsory check-off of monthly union dues shall apply to all employees coming within the scope of this Agreement commencing after a period of thirty (30) calendar days of employment. Such compulsory check-off of monthly union dues shall continue during the period of this contract. The amount to be deducted shall be such a sum as may from time to time be assessed by the Association upon **all** members according to its constitution. **The Association shall provide reasonable notice to the Payroll Department for any changes.**

2.2 All deductions made under the provisions of Article 2.1 will be remitted monthly to the proper authorized officials of the Association.

2.3 There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Association or by virtue of their holding office or not holding office in the Association. Provisions of this Agreement shall be applied to all employees without discrimination.

2.4 Discipline

(a) Wherever the Chief or designate calls a member to a meeting involving disciplinary action, or potential disciplinary action, the Chief or designate shall advise the member that they are entitled to have a member of the Local Executive in attendance at the meeting. Such meeting, once requested, shall take place as soon as possible, at a time mutually agreed to by the parties.

(b) It is understood that the holding of the meeting is not a bar to the member who is the subject of the discussion being relieved of duty prior to the disciplinary discussion.

(c) Copies of any correspondence to the member arising from any such meeting shall be forwarded to the Association.

Article 3 - Reservation of Management Rights

3.1 The Association acknowledges that it is the exclusive function of the Corporation to:

(a) Maintain order, discipline and efficiency, and to establish and enforce rules and regulations necessary therefore, and generally to govern the conduct of the employees.

(b) Hire, discharge, promote, demote, layoff, classify or suspend or otherwise discipline employees, provided that any claim by a full time Fire Fighter who has passed through their probationary period that they have been disciplined or discharged without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided. That notice of suspension, discharge or other form of discipline shall be in writing.

(c) Exercise any of the rights, powers, functions, or authority which the Corporation had prior to the signing of this Agreement, except as these rights, powers, functions or authorities are specifically altered or modified by this Agreement and without restricting the generality of the foregoing the Corporation retains the right to generally operate the Fire Department in a manner consistent with the obligations of the Corporation to the general public in the community served. The employer shall advise the Association before the introduction of any major technological change which may adversely affect the employee's working conditions. If the status of an employee may be adversely affected by such technological change, the Corporation shall advise the Association in writing, at least thirty (30) calendar days prior to implementation of such change. If requested, the Corporation shall meet with the Association to discuss such change prior to implementation.

(d) Delegate any of its functions, rights, powers or duties whether referred to in this

Agreement or otherwise, to the Fire Chief, or to such other persons or committees as the Corporation in its sole discretion may deem advisable, providing they are not inconsistent with the terms and provisions of this Agreement or The Fire Protection and Prevention Act for the Province of Ontario.

3.2 The foregoing functions shall be exercised by the Corporation subject to the terms and provisions of this Agreement, and in a manner consistent with the general purpose and intent of this Agreement and subject to the rights of the Association, and employee, or employees, to file and process a grievance respecting any alleged violation or misapplication of this Agreement.

3.3 All employees shall promptly conform to and obey all by-laws and regulations in force from time to time which are applicable to such employees and insofar as they do not conflict with the terms of this Agreement. The members of the Association shall at all times co-operate with the Corporation and the Chief of the Fire Department to their fullest extent, to provide an efficient firefighting organization for the benefit of the Corporation and inhabitants thereof.

Article 4 - Hours of Work

4.1 The required hours of work for all employees assigned to Fire **Suppression** Division shall be an average of forty-two (42) hours per week, on a four-shift system, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty with days off on a rotating schedule as per Schedule "A" attached hereto.

All tours of duty will commence at 08.00 hours and run for twenty-four (24) consecutive hours.

4.2 The standard hours of work for all employees assigned to daytime work shall be an average of forty (40) hours per week over two (2) calendar weeks with a daily thirty (30) minute paid lunch. The days worked per week and the times worked per day shall be as scheduled by the Fire Chief. The usual working schedule may be changed on five (5) days written notice or as may be mutually agreed to between the employee and Fire Chief or designate.

4.3 **Employees in the Fire Fighting Division may exchange their working shift or shifts and exchange their off-duty day or days with other employees of equal rank or comparable qualification, subject to the express written approval of the Fire Chief or designate. Requests to exchange working shifts or off duty days must be submitted, in writing, one (1) week prior to the exchange, unless approved by the Fire Chief or designate.**

Exchange of working shifts or off duty days may be for the full 24 hours (08:00 hours to 08:00 hours) or may be for 12 hours (08:00 hours to 20:00 hours or 20:00 hours to 08:00 hours). Shifts exchanged must be on an "hour for hour" basis and will be clearly recorded within the Records Management System.

Request for exchange of shift will not be approved if the repayment shift is not within the same calendar year, unless approved by the Fire Chief or designate.

Exchange of shifts will not be permitted if an individual will be required to work more than 36 consecutive hours unless deemed an emergency by the Fire Chief or designate.

Fire Fighters reporting on sick leave will have their sick leave allowance or the accumulation of, deducted as follows:

24 hours off duty - 2 days deducted
12 hours off duty - 1 day deducted

A Fire Fighter reporting on sick leave may return to work if feeling well enough at 20:00 hours and only 1-day sick leave allowance will be deducted.

Employees reporting to duty and subsequently missing work due to illness will have their sick leave allowance deducted in four (4) hour increments rounded up to the nearest four (4) hour period.

The policy "Sick Leave Policy" will stay in effect for the duration of this Collective Agreement.

Article 5 - Annual Vacations

5.1 Each employee shall be entitled to the following vacation with pay in each calendar year subject to the following Article **5.5**:

After 1 year of employment – 2 tours of duty
After 5 years of employment – 3 tours of duty
After 10 years of employment – 4 tours of duty
After 15 years of employment – 5 tours of duty
After 23 years of employment – 6 tours of duty

Tour of Duty:
For employees in the firefighting division consists of two (2), shifts of twenty-four (24) hours each, occurring within a seventy-two (72) hour period.
For employees in the prevention and training divisions consists of forty hours over a calendar week.

5.2 For the first year, new employees will be entitled to one (1) day per month vacation with pay for each month of service to a maximum of eight (8) days.

5.3 Vacations shall be arranged on a system as agreed by the Chief and the President of the Association. In the event of the failure to agree by March 1st in any given year, it will revert to the system used in the previous year. In the event of staffing shortage or emergency situation, the Chief shall have the right to make changes in the vacation schedule.

5.4 All employees covered by this collective agreement and leaving the service of the Fire Department at any time throughout the year will have their vacation pay entitlement pro-rated to their last day as an employee of the City of Woodstock.

5.5 Employees in the **Fire Prevention** and **Fire Training Divisions** will be allowed to use their vacation entitlement in single day picks as agreed with the Chief or designate.

Article 6 - Statutory or Declared Holidays

6.1 Employees in the Fire Prevention **Division** or **Fire** Training Divisions will be scheduled off work and receive their regular pay for each of the statutory or declared holidays as listed in Article 6.2.

Employees in the **Fire Suppression Division** shall be entitled to thirteen (13) days extra days in lieu of statutory and declared holidays. A maximum of eleven of these days will be paid on the last pay in November of each year. The amount of pay for each of the statutory

or declared holidays shall be the annual salary of the employee divided by one hundred and eighty-two (182). A minimum of two of the days will be taken as equivalent time off in lieu of pay. Employees in the **Fire Suppression Division** may request upon final written approval of the Fire Chief additional equivalent time off in lieu of pay. This time off in lieu of pay shall be arranged on the same system as Article 5.3. It is further understood that for **Fire Suppression Division** one (1) statutory or declared holiday will equal twelve (12) hours.

6.2 For the purpose of this Article, statutory and declared holidays shall be considered to be:

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

Article 7 - Uniforms and Equipment

7.1 Each member of the Association shall be supplied clothing by the Corporation as follows:
(a) Upon hiring each new employee in the applicable division will receive the following:

Fire Suppression Division		Fire Prevention and Training Divisions
two (2) short sleeve fatigue shirts		five (5) short sleeve fatigue shirts
two (2) fatigue pants		two (2) uniform fatigue pants/skirt
one (1) uniform tie		one (1) uniform tie
one (1) uniform hat		one (1) uniform hat
one (1) uniform hat badge		one (1) uniform hat badge
one (1) uniform all-weather jacket **(3-in-1)**		one (1) uniform all-weather jacket **(3-in-1)**
four 4) short sleeve t-shirt		**four 4) short sleeve t-shirt**
one (1) job shirt		one (1) job shirt
one (1) uniform tunic		one (1) uniform tunic
one (1) short sleeve uniform shirt		one (1) short sleeve uniform shirt
one (1) uniform pant/skirt		one (1) uniform pants/skirt
one (1) uniform sweater		one (1) uniform sweater
one (1) shirt badges		two (2) shirt badges
one (1) name tags		two (2) pair officer bugles, as applicable
two (2) pair epaulette covers		two (2) name tags
		two (2) pair epaulette covers

(b) Promoted or transferred members will also be provided the appropriate quantity and colour of short sleeve uniform shirts as well as officer bugles, as applicable.

(c) Following successful completion of probationary employment, an employee will be allowed to order items according to the following chart:

Item	Qty.	Frequency	Order Date	Issue Date
Short sleeve fatigue shirt	one (1)	Annually	January 31st	June 30th
Fatigue pants	one (1)			
Short sleeve t-shirt	**four (4)**	Annually		
Long sleeve t-shirt	two (2)			
Ball cap	one (1)			
Shorts	one (1)			
Toque	one (1)			
Uniform safety shoes[1]	one (1) pair	As required		
Uniform sweater	**one (1)**	3 years	January 31st	June 30th
Epaulette covers	one (1) pair			
Job shirt	one (1)		July 31st	December 31st
Short sleeve uniform shirt	one (1)	5 years	January 31st	June 30th
Shirt badge	**one (1)**			
Officer bugles	**one (1)**		July 31st	December 31st
Name tag	**one (1)**			
Uniform all-weather jacket **(3-in-1)**	one (1)			
Uniform tunic	one (1)	7 years	January 31st	June 30th
Uniform pant/skirt	one (1)			
Uniform hat w/badge	**one (1)**			
Uniform tie	**one (1)**			
Gear bag	one (1)		July 31st	December 31st
Uniform overcoat	**one (1)**	**TBD**		

[1] Uniform safety shoe allowance of **two hundred twenty-five** dollars **($225.00)** will be available as required (receipt is required prior to reimbursement).

(d) Employees will supply clothing requests to the Fire Chief or designate by January 31st and July 31st of each year for first and second clothing issue dates, respectively.

(e) The Corporation shall provide two (2) fitting dates prior to the order date for employees requiring measurements. It is the sole responsibility for the employee requiring said measurements to attend one (1) of the provided fitting dates. Requests for clothing items requiring measurements which have not received measurements by the order date will not be ordered.

(f) Ordered clothing supplies shall be issued by June 30th and December 31st of each year, subject to supplier capability to fill said orders.

(g) Clothing quality and supplier contracts will be maintained by the Corporation from year to year. **Members of the Association shall be included in discussions on quality and supplier contracts.**

(h) All issued clothing, uniforms and equipment are the property of the Corporation. Upon replacement, request by the Fire Chief, or resignation or a member of the Association, such issue shall be returned to the Corporation.

(i) **Management and the Association shall meet annually, at the request of either party, to discuss potential inclusions or changes to supplied uniforms and equipment.**

7.2 The Corporation will repair or replace any article of uniform clothing damaged during regular duties other than normal wear and tear. The Fire Chief shall be responsible for deciding whether the clothing is to be repaired or replaced.

7.3 All Fire Department personnel must wear a uniform in conformity with the rules and regulations of the Department and as required by the standards of the Fire Chief.

7.4 In the year of an employee's retirement they will not be entitled to receive clothing as set out in this Article.

7.5 All uniforms and equipment shall be worn during working hours only or as approved by the Fire Chief.

7.6 Only Fire Department issued clothing shall be worn while on duty, with the exception of black socks, which shall be provided by the employee. Other apparel may be approved by the Fire Chief from time to time.

Article 8 - Accident. Sickness and Retirement

8.1 Employees off duty as a result of an accident or occupational illness incurred in the performance of their duties shall be provided with free hospitalization and medical care as provided by The Workplace Safety and Insurance Act of Ontario. While an employee is off work and receives WSIB benefits or Insurance at less than their regular full pay, they shall be paid the difference between WSIB payments and their normal earnings by the Corporation. Such payments by the Corporation shall continue only while the employee is on full WSIB benefits and shall terminate at such time as either an award for permanent disability is made to the employee by the WSIB or a period of one (1) year from the date of such accident or the employee returns to active employment whichever should first occur. Where any dispute arises relative to employees suffering from an accident occurring on duty, such dispute will be adjudicated under the procedure and regulations of the Workplace Safety and Insurance Act.

a) At the end of one (1) year, if an employee remains on WSIB benefits and is being paid at less than their normal earnings, they shall continue to be paid the difference between WSIB payments and normal earnings. Such difference shall be deducted from the employee's accumulated **sick leave allowance** and shall continue until the employee returns to active employment, or the employee's **accumulated sick leave allowance** is exhausted, or they are determined to be permanently disabled or no longer qualifies for WSIB benefits or scheduled retirement, whichever should first occur.

8.2 All present Fire Department personnel shall receive sick leave allowance at the rate of one and one-half (1 1/2) days per month. Absence of an employee, by reason of sickness or accident (other than sickness or accident in respect to which Workplace Safety and Insurance Board benefits apply) shall be for working days only and shall be deducted from the sick leave allowance or the accumulation thereof.

In the case of employee's death, the employee or beneficiary shall be entitled to receive an amount equal to one-half (1/2) the number of days accumulated to their credit not to exceed one-half (1/2) year's salary.

Upon termination of employment, the employee shall be entitled to receive an amount equal to one-half (1/2) the number of days accumulated to their credit not to exceed one-half (1/2) year's salary, except for the following provision that in the event of termination of employment by reason of discharge for cause, such termination shall not constitute a termination within the meaning of this Section. Pay out of sick leave allowance as setout shall be paid to all employees after seven

(7) years of employment.

8.3 This article does not provide sick pay for disability resulting from intentionally self - inflicted injury, war or injury sustained while committing or attempting to commit an assault or crime.

8.4 It is understood and agreed by the Association and the Corporation that all employees of the Fire Department shall be required as a condition of employment to become members of The Ontario Municipal Employees Retirement System on date of hire. Retirement age is sixty (60) years. The Corporation will ordinarily not extend employment after an employee's sixtieth (60th) birth date as a matter of policy except in cases of emergency, but in no case any longer than six (6) months.

8.5 Hospital-Medical Insurance. The Corporation shall pay one hundred (100) percent of the cost of premiums of the following plans for all employees:

1) Ontario Health Insurance Plan

2) Private Hospital Care

3) Extended Health Care, $ .35 Deductible Drug Plan. Maximum dispensing fee of $12.00 only if drugs are prescribed, dispensed and available in Woodstock for $12.00 or less. Generic drugs to be required unless doctor states in writing that the name brand is required.

   Surgical stockings limited to four (4) pair per year

4) Vision Care Plan, $500 every 2 years. Effective **January 1, 2023 - $550 every 2 years. January 1, 2024 - $600 every 2 years.**

5) Liberty Health #9, or equivalent Dental Plan, current O.D.A. Fee Schedule
   - Rider #3, Orthodontics $3,000 lifetime maximum.
   - Rider #4, Crowns
   - The Corporation shall pay one hundred (100) percent of the premium of Rider #3 and #4. Those eligible employees and their eligible dependents twelve (12) years of age or older will be governed by a nine (9) month turnaround time limit on their next dental checkup. Those employees with eligible dependents that are less than twelve (12) years of age maintain the six (6) month turnaround time limit for eligibility of their next dental checkup.

6) Hearing Aid Plan - $800 every three (3) years. **Effective January 1, 2023 - $850 every 3 years.**

7) Paramedical Services – January 1, 2017 - $50 per visit to an annual maximum of $700 per calendar year. Effective November 5, 2020 - $700 per calendar year with no per visit maximum.

8) Mental Health Benefit – Effective November 5, 2020 - $2000 annually with no per visit maximum for services provided by Clinical Psychologist, Social Worker, Psychotherapist, and Family Therapist. **Effective January 1, 2023 - $2250.**

9) Association to receive a copy of the Master Benefit Plan annually.

If there is a proposed change in any plan, it will be discussed with the Association before implemented.

(a) The following hospital medical insurance will be available to retirees from the date of their retirement to age 65. An employee with Family coverage at retirement will retain Family coverage to the employee's 65th birthday. The Corporation shall pay one-hundred (100) percent of the premium:

- Ontario Health Insurance Plan
- Extended Health Care, including .35 Deductible Drug plan and private hospitalization.

(b) The following dental benefit will be available to retirees, namely Liberty Health #9, or equivalent, current O.D.A. schedule, with the exception of Riders #3 or #4, as follows:

- With the exception of Riders #3 or #4, at 100% employer paid, up to age 65.

(c) Definition of retiree is an employee who is in receipt of an OMERS Pension, or, who has qualified for and is in receipt of OMERS Disability Waiver of Contributions.

(d) Such coverage will continue until age 65 or the retiree's death whichever occurs first, provided, equivalent coverage is not available through other sources and that such premiums are paid on or before the first day of each month or in accordance with other arrangements that may be made with the Corporation from time to time.

(e) In the event there is an improvement in a benefit set-out herein, retirees already in receipt of such benefits will be eligible to receive such improvement.

(f) At time of retirement, if a benefit set-out herein is available from other sources, and such coverage ceases, the retiree may apply for such benefit through the Corporation, provided at time of retirement the employee registered the sources of such benefit with the Corporation.

(g) Should an employee, at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements will not be available to the retiree at any time thereafter.

8.6 Group Life Insurance

It shall be a condition of employment that all employees of the Corporation shall be required to join in the Group Life Insurance Plan of the Corporation, for which the Corporation will pay one-hundred (100) percent of the cost of premiums. Insurance coverage shall be three (3) times annual salary with Accidental Death and Dismemberment (AD&D) coverage equal to the amount of life insurance coverage provided by the City.

(a) The Group Life Insurance provided in Clause 8.6 is subject to the terms and conditions of the Carrier providing such coverage.

(b) All employees at time of retirement shall receive a $2,000 paid-up Life Insurance Policy.

8.7 Accidental Death and Dismemberment (AD&D) / Line of Duty Death (LODD)

Effective November 5, 2020, the AD&D benefit plan will be supplemented with a death insurance benefit, in the event of a line of duty death due to occupational accident or disease as determined by the Workplace Safety Insurance Board. The following applies:

1. Benefit amount is equal to three times the Insured Person's annual earnings on date of accident.

2. There shall be no duplication of entitlement under the existing AD&D coverage.

3. The limitation that the loss must occur within one year after the accident does not apply under this clause, for retirees the determination by WSIB that it is an accident arising out of or in the course of employment is required for the claim to be eligible with respect to this coverage section 5.1 (a)* does not apply.

4. The limitation that a claim must be submitted within one year of death does not apply under this clause, claims will be considered while this policy is in force, once cancelled there is no consideration for claims despite date of incurral.

5. The claim must be submitted within one year from the date of WSIB's decision that the claim was due to an occupational disease or gradual onset disablement.

6. Assuming that all previous conditions have been satisfied, the death claim will be paid regardless of the date of death.

7. For occupational diseases that develop over time, the Insured member must have been covered as an active member prior to retirement or leaving the employ of the policyholder. Benefit amount payable shall be the amount in effect at the time the occupational disease was diagnosed.

*Section 5.1 (a) as referred to in the Insurance Carrier Benefit Policy.

Article 9 – Health Care Spending Account

9.1 Effective January 1, 2021, a Health Care Spending Account shall apply to retirees between the ages of 65 and 75 who retire on or after January 1, 2021, with the following conditions:

(a) Applicable to eligible retired employees and spouses to a combined maximum of $2500 per year;

(b) Those eligible 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;

(c) 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;

(d) Non-cumulative. 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; and,

(e) No survivor benefits.

Article 10 - Appointments, Promotions and Layoffs

10.1 In cases of promotions as between Fire Fighters, other than appointments to positions outside the scope of the bargaining unit, the following factors will be considered:

1. Skill, competence, efficiency, merit, training, physical fitness, initiative and leadership qualities;
2. Divisional Seniority;

3. Departmental Seniority.

Where the factors in 1 and 2 are relatively equal, factor 3 will govern. In the evaluation of factor 1, the Fire Chief will be the judge, provided however, that if an employee believes that a proper consideration of their skill, competence, efficiency, merit, training, physical fitness, initiative and leadership qualities has not been given, they may file a grievance claiming that the Fire Chief acted in an arbitrary, unfair or unfairly discriminatory manner.

10.2 In the event of reduction in staff of any Division, for which notification of same will be made by posting on the notice board for not less than ten (10) days prior to the date on which the reduction is to take place, lay-off shall take place in the inverse order of Divisional Seniority. That is to say that the least senior employees shall be laid off first, and if they already possess the required qualifications and have worked previously for a continuous period of not less than six (6) months in another Division, they may bump any person with less Departmental Seniority in the other Division. Recall shall be a reversal of the lay-off process.

10.3 (a) Divisional Seniority shall mean the length of continuous service, within a particular Division of the Woodstock Fire Department, said Divisions being defined as follows:

Fire **Suppression**
Fire Prevention
Fire Training

(b) Departmental Seniority shall mean the length of continuous service within the Woodstock Fire Department from the date employment commenced within the Department. Former employees re-entering the service after continuity of service has been broken for any reason (Her Majesty's Service excepted) shall be considered new employees, and seniority shall start as of the date they re-enter the service.

10.4 A seniority list shall be prepared by the City in January of each year and a copy shall be forwarded to the Association.

10.5 An employee transferring from one Division to another will be placed on six (6) months' probation, during which time if unable to perform satisfactorily, or desires to transfer back to former position, may do so within such six (6) month period. Such probationary period may be extended for a further period of up to six (6) months by mutual agreement of both parties.

(a) Any employee hired, promoted or transferred to fill such vacancy will be laid-off or transferred back to position held at time of promotion or transfer. Such service shall not be credited as divisional seniority within that Division but shall be credited back to the Division in which employees transferred back to.

Article 11 - Job Posting

11.1(a) (i) When a vacancy occurs, other than the entry level position of a Probationary Fire Fighter or Probationary Public Information Coordinator, such a position shall be posted on all Fire Department Bulletin Boards for a minimum of twenty (20) working days prior to filling the position in order that all employees will know about the position and be able to make written application.

(ii) In the case of a vacancy at the entry level, that being the **Probationary Fire Fighter** or the Public Information Coordinator such a position(s) will be simultaneously posted internally and externally. The internal posting shall be governed by the foregone language in Article 11.1(a)(i). The external advertising of such a position(s) shall be governed at the discretion of Management but will

not occur before the internal posting has commenced.

(iii) In the filling of these jobs, the Corporation shall not be limited to selecting employees who have made application, the Corporation shall be subject to the same limitations as set forth in Article 10 relating to cases of promotion. The Human Resources Department will notify the successful applicant, by letter, and will thereafter post the names of the successful applicant(s).

11.1(b) Vacancies in the positions of Captain and Lieutenant in the Fire **Suppression** Division will be filled within one-hundred twenty (120) calendar days, of becoming vacant, to maintain a minimum officer complement, within such Division, of four (4) Captains and eight (8) Lieutenants.

11.2 Vacancies and new positions shall not include temporary positions nor those positions that are planned to last less than six (6) months.

11.3 Information on Posting

The following minimum job description shall be provided:

- Nature of position, qualifications, required knowledge and education, skills, shift and salary rate.

These qualifications may not be established in an arbitrary or discriminatory manner **but may be updated to reflect current accepted standards within Ontario Fire Service**.

Article 12 - Grievance Procedure

12.1 As it is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible, the Association shall appoint a Grievance Committee of three (3) members and shall file notice annually with the Corporation the names of the employees serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the same Grievance Committee which might take place from time to time. Any difference between the parties to the Agreement relating to the interpretation, application or administration of the Agreement, including a question as to whether a matter is arbitral and any question as to whether the suspension, discharge or other discipline of an employee is reasonable may constitute a grievance and shall, at the request of either party, be dealt with as follows provided that the time limits specified herein may be extended by mutual consent. No employee or group of employees shall be permitted to lodge a grievance with the council or any member of the council. All grievances must be in writing and filed with the Chief within one hundred twenty (120) hours of alleged grievance.

Stage 1: The grievor(s) or Association shall take the matter up with the Chief of the Department and the Chief shall advise the grievor(s) or Association of their decision within five (5) business days of the filing of the grievance. If the decision of the chief is not satisfactory to the grievor(s) or Association at this stage the grievor(s) or Association shall, within forty-eight (48) hours of having been notified of the decision, proceed to Stage 2.

Stage 2: The grievor(s) or Association shall take the matter up with the Grievance Committee. The Grievance Committee shall give due consideration to the grievance and shall, within forty-eight (48) hours of having been notified of the grievance, advise the grievor(s) or Association of its decision. If the Grievance Committee has satisfied itself that there is just cause for a

grievance the Grievance Committee accompanied by the grievor(s) or the Association shall, within forty-eight (48) hours of having advised the grievor(s) or Association of its decision, proceed to Stage 3.

Stage 3: The Grievance Committee accompanied by the grievor(s) or the Association shall take the matter up with the Chief Administrative Officer and the Chief Administrative Officer shall advise the Grievance Committee of their decision within ten (10) business days of filing of the grievance. If the decision of the Chief Administrative Officer is not satisfactory to the Grievance Committee at this Stage the Grievance Committee and the grievor(s) or the Association shall within forty-eight (48) hours of being notified of the decision, proceed to Stage 4.

Stage 4: If the decision of the Chief Administrative Officer is not satisfactory to the Grievance Committee at Stage 3, the Grievance Committee shall, within five (5) days of notification of the decision of the Chief Administrative Officer have the matter referred to arbitration as provided in **The Fire Prevention and Protection Act, 1997 as amended**.

12.2 Should any difference arise between the Corporation and the Association as to the interpretation, application or alleged violation of the provisions of this agreement affecting the association as such or the employees as a whole, the Association shall have the right to initiate a grievance at Stage 3 of the Grievance Procedure.

12.3 At Stage 3, and thereafter, the Grievance Committee may be accompanied by a representative of the Provincial Body, and a Solicitor or other individual whose presence is requested by the Grievance Committee and the Chief Administrative Officer may similarly be accompanied by a Solicitor or other advisors.

12.4 In this Article the terms "hours" and "days" shall be taken to exclude Saturdays, Sundays and Statutory Holidays.

12.5 All replies to grievances shall be in writing.

12.6 In any discharge or discipline grievance, an arbitration board or single arbitrator shall have the power to dispose of the grievance by any arrangement which in the opinion of the arbitrator or board is deemed to be just or equitable.

Article 13 - Salaries

13.1 Upon the signing of this collective agreement, the salaries to be paid under this Agreement shall be those set out below:

FIRE SALARY SCHEDULE				
CLASSIFICATION / DIVISION	**% of 1st CLASS FIRE FIGHTER**	**JANUARY 2022 (2%)**	**JANUARY 2023 (2%)**	**JANUARY 2024 (2%)**
FIRE SUPPRESSION				
Probationary (1-12 months)	60%	64,329	65,615	66,927
4th Class	70%	75,050	76,551	78,082
3rd Class	80%	85,771	87,487	89,237
2nd Class	90% *	96,493	98,423	100,391
1st Class	100%	107,214	109,359	111,546
Lieurenant	110%	117,936	120,294	122,700
Captain	116%	124,369	126,856	129,393
FIRE PREVENTION				
Probationary Public Info Coordinator (1-12 months)	62.5%	67,009	68,349	69,716
4th Class Public Info Coordinator	65%	69,689	71,083	72,505
3rd Class Public Info Coordinator	70%	75,050	76,551	78,082
2nd Class Public Info Coordinator	75%	80,411	82,019	83,659
1st Class Public Info Coordinator	80%	85,771	87,487	89,237
Probationary Fire Inspector (1-**12** months)	60%	64,329	65,615	66,927
4th Class Fire Inspector	70%	75,050	76,551	78,082
3rd Class Fire Inspector	80%	85,771	87,487	89,237
2nd Class Fire Inspector	90%	96,493	98,423	100,391
Fire Inspector	107%	114,719	117,014	119,354
Probationary Fire Prevention Officer	110%	$117,936	120,294	122,700
Captain - Fire Prevention Officer	116%	$124,369	126,856	129,393
FIRE TRAINING				
Probationary Fire Training Officer	110%	$117,936	120,294	122,700
Captain - Fire Training Officer	116%	$124,369	126,856	129,393
*** Fire Supression hired prior to January 1, 2021 shall receive 95% of 1st Class Fire Suppression wage ($101,853).**				

13.2 New employees shall be deemed to be Probationary until a period of twelve (12) calendar months, or an additional period of twelve (12) months has elapsed from the commencement of employment with the Corporation during which period the discharge of such Probationary employees shall not be subject to the provisions of the Grievance Procedure.

(a) An employee transferring from one Division to another will not suffer any loss or reduction in pay, except where such transfer is requested by the employee to a previously held position in that division, if that position is available.

(b) (i) For a new employee, advancement in the Fire Prevention Division shall conform to the provisions of Clauses **13.3** and **13.4**.

(ii) In the case of a Fire Fighter below the rank of 1st Class or holding the rank of, in the Fire **Suppression** Division who is promoted to or elects to transfer to fill a vacancy in the Fire Prevention Division as Fire Inspector said employee shall be placed on the next higher salary classification of Fire Inspector and the date of such promotion and/or transfer shall be claimed to be the anniversary date for advancement through the ranks until the position of Fire Inspector is reached.

(iii) When the rank of Fire Inspector has been reached, there will be no further advancement until a vacancy for Fire Prevention Officer occurs. Such advancement shall be as provided for in Article 10.

(iv) In the case of a Fire fighter below the rank of 4th Class or holding the rank of 4th Class, in the Fire **Suppression** Division who is promoted to or elects to transfer to fill a vacancy in the Fire Prevention Division as Public Information Coordinator, said employee shall be placed on the next higher salary classification of Public Information Coordinator and the date of such promotion and/or transfer shall be claimed to be the anniversary date for advancement through the ranks until the position of 1st Class Public Information Coordinator is reached.

13.3 Upon successful completion of the probationary period and successful completion of a qualifying examination conducted under the direction of the Fire Chief, probationary employees shall be advanced to the position of Fourth Class **within their respective Division** and salary increments shall become effective on the first day of the calendar month following.

(a) Failure to qualify for advancement to Fourth Class shall result in dismissal or additional three (3) month periods of employment as a probationary employee and re-examination at the discretion of the Chief.

13.4 Advancement to Third Class, Second Class and First Class Fire Fighter shall be conditional upon completion of twelve (12) consecutive months of service in each respectively named Class and successful completion of a qualifying examination conducted under the direction of the Chief at the end of each such twelve (12) month period. Salary increments in all cases shall become effective on the first day of the calendar month following such advancement.

(a) Failure to qualify for advancement to the next Class, shall result in further period or periods of three (3) months service and re-examination at three (3) month intervals until successful completion of qualifying examination.

13.5 Recognition Pay

Recognition pay shall be awarded to all classification, as follows:

3% after 8 years of service
6% after 17 years of service
9% after 23 years of service

Effective November 5, 2020, recognition pay shall be included in statutory or declared holiday wages.

13.6 All hours worked, beyond the normal hours of work as described in Article 4, shall be considered as overtime and paid in monies at the rate of time and one-half.

13.7 An employee who is called in to work outside the normal hours of work as described in Article 4, other than for scheduled overtime work shall be paid in monies:

(a) a minimum of three (3) hours at his overtime rate; or
(b) at their applicable overtime rate for the time worked on the call back, whichever

is greater.

13.8 Mileage Allowance. Employees requested to operate their personal vehicle on City business shall be paid such mileage in accordance with City Council's Policy providing for payment of such allowance.

13.9 Any member required to be scheduled for standby will be paid at the rate of **two hundred three** dollars **($203.00)** per week for each week that the member is scheduled for such standby. This article does not apply to callback.

13.10 The Corporation shall pay the medical expenses required for the maintenance of the Class D driver's license to a maximum of **$140** effective **upon ratification**.

13.11 Hours worked by an employee in accordance with Clause 13.6 and 13.7 may be banked, at a rate of one-half, for use in accordance with Department Policy.

Article 14 - Leave of Absence

14.1 The President and any two (2) executive members of the Association shall be granted such leave of absence without pay as may be necessary for the proper performance of their duties insofar as the regular operation of the service of the Fire Department will permit at the discretion of the Fire Chief. Leave of absence without pay may be granted to any member of the Association.

14.2 Members of the Association Executive, including the Occupational Health and Safety Committee **and any other member of the Association that the President appoints and believes is performing Association business** will be granted up to a total of **twelve (12),** twelve (12) hour days with pay, per calendar year to attend conventions, seminars and health and safety meetings and any other Association business. Such time away from work shall not directly cause overtime to be incurred by the City. The Association shall provide one month's worth of notice **unless otherwise approved by the Fire Chief or designate.** The Fire Chief or designate shall allow such members to be absent from work, providing they determine that operational requirement permit such absence.

14.3 Bereavement Leave

In the case of the death in the immediate family, consisting of spouse, son, daughter, father or mother, guardian, brother or sister and mother-in-law or father-in-law, grandchildren, stepchildren or stepparents, the employee shall be given a paid leave of absence for five (5) days. The five days can be taken any time provided the days taken are within four calendar days of the funeral. Bereavement leave may be used for any of the following: celebration of life, memorial, funeral, or other services as agreed to by the parties.

i) In the case of the death of relations consisting of grandfather or grandmother, brother-in-law, sister-in-law, grandparents-in-law, son/daughter-in-law, the employee shall be given a paid leave of absence for three (3) days. The three days can be taken any time provided the days taken are within four calendar days of the funeral.

ii) In the case of the death of relations consisting of Uncle or Aunt, the employee shall be given leave of absence for the day of the funeral, provided they were scheduled to work on the day of the funeral, and they attend the funeral service or memorial service.

iii) It shall be the employee's responsibility to notify or cause to be notified the Fire Chief or designate as soon as possible following such bereavement. Alterations can be made to the days taken as indicated above if approved by the Fire Chief or designate.

When requested at time of death, one of the days may be saved to an agreed upon later date. If any of these days fall during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

a) Pallbearer Leave: One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

The Association president or their representative shall be allowed up to four (4) hours to attend the funeral of an employee covered by this Agreement.

14.4 Pregnancy, Parental and Adoption Leave

An employee shall qualify for maternity, parental and adoption leave in accordance with the Employment Standards Act, 2000. During such leave seniority shall continue to accrue but such periods of leave shall not count towards probationary periods. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental leave. Benefits shall be maintained by the Corporation during the Pregnancy and/or Parental leave. All other benefits shall be in compliance with the Employment Standards Act. Adoption leave shall be granted in the same manner as parental leave.

Article 15 - Jury Duty or Court Witness

15.1 Any employee who is required to serve on a jury or as a court witness shall be paid their regular salary for the time lost from their regular scheduled work shift by reason of such service, subject to the following provisions:

(a) Employees must notify their immediate supervisor within a reasonable time after receipt of notice of selection for jury duty or court witness;

(b) Employees called for jury duty or as a court witness and who are temporarily excused for attendance at Court during working hours must report for work within a reasonable time;

(c) The employee must provide a written statement from the appropriate public official showing the date and time served and turn over to the Corporation the amount of pay or fees received for their service. Failure to do so will result in no pay for the time absent from work.

(d) No such payment shall be made to any employee under the provisions of this Article when such leave is solely in the cause of the employee involved.

Article 16 - Pay for Acting Rank

16.1 Each employee who is required, by authority of the Chief of the Fire Department, to act in the capacity of an officer shall be paid the rate of such office in respect of all days thus worked.

Article 17 - Legal Fees

17.1 Where an employee is charged under The Criminal Code, the Highway Traffic Act or any other Statute or Act for any offence arising in the performance of their duties, the Corporation shall reimburse the employee for any reasonable legal fees incurred in defending any such charge or charges if the employee is ultimately acquitted of or has withdrawn against them all charges flowing from such incident. The Corporation shall have the right to have the said fees approved by its counsel or assessed pursuant to the Solicitors' Act prior to payment of same.

Bill 103, (An Act to provide firefighters with protection from personal liability and indemnification for legal costs), to become attached and form part of the collective agreement.

Article 18 - Job Preservation

No **qualified** employee covered by this agreement shall suffer loss of employment within the Fire Department, loss of pay or be demoted or laid off as a result of work customarily performed by employees under this agreement being performed by any person outside of the bargaining unit.

Article 19 - **Staffing**

There shall be a minimum of forty (40) Firefighters in the **Fire Suppression Division**. A lieutenant shall be assigned in Station 1 who shall be in charge of the second vehicle and shall be paid at the Lieutenant rate.

Article 20 - Contracting Out

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

Article 21 - Duration

21.1 This Agreement as heretofore agreed shall become effective upon signing of this collective agreement. This Agreement shall continue in effect until December 31st, **2024**. Thereafter it shall be automatically renewed from year to year thereafter unless within a period of not more than sixty (60) days and not less than thirty (30) days prior to the 31st day of December, **2024** or prior to the expiry date in any year, subsequent thereto, either party proposing to change or alter this agreement shall give to the other party written notice of such requested changes or alterations in this agreement and both parties shall, thereupon, negotiate in good faith with respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this Instrument to be executed by its proper officers hereunto duly authorized this the **31st day of March 2022**.

Signed, Sealed and Delivered in the presence of

) **THE CORPORATION OF THE CITY**
) **OF WOODSTOCK**
)
)
) Connie Lauder
Mayor Acting- Connie Lauder
)
)
)
City Clerk
)
)
)
) **THE WOODSTOCK PROFESSIONAL**
) **FIRE FIGHTERS' ASSOCIATION**
)
)
)
President
)
)
)
Secretary

Letter of Agreement

Between

Corporation of the City of Woodstock

And

The Woodstock Professional Firefighters Association Local 477

RE: Fire Suppression Officer Promotional Policy

The parties agree to the implementation of the City of Woodstock Fire Department Policy 6.2 – Fire Suppression Officer Promotional Policy, effective April 13, 2021. Changes to this Departmental Policy shall be agreed to by the Woodstock Fire Chief (or designate) and the Woodstock Professional Firefighters Association.

Without precedent or prejudice, it is agreed and understood that the above referenced Policy will form part of the current collective agreement between the Woodstock Professional Firefighters Association and the Corporation of the City of Woodstock, and the agreed version of said policy is signed by both the Fire Chief and the Association.

For the Association
Jason Barnes

For the Corporation
Laird Crooks

Letter of Agreement

Between

Corporation of the City of Woodstock

And

The Woodstock Professional Firefighters Association Local 477

RE: Callback of Off Duty Personnel

The parties agree to the implementation of the City of Woodstock Fire Department SOP 2.2.2 – Callback of Off Duty Personnel. Changes to this Departmental SOP shall be agreed to by the Woodstock Fire Chief (or designate) and the Woodstock Professional Firefighters Association.

Without precedent or prejudice, it is agreed and understood that the above referenced SOP will form part of the current collective agreement between the Woodstock Professional Firefighters Association and the Corporation of the City of Woodstock, and the agreed version of said policy is signed by both the Fire Chief and the Association.

For the Association
Jason Barnes

For the Corporation
Laird Crooks

Letter of Agreement

Between

Corporation of the City of Woodstock

And

The Woodstock Professional Firefighters Association Local 477

RE: Acting Officer Policy

The parties agree to the implementation of the City of Woodstock Fire Department Policy 2.8 – Acting Officer Policy. Changes to this Departmental Policy shall be agreed to by the Woodstock Fire Chief (or designate) and the Woodstock Professional Firefighters Association.

Without precedent or prejudice, it is agreed and understood that the above referenced Policy will form part of the current collective agreement between the Woodstock Professional Firefighters Association and the Corporation of the City of Woodstock, and the agreed version of said policy is signed by both the Fire Chief and the Association.

For the Association
Jason Barnes

For the Corporation
Laird Crooks

Letter of Agreement

Between

Corporation of the City of Woodstock

And

The Woodstock Professional Firefighters Association Local 477

RE: Potential New Command Structure

The parties agree that during the term of this Collective agreement, management and the Association will meet to discuss the potential implementation of a new command structure.

For the Association
Jason Barnes

For the Corporation
Laird Crooks