



2023-2026 Collective Agreement BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

KITCHENER, ONTARIO

JANUARY 1, 2023 - DECEMBER 31, 2026

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**2023 – 2026 COLLECTIVE AGREEMENT**

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter called the “Employer”)

OF THE FIRST PART:

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION

OF THE SECOND PART:

WHEREAS the Parties hereto have agreed to enter into these presents for the purpose of more effectually defining duties, benefits, working conditions and remuneration respecting the employment of Full-Time Employees of the Employer hereinafter defined in Article 1:01.

For purposes of this Agreement the words “non-firefighting” and when so referenced shall be read to mean “technician” as referenced in the Fire Protection and Prevention Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1 EMPLOYEES COVERED**

1:01 The provisions of this Agreement shall apply to all Full-Time Fire Fighters, Full-Time Communication Operators, Full-Time Communication Officers, Full-Time Mechanics, Full-Time Alarm Technicians, Full-Time Direct Detect Coordinator/Technician (and all other positions referenced in Article 1:03) of the Kitchener Fire Department with the exception of the Fire Chief and the Deputy Chief.

The Corporation may appoint an employee to act in a position outside the bargaining unit for a period of up to one year.

If an employee accepts a transfer to a temporary position outside of the bargaining unit, the employee shall retain the right to return to his/her position in the bargaining unit following the completion of the temporary assignment. If the employee returns to the bargaining unit, they shall retain the seniority accumulated up to the date of leaving the bargaining unit and will be credited with seniority for the period of time accumulated in the temporary assignment.

During the time outside the bargaining unit, the employee shall not be actively involved in the administration of discipline to bargaining unit members.

1:02 Each new Full-Time Fire Fighter shall be deemed to be a Recruit Firefighter during recruit class and Fifth (5th) Class Fire Fighter (probationer) for the remainder of the first twelve (12) consecutive months of their employment and the provisions of this Agreement shall apply to Recruit and Fifth (5th) Class Fire Fighters, only if and where specifically provided for herein, as in accordance with Clause 11:01.

Full-Time Employees from the Non-Firefighting positions shall be on probation for the first twelve (12) consecutive months of their employment, and no dispute as to discharge of such probationary Full- Time Employee shall be considered under Article 15 or 16 of this Schedule, or otherwise, subject to the requirements of the Fire Protection and Prevention Act.

1:03 “Firefighter” means any full-time employee as defined by the Fire Protection and Prevention Act. “Non-firefighting positions” are full-time employees assigned to duties other than firefighting duties as defined by the Fire Protection and Prevention Act.

“NRA 60 positions” mean full-time employees in the following positions: Chief Fire Prevention Officer, Assistant Chief Fire Prevention Officer, Fire Prevention Officer, Training Director, Training Officer, Platoon Chief, Assistant Platoon Chief, Captain, 1st Class Fire Fighter, 2nd Class Fire Fighter, 3rd Class Fire Fighter, 4th Class Fire Fighter, 5th Class Fire Fighter, **Master Mechanic**, Public Education Officer.

“NRA 65 positions” mean full-time employees in the following positions: **Chief of Communications**, Communications Officer, Communications Operator, Non-Fire Fighter Mechanic, **Non-Fire Fighter Master Mechanic**, Emergency Vehicle Technician, Fire Alarm Technician, Direct Detect Coordinator/Technician.

“Duty Day” means:

- a) suppression division - a 12-hour period beginning at 07:00-19:00 or 19:00-07:00, during a 42-hour work week.
- b) communications division – a 10-hour period beginning at 07:00 – 17:00 or a 14-hour period beginning at 17:00 – 07:00, during a 42-hour work week.
- c) training division – a 10-hour workday during a 40-hour work week, effective January 1, 2024, all new hires and/or transfers and/or promotions work a 10.5-hour workday during a 42-hour work week.
- d) all other divisions – (i) for current employees a 10-hour workday during a 40-hour work week, and (ii) for all employees hired or promoted into these divisions after January 1, 2019 a 10.5-hour workday during a 42-hour work week.

“vacation week” means:

- a) suppression division – the two consecutive 24-hour shifts that surround the 2 calendar days off (24-hour shift +48 hours off +24 hour shift = 1 vacation week)
- b) communications division – four consecutive duty days (with respect to the Vacation Selection LOU-6 dated May 20, 1998 for the communications division four consecutive duty days also equates to a “shift” and a “vacation period”).

- c) training division – a 40-hour work week, **effective January 1, 2024, all new hires and/or transfers and/or promotions work a 10.5-hour weekday during a 42-hour work week.**
- d) all other divisions – (i) for current employees a 40-hour work week, and (ii) for all employees hired or promoted into these divisions after January 1, 2019, a 42-hour work week.

**ARTICLE 2 RECOGNITION**

2:01 The Employer recognizes the Party of the Second Part (through its duly accredited Negotiating Committee) as the exclusive negotiating agent for all Full-Time Fire Fighters, Full-Time Communication Operators, Full-Time Communication Officers, Full-Time Mechanics, Full-Time Alarm Technicians, Full-Time Direct Detect Coordinator/Technician (**and all other positions referenced in Article 1:03**) covered by this Agreement.

The terms and conditions of employment of Part-Time Communication Operators are as documented in the Letter of Understanding-9 dated 24th February 1998.

2:02 All Full-Time Fire Fighters, Full-Time Communication Operators, Full-Time Communication Officers, Full-Time Mechanics, Full-Time Alarm Technicians, Full-Time Direct Detect Coordinator/Technician who are now members shall remain members and any new Full-Time Fire Fighter, Full-Time Communication Operators, Full-Time Communication Officers, Full-Time Mechanics, Full-Time Fire Safety Inspectors, Full-Time Alarm Technicians, Full-Time Direct Detect Coordinator/Technician and shall become a member of the Kitchener Professional Fire Fighters’ Association and shall remain a member as a condition of their continued employment, to contribute to the said Association an equivalent contribution to such dues and assessment as from time to time are authorized, levied and collected from the general membership of the said Association.

2:03 The Employer shall withhold from the salaries or wages of all Full-Time Fire Fighters, Full-Time Communication Operators, Full-Time Communication Officers, Full-Time Mechanics, Full-Time Alarm Technicians, Full-Time Direct Detect Coordinator/Technician the assessment and dues levied against the Full-Time Fire Fighters by the Association and shall transmit such dues and assessments to the Association monthly. The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and received.

2:04 The Employer shall be notified in writing thirty (30) days prior to any required change in deductible assessments or dues.

### ARTICLE 3 DISCRIMINATION

- 3:01 The Employer shall not discriminate against any Full-Time employee for lawful Association activities upholding their principles or serving on a committee of the Association, or any organization affiliated therewith.
- 3:02 The Employer and the Association are committed to working with employees to achieve and maintain a work environment free from violence, threats of violence, intimidation, bullying, sexual harassment and other disruptive behaviour and to promote a workplace place in which there is respect for employees and the public.

### ARTICLE 4 DUTY HOURS

- 4:01 a) All Full-Time Fire Fighters and Communications Operators/Officers of the Department shall have a duty tour of forty-two (42) hours per week, average, on a two-platoon system, except as herein provided.
- b) For all Communications Operators/Officers, the tour of duty shall consist of four (4) consecutive duty days/nights which will entail working two (2) ten (10) hour days followed immediately by working two (2) fourteen (14) hour nights. These four (4) duty days/nights shall be immediately followed by four (4) days off, after which the aforementioned duty days/nights will repeat.
- c) All Full-time Firefighters of the department in the suppression division shall work a 24-hour shift schedule as defined in the attached LOU-1.
- 4:02 a) The following classifications shall work forty (40) hours per week
- Chief Fire Prevention Officer;
  - Assistant Chief Fire Prevention Officer;
  - Fire Prevention Officer;
  - Public Education Officer;
  - Training Director;
  - Training Officer
  - Master Mechanic/
  - Firefighter Mechanic/
  - Firefighter Mechanic
  - Emergency Vehicle
  - Technician Direct Detect
  - Coordinator/Technician
  - Fire Alarm Technician
- b) Effective Jan 1, 2019, New Hires and/or Transfers and/or promotions to the positions noted in 4:02 shall work 42 hours per week. **Effective 30 days following ratification of the 2023-2026 Collective Agreement, Training Director and Training Officers shall work 42 hours per week.**

4:03 The granting of requests for changes in shifts or days off shall be at the discretion of the Fire Chief or, in the absence of the Fire Chief, the Deputy Chief or their Management Designate.

4:04 The occupation of and the use of off-duty time by a Full-Time employee when not in uniform and not on duty, shall not be subject to any restrictions by the Employer.

4:05 a) It is understood by both Parties that all Full-Time employees may be required to work overtime in excess of their regularly scheduled hours. When overtime in excess of thirty minutes occurs, the Full-Time employees will be compensated for overtime hours worked at one and one half (1 ½) times their pro-rated basic hourly rate in effect at the time the overtime is worked.

The pro-rated hourly rate of the Full-Time employee's salary working a 42-hour work week will be computed by dividing the Full-Time employees' basic annual salary by 2190.

b) The pro-rated hourly rate of the Full-Time employee's salary working a 40-hour work week will be computed by dividing the Full-Time employees' basic annual salary by 2080.

c) A Full-Time employee may request to be compensated for all or part of the overtime by taking time off duty, provided the time off in lieu of overtime will be limited to sixty-four (64) hours per calendar year and will be taken at a time approved by the Fire Chief and/or Deputy Chief or their Management Designate, which approval will not be unreasonably withheld taking into consideration work to be performed and scheduling requirements. In computing the time off to which the Full-Time employee is entitled by reason of working overtime or on call-in, the Full-Time employee is entitled to one (1) hour for each hour of pay (at regular straight time rate) to which the Full-Time employee would have been entitled in respect of such overtime if they elected to be paid in money as opposed to payment in time off.

d) Overtime compensation may be carried forward from year to year as follows:

Full-time employees may carry over a maximum of two (2) weeks of regular hours. Such carry-over hours to be taken as paid time off only and are not otherwise available for pay out.

#### 4:06 Callback and Recall

Every Full-Time employee who is called out to report for duty at any time that is not within one (1) hour of the commencement of their regular scheduled shift, shall be paid at the rate of overtime pay with a minimum, for each call out of three (3) hours at time and one half (1 ½). The overtime period shall be from the time the Full-Time employee reports for duty until their release or until the commencement of their regular shift,

whichever first occurs. Recall is defined to have the same meaning in Part IX, Section 43, Subsection 7 of the Fire Protection and Prevention Act.

An on-call person who is contacted via the telephone and/or pager or who is called out to report for duty at any time that is not within one (1) hour of the commencement of their regular scheduled shift shall be paid as follows:

An on call person who is contacted while off duty, via the telephone and/or pager and are required to respond to a location to conduct further work beyond the answering of the telephone call and/or page, the on call personnel will be compensated for a minimum of three (3) hours pay at the rate of time and one-half (1 1/2). Multiple calls received during this period will not be treated as separate calls unless released. For the purposes of this agreement, release is to mean when an employee has completed the call and has left the jobsite. The overtime period shall be from the time they reports for duty until their release or until the commencement of their regular shift, whichever first occurs.

- 4:07 **Effective January 1, 2024**, any Full-Time employee required to be scheduled for standby will be paid at the rate of **two hundred and fifty dollars (\$250)** per week for each week that the Full-Time employee is scheduled for such standby

When the Chief Fire Prevention Officer, Master Mechanic and Chief of Communications are scheduled to be on standby as demonstrated by the posted schedule, they shall be entitled to the premium as set out in this Clause. It is understood that when these three positions are not scheduled on standby, it is expected that they may be subject to being called out as a consequence of emergency situations, in which case they will receive compensation for the work performed, but will not receive any standby premium.

- 4:08 When personnel are required to transfer to another platoon/division, a minimum of 21 days' notice must be provided by Fire Management. Short term replacements will be excluded from the 21 days' notice.

- 4:09 **If the need arises where staff are required on a different platoon for more than four (4) weeks, the Corporation in consultation with the Association, may request a firefighter to volunteer to transfer platoons by providing a minimum of one week's notice, subject to article 4:01. In the event that there are no volunteers, the Corporation may temporarily transfer the least senior firefighter.**

**Upon material change in staffing or recruitment, the transferred firefighter will have the option to return to their original platoon.**

## **ARTICLE 5 VACATIONS**

- 5:01 All Full-Time employees of the Department shall be granted two (2) weeks' vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:03.

All Full-Time Mechanics, Full-Time Alarm Technicians, Direct Detect Coordinator/Technician of the Department shall be granted two (2) weeks' vacation with pay in each calendar year on completing one (1) full year of service, except as modified under Clause 5:03. One (1) weeks' vacation shall mean four (4) consecutive duty days

5:02 All Full-Time employees of the Department on completing five (5) years of continuous service, shall be granted three (3) weeks' vacation in each calendar year; on completion of ten (10) years of continuous service, shall be granted four (4) weeks' vacation in each calendar year; on completion of sixteen (16) years of continuous service, shall be granted five (5) weeks' vacation in each calendar year; on completion of twenty-four (24) years of continuous service, shall be granted six (6) weeks' vacation in each calendar year.

5:03 Full-Time employees engaged after the 1st of January, shall be granted 2/3 of a day vacation for each month of service. Entitlement of 2/3 of one (1) day vacation for each month of service will be assigned to the nearest whole day.

A month of service shall be interpreted to mean that Full-Time employees commencing employment up to and including the fifteenth (15th) day of the month shall be credited with that month of service for vacation purposes. Full-Time employees commencing employment following the fifteenth (15th) of the month shall not be credited with that month of service.

5:04 Vacation will not be accumulated for any Full-Time employee. The choice of vacation period(s) for individual Full-Time employees will be as per the vacation schedule mutually agreed upon by the Parties to this Agreement.

5:05 To receive a pay advance for vacation, a Full-Time employee shall make a request to the Fire Chief or their Management Designate in writing four (4) weeks in advance of the date the pay cheque is required. The City's Chief Financial Officer, Financial Services must be notified of this request three (3) weeks in advance of the date the cheque is required. All vacation cheques to cover the pay period falling within the vacation period only.

5:06 This Article does not apply to Full-Time employees in receipt of Long-Term Disability benefits.

5:07 All Full-Time active and non-active (i.e. sick leave, WSIB, etc.) employees shall schedule their vacation entitlements prior to their retirement date. A Full-Time employee's final salary payment at retirement shall not be increased as a result of unused vacation credits.

5:08 a) As per the vacation schedule mutually agreed upon by the parties to this Agreement, vacation picks performed by the Suppression Division will be held in a platoon meeting specifically held for that purpose. See agreed to Letter of Understanding-7 as amended in **2023**

b) As per the vacation schedule mutually agreed upon by the parties to this Agreement, vacation picks performed by the Communications Division will be held in a platoon meeting specifically held for that purpose. See agreed to Letter of Understanding-6.

**ARTICLE 6 STATUTORY HOLIDAYS**

6:01 All Full-Time Fire Fighters in the Fire Fighting and Communications Divisions of the Department shall be granted four (4) consecutive duty days in lieu of four (4) Statutory Holidays plus one (1) day's pay to a maximum of nine (9) days, payable on the last pay period in November, at the rate of pay applicable to them at that time. The day's pay to be calculated at one-one hundred and eighty second. (1/182)

6:02 For the purpose of Clause 6:01 Statutory Holidays shall mean the following:

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

6:03 All Full-Time employees not on a two-platoon system shall take each statutory holiday on the date on which it falls, unless it falls on the Full-Time employee's day off, in which case they will take it on the following working day, unless otherwise arranged with the Fire Chief. No additional payment will be made in lieu of time off for a statutory holiday.

6:04 For the purpose of Clause 6:03 Statutory Holidays shall mean the following:

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

An additional paid Holiday called a Lieu Holiday shall be granted subject to the following qualifications:

Must be taken during the calendar year.

Failure to take the Lieu Holiday forfeits all entitlements to the Holiday.

Will not apply to Full-Time Fire Fighters with less than six (6) months continuous service.

6:05 Full-Time employees in the Suppression and Communications Divisions commencing employment after January 1st or terminating employment before December 31st shall receive, in lieu of Statutory Holidays, one (1) day's pay as calculated in Clause 6:01 for each full completed month of employment.7:02

6:06 This Article does not apply to Full-Time employees in receipt of Long-Term Disability benefits.

## **ARTICLE 7 ACCIDENTS & SICKNESS**

**\*\* all benefit changes, unless otherwise noted, are effective 60 days following ratification.**

7:01 The Employer will pay one hundred percent (100%) of the cost of the following benefits:

- (a) Ontario Health Insurance Plan (O.H.I.P.)
- (b) Semi-Private Hospital Plan
- (c) Group Life Insurance Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00.
- (d) Accidental Death and Dismemberment Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00. (This is in addition to the Group Life Coverage in Item (c).) Not applicable to NRA 65 positions.
- (e) Extended Health Care Plan, as negotiated, which includes:
  - i) Vision Care coverage includes eyeglasses, contact lenses, eye examinations and laser surgery to a maximum of \$550.00 per family member for every 24 months. **An eye exam every 24 months in addition to the plan maximum.**
  - ii) Hearing Aid coverage \$1000.00 per family member for every 36 months.
  - iii) **Physiotherapy coverage to a maximum of \$1300/year per each covered bargaining member and \$600/year for other family members.**
  - iv) Massage Therapy Coverage – to a maximum of \$1000/year/family member.
  - v) Chiropractic Care Coverage – to a maximum of \$900/year/family member.
  - vi) Dispensing fee reimbursement cap at **\$13.00** per prescription.
  - vii) Orthotics Coverage to a maximum of **\$500** for one pair or **\$1000** for two pairs per calendar year.
  - viii) Any actual and reasonable costs associated with providing medical notes or forms for extended health care benefits ordered by the Corporation or benefit carrier will be paid by the Corporation. The employer will reimburse the cost of the Class D medical report up to a maximum of \$150.00 at time of renewal as defined by Ministry of Transportation.

- ix) Clinical Psychologist, Social Worker, Psychotherapist, and Family Therapist coverage, covers all services provided by these health care providers, (registered and duly licensed), to a combined maximum of **\$3000/year/family member.**
  - x) **Osteopath, acupuncture, naturopath, and speech pathologist combined coverage up to \$300/year/family/member.**
- (f) Full-Time employees who qualifies for LTD will be covered for LTD benefits at 70% of their monthly salary to a maximum of **\$10,000, effective 60 days following ratification.**

Payments of benefits will not be made for any period of total disability, due to an illness which existed on the date of commencement of the Full-Time employees' insurance, unless:

- i) The Full-Time employees has been insured for 13 weeks during which they have been continuously, actively at work on full-time, and has not received medical services for such illness or,
  - ii) Total disability commenced after they have been insured for 12 months.
- (g) Dental Plan, as negotiated, based upon the current Ontario Dental Association Fee Schedule, plus Dentures, Orthodontics **\$3500** lifetime max., and crown & Caps **\$3500/year max.**, with a 50/50 co- insurance.

Check-ups for adults (those 19 years of age and older) each nine (9) months  
(Life Insurance Coverage is not extended to include dependents).

The Employer may substitute a carrier for any Plan under this Article 7.01 provided that the level of benefits conferred thereby is not decreased. The Employer will advise the Association of any change in carrier at least sixty (60) days prior to implementing a change in carriers.

7:02 Subject to the provisions contained in Clause 7:01 hereof, each Full-Time Employee shall be entitled to leave of absence with remuneration in the case of sickness or incapacity as provided for in By-law Number 2008-107 (Letter of Understanding-3) of the Employer, to a maximum of eighteen (18) duty days sick leave per annum with pay, cumulative.

Upon termination of employment a full-time employee except as noted in c) who has completed fifteen (15) years of service with the Corporation shall be entitled to accumulated sick leave payment as follows:

- a) Where the employee's employment is terminated as a result of retirement, the net credits of the employee shall be paid to them on the basis of his/her normal salary or other remuneration at the date of termination provided however that no

employee shall be entitled to receive more than an amount equal to one half (1/2) year's earnings at the rate received by their him/her prior to termination of employment.

- b) Where the employee's employment is terminated by voluntary resignation or dismissal, one half (1/2) of the net credits shall be paid to them on the basis of their normal salary or other remuneration at the date of termination, provided, however, that no employee will be entitled to receive more than an amount equal to one half (1/2) year's earnings at the rate received by him or her immediately prior to termination of employment.
- c) An employee who has not completed 15 years of service with the Corporation but retires with an unreduced pension will receive payment in accordance with a).
- d) An employee whose employment is terminated as a result of death with 5 years of service with the Corporation will receive payment in accordance with a)

7:03 Any Full-Time employee may be required to have a complete medical examination by the Employer's medical examiner or by another physician selected by the Employer. The Full-Time employee and the Employer shall be entitled to a copy of the report of such examination. The medical report shall be submitted on the form provided by the Fire Chief or their Management Designate. If the Full-Time employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the Full-Time employee's physician is contrary to the first report, they will be examined by a third physician satisfactory to both Parties. The third physician will be requested to complete a medical examination as per the form provided by the Fire Chief or their Management Designate. The Employer will underwrite the cost of all such medical examinations.

- 7:04 a) For NRA 60 positions the Employer will pay one hundred percent (100%) of the cost of the monthly premium of the Ontario Health Insurance Plan (OHIP) or equivalent and the Liberty Health Extended Health Care Plan or equivalent on behalf of all Full-Time employee's on retirement to age 65.
- b) For NRA 60 positions the Employer will pay one hundred percent (100%) of the cost of the benefits under Clause 7:01 with the exception of c) Group Life Insurance, d) Accidental Death Plan and, f) Long Term Disability, on behalf of the spouse of a Full-Time employee killed in the line of duty, until the Full-Time employee would have reached age 65 or the spouse remarries, whichever occurs first.
- c) Retiree Health Care Spending Account  
Effective January 1, 2019, the Corporation shall provide a post age 65 Retiree Health Care Spending Account applicable only to eligible retired employees, as follows:

The Corporation shall provide a post age 65 Retiree Health Care Spending Account for eligible retired employees who are enrolled in the existing health benefit plan at age 65. The Retiree Health Spending Account will be available to those eligible retired employees from age 65 to age 75 as of January 1, 2019.

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

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

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

The eligible retired employees must be in receipt of an unreduced pension;

Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public or provincial insurance plan as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

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

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

7:05 A Full-Time employee, who is injured on the job and is approved for Workplace Safety and Insurance Board temporary total disability benefits, shall be compensated as follows:

The Employer shall:

- a) Advance to the Full-Time employee on their regular pay day an amount equal to that which the Workplace Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workplace Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and

The Employer shall:

- b) Pay to the Full-Time employee on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the Full-Time employee an amount equal to their normal net take home pay after all appropriate

deductions have been made. Deductions for income tax, C.P.P. and Employment Insurance will be based on the employer paid portion of the Full-Time employees pay. All other deductions will be based on the Full-Time employee's normal gross pay.

No payments as set out in this Clause shall be payable with respect to any absence for which a permanent disability pension or award is payable by the Workplace Safety and Insurance Board.

Where a Full-Time employee is compensated under the terms of this Clause, there shall be no deduction from the Full-Time employee's sick leave benefit unless the claim is not approved by the Workplace Safety and Insurance Board. In such cases any payment made by the Employer shall be deducted from the Full-Time employee's sick leave benefit provided that such deductions shall be reimbursed to the sick leave benefit if the decision denying the claim is reversed on appeal. Payment to the employee shall not exceed the employee's accumulated sick leave benefit.

## **ARTICLE 8 SALARIES**

8:01 The salaries to be paid under this Agreement shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

8:02 Where a member of the Association has completed 8 years of service as a Full-Time employee with the Kitchener Fire Department, they shall receive an additional 3% of a 1st Class Fire Fighters Salary

Where a member of the Association has completed 17 years of service as a Full-Time employee with the Kitchener Fire Department, they shall receive an additional 6% of a 1st Class Fire Fighters Salary

Where a member of the Association has completed 23 years of service as a Full-Time employee with the Kitchener Fire Department, they shall receive an additional 9% of a 1st Class Fire Fighters Salary

Notes:

The above noted adjustments shall take effect for the first full pay following the applicable anniversary date

Recognition pay shall be included as salary in calculating regular pay, overtime, vacation, statutory holiday pay, pension contributions, WSIB, and sick pay. This does not include the payout of sick leave gratuity

**8:03 If the City hires an external experienced applicant to fill a vacant position at the rank of First-Class Firefighter or below, such applicant may, at the determination of the City, be placed at a wage level for the position (as set out in Appendix “A”) that considers the applicants previous employment experience. In such circumstance, the City shall not recognize the applicant’s previous employment experience for the purposes of seniority, vacation entitlement, recognition pay or probationary period. Promotional Eligibility for Acting Captain will be no less than 9 years seniority. Eligibility for Training Officer/Fire Prevention Officer/Public Education Officer will be no less than 6 years seniority.**

### **ARTICLE 9 SENIORITY**

9:01 a) In determining a Full-Time employee’s service for seniority purposes, computation shall begin on the date that they entered the employ of the Department as a Full-Time employee.

b) Where two (2) or more Full-Time employees enter the employ of the Department on the same date, the names of the individual Full- Time employees shall be placed on ballots, and such ballots shall be drawn by a neutral third party (as agreed to by the Parties). The first name drawn shall occupy the highest position on the seniority list and each successive name drawn shall be placed below the previous name until all ballots are drawn. The placement as determined by the process shall be final and binding.

9:02 Former Full-Time employees re-entering the service after continuity of service has been broken for any reason, except in the case of layoffs, which are dealt with below, shall be considered new Full-Time employees for purposes of seniority date only, which seniority date shall be the date of their re-entry into the Fire Service. The re-entry of a Full-Time employee to the 1st Class classification or a lower rank shall be at the discretion of the Employer to fill an existing vacancy. The re-entry of a Full-Time to an existing vacancy in a classification above that of 1st Class Fire Fighter which cannot be filled from within the Department may be filled by a qualified person. The Employer may place such Full-Time into the salary level appropriate for the existing vacancy.

The employer may place other Full-Time employees into the salary level appropriate for the existing vacancy.

9:03 A Full-Time employee shall have their name removed from the seniority list in the event of continuous non-employment, including lay-off, any authorized leave of absence, sickness or accident, or after their sick leave credits have expired for a period of time equal to half the length of a Full- Time employee’s seniority or for a period of twenty–four (24) months, whichever is the lesser.

## **ARTICLE 10 LAYOFFS**

10:01 The following are the Divisions of the Fire Department:

- Fire Fighting Division
- Fire Prevention Division
- Administration Division
- Apparatus and Equipment Division
- Training Division
- Communications Division
- Direct Detect Division
- Public Education Division

10:02 In the event of a lay-off of Full-Time employee from the Kitchener Fire Department, the following lay-off sequence shall apply, having regard to the qualifications, ability and skills necessary to perform the duties required.

- a) Should a lay-off be affected in any of the above working Divisions, divisional seniority shall govern first. That is the last Full-Time employee to enter the affected division shall be the first Full-Time employee to be laid off in that Division and exercise seniority rights in the Division and the last Full-Time employee laid off in the affected Division shall be the first recalled to that Division, subject to Clause 9:03 and Clause 10:03.
- b) Following divisional lay-off or in the event that a divisional lay-off is not affected, departmental seniority will be applied throughout the Fire Fighters Division. That is, the last Full-Time employee hired shall be the first Full-Time employee laid off and the last Full-Time employee laid off shall be the first Full-Time employee recalled subject to Clause 9:03 and Clause 10:03.
- c) Bumping will only be permitted within the Fire Fighting Division, at the rank or below the rank previously held in the Fire Fighting Division and the Full-Time Fire Fighter exercising bumping rights must possess the skills, qualifications and experience to be able to demonstrate same in a reasonable period of time as determined by the Fire Chief or their Management Designate, to perform the work of the classification into which they propose to “bump”.
- d) Should a lay-off be affected the last Full-Time Communication Operator to enter shall be the first Full-Time Communication Operator to be laid-off and the last Full-Time Communication Operator to be laid-off shall be the first recalled subject to Clause 9:03 and Clause 10:02.
- e) Should a lay-off be effected the last Full-Time Mechanic to enter shall be the first Full-Time Mechanic to be laid-off and the last Full-Time Mechanic to be laid-off shall be the first recalled subject to Clause 9:03 and Clause 10:02.

- f) Should a lay-off be effected the last Full-Time Fire Safety Inspector to enter shall be the first Full-Time Fire Safety Inspector to be laid off and the last Full-Time Fire Safety Inspector to be laid off shall be the first recalled subject to Clause 9:03 and Clause 10:02.

10:03 Upon receipt of proper notification from the Employer to return to work after recall from layoff, the former Full-Time employee shall have seven (7) calendar days to notify the Employer of their intention to return to active duty. Failure to return to work after an additional seven (7) calendar days following such notification shall result in the Full-Time employee's name being struck from the seniority list and the next in line of seniority shall be recalled. The Employer will send such notices by Registered Mail to the last known address provided to the Employer by the Full-Time employee.

If a laid off Full-Time employee notifies the Employer within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident or other legitimate reasons.

Regardless of previous rank, a recalled Full-Time employee shall accept the job title and appropriate salary level for the vacant position to be filled. They will be reinstated to their former rank, if appropriate, without re-examination only if such vacancy occurs within two (2) years of the date of their return to service as a Full-Time employee.

## **ARTICLE 11 PROMOTION**

11:01 a) For re-classification and salary change purposes from the time of appointment as probationer Fifth (5th) Class Fire Fighter the following examination procedure shall apply.

Successful completion qualifies Full-Time Fire Fighters to the rank of First (1st) Class and below for the next classification.

- 1) During recruit class as a Recruit Firefighter (55%)  
Upon completion of the remainder of one (1) full year as a Fifth (5th) Class Fire Fighter. (60%)
- 2) Upon completion of one (1) full year as a Fourth (4th) Class Fire Fighter. (70%)
- 3) Upon completion of one (1) full year as a Third (3rd) Class Fire Fighter. (80%)
- 4) Upon completion of one (1) full year as a Second (2nd) class Fire Fighter. (90%)

Qualification for progression in the above Full-Time Fire Fighter classifications shall be from a total of fifty-six (56 points.)

	<u>Derived From</u>	<u>Minimum to Qualify</u>
i)	Written Exam	20
ii)	Oral	20
iii)	Practical Test	20
iv)	Maps/Streets	20

b) In the event the Full-Time Fire Fighter fails to attain the required points in each of the written, oral, practical and maps/streets examinations they may re-try in three (3) months any examination in which they were unsuccessful. During this time no salary adjustment will apply. **The probationary period will be extended up to the point of increment promotion.**

c) In the event of failure on the second attempt the Fire Chief or their Management Designate will initiate action with respect to the Full- Time Fire Fighter which is in the Fire Chief's or their Management Designates opinion appropriate under the circumstances. Such action may include termination.

11:02 The following conditions outline the promotional process for the ranks of Acting Captain and Captain. To be eligible for placement on the Acting Captain promotional list, Firefighters must:

a) Be a Full-Time Fire Fighter, First (1st) Class for five (5) years in the Suppression division with the Kitchener Fire Department as of the date of the posting for Acting Captain Applicants

AND

b) Successfully complete all of the requirements of the following designated courses:

- i) NFPA 1001 Fire Fighter II
- ii) NFPA 1041 Instructor I (or equivalent)
- iii) Legislation (or equivalent)
- iv) NFPA 1021 Fire Officer I (or equivalent).

1. Acting Captain to Captain

To be eligible for placement on the Captain promotion list, Acting Captains must:

a) Be ranked on the Acting Captain promotion list AND

b) Successfully complete all of the requirements of the following designated course:

- i) NFPA 1021 Fire Officer II (or equivalent)

2. Ranking Acting Captains and Captains on Promotional Lists

a) The following shall apply for determining the candidates score for the purposes of being ranked on the Acting Captain promotional list:

- i) Candidates must successfully complete the designated courses consisting of NFPA 1001 Fire Fighter 11, NFPA 1041 Instructor I, Legislation and NFPA 1021 Fire Officer I, in order to be eligible to participate in the Acting Captain promotional process. The candidate will receive either a pass or fail grading for these courses and the actual grade will not be factored in the calculation of the final mark for ranking.
- ii) NFPA 1021 Fire Officer I: Candidates must successfully complete the final exam in order to be eligible to participate in the competition process for promotion to Acting Captain. To maintain their ranking on the Acting Captain eligibility list, candidates must also successfully complete all of the Practical Skills required for Ontario Office of the Fire Marshal and Emergency Management Fire Officer I Certification within twelve (12) months of the date of their NFPA 1021 Fire Officer I final exam. Each candidate is allowed two (2) attempts to successfully master each skill.
- iii) **The written exam component of the competition process will require a 70% score to pass and will be factored out of 20 marks.**
- iv) The practical scenario component of the competition process will require a 70% score to pass and will be factored out of 20 marks. Selection board will be comprised of the Fire Chief and/or Deputy Chief(s) and up to three (3) from the following ranks: Platoon Chief, Assistant Platoon Chief, or Training Director.
- v) The oral interview component of the competition process will require a 70% score to pass and will be factored out of 20 marks. Selection board will be comprised of the Fire Chief and/or Deputy Chief(s) and a representative from Human Resources.
- vi) The rating component of the competition process will require a 50% score to pass and will be factored out of 20 marks. Rating shall be as prescribed by the Fire Chief or their Management Designate in the corresponding departmental policy.
- vii) Seniority marks - one (1) mark for each completed year of service commencing on the date that the candidate is eligible for promotion to a maximum of ten (10) marks. For any part of a year seniority points shall be calculated on the number of days divided by three hundred and sixty-

five (365). Initiation of seniority marks shall be calculated as of the date of the posting for Acting Captain applicants.

- viii) Failing to achieve the required score for any component (other than seniority) will result in the candidate not being eligible for ranking on the Acting Captain promotional list.
- ix) Notwithstanding article 4(a) (vii), if a candidate fails any component they have the right to continue with the remaining components for experience.
- x) Each candidate, upon completion of each phase of the competition process, may make a written request for their marks within five (5) business days of receiving their mark, which shall be provided within two (2) days of receipt of the request. Prior to the start of the next phase of the completion process the candidate may schedule a meeting with the Fire Administration for the purpose of reviewing their marks. Promotions to Captain will be selected from the Acting Captain promotional list as the need arises with the highest- ranking Captain being promoted first and each subsequent promotion to Captain in descending order of ranking.
- xi) Eligible candidates that have met all the promotional requirements shall be placed on the bottom of the existing Acting Captain promotional list.
- xii) The order of placement on the Acting Captain promotional list will be determined by adding the candidates' scores on the **written test**, practical scenario, oral interview and rating components factored out of 80 plus the candidates' seniority marks. All marks will be calculated to two decimal places.
- xiii) Where two (2) or more eligible candidates are tied the candidate with the highest seniority will break the tie and be placed higher on the Acting Captain promotional list.
- xiv) The Acting Captain promotional list shall be capped at 12 Acting Captains with 3 Acting Captains being assigned to each platoon.
- xv) Successful candidates that are rated 13 or lower will be placed on the Acting Captain eligibility list but they will not be eligible for acting assignments and they will remain on the Acting Captain eligibility list for 3 years from the date of being added to the Acting Captain eligibility list. If a successful candidate is not rated 12 or higher within 3 years of being added to the Acting Captain eligibility list, they must requalify by competing in

the competition process.

- xvi) The Acting Captain promotional list shall be used for all acting assignments and the top 12 rated Acting Captains will act as equally as reasonably possible on their assigned platoons.
  - xvii) Association Involvement: An individual selected by the KPFFA shall oversee all stages of the promotional process. The responsibility of this individual will be limited to observation of the process to ensure the terms of the collective agreement have been adhered to for each candidate.
  - xviii) After five (5) years in any division other than suppression, an eligible candidate (five (5) years of service in suppression as a Full Time Fire Fighter, First (1st) Class) must serve one (1) complete year in the suppression division in order to become eligible to participate in the promotional process.
- b) The following shall apply for determining the candidates rank on the Captain promotional list:
- i) To be eligible for ranking on the Captain promotional list candidates must have successfully completed the Acting Captain promotional process and currently be ranked on the Acting Captain promotional list
  - ii) Candidates must successfully complete NFPA 1021 Fire Officer II. The candidate will receive either a pass or fail grading for this course and the actual grade will not be a factor for ranking.
  - iii) NFPA 1021 Fire Officer II: All candidates must successfully complete the final exam in order to be ranked on the Captains Promotional list. Candidates must also successfully complete all of the Practical Skills required for Ontario Office of the Fire Marshal and Emergency Management Fire Officer II Certification within twelve (12) months of the date of their NFPA 1021 Fire Officer II final exam. Each candidate is allowed two (2) attempts to successfully master each skill.
  - iv) Once an Acting Captain completes the required designated course (NFPA 1021 Fire Officer II), they will be ranked on the Captains Promotional list in the identical position that they held on the Acting Captain promotional list regardless of the date the required course was completed. Accordingly, an Acting Captain cannot improve their position on the Captain promotional list by taking designated courses in advance.

- v) Promotions to Captain will be selected from the Captain promotional list as the need arises with the highest-ranking Captain being promoted first and each subsequent promotion to Captain in descending order of ranking.

3. Course Selection and eligibility

- a. For all designated courses: Course dates, times and durations for the following calendar year shall be advertised to all employees so that the selection results are available within the current year.
- b. Designated courses must be offered with sufficient capacity and frequency for all eligible candidates to receive such training.
- c. Management reserves the right to determine class size.
- d. Eligible candidates can only elect to take NFPA 1021 Fire Officer I and II upon completion of 6 years of service in the Suppression Division with the Kitchener Fire Department as of the date of the course.
- e. Interested and eligible candidates will be required to apply for the designated course.
- f. Candidates who do not apply for a required designated course may have delayed promotional opportunities as a result.
- g. Eligible candidates that through no fault of their own were unable to complete a course (i.e. Certified illness, insufficient vacancies in courses, course not provided) will not be held back from a promotion or competing in the competition process but shall continue to apply for the course and shall be required to successfully complete the course. This section only applies if a candidate's promotion was directly impacted as a result of missed courses.
- h. A waiting list will be created for each course to fill course vacancies. The waiting list for each course will be effective from January to December in the year the course is scheduled.
- i. Vacancies in courses shall be offered as much as in advance as possible, first to those candidates through no fault of their own were unable, not offered or failed a course and then to any other eligible candidate.
- j) A candidate who is unsuccessful in any course may apply for the next available course.
- k) Eligibility for course admittance will be decided in the following order of priority:
  - i) Candidates through no fault of their own were unable to attend a previous course or failed a course

- ii) Candidates who are currently on a promotional list or already promoted to Captain
- iii) Eligible candidates (tie will be broken by the candidate with the highest seniority)
- iv) Ineligible candidates (tie will be broken by the candidate with the highest seniority)

4. Posting requirements and Pre-Course Materials

- a) Postings for all promotions shall not be less than ninety (90) days prior to the first phase of the competition process.
- b) Candidates will submit a written intent to participate in the competition process no less than (60) days prior to the first phase of the competition process.
- c) The oral presentation and practical components of the competition process will be normally scheduled within two (2) months of the initiation of the competition process.
- d) An Acting Captain information seminar will be conducted prior to the competition process. The purpose of the seminar will be to outline the resource materials required by the competition process.
- e) Identified pre-course materials shall be provided to all candidates who express an interest participating in any designated course and/or the competition process for promotion.

5. Other items

- a) Acting Captains select holidays as **per LOU-7**.
- b) All Acting Captains must participate in an assessment procedure every eight (8) months during the Acting Captain's first twenty- four (24) months in that position. Assessment shall be conducted by the Fire Chief, Deputy Chief or their management designate in consultation with the Acting Captain's Platoon Chief. Should an Acting Captain fail an assessment the Acting Captain shall be given a one (1) time opportunity for reassessment in order to demonstrate competence for the position. Failure to progress at this stage will result in the Acting Captain being returned to a Full-Time Fire Fighter First (1st) Class.
- c) Where an employee has, in any one year, acted in a rank higher than that for which the employee is rated, they shall be paid at the rate of pay for higher rank for any day that the employee acts in that rank.
- d) Acting Captains will not be used to replace full-time Captains on a permanent basis.

- e) Payment for the function of Acting Captain shall be at the rate of 118% of a Full-Time 1st Class Fire Fighter. This Acting Captain shall be compensated at this rate when performing the duties of a Captain.
- f) The Ontario Fire Marshal is the authority having jurisdiction in Ontario for the NFPA qualifications. The above terms are subject to any changes made by the OFM to the designated courses or promotional process.

11:02 (b) All Captains must participate in an assessment procedure every eight (8) months during the captains first 24 months in that position.

Assessment shall be conducted by the Fire Chief, Deputy Chief or their management designate, and the Captain's Platoon Chief.

Should a Captain fail an assessment the Captain shall be given a onetime opportunity for reassessment in order to demonstrate suitability for the position. Failure to progress at this stage will result in the Captain being returned to a Full-Time Firefighter First (1st) Class.

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of ninety (90) days or more shall extend the above time period by the length of the absence.

11:03 To be eligible for promotion to ranks above Captain a candidate shall hold at least the rank of Captain.

Such promotion shall be by appointment by the Fire Chief or their Management Designate.

11:04 Each Full-Time Fire Fighter to be eligible for promotion to the classification of Fire Prevention Officer in the Fire Prevention Division shall be a Full- Time Fire Fighter, First (1st) Class for a period of one (1) year.

In the event no Full-Time Fire Fighters, First (1st) Class, apply for promotion, the Fire Chief or their Management Designate may accept applications from Full-Time Fire Fighters, First (1st) Class, who are ineligible for promotion to the rank of Fire Prevention Officer, and in the event no Full-Time Fire Fighters, First (1st) Class apply, the Fire Chief or Management Designate may accept applications from Full-Time Fire Fighters, Second (2nd) Class, for duties in the Fire Prevention Division at the normal rate of pay applicable to such applicants until eligible for promotion.

Qualifications for promotion to the Fire Prevention Division shall be on the following basis:

Fire Prevention Officer

To be eligible for promotion to the classification of Fire Prevention Officer in the Fire Prevention Division shall be:

New hires to fire prevention (effective June 21, 2018) will progress as follows:

Following hire will complete NFPA 1031 and be compensated at 100% of the first class fire fighter rate; following one (1) year of experience and completion of NFPA 1033 will progress to 104% of the first class fire fighter rate; following a further year of experience will progress to 108% of the first class fire fighter rate.

If there are no qualified internal applicants, the position will be posted externally. External applicants with an equivalent level of education and experience as determined by the Fire Chief or designate will be considered.

In the event no Full-Time Fire Fighters, First (1st) Class, apply for promotion, the Fire Chief or their Management Designate may accept applications from Full-Time Fire Fighters, First (1st) Class, who are ineligible for promotion to the rank of Fire Prevention Officer, and in the event no Full-Time Fire Fighters, First (1st) Class apply, the Fire Chief or Management Designate may accept applications from Full-Time Fire Fighters, Second (2nd) Class, for duties in the Fire Prevention Division at the normal rate of pay applicable to such applicants until eligible for promotion.

Qualifications for promotion to the Fire Prevention Division shall be on the following basis:

Qualifications for the rank of Fire Prevention Officer shall be from a total of fifty-eight (58) points.

Derived From Minimum to Qualify

i)	Interview	40	28
ii)	Presentation	25	17.5
iii)	Rating	25	12.5
iv)	Seniority	10	

Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date that the candidate is eligible to write for promotion to a maximum of ten (10) points. For any part of a year seniority points shall be calculated on the number of days divided by three hundred and sixty-five (365).

Rating shall be as prescribed by the Fire Chief or their Management Designate.

Successful completion of all three (3) parts qualify the Full-Time Fire Fighter for the rank of Fire Prevention Officer for three (3) years. Promotion will be made from a list of those qualified as the need arises with the Full-Time Fire Fighter with the highest total points promoted first and subsequent promotions in descending order of total points.

- 11:05 Promotion for ranks above Fire Prevention Officer in the Fire Prevention Division shall be by appointment by the Fire Chief or their Management Designate.
- 11:06 For purposes of this Article, in the event that points are equal, the highest written examination shall decide.
- 11:07 Successful candidates' names shall be posted at all Fire Stations, and the qualifying period shall be three (3) years from the date of scheduled completion of all candidate's exams.
- 11:08 Salaries received by Full-Time Fire Fighters for additional, or other duties, are not considered promotion to Officer rank.
- 11:09 Under this Article, Full-Time Fire Fighters may be required to attend courses prescribed by the Fire Chief or their Management Designate and such courses to be paid for by the Employer.
- 11:10 Full-Time Fire Fighters may perform the work of a Full-Time Communication Operator on a temporary basis. Such temporary work will be allocated to a Full-Time Fire Fighter from:
- a) a written request from a Full-Time Fire Fighter to perform the work. Granting such request will be at the sole discretion of the Fire Chief or their Management Designate or
  - b) an assignment from the Fire Chief or their Management Designate.

In either event the Full-Time Fire Fighter shall not be subject to wage rates, terms and conditions of a Communication Operator

For the purpose of this Clause "temporary" shall be defined as a period not to exceed ten (10) consecutive months or such period as may be mutually agreed upon.

- 11:11 The following conditions shall apply when appointing an Assistant Platoon Chief (APC):

Applicants for an APC position shall hold the rank of Captain for at least three (3) years at the time of their appointment to APC.

Payment for the function of APC shall be at the rate of **124.6%** of a Full- Time Fire Fighter First (1st) Class. Duties shall include performing all duties assigned by the Platoon Chief and for performing the duties of the Platoon Chief.

The APC shall be compensated at a rate of **132%** of a First (1st) Class Fire Fighter when performing the duties of the Platoon Chief.

An individual may request in writing to discontinue being an APC. The position of APC may be discontinued by written notice from the Fire Chief or their Management Designate giving reasons for such discontinuation.

The Fire Chief or their Management Designate shall post a notice sixty (60) days prior to the appointment date of an APC. The notice inviting applications for the role of APC shall remain on the Bulletin Boards for a period of thirty (30) calendar days.

Interview Team consisting of the Fire Chief and Deputy Chief or their Management Designate, will make the selection of an APC from the written applications in response to the posting.

An annual assessment interview of the APC's performance will be conducted by the Deputy Chief or their Management Designate, his/her own Platoon Chief and Training Director.

When leaving the APC position the Captain may request to stay or leave his/her Platoon and if possible, his/her request will be honored.

11:12 Any written exams for promotion indicated in Article 11 or any other article shall be by blind marking. The blind marking process shall ensure that the identity of the Full-Time Fire Fighter is unknown to the marker

11:13 The following conditions shall apply when appointing a Public Education Officer:

All candidates are required to have successfully completed all the requirements of the following designated course:

Fire and Life Safety Educators, I and II Diploma from the Ontario Fire College.

Applicants will be considered with at least 5 years' experience at the 1st class fire fighters as defined under the FPPA.

Derived From Minimum to Qualify

i)	Interview	40	28
ii)	Presentation	25	17.5
iii)	Rating	25	12.5
iv)	Seniority	10	

Seniority shall be allocated on the following basis. One (1) percent for each completed year commencing on the date that the candidate is eligible to compete for promotion to a maximum of ten (10) percent. For any part of a year seniority points shall be calculated on the number of days divided by three hundred and sixty-five (365).

If there are no qualified applicants, the position will be posted externally. External applicants with an equivalent level of education and experience as determined by the Fire Chief or designate will be considered.

Existing incumbents are deemed qualified and will be grandfathered as of January 1, 2015.

11:14 Any Master Mechanic vacancy will be posted internally first. **Master Mechanic must be certified as an Emergency Vehicle Technician and have a minimum of 5 years' experience in the Mechanical division.**

11:15 a) For re-classification and salary change purposes from the time of appointment as probationer Fifth (5th) Communication Operator the following examination procedure shall apply.

Successful completion qualifies Full-Time Communication Operators to the rank of First (1st) Class and below for the next classification.

- 1) During recruit class as a Recruit Communication Operator (55%)  
Upon completion of the remainder of one (1) full year as a Fifth (5th) Class Communication Operator. (60%)
- 2) Upon completion of one (1) full year as a Fourth (4th) Class Communication Operator. (70%)
- 3) Upon completion of one (1) full year as a Third (3rd) Class Communication Operator. (80%)
- 4) Upon completion of one (1) full year as a Second (2nd) class Communication Operator. (90%)

Qualification for progression in the above Full-Time Communication Operator classifications shall be from a total of fifty-two (52 points.)

Derived From Minimum to Qualify

i)	Written Exam	20	14
ii)	Oral	20	10
iii)	Practical Test	20	14
iv)	Rating	20	14

Successful annual examination qualifies Full Time Communication Operators to 1st Class Communications Operator upon completion of one (1) full year in each classification

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of ninety (90) calendar days or more, shall extend the above time period by the length of the absence.

In the event the Full Time Communication Operator fails to attain the required points in each of the written oral, practical and rating examinations, they may re-try in three (3) months any examination in which they were unsuccessful. During this time no salary adjustment will apply.

In the event of failure on the second attempt the Fire Chief or their Management Designate will initiate action with respect to the Full Time Communication Operator, which, is in the Fire Chief's or their Management Designates opinion appropriate under the circumstances. Such action may include termination.

11:16 Communications Officer Promotional Process

- a) The Fire Chief or their Management Designate shall post an application notice thirty (30) days prior to the closing of applications.

Applicants for the position of Communications Officer shall be a 1st Class Full-Time Communication Operator for three (3) years in the Communications Division and successfully complete all of the requirements of the following designated courses:

- i) NFPA 1061 Level 1 and Level 2 Standard for Public Safety Telecommunications Personnel
- ii) NFPA 1041 Instructor I

Candidates must successfully complete the designated courses in order to be eligible in the Communications Officer promotional process. The candidate will receive either a pass or fail grading for these courses and the actual grade will not be factored in the calculation of the final mark for ranking.

For all designated courses: course dates, times and durations for the following calendar year shall be advertised to all employees so that the selection results are available within the current year.

NFPA 1041 must be offered with sufficient capacity and frequency for all eligible candidates to receive such training.

Management reserves the right to determine class size.

Eligible candidates can only elect to take NFPA 1041 upon completion of four (4) years of service in the Communications Division as of the date of the course.

Interested and eligible candidates will be required to apply for the designated course.

Candidates who do not apply for a required designated course may have delayed promotional opportunities as a result.

Eligible candidates that through no fault of their own were unable to complete a course (i.e. Certified illness, insufficient vacancies in courses, course not provided) will not be held back from a promotion or competing in the competition process but shall continue to apply for the course and shall be required to successfully complete the course. This section only applies if a candidate's promotion was directly impacted as a result of missed courses.

A waiting list will be created for each course to fill course vacancies. The waiting list for each course will be effective from January to December in the year the course is scheduled.

Vacancies in courses shall be offered as much in advance as possible, first to those candidates who, through no fault of their own, were unable, not offered or failed a course, and then to any other eligible candidate.

A candidate who is unsuccessful in any course may apply for the next available course.

Eligibility for course admittance will be decided in the following order of priority:

- i) Candidates who, through no fault of their own, were unable to attend a previous course or failed a course.
- ii) Eligible candidates (tie will be broken by the candidate with the highest seniority).
- iii) Ineligible candidates (tie will be broken by the candidate with the highest seniority).

Postings for all promotions shall not be less than ninety (90) days prior to the first phase of the competition process.

Candidates will submit a written intent to participate in the competition process no less than sixty (60) days prior to the first phase of the competition process.

The oral presentation and practical components of the competition process will be normally scheduled within two (2) months of the initiation of the competition process.

A Communications Officer information seminar will be conducted prior to the competition process. The purpose of the seminar will be to outline the resource materials required by the competition process.

Identified pre-course materials shall be provided to all candidates who express an interest in participating in any designated course and/or the competition process for promotion.

The Ontario Fire Marshal is the authority having jurisdiction in Ontario for the NFPA qualifications. The above terms are subject to any changes made by the OFM to the designated courses or promotional process.

To ensure job suitability, qualified applicants' knowledge, skills, competency and ability will be assessed. The following examination procedure shall apply for the position of Communications Officer.

Derived from Minimum to Qualify

i) Presentation	20	14
ii) Oral Interview	20	14
iii) Practical Test	20	14

iv) Rating	20	10
v) Seniority	10	

The lecture component of the competition process will require a seventy percent (70%) score to pass and will be factored out of twenty (20) marks. Selection board will be comprised of the Fire Chief and Deputy Chief of their Management Designate, and up to three (3) from the following ranks: Chief of Communications, Platoon Chief, Assistant Platoon Chief, or Training Director.

The practical scenario component of the competition process will require a seventy percent (70%) score to pass and will be factored out of twenty (20) marks. Selection board will be comprised of the Fire Chief and Deputy Chief of their Management Designate, and up to three (3) from the following ranks: Chief of Communications, Platoon Chief, Assistant Platoon Chief, or Training Director.

The oral interview component of the competition process will require a seventy percent (70%) score to pass and will be factored out of twenty (20) marks. Selection board will be comprised of the Fire Chief and Deputy Chief of their Management Designate, and a representative from Human Resources.

The rating component of the competition process will require a fifty percent (50%) score to pass and will be factored out of twenty (20) marks. Rating shall be as prescribed by the Fire Chief of their Management Designate in the corresponding departmental policy.

Seniority shall be allocated on the following basis. One (1) point for each completed year commencing on the date that the candidate is eligible to write for promotion to a maximum of ten (10) points. For any part of a year seniority points shall be calculated on the number of days divided by three hundred and sixty-five (365).

- b) If a candidate fails any component, they have the right to continue with the remaining components for experience.

Each candidate, upon completion of each phase of the competition process, may make a written request for their marks within five (5) business days of receiving their mark, which shall be provided within two (2) days of receipt of the request. Prior to the start of the next phase of the completion process the candidate may schedule a meeting with the Fire Administration for the purpose of reviewing their marks.

Where two (2) or more eligible candidates are tied the candidate with the highest seniority will break the tie.

Association Involvement: An individual selected by the KPFFA shall oversee all stages of the promotional process. The responsibility of this individual will be limited to observation of the process to ensure the terms of the collective agreement have been adhered to for each candidate.

- c) All Communications Officers must participate in an assessment procedure every eight (8) months during the Communications Officer's first twenty-four (24) months in that position.

Assessment shall be conducted by the Fire Chief, Deputy Chief or their Management Designate.

Should a Communications Officer fail an assessment the Communications Officer shall be given a one (1) time opportunity for re-assessment in order to demonstrate suitability for the position. Failure to progress at this stage will result in the Communications Officer being returned to a Full- Time Communications Operator.

#### 11:17 Chief Communications Officer

The following conditions shall apply when appointing a Chief Communications Officer:

- a) Eligibility

To be eligible for promotion to the classification of Chief Communications Officer in the Communications Division the applicant must have a minimum of eight (8) years' experience in the Communications Division.

All candidates are required to have successfully completed all the requirements of the designated courses for Communications Officer as defined in article 11:16 (a).

- b) Promotional Process

Promotion for the rank of Chief Communications Officer in the Communications Division shall be by appointment by the Fire Chief or Management Designate.

The Fire Chief or their Management Designate shall post a notice sixty (60) days prior to the appointment date of Chief Communications Officer. The notice inviting applications for the role of Chief Communications Officer shall remain on the Bulletin Boards for a period of thirty (30) calendar days.

An Interview Team consisting of the Fire Chief and Deputy Chief or their Management Designate, will make the selection of a Chief Communications Officer from the written applications in response to the posting.

The Chief Communications Officer must participate in an assessment procedure every eight (8) months during the Chief Communications Officer's first twenty-four (24) months in that position.

Assessment shall be conducted by the Fire Chief, Deputy Chief or their Management Designate.

Should a Chief Communications Officer fail an assessment the Chief Communications Officer shall be given a onetime opportunity for reassessment in order to demonstrate suitability for the position. Failure to progress at this stage will result in the employee being returned their original position.

Any absence from duty whether from illness, accident, leave of absence or other extenuating circumstances, of ninety (90) days or more shall extend the above time period by the length of the absence.

## **ARTICLE 12 UNIFORMS AND EQUIPMENT**

12:01 All Full-Time employees upon commencement of employment shall be supplied with a dress uniform consisting of:

### Dress Uniform

- one (1) tunic
- one (1) pair of trousers
- one (1) short sleeve dress white shirt
- one (1) tie
- three (3) pairs of black socks
- one (1) pair of black shoes
- one (1) belt
- one (1) cap
- one (1) all-season waist-length bomber-style coat
- one (1) pair of dress black gloves

12:02 All Full-Time employees in the Fire Fighting Division, Communications Division and Mechanics in the Apparatus and Equipment Division, upon commencement of employment shall be supplied with a station uniform consisting of:

### Station Uniform

- three (3) dark navy blue pairs of pants
- four (4) dark navy blue short sleeve shirts
- four (4) dark navy blue, short sleeve, crew neck, T-shirts
- one (1) dark navy blue v-neck, military style sweater

Platoon Chiefs shall receive four (4) white short sleeve station uniform shirts in lieu of the dark navy blue short sleeve station uniform shirts and four (4) dark navy blue short sleeve, crew neck T-shirts.

Acting Platoon Chiefs shall receive four (4) white short sleeve station uniform shirts in addition to the dark navy blue short sleeve station uniform shirt.

12:02 b) All Full-Time employees in the Fire Prevention Division, and the Training Division, upon commencement of employment shall be supplied with a station uniform consisting of:

### Station Uniform

- three (3) dark navy blue pairs of pants
- four (4) dark navy blue short sleeve shirts
- one (1) dark navy blue, v-neck military style sweater
- four (4) dark navy blue, short sleeve, crew neck T-shirts

The Chief Fire Prevention Officer and the Director of Training shall receive four (4) white short sleeve station uniform shirts in lieu of the dark navy blue short sleeve station uniform shirts and four (4) dark navy blue, short sleeve, crew neck T-shirts.

- 12:02 c) When a Full-Time employee who is issued a uniform under the terms of Article 12 is temporarily seconded to another Division within the Department it shall be at the discretion of the Fire Chief and/or the Deputy Chief or their Management Designate as to whether the seconded Full-Time employee is issued any additional clothing that is peculiar to the Division that the Full-Time employee has been temporarily seconded into.
- 12:02 d) When a Full-Time employee is transferred or promoted to another Division that provides a dress and/or station uniform only the articles of the dress and/or station uniform that are different from what was previously issued to the Full-Time employee, will be issued upon the transfer or promotion. This does not apply to clothing replacement as stipulated under Clause 12:03.
- 12:03 All clothing issued under Clauses 12:01, 12:02A and B will be replaced on an as required basis. The words “as required” are interpreted to mean that replacement will take place due to an unprofessional appearance such as physical wear or damage to the article. The colour, style and material of the station uniform will be as agreed to by the parties and subject to availability from suppliers.
- 12:04 Each Full-Time Fire Fighter in the Fire Fighting Division shall be supplied with protective clothes for firefighting duties consisting of one (1) pair of boots, one (1) bunker suit and one (1) helmet and firefighting gloves, said clothing to be furnished when required.
- 12:05 Such uniforms and equipment shall be deemed to be the property of the Department and shall be turned over and accounted for to the Department on termination of employment.
- 12:06 All personal safety equipment or devices carried on the person of a Full- Time Fire Fighter during an emergency response that has an effect on the health and safety of the Full-Time Fire Fighter will be approved for use on the Kitchener Fire Department by the Joint Occupational Health and Safety Committee comprised of both the Association and Management. Where applicable, this shall meet a minimum legislated standard for Ontario Fire Fighters.
- 12:07 The Employer agrees to provide a tool allowance to Emergency Vehicle Technicians, a lump sum of \$700.00 annually.

The applicable tool allowance shall be paid on the last pay of November.

## **ARTICLE 13 LEAVE OF ABSENCE**

13:01 Five (5) Association members of any Negotiation Committee, duly elected or appointed, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective offices, insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief or their Management Designate.

13:02 Association members not exceeding four (4) in number, who may from time to time be duly authorized and designated by the Party of the Second Part to attend to Association business as required by the Association, shall be allowed up to four (4) days leave of absence for the purpose of attending to such Association business but shall not be entitled to extra time off if these dates fall within their vacation or regular days off. The maximum number of duty days to be allowed by the Employer for this purpose in any year is sixteen (16).

The Party of the Second Part shall give the Fire Chief or their Management Designate sufficient advance warning of such absence. Such request will be granted insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief or their Management Designate.

### **13:03 Bereavement Leave**

In the event of a death in the immediate family of an employee they shall be entitled to time off as set out in the schedule below with pay, to be taken within either four (4) duty days before or after the day of the funeral.

Up to four (4) duty days in the event of the death of the employee's spouse, son, daughter, mother, father, stepmother, stepfather, sister or brother; up to two (2) duty days in the event of the death of the Full-Time employee's grandchild, grandmother or grandfather

Up to two (2) duty days in the event of the death of the employee's spouse's mother, father, stepmother, stepfather, brother, sister, grandmother or grandfather.

In the event of a death in the family of an employee they shall be released from duty for one (1) duty day with pay to attend the funeral.

The family of the employee to be defined as follows:

Son-in-law, daughter-in-law, sister-in-law, brother-in-law, Aunt or Uncle.

Unpaid compassionate leave of up to five (5) duty days may be requested by the employee.

The term 'spouse' shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Employer.

#### 13:04 Pregnancy & Parental Leave

Employees are entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, 2000, R.S.O. c41. and top-up benefits for employees who are in receipt of Employment Insurance pregnancy or parental benefits as follows:

1. Seventy-five (75%) percent of the member's regular weekly earnings for the employment insurance applicable waiting period.
2. The difference between seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular gross weekly employment insurance benefits for a maximum period of fifteen (15) weeks after completion of the applicable waiting period for pregnancy leave, and
3. The difference between seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular gross weekly employment insurance benefits for a period of ten (10) weeks after completion of the applicable waiting period for parental leave.
4. The employee on any of the aforementioned leaves, will continue to enjoy all the benefits, insurance coverage, pension contributions, sick leave accrual, seniority accumulation, vacation entitlement, that they would be entitled to should they not be on leave for the duration of these leaves.

13:05 The granting of leaves of absence including but not limited to sick leave, family medical and lieu days shall be at the discretion of the Fire Chief or designate with due consideration to minimum staffing levels.

All suppression and communications staff reporting their absence due to illness may be absent for a minimum of three (3) consecutive hours.

All suppression and communications staff may be granted leave for family medical for a minimum of three (3) consecutive hours.

All suppression and communications staff may be granted leave in lieu of statutory holidays for a minimum of three (3) consecutive hours.

Leaves of no less than one (1) hour may be granted at the sole discretion of the Fire Chief or designate.

#### **ARTICLE 14 PENSIONS**

14:01 All Full-Time employees shall receive the benefits of a pension plan with Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) integrated with the Canada Pension Plan.

### O.M.E.R.S. Plan

All Full-Time Fire Fighters not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM\_PLAN (O.M.E.R.S.) effective January 1st, 1978, or immediately upon hire, whichever is later.

Basic retirement benefits shall be determined by a FINAL AVERAGE EARNINGS formula based on two percent (2%) of the average of a Full- Time Fire Fighter's highest sixty (60) consecutive months of earnings for service after enrollment in O.M.E.R.S., times years of credited service after enrollment in O.M.E.R.S. reduced when a member is entitled to Canada Pension benefits by .7% times the average of the YMPE for the year the member retires and the two (2) preceding years times the period of credited service since January 1st, 1966 (to a maximum of 35 years). Benefits to supplement the Basic Plan are described below.

- 1) Type 1 Pension - Final average earnings. Formula - as per O.M.E.R.S. Regulations.
- 2) Partial Type 3 Supplementary - unreduced early retirement for Members 50 years of age or older in the event of permanent partial disability.

#### 14:02 Contributions

- a) Each Full-Time employee in a NRA 60 position shall contribute hereunder the appropriate per centum payable by a Corporation employee who normally retires at age 60.
- b) Each Full-Time employee in a NRA 65 position shall contribute hereunder the appropriate per centum payable by a Corporation employee who normally retires at age 65.

#### 14:03 Retirement

Compulsory retirement for all Full-Time Fire Fighters regularly assigned to suppression duties shall be the end of the calendar half year in which the Full-Time Fire Fighter reaches sixty (60) years of age.

For NRA 60 positions, the normal retirement age from which all benefits will be payable will be the 1st of the month following the Full-Time employee's 60th birthday. If a Full-Time employee works beyond the 1st of the month following the Full-Time employee's 60th birthday, commencement of pension payments will be deferred until actual retirement takes place.

For NRA 65 positions, the normal retirement age from which all benefits will be payable will be the 1st of the month following the Full-Time employee's 65th birthday. If a Full-Time employee works beyond the 1st of the month following the Full-Time employee's 65th birthday, commencement of pension payments will be deferred until actual retirement takes place.

14:04 Any changes to this plan to be agreed upon by the Employer and the Association.

### **ARTICLE 15 GRIEVANCE PROCEDURE**

15:01 It is the mutual desire of the Parties hereto that complaints of Full-Time employees shall be addressed as quickly as possible.

It is understood that:

- a) An opportunity must be afforded the Officer concerned to review the complaint. In order to ensure that this occurs the Full-Time employee shall discuss their complaint with the Officer concerned within seven (7) working days after the circumstances giving rise to the complaint have occurred.
- b) In addressing their complaint, the Full-Time employee may be accompanied by a member of the Association's Executive.

A grievance is a complaint which remains unresolved following the above noted procedure.

15:02 A grievance shall be handled in the following manner and sequence:

#### **Step 1**

The Full-Time employee shall contact the Grievance Committee of the Kitchener Professional Fire Fighters' Association submitting the grievance in writing. If the Grievance Committee of the Association considers the grievance justified, they shall submit the grievance in writing in triplicate one (1) copy of which shall be forwarded to the Fire Chief and/or Deputy Chief or their Management Designate and one to the Director of Human Resources or Designate.

If the Fire Chief and/or Deputy Chief or their Management Designate have not been involved in hearing the complaint, a meeting shall be convened seven (7) calendar days after receipt of the grievance in an attempt to resolve the matter. The aggrieved Full-Time employee shall be represented and accompanied by the Grievance Committee of the Kitchener Professional Fire Fighters' Association. A written decision shall be rendered within seven (7) calendar days of the meeting together with reasons therefor.

If the Fire Chief and/or Deputy Chief or their Management Designate have been involved at the complaint stage the meeting shall be waived within seven (7) calendar days of receipt of the grievance together with reasons, therefore.

Step 2

If a settlement is not reached through this procedure, then within seven (7) calendar days, the Grievance Committee and the aggrieved Full-Time employee may present the grievance(s) to the Director of Human Resources or Designate. The Director of Human Resources or Designate will reply to the said grievance within seven (7) working days from the date of the meeting between themselves, the Association and the aggrieved Full-Time employee.

Step 3

Failing settlement of the grievance, the matter may be referred to Arbitration within twenty-one (21) days of the date of the reply from the Director of Human Resources or Designate.

- 15:03 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement shall be originated directly to the Fire Chief and/or Deputy Chief or their Management Designate and the Director of Human Resources or Designate.

Failing settlement under this procedure, the matter may be submitted to arbitration in accordance with Clause 15:02 Step 3.

The City Council or the Committee appointed thereof may refer a Management Grievance to arbitration in the same way as the grievance of a Full-Time Fire Fighter.

Any grievance by the Employer or the Association as provided in this Clause shall be commenced within thirty (30) calendar days from the date of occurrence.

**ARTICLE 16 ARBITRATION**

- 16:01 In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the Parties hereto, the matter in dispute shall be submitted to a single Arbitrator appointed in the manner set out in the Fire Protection and Prevention Act.

**ARTICLE 17 DISCIPLINE AND DEVOTION TO DUTY**

The Association recognizes that it is the right of the Employer through the Fire Chief or their Management Designate and Deputy Chief or their Management Designate to manage all Fire Department Operations and direct the working forces including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its Full-Time employees for Just Cause. A claim of discriminatory promotion, demotion or transfer, or a claim that any Full-Time employee has been discharged, penalized or

suspended without Just Cause shall be the subject of a grievance and dealt with as provided herein.

- 17:01 No Full-Time employee shall be discharged or suspended until they have been given a fair hearing in the presence of the Fire Chief and/or Deputy Chief or their Management Designate and a member of the Executive of the Association. This, however, shall not restrict the right of the Fire Chief, the Deputy Chief or their Management Designate or the Officer in charge, to relieve from duty any Full-Time employee until they have been given a fair hearing. Discharge or suspension may be made retroactive to the time of being relieved from duty.
- 17:02 A Full-Time employee may be discharged, suspended or disciplined for any actions or statements (including comments and/or statements made through social media) detrimental to the best interests of the Fire Service or bringing the Department into disrepute.
- 17:03 Breaking any of the following rules of the Fire Department on Fire Department property or elsewhere when on duty, can result in imposition of a penalty up to and including discharge, at the discretion of the Fire Chief or, in his/her absence, the Deputy Chief or their Management Designate:
- a) Bringing into or consuming intoxicating beverages on Fire Department property or elsewhere when on duty;
  - b) Possession or use of any drugs in violation of the Narcotics Control Act or any other statute;
  - c) Appearing for duty while under the influence of alcohol or a drug, provided that this shall not apply to use of a drug for bona fide medical purposes under and in accordance with the advice of a physician if the user is not thereby rendered unfit for duty;
  - d) Misappropriation of or willful damage to Fire Department property;
  - e) Gross carelessness or neglect of duty;
  - f) Insubordination;
  - g) Disorderly conduct;
  - h) Breaking the Departmental Rules and/or Orders as outlined in Article 18.
- 17:04 No Full-Time employee shall be suspended for minor traffic offenses up to and including speeding charges - this shall, however, not restrict the Fire Chief or their Management Designate of the right to restrict any Full-Time employee from driving or operating Fire Department vehicles.

17:05 A Full-Time employee may be suspended if charged with a criminal offense. If a suspension is issued it shall be deemed to be temporary, pending the disposition and hearing of such charge before a Court of Law. Conviction may result in discharge.

Should a Full-Time employee who has been suspended, be acquitted of the charge, they shall forthwith be reinstated to their regular duties and shall be reimbursed for all pay withheld during the period of such suspension.

Should a Full-Time employee who has been suspended be convicted of the charge, they may be disciplined, such discipline may be up to and including discharge.

17:06 Where a Full-Time employee is charged with a criminal or statutory offense flowing from their duties and is subsequently acquitted of such charges, they shall be reimbursed for any reasonable legal expenses incurred as a result of such charges and that have been taxed pursuant to the Solicitor's Act, or as are agreed upon by Counsel for the Corporation. The Employer further agrees that it will continue the coverage under its present existing general liability policy or provide equivalent coverage at its discretion.

Further, it is understood that payment under the terms of this Clause does not prejudice the Employer's right to take disciplinary action against the Full-Time employee.

Any Full-Time employee charged with an offence, under any Federal or Provincial Statute which arises out of the legal execution of their duties will not have their legal fees reimbursed when the Full-Time employee is found guilty of the charge, such reimbursement will not exceed the scale established by Legal Aid for the appropriate court. All of the foregoing may be varied only by mutual agreement of the parties.

Further, it is understood that payment under the terms of this clause does nor prejudice the Employer's right to take disciplinary against the Full-Time employee.

17:07 Where a Full-Time employee has had a letter of discipline or inquiry placed in their personal file, following a period of two years for a non-similar offence and 4 years for a similar offence where there has not been a re- occurrence of a similar event indicated in the document, the letter will not be considered in any subsequent disciplinary action when dealing with the Full-Time employee.

## **ARTICLE 18 DEPARTMENTAL RULES**

18:01 The Departmental Rules and Departmental Orders of the Kitchener Fire Department, a copy of which is at present in effect, is hereunto annexed, insofar as they do not conflict with the terms and provisions of the Fire Protection and Prevention Act of the Province of Ontario, and shall be deemed to constitute a part thereof, and shall be observed by all employees. The breach of any such Departmental Rule or Departmental Order may make the offender liable to disciplinary action. Such Departmental Rules or Departmental Orders may be amended from time to time only by mutual agreement of the Parties.

## **ARTICLE 19 STRIKES & LOCKOUTS**

19:01 No strike or lockout shall occur during the life of this Agreement or any renewal thereof, and the employee shall not participate in any sympathy strike in support of any other organization.

## **ARTICLE 20 WITNESS DUTY LEAVE**

20:01 An employee who is called upon to attend as a witness by subpoena or summons or by providing proof, satisfactory to the Employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized by law to compel the attendance of witnesses before it, shall be allowed leave of absence with full pay, provided that the full amount of compensation received, excluding mileage and traveling expense and an official receipt thereof is deposited with the Chief Financial Officer and City Treasurer.

### 20:02 Definitions

- a) Court Duty: is the time devoted by the Full-Time employee attending any judicial or quasi-judicial proceeding as a witness to give evidence in respect to matters arising out of their employment or on behalf of their Employer;
- b) Duty Day: is a day in which any part of a regular tour of duty is performed by the Full-Time employee;
- c) Off Duty Day: is a day in which no part of a regular tour of duty is performed by the Full-Time employee.

### 20:03 Court Duty during Duty Day

If a Full-Time employee's court duty precedes or extends beyond their normal tour of duty by more than one half hour, they shall be compensated for all such hours or part thereof exceeding thirty (30) minutes, either preceding or extending beyond their normal tour of duty, as overtime under Article 4.

### 20:04 Court Duty during Off Duty Day

If a Full-Time employee's court duty falls on an off-duty day, they shall be compensated for all hours of actual attendance or part thereof exceeding thirty (30) minutes as overtime under Article 4, with a minimum attendance credit of four (4) hours.

### 20:05 Court Duty during Annual Vacation

Court Duty during annual vacation shall entitle the Full-Time employee to an extension of their annual vacation to restore the time in days expended in traveling to the court, actual court duty and travel time returning to their point of departure. In addition to the

extension of their annual holiday, they shall be compensated for their court duty as overtime under Article 4 but credited at double time as opposed to time and one half. There shall be a minimum credit allowance of four (4) hours.

20:06 The Full-Time Fire Fighter shall be entitled to the option of converting court duty in the form of credited hours of overtime into days off, subject to the maximum sixty-four (64) hours specified in Article 4.

## **ARTICLE 21 TECHNOLOGICAL CHANGE**

21:01 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Wherever possible, not less than ninety (90) days prior to the introduction or implementation of technological change affecting Full-Time employees, the Employer shall by written notice, furnish the Association with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Employer respecting (a) the nature and the degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of Full-Time employee. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.

Following the said disclosure representatives of the Parties will meet for the purpose of engaging in discussion with a view to resolving any issue which may concern the employment status of any Full-Time employee. Without mutual agreement no Full-Time employee covered by this Agreement, save and except probationary Full-Time employees shall suffer loss of employment on the Fire Department as a result of the exercise by the Employer of its right to change, provided the said Full-Time employee was in the employ of the Employer at the time the aforementioned notice was given by the Employer.

The words "Technological Change" in this Article mean:

- a) The introduction by the Employer of equipment or material of a different nature or kind than previously utilized and
- b) A change in the manner in which the Employer carried on its work and undertaking that is directly related to the introduction of that equipment or material.

In the event of a change by the Employer to the organizational structure of the Fire Department, the Employer shall advise the Association of the change as soon as possible. If requested by the Association, the Parties shall meet to discuss the change.

#### **ARTICLE 22 NO CONTRACTING OUT**

22:01 Except to the extent and to the degree agreed upon by the Parties, and except in the case of an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee or a person who is not an employee of the Corporation.

#### **ARTICLE 23 COMPENSATION FOR TRAINING**

23:01 When an employee performs any training for the Kitchener Fire Department or attends as a member of any Fire Department or Corporation Committee, a meeting relating to the membership of the aforementioned Committee while off duty, they shall be compensated at the rate of time and one half for the time spent training, or in attendance of the meeting/event. The training/event must be approved by the Fire Chief or designate.

#### **ARTICLE 24 WELLNESS**

24:01 All KPFFA members shall participate in the Wellness program

24:02 During the life of this agreement a Joint Wellness committee shall meet to design and implement a wellness program that consists of the following:

- Biometric Monitoring
- Annual fitness evaluation
- Fitness/Wellness education
- CIS and Mental Health awareness

24:03 In an effort to monitor, measure and manage the work life balance of the employees and enhance the effectiveness of the department. The following criteria will be assessed for the purpose of ensuring the interests of the parties are being met:

- Health and Wellness of employees and their families
- Attendance/sick time
- Morale
- WSIB Lost Time injuries and number of claims

24:04 Joint Wellness Committee Structure

Divisional representation

Age cross section consisting of one representative from each of the following categories <39, 40 – 49, and 50 + Gender representation

KPFFA  
Management

Meetings will be mutually arranged at a minimum of semi-annual intervals or as required to review the key evaluation factors, compensation at straight time

#### **ARTICLE 25 DURATION**

- 25:01 This Agreement shall be and remain in force and effect until the 31st day of December 2026 and thereafter it shall be automatically renewed from year to year unless in any year either Party gives notice to the other Party in writing of its desire to revise or amend this Agreement, such notice to be given no earlier than one hundred and twenty (120) days and not later than thirty (30) days prior to the termination date.
- 25:02 When requested in writing by a majority of the Full-Time employees, the Council of the Municipality shall within sixty (60) days after receipt of request, bargain in good faith with a Bargaining Committee of the Full- Time employees, and shall make every reasonable effort to come to an agreement, for the purpose of defining, determining and providing for remuneration, pension or working conditions of the Full-Time employees other than the Fire Chief and the Deputy Chief of the Fire Department.
- 25:03 If at any time during negotiations, as provided in Clauses 25:01 and 25:02, either Party comes to the conclusion that an agreement cannot be reached, then the provisions of the Fire Protection and Prevention Act shall apply.

**APPENDIX “A”  
CLASSIFICATIONS**

JOB TITLES	2023 RATES	
	Jan. 1, 2023	% Diff
	<b>2.95%*</b>	
PLATOON CHIEF	\$145,147	<b>132%</b>
CHIEF FIRE PREVENTION OFFICER	\$142,948	<b>130%</b>
TRAINING DIRECTOR	\$142,948	<b>130%</b>
ASSISTANT PLATOON CHIEF	\$137,010	<b>124.6%</b>
MASTER MECHANIC/FIREFIGHTER	\$134,151	122%
ASST. CHIEF FIRE PREVENTION OFFICER	\$131,952	<b>120%</b>
CAPTAIN	\$131,952	<b>120%</b>
TRAINING OFFICER	\$131,952	<b>120%</b>
FIRE PREVENTION OFFICER	Max.	108%
	Step 2	104%
	Step 1	100%
PUBLIC EDUCATION OFFICER	\$118,757	108%
<b>1ST CLASS FIRE FIGHTER</b>	<b>\$109,960</b>	<b>100%</b>
2ND CLASS FIRE FIGHTER	\$98,964	90%
3RD CLASS FIRE FIGHTER	\$87,968	80%
4TH CLASS FIRE FIGHTER	\$76,972	70%
5TH CLASS FIRE FIGHTER	Max.	60%
	Step 1	55%

\* Applied to 1st Class Fire Fighter rate. All other rates by percentage differential.

**Note: Current KPFFA members (prior to 2024) shall be grand parented to maintain eligibility for the Firefighter Mechanic Rank**

JOB TITLES	2023 RATES	
	Jan. 1, 2023	% Diff
	<b>2.95%</b>	
MECHANIC		
Maximum (After 30 months)	\$89,870	<b>81.73%</b>
(After 18 months)	\$85,483	<b>77.74%</b>
(After 6 months)	\$83,251	<b>75.71%</b>
Minimum	\$80,161	<b>72.90%</b>
EMERGENCY VEHICLE TECHNICIAN		
(After 6 months)	\$109,960	<b>100%</b>

Minimum	\$97,062	<b>88.27%</b>
<b>FIRE ALARM TECHNICAN</b>		
Maximum (After 3 years)	\$98,964	<b>90%</b>
(After 2 years)	\$87,968	<b>80%</b>
(After 1 year)	\$82,470	<b>75%</b>
Minimum	\$76,972	<b>70%</b>
1 <sup>st</sup> CLASS COMMUNICATION OPERATOR	\$109,960	<b>100%</b>
2 <sup>nd</sup> CLASS COMMUNICATION OPERATOR	\$98,964	<b>90%</b>
3 <sup>rd</sup> CLASS COMMUNICATION OPERATOR	\$87,968	<b>80%</b>
4 <sup>th</sup> CLASS COMMUNICATION OPERATOR	\$76,972	<b>70%</b>
5 <sup>th</sup> CLASS COMMUNICATION OPERATOR		
Max	\$65,976	<b>60%</b>
STEP 1	\$60,478	<b>55%</b>
CHIEF OF COMMUNICATIONS	\$134,811	<b>122.6%</b>
COMMUNICATION OFFICER	\$115,458	<b>105%</b>
DIRECT DETECT COORDINATOR/TECHNICIAN	\$109,960	<b>100%</b>

Note: A Mechanic can progress to an Emergency Vehicle Technician upon successfully obtaining the required certification and proof of proficiency without the necessity of a job posting.

<b>JOB TITLES</b>	<b>2024 RATES</b>	
	<b>Jan 1, 2024</b>	<b>% Diff</b>
	<b>2.95%*</b>	
PLATOON CHIEF	\$149,429	132%
CHIEF FIRE PREVENTION OFFICER	\$147,165	130%
TRAINING DIRECTOR	\$147,165	130%
ASSISTANT PLATOON CHIEF	\$141,052	124.6%
MASTER MECHANIC	\$138,109	122%
ASST. CHIEF FIRE PREVENTION OFFICER	\$135,845	120%
CAPTAIN	\$135,845	120%

TRAINING OFFICER		\$135,845	120%
FIRE PREVENTION OFFICER	Max.	\$122,260	108%
	Step 2	\$117,732	104%
	Step 1	\$113,204	100%
PUBLIC EDUCATION OFFICER		\$122,260	108%
1ST CLASS FIRE FIGHTER		\$113,204	100%
2ND CLASS FIRE FIGHTER **		\$101,884	90%
3RD CLASS FIRE FIGHTER **		\$90,563	80%
4TH CLASS FIRE FIGHTER **		\$79,243	70%
5TH CLASS FIRE FIGHTER	Max.	\$67,922	60%
	Step 1	\$62,262	55%

\* Applied to 1st Class Fire Fighter rate. All other rates by percentage differential.

JOB TITLES	2024 RATES	
	Jan 1, 2024	% Diff
	<b>2.95%*</b>	
<b>MECHANIC</b>		
Maximum (After 30 months)	\$92,522	81.73%
(After 18 months)	\$88,005	77.74%
(After 6 months)	\$85,707	75.71%
Minimum	\$82,526	72.90%
<b>EMERGENCY VEHICLE TECHNICIAN</b>		
(After 6 months)	\$113,204	100%
Minimum	\$99,925	88.27%
<b>FIRE ALARM TECHNICIAN</b>		
Maximum (After 3 years)	\$101,884	90%
(After 2 years)	\$90,563	80%
(After 1 year)	\$84,903	75%
Minimum	\$79,243	70%
1 <sup>st</sup> CLASS COMMUNICATION OPERATOR	\$113,204	100%
2 <sup>nd</sup> CLASS COMMUNICATION OPERATOR	\$101,884	90%
3 <sup>rd</sup> CLASS COMMUNICATION OPERATOR	\$90,563	80%
4 <sup>th</sup> CLASS COMMUNICATION OPERATOR	\$79,243	70%
5 <sup>th</sup> CLASS COMMUNICATION OPERATOR		
Max	\$67,922	60%
Step 1	\$62,262	55%
CHIEF OF COMMUNICATIONS	\$138,788	122.6%
COMMUNICATION OFFICER	\$118,864	105%
DIRECT DETECT COORDINATOR/TECHNICIAN	\$113,204	100%

Note: A Mechanic can progress to an Emergency Vehicle Technician upon successfully obtaining the required certification and proof of proficiency without the necessity of a job posting.

JOB TITLES	2025 RATES	
	Jan 1, 2025	% Diff
	<b>2.85%*</b>	
PLATOON CHIEF	\$153,688	132%
CHIEF FIRE PREVENTION OFFICER	\$151,359	130%
TRAINING DIRECTOR	\$151,359	130%
ASSISTANT PLATOON CHIEF	\$145,072	124.6%
MASTER MECHANIC	\$142,045	122%

ASST. CHIEF FIRE PREVENTION OFFICER	\$139,716	120%
CAPTAIN	\$139,716	120%

TRAINING OFFICER	\$139,716	120%	
FIRE PREVENTION OFFICER	Max.	\$125,744	108%
	Step 2	\$121,087	104%
	Step 1	\$116,430	100%
PUBLIC EDUCATION OFFICER	\$125,744	108%	
1ST CLASS FIRE FIGHTER	\$116,430	100%	
2ND CLASS FIRE FIGHTER **	\$104,787	90%	
3RD CLASS FIRE FIGHTER **	\$93,144	80%	
4TH CLASS FIRE FIGHTER **	\$81,501	70%	
5TH CLASS FIRE FIGHTER	Max.	\$69,858	60%
	Step 1	\$64,037	55%

\* Applied to 1st Class Fire Fighter rate. All other rates by percentage differential.

JOB TITLES	2025 RATES	
	Jan 1, 2025	% Diff
	<b>2.85%*</b>	
MECHANIC		
Maximum (After 30 months)	\$95,158	81.73%
(After 18 months)	\$90,513	77.74%
(After 6 months)	\$88,149	75.71%
Minimum	\$84,877	72.90%
EMERGENCY VEHICLE TECHNICIAN		
(After 6 months)	\$116,430	100%
Minimum	\$102,773	88.27%
FIRE ALARM TECHNICIAN		
Maximum (After 3 years)	\$104,787	90%
(After 2 years)	\$93,144	80%
(After 1 year)	\$87,323	75%
Minimum	\$81,501	70%
1 <sup>st</sup> CLASS COMMUNICATION OPERATOR	\$116,430	100%
2 <sup>nd</sup> CLASS COMMUNICATION OPERATOR	\$104,787	90%
3 <sup>rd</sup> CLASS COMMUNICATION OPERATOR	\$93,144	80%

4 <sup>th</sup> CLASS COMMUNICATION OPERATOR	\$81,501	70%
5 <sup>th</sup> CLASS COMMUNICATION OPERATOR		
Max	\$69,858	60%
Step 1	\$64,037	55%
CHIEF OF COMMUNICATIONS	\$142,743	122.6%
COMMUNICATION OFFICER	\$122,252	105%

DIRECT DETECT COORDINATOR/TECHNICIAN	\$116,430	100%
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Note: A Mechanic can progress to an Emergency Vehicle Technician upon successfully obtaining the required certification and proof of proficiency without the necessity of a job posting.

JOB TITLES	2026 RATES		
	Jan 1, 2026	% Diff	
	2.75%*		
PLATOON CHIEF	\$157,914	132%	
CHIEF FIRE PREVENTION OFFICER	\$155,522	130%	
TRAINING DIRECTOR	\$155,522	130%	
ASSISTANT PLATOON CHIEF	\$149,061	124.6%	
MASTER MECHANIC	\$145,951	122%	
ASST. CHIEF FIRE PREVENTION OFFICER	\$143,558	120%	
CAPTAIN	\$143,558	120%	
TRAINING OFFICER	\$143,558	120%	
FIRE PREVENTION OFFICER	Max.	\$129,203	108%
	Step 2	\$124,417	104%
	Step 1	\$119,632	100%
PUBLIC EDUCATION OFFICER	\$129,203	108%	
1ST CLASS FIRE FIGHTER	\$119,632	100%	
2ND CLASS FIRE FIGHTER **	\$107,669	90%	
3RD CLASS FIRE FIGHTER **	\$95,706	80%	
4TH CLASS FIRE FIGHTER **	\$83,742	70%	
5TH CLASS FIRE FIGHTER	Max.	\$71,779	60%
	Step 1	\$65,798	55%

\* Applied to 1st Class Fire Fighter rate. All other rates by percentage differential.

JOB TITLES	2026 RATES	
	Jan 1, 2026	% Diff
	2.75%*	
MECHANIC		
Maximum (After 30 months)	\$97,775	81.73%
(After 18 months)	\$93,002	77.74%
(After 6 months)	\$90,573	75.71%
Minimum	\$87,212	72.90%
EMERGENCY VEHICLE TECHNICIAN		
(After 6 months)	\$119,632	100%
Minimum	\$105,599	88.27%
FIRE ALARM TECHNICIAN		
Maximum (After 3 years)	\$107,669	90%

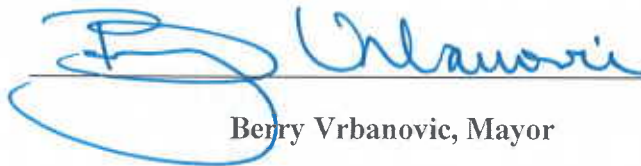
(After 2 years)	\$95,706	80%
(After 1 year)	\$89,724	75%
Minimum	\$83,742	70%
1 <sup>st</sup> CLASS COMMUNICATION OPERATOR	\$119,632	100%
2 <sup>nd</sup> CLASS COMMUNICATION OPERATOR	\$107,669	90%
3 <sup>rd</sup> CLASS COMMUNICATION OPERATOR	\$95,706	80%
4 <sup>th</sup> CLASS COMMUNICATION OPERATOR	\$83,742	70%
5 <sup>th</sup> CLASS COMMUNICATION OPERATOR		
Max	\$71,779	60%
Step 1	\$65,798	55%
CHIEF OF COMMUNICATIONS	\$146,669	122.6%
COMMUNICATION OFFICER	\$125,614	105%
DIRECT DETECT COORDINATOR/TECHNICIAN	\$119,632	100%


Note: A Mechanic can progress to an Emergency Vehicle Technician upon successfully obtaining the required certification and proof of proficiency without the necessity of a job posting.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its Mayor and Clerk, and the Party of the Second Part has caused this Agreement to be executed by its proper officers hereunto duly authorized.


DATED AT KITCHENER, ONTARIO, THIS 24 DAY OF June, 2024

**THE CORPORATION OF THE CITY OF KITCHENER**


  
\_\_\_\_\_  
Berry Vrbanovic, Mayor

  
\_\_\_\_\_  
Amanda Fusco, City Clerk

**THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION**

  
\_\_\_\_\_  
Brian Forbes, President KPFFA

  
\_\_\_\_\_  
Jeff Johnston, Secretary KPFFA

  
\_\_\_\_\_  
Daryl Greb, Bargaining Committee KPFFA

APPENDIX “B”

**DEPARTMENTAL RULES & ORDERS**

**RULES & ORDERS No. 1**

**SUBJECT: Maximum Period of Time Off**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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Twenty-eight (28) calendar days in succession is the maximum amount of time off that a Division Chief/Officer can grant. If someone desires a period longer than twenty-eight (28) days, it requires a written notice to the Division Chief/Officer stating the reasons for the extended period. The Division Chief/Officer must then consult with and obtain agreement of the Fire Chief or Management Designate before permission is granted.

Time off in this Rule refers to scheduled days off in combination with paid time off in the form of lieu time, vacation, trades but does not include sick leave or W.S.I.B.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 2**

**SUBJECT: Sick Leave Reporting**

**Effective Date:** January 1, 2019

**Revised Date:** March 4, 2021

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All personnel are required to report absences, and returning to duty, to the appropriate Division Chief/Officer prior to the commencement of the shift but no later than one hour prior to start of regular scheduled shift/work hours:

Suppression: 06:00 for day shift and 18:00 for night shift

Communication: 0:600 for day shift and 16:00 for night shift

All other Divisions: one hour prior to start of regular scheduled shift/work hours

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 3**

**SUBJECT: Medical Certificates**

**Effective Date:** January 1, 2009

**Revised Date:** March 4, 2021

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A certificate from a medical practitioner is required before any member is permitted to return to duty after being off because of surgery, infectious disease, broken bones, four (4) consecutive duty days, or W.S.I.B. The Fire Chief or Designate may determine other circumstances for which medical certificates will be required.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 4**

#### **SUBJECT: Late For Duty**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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Employees are to be reported as late if arriving after the duty starting time, unless permission has been granted by the Division Chief/Officer. The following procedure shall apply for employees arriving late for duty.

- Employees will have the late time deducted equivalent to the time incurred by the Department.
- First time, the cause shall be ascertained by the Division Chief/Officer, who shall report in writing to the office of the Deputy Fire Chief or Management Designate.
- The second time, in addition to the requirement of the first occurrences, the employee shall be advised by the Division Chief/Officer that should the employee be late a third time within a twelve (12) month period, the employee would then appear before the Fire Chief.
- The third time, in addition to the requirements necessary in the first occurrence, the Division Chief/Officer shall notify the employee that a meeting with the Fire Chief, or in their absence, the Deputy Fire Chief or Management Designate, will be arranged at the earliest opportunity. At such time disciplinary action may be taken.
- A fourth time within a twelve (12) month period, the Deputy Fire Chief or Management Designate will determine the circumstances and may relieve the employee of duty. The late employee will be advised that a meeting will take place with the Fire Chief, Deputy Fire Chief or Management Designate at which time disciplinary action may be taken.

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**All Departmental Rules & Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 5**

**SUBJECT: Driver's License**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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It is the employee's obligation to immediately notify the Deputy Fire Chief or management designate if and when their driver's license is invalid or restricts their legal ability to drive. All personnel must have their driver's license available to present to the Deputy Fire Chief or management designate upon request. Any violations of these obligations must be reported to the Deputy Fire Chief or management designate.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 6**

**SUBJECT: Incident / Accident Reporting**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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A member shall immediately report to their Officer any injury or accident to themselves, or to equipment, even if considered minor.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 7**

#### **SUBJECT: Training**

**Effective Date:** April 23, 2004

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It is the responsibility of the Kitchener Fire Department through its Officers to provide core training to its staff to enable them to perform their assigned tasks in a competent, safe and proficient manner.

This training is delivered in many modes and includes training by objectives and by drill to ensure the knowledge and skills are learned and practiced.

Each year, it is the target of the department that each fire fighter received 250 hours of training.

- It is the responsibility of the Training Director to establish an annual training plan and ensure each syllabus is distributed on schedule.
- It is the responsibility of the Platoon Chief to oversee the training program across all of the stations and to co-ordinate with the Captains scheduling and resource needs.
- It is the responsibility of the Captains for scheduling and resourcing the training plans for their stations. It is understood that there are competing pressures for time and the Captains must manage these requirements.
- It is the responsibility of all fire fighters to participate in training and maintain their skills and knowledge to the standards established by the fire department.

It is expected that the majority of training will be conducted between the core training hours of 8 am and 10 pm. Occasionally, there may be a need to conduct night training and these arrangements would be agreed upon between the Platoon Chief and the Director of Training. Whoever schedules training must keep the following factors in mind:

- Extremely hot (>28 C) or cold (<-20 C) weather conditions
- Duration of the training period.
- Schedule meals and rest breaks accordingly
- Impacts on neighbors – noise, traffic, etc.

## **RULES & ORDERS No. 7 - TRAINING PG. 2**

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Training is a critical activity in the quality assurance component of our service delivery. The Occupational Health & Safety Act of Ontario also places significant onus on all members of the fire department to be diligent about ensuring they are proficient to perform their duties.”

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 8**

**SUBJECT: Day-Off Trades**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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Employees may trade days off with each other for good cause providing the replacement is capable of performing the regular duties of the person the employee agrees to replace. The “REQUEST FOR DAY OFF CHANGE” form will be completed by the parties and submitted to the Division Chief/Officer’s Office for approval prior to trade. Requests for day off trades will not be unreasonably withheld. Repayment of time will be between the parties involved and all requirements will apply as herein noted.

When a day off trade is agreed upon and approved, it may not be cancelled without approval of all parties involved.

Working days or overtime shall not cause employees to work more than six (6) days or nights in succession. Except in cases of emergency, no one shall be scheduled to work twenty-four (24) consecutive hours. There shall be a period of one (1) day off between shifts (a shift is four (4) consecutive days or nights).

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

### **RULES & ORDERS No. 9**

#### **SUBJECT: Breaks**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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Lunch period for employees shall be one (1) hour in duration, with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

For Suppression Division working a twenty-four (24) hour shift, there is a one (1) hour dinner break.

The foregoing is subject to the demands of the service.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## **DEPARTMENTAL RULES & ORDERS**

**RULES & ORDERS No. 10**

**SUBJECT: Fire Department Rules**

**Effective Date:** November 24, 1995

**Revised Date:** March 4, 2021

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All members of the Kitchener Professional Fire Fighters Association are expected to know and understand all Department Rules.

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**All Departmental Rules and Orders of the Kitchener Fire Department have been mutually agreed to by the Kitchener Professional Fire Fighters Association and the Corporation of the City of Kitchener Fire Department and form part of the current Collective Agreement under the terms of Article 18.**

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## APPENDIX “C”

Issued: September 12, 2018

**Renewed and renumbered: December 12, 2023**

### LETTER OF UNDERSTANDING – 1

#### BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

#### AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION

The signatures affixed to this Letter of Understanding constitute agreement of the Parties to the following:

1. The parties agree that all required reports shall be completed and submitted prior to the end of the shift. Where management determines that it is not possible to complete the required reports for calls that occur in the last hour of the shift, there shall exist mandatory overtime (paid at a rate of 1.5 x the appropriate rate of pay), for the purpose of completing and submitting the required reports. For all calls that occur prior to the last hour of the shift, those reports shall be completed prior to the end of the shift with no overtime costs incurred by the Corporation.
2. Hours of work for the suppression division shall consist of twenty-four (24) hour shifts and shall be in accordance with the following schedule of rotating shifts: twenty-four (24) hours on duty, forty-eight (48) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty. Platoon rotation is as follows:  
  
A1 B2 A2 A1 B1 A2 B2 B1...
3. Employees shall not work in excess of forty-two (42) hours per week averaged over a calendar year (January 1 to December 31). This excludes authorized overtime and day-off trades.
4. A workday is a twelve (12) hour period from 07:00 - 19:00 or 19:00 - 07:00, a work week is one calendar week starting on Sunday at 07:00 and ending on the following Sunday at 07:00, a shift is a twenty-four (24) hour period from 07:00 - 07:00.
5. All suppression personnel reporting their absence due to illness prior to the start of a shift shall remain absent from work for a minimum of three (3) hours.

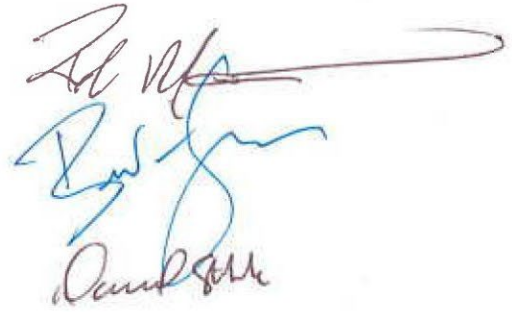
6. All suppression personnel may be granted leave for Family Medical for a minimum of three (3) consecutive hours.
7. All suppression personnel may be granted leave in lieu of statutory holidays for a minimum of three (3) consecutive hours.
8. The station schedule shall be filled out one shift prior, fully indicating training activities to be completed the following shift from 08:00 - 22:00. Station officers who will not be present the following shift due to vacation or day trade, shall fill out the station schedule for the officer filling in for them.
9. The Department may require employees to move from the twenty-four (24) hour shift schedule to straight days, for training purposes. In such circumstances a minimum of twenty-one (21) calendar days' notice will be given.
10. For the purpose of the twenty-four (24) hour shift clause 7:02 and By-law 73- 21P as listed in the clause shall mean: twelve (12) hours = one (1) sick leave credit (twenty-four (24) hours absent = two (2) sick leave credits). The City will convert a one-and-a-half (1.5) sick leave credit (day) to eighteen (18) hours and deduct at an hour for hour basis.
11. Medical accommodations will be arranged and scheduled based on forty (40) hours normally scheduled between Monday and Friday on either an eight (8) hour or ten (10) hour daily schedule. Hours may be restricted based on specific medical restrictions.
12. For the purpose of the twenty-four (24) hour shift fire fighters on the shift day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange duty exchange on the Election Day.
13. For purposes of overtime employees shall work no more than a maximum of thirty-six (36) hours and shall have twenty-four (24) hours off-duty prior to returning to duty for a twenty-four (24) hour shift. This shall not limit the rights of the Fire Chief under the Fire Prevention & Protection Act, 43(7).
14. For the purposes of shift exchange employees may work a maximum of four (4) hours shift change before or past their regularly scheduled twenty- four (24) hour shift. Additionally, employees may work a twelve (12) hour shift prior to and after a twenty-four (24) hour shift provided they have been free from work for a minimum of twelve (12) hours:
  - Scenario 1: work twelve (12) hours, free from work for twelve (12) hours, work twenty-four (24) hours.
  - Scenario 2: Work twenty-four (24) hours, free from work for twelve (12) hours, work twelve (12) hours.

Dated this 12<sup>th</sup> day of September, 2018

For the Association,



For the Corporation,



Issued: May 10, 1988

Renewed and renumbered: December 12, 2023

LETTER OF UNDERSTANDING -2  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER  
AND  
THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
INTER-DEPARTMENTAL CORRESPONDENCE

FROM: J. Panunto, Manager,  
Employment & Benefits.

DATE: May 10, 1988.

TO: Kitchener Professional  
Firefighters' Association.



RE: LETTER OF UNDERSTANDING  
EARLY RETIREMENT BENEFITS

This memorandum is to confirm our understanding that the above noted benefits are available to those Firefighters voluntarily electing early retirement as outlined in point 1 (a) and further clarified under points 2 and 3 (a), (b), (c) and (d).

An employee voluntarily electing early retirement as noted under 1 (a) would not be excluded if also in receipt of a benefit as defined under point 3 (a).

I trust this provides the clarification desired.

JP/mf

  
J. Panunto, Manager,  
Employment & Benefits.

**Issued: June 6, 1988**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 2A

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The signatures affixed to this Letter of Understanding constitute acceptance of the following matter:

1. Effective January 1, 1988 benefits coverage as outlined below will be extended to those electing early retirement until the retired employee's sixtieth (60th) birthday, subject to the following conditions:
  - a. The program is extended only to employees voluntarily electing early retirement. This is interpreted to mean that the employee is fifty (50) years of age or older at the time of early retirement and is in receipt of one of the following pensions:
    - i. A retirement pension from O.M.E.R.S. or Standard Life
    - or
    - ii. A permanent partial disability pension under O.M.E.R.S Supplementary Type III or Standard Life equivalent
2. Effective January 1, 1988, benefits coverage as outlined below will be extended to those employees who are fifty (50) years of age or older and in receipt of Long Term Disability benefits until the employee's sixtieth (60th) birthday. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after January 1, 1988.
3. The following general conditions apply to both #1 and #2 above:
  - a. This program is not extended to employees in receipt of any other benefits including Workers' Compensation.
  - b. The Corporation will pay one hundred percent (100%) of the cost. The benefits are subject only to the conditions of the Carrier.
  - c. The retiring employee or the employee approved for Long Term Disability must have a minimum of ten (10) years of continuous service with the Corporation at the time of early retirement or approval for Long Term Disability benefits.

- d. The benefits coverage terminates in the event of the death of the retiree or the employee on Long Term Disability benefits where death precedes the employee's sixtieth (60th) birthday.
4. The benefits to be extended will be as follows:
    - a. Ontario Health Insurance Plan (O.H.I.P)
    - b. Blue Cross Extended Health Care Plan or equivalent (including eyeglasses and semi-private hospital coverage. Eyeglasses coverage \$80.00 per family member every twenty-four (24) months – no deductible).
    - c. Blue Cross Dental Plan #9 or equivalent (1985 O.D.A. Fee Schedule).
    - d. Group Life Insurance Plan (the benefit as outlined here does not extend to employees in receipt of Long Term Disability benefits) – the amount of insurance to be fixed at a sum equivalent to two (2) times the dollar value of the pension provided through the Corporation (i.e. O.M.E.R.S., Standard Life, Confederation Life, Great West Life) at the time of early retirement. The amount of insurance will be rounded where necessary.
  5. Any future enhancements or additions to the benefits plans as outlined in Item 4 will be at the discretion of Council.
  6. Employees in receipt of benefits under the terms of this Letter of Understanding will continue to be eligible for post normal retirement benefits described in Clause 7:04(a) when the employee attains normal retirement age.
  7. This Letter of Understanding does not apply to those employees who have a normal retirement age of sixty-five (65)

DATED at Kitchener, this 6<sup>th</sup> day of June 1988

FOR KITCHENER PROFESSIONAL  
FIRE FIGHTERS' ASSOCIATION

John Divo  
James Runkel

FOR THE CORPORATION OF THE  
CITY OF KITCHENER

Tom Watson  
John Lynch

**Issued: June 6, 1988**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 2B  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER  
AND  
THE KITCHENER PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION



The signatures affixed to this Letter of Understanding constitute acceptance of the following matter:

1. Effective January 1, 1988, benefits coverage as outlined below will be extended to those electing early retirement until the retired employee’s sixty- fifth (65th) birthday, subject to the following conditions:
  - a. The program is extended only to employees voluntarily electing early retirement. This is interpreted to mean that the employee is fifty-five (55) years of age or older at the time of early retirement and is in receipt of one of the following pensions:
    - i. a retirement pension from O.M.E.R.S
    - or
    - ii. a permanent partial disability pension under O.M.E.R.S Supplementary Type III
2. Effective January 1, 1988 benefits coverage as outlined below will be extended to those employees who are fifty-five (55) years of age or older and in receipt of Long Term Disability benefits until the employee’s sixty-fifth (65th) birthday. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after January 1, 1988.
3. The following general conditions apply to both #1 and #2 above:
  - a. This program is not extended to employees in receipt of any other benefits including Workers’ Compensation.
  - b. The Corporation will pay one hundred percent (100%) of the cost. The benefits are subject only to the conditions of the Carrier.
  - c. The retiring employee or the employee approved for Long Term Disability must have a minimum of ten (10) years of continuous service with the Corporation at the time of early retirement or approval for Long Term Disability benefits.
  - d. The benefits coverage terminates in the event of the death of the retiree or the employee on Long Term Disability where death precedes the employee’s sixty-fifth (65th) birthday.



4. The benefits to be extended will be as follows:
  - a. Ontario Health Insurance Plan (O.H.I.P.)
  - b. Blue Cross Extended Health Care Plan or equivalent (including eyeglasses and semi-private hospital coverage. Eyeglasses coverage \$80.00 per family member for every twenty-four (24) months – no deductible).
  - c. Blue Cross Dental Plan #9 or equivalent (1985 O.D.A. Fee Schedule).
  - d. Group Life Insurance Plan (the benefit as outlined here is not extended to employees in receipt of Long Term Disability benefits) – the amount of insurance to be fixed at a sum equivalent to two (2) times the dollar value of the pension provided through the Corporation (i.e. O.M.E.R.S., Standard Life, Confederation Life, Great West Life) at the time of early retirement. The amount of insurance will be rounded where necessary.
5. Any future enhancements or additions to the benefit plans as outlined in Item 4 will be at the discretion of Council.
6. This Letter of Understanding does not apply to those employees who have a normal retirement age of sixty (60).

DATED at Kitchener, this 6th day of June, 1988.

KITCHENER PROFESSIONAL  
FIRE FIGHTER'S ASSOCIATION

  
\_\_\_\_\_  
  
\_\_\_\_\_

CORPORATION OF THE  
CITY OF KITCHENER

  
\_\_\_\_\_  
  
\_\_\_\_\_

**Issued: June 9, 2008**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 3

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

BY-LAW NUMBER 2008-17

OF THE

CORPORATION OF THE CITY OF KITCHENER

(A by-law respecting sick leave credits for employees of the Fire Department)

The Council of The Corporation of the City of Kitchener enacts as follows:

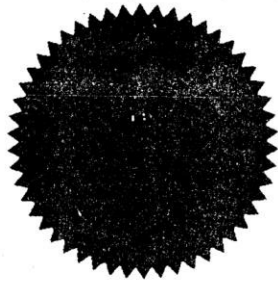
1. In this by-law:

- (a) "employee" means an employee of the City of Kitchener who is a full-time fire fighter as defined in the Fire Protection and Prevention Act, 1997, as amended, but does not include a Fire Chief, a Deputy Fire Chief or a volunteer firefighter;
- (b) "sick leave" means absence from work by reason of illness or injury for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, as amended;
- (c) "Family Medical Leave" means absence from work for the purpose of attending to the illness of a family member in accordance with Council Policy Resolution - Human Resources Policy Number HUM-VAC-215;
- (d) "net credits" means the unused sick leave credits of any employee at any relevant time;
- (e) "service" for the purpose of sections 4 and 5 shall be reckoned as at the date of termination and shall not include periods of approved leave of absence greater than 30 days in length unless Provincially legislated, but shall include periods during which the employee is on normal vacation or sick leave;
- (f) "retirement" means a person who has terminated his or her employment as an employee and is in receipt of an OMERS retirement pension;
- (g) "City" means The Corporation of the City of Kitchener.

2. There shall continue to be a Sick Leave credit plan for the employees to which this by-law applies.
3. Any employee on sick leave shall be entitled to receive full pay and benefits as though they had worked on a day for day basis to the full extent of his or her net credits.
4. (1) Each employee in the service of the City on October 12, 1971 shall be entitled to their net credits at that date plus one and one-half days' sick leave credit for each full month of service thereafter.  
(2) Each employee who becomes an employee of the City after October 12, 1971 shall receive one and one-half days' sick leave credit for each full month of service.  
(3) For the purpose of calculating the net credits of an employee who had less than six (6) months service on October 12, 1971, subsection (2) shall be deemed to have been in force from the date the employee became an employee.
5. When the employment of an employee who has less than five years' service is terminated by death or retirement, the net credits of that employee shall be paid to him or her on the basis of his/her normal salary or other remuneration at the date of termination.
6. When the employment of an employee who has more than five years' service is terminated by death or retirement, the net credits of that employee shall be paid to them on the basis of his/her normal salary or other remuneration at the date of termination, provided, however, that no employee shall be entitled to receive more than an amount equal to one-half year's earnings at the rate received by them immediately prior to termination of employment.
7. When the employment of an employee who has more than five years' service is terminated by voluntary resignation or dismissal, one half the net credits of that employee shall be paid to them on the basis of their normal salary or other remuneration at the date of termination, provided, however, that no employee shall be entitled to receive more than an amount equal to one half year's earnings at the rate received by them immediately prior to termination of employment.
8. The sums payable under sections 5, 6 and 7 of this By-law may be paid in a lump sum or in such number of equal monthly instalments as may be agreed upon.
9. An employee shall be entitled to use a portion of his or her net credits for Family Medical Leave in accordance with Council Policy Resolution - Human Resources Policy Number HUM-VAC-215.
10. In the case of any absence greater than two (2) days in duration, the employee may be required to establish that the absence was due to illness or injury by means of a medical certificate or other satisfactory evidence.

11. Nothing in this By-law affects any employee's right to a pension on retirement, nor in any way precludes Council consideration of a supplementary pension.

PASSED at the Council Chambers in the City of Kitchener this *9th*  
day of *June*, A.D. 2008.



*Carl Zick*  
\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
Clerk

**Issued: June 6, 1988**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING - 4  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER  
AND  
THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The signatures affixed to this Letter of Understanding constitute acceptance of the following conditions applicable to the Long-Term Disability Plan (L.T.D.):

1. The basis for determining the amount of Long-Term Disability benefit is changed from earnings level on the last day actively at work to earnings level on the last date in receipt of sick leave benefits.
2. A disabled Fire Fighter must utilize all accumulated sick leave credits in determining his eligibility for Long-Term Disability benefits. For example, if a Fire Fighter has accumulated one and a half (1.5) years of sick leave at time of disability, the Fire Fighter would not be eligible to receive Long-Term Disability payments until the full year and a half of sick leave credits has expired.

NOTE This provision is not applicable to Fire Fighters who were disabled in their course of employment with the City and have been assessed a Workers' Compensation Permanent Partial Disability Pension and remain unfit to resume their normal duties (as witnessed by appropriate medical evidence). In such circumstances, the Fire Fighter is not eligible for sick leave payments but may make application for Long-Term Disability benefits immediately. A Fire Fighter having less than six (6) months of sick leave credits will continue to be required to wait the six (6) month qualifying period before payments can commence.

3. A Fire Fighter having less than six (6) months of sick leave credits will continue to be required to wait the six (6) month qualifying period before payments can commence.
4. In determining the last date of payment, sick leave must be used in a continuous and unbroken fashion.

This agreement to take effect the end of the month following the date of mutual ratification of the 1987 Collective Agreement. This Agreement does not apply to any Fire Fighter disabled as at the date it is scheduled to take effect until they return to active duty.

DATED at Kitchener, this 10th day of June, 1988.

THE KITCHENER PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION

CORPORATION OF THE CITY  
OF KITCHENER

John Divo  
James Lumbich

Ray Ferguson  
[Signature]

**Issued: January 16, 2018**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 5

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The signatures affixed to this Letter of Understanding constitute agreement of the Parties to the following:

**Time Off to Attend Courses**

**Situation 1:**

If a course is mandatory for promotion or compliance with legislated requirements employees shall be granted leave from their regular scheduled hours equal to the amount of time required to attend the course. All required courses posted and instructed by the department with available spots will be filled by staff prior to any consideration for external courses.

**Situation 2:**

If the course is requested but not mandatory, approval will be at the discretion of Fire Management. Length of the course, location of course, associated costs and staffing coverage on shift are all factors which will be considered prior to approval.

If the non-mandatory course is approved by Fire Management, then the same methodology for determining the time off to attend the course as defined above in (Situation 1) shall apply. If due to course attendance, staffing drops into an overtime position, Fire Management reserves the right to cancel the request and the applicant may choose to reschedule or arrange time off with vacation or day trades. All course fees and mileage will still be fully remunerated.

Final determination for granting time off to attend courses in lieu of working their regular scheduled work hours shall be at the discretion of Fire Management.

**Mileage and allowable expenses to attend approved courses, seminars or conferences**

If the method of travel is driving the employee shall utilize a departmental vehicle. If a departmental vehicle is not available, Fire Management must be notified and with approval the employee shall utilize their own vehicle and be reimbursed mileage.

Mileage will be paid if the approved course is outside a ten (10) kilometer radius of Kitchener at the current Corporate rate in accordance with the applicable City of Kitchener policy and subject to the approval of Fire Management.

The expenses allowable for attendance to approved courses, seminars or conferences will be subject to the discretion of Fire Management in accordance with the applicable current City of Kitchener policy (Human Resources Policy HUM-WOR-035: Business Travel & Meetings).

Vacation and Course Approval:

The departmental course schedule will be posted in advance of vacation selection. Staff will not be compensated at premium rate if they choose to schedule vacation while enrolled in a course.

Appendix:

Situation 1 examples:

If a course is forty (40) hours in duration, then the employee shall be granted forty (40) hours leave from their regular scheduled hours immediately preceding or following the course dates. In a situation where the employee attends the course in addition to working their regular scheduled hours, then the employee will be compensated at the premium rate (time and one half) for the hours incurred in excess of their regular scheduled hours. Final determination for granting time off to attend courses in lieu of working their regular scheduled work hours shall be at the discretion of Fire Management.

*Course Information* - A suppression firefighter is scheduled to take a course that is required for promotion to acting captain and the course is forty (40) hours in duration. The course is scheduled Mon - Fri from 09:00 - 17:00 and it is being held at WRESTRC. The firefighter is scheduled to work a twenty-four (24) hour shift on the Sunday preceding the course and a twenty-four (24) hour shift on the Friday during the course.

*Calculation of time off/OT* - Depending upon staffing levels on the Sunday and the Friday on the firefighter's platoon, the firefighter would be granted twenty-four (24) hours of leave on the Sunday preceding the course in lieu of the twenty-four (24) hours spent attending the course Mon- Wed. The firefighter would be paid the premium rate for the eight (8) hours in class on Thurs and then the firefighter would attend the class on Fri as part of their regular scheduled work hours.

Situation 2 examples:

*Course Information* - A communications operator is approved to attend a non-mandatory course and the course is forty (40) hours in duration. The course is scheduled Mon - Fri from 09:00 - 17:00 and it is being held at WRESTRC. The communications operator is scheduled to work their last fourteen (14) hour night shift on the Sunday preceding the course and then begin their next block of four (4) work days on the Friday during the course.

Calculation of time off/OT - Depending upon staffing levels on the communications operator's platoon during their regular scheduled work hours, the communications operator would be granted fourteen (14) hours of leave on the Sunday preceding the course and granted ten (10) hours leave on the Saturday following the course in lieu of the twenty-four (24) hours spent attending the course Mon-Wed. The communications operator would attend the class on Fri as part of their regular scheduled work hours and would be paid a premium rate for the excess six (6) hours on Thursday (two (2) hours borrowed from the Friday since the course is eight (8) hours and their regular scheduled work hours are ten (10) hours on day shift). The communications operator would then return to work their regular scheduled hours on the Sunday night following the course.

KPFRA

Steph [Signature]  
[Signature]  
[Signature]  
[Signature]

Date

Jan 16/18

Corporation

[Signature]  
[Signature]

**Issued: May 20, 1998**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 6

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

VACATION SCHEDULING POLICY FOR COMMUNICATIONS DIVISION

The attached summer schedule shall form the basis for assigning summer vacations for communication employees so that each employee should receive a summer vacation of two shifts in alternate years. The eight (8) week summer vacation schedule shall commence approximately the first calendar week in July and end the last calendar week in August. Upon being placed on a platoon, the communicator shall be assigned to a group within the summer schedule to facilitate rotation within the schedule. Exceptions may occur because of promotions, transfers, etc. with the past practice of the person moving into the place of a person leaving the platoon. That may mean receiving summer vacation two (2) years consecutively or missing two (2) years consecutively. Communicators are to be divided in the alternate years of summer vacation to ensure a balanced shift complement.

To assign vacations other than summer, the attached vacation schedule guidelines are to be adhered to. If unavailable to attend the meeting on selection day, the Communicator shall arrange for another Communicator to pick in their absence or the Division Chief/Officer will automatically do it using the Communicator's completed selection form. A draft schedule approved by the Deputy Chief or Management Designate shall be posted by the Division Chief/Officer by November 1, following which employees may exchange vacations for a period of one (1) month. If an employee changes their summer vacation, the employee will have deemed to have received it. The final vacation schedule approved by the Deputy Chief or Management Designate shall be posted by the Division Chiefs/Officers by December 1.

Those communicators not having summer vacation shall pick either one (1) or two (2) consecutive shifts for their first pick. Following the first assignment or pick, communicators may pick one (1) additional shift in the summer period up to a maximum of two (2) shifts. Prime shifts such as Christmas and March break shall be rotated among all communicators on shift, should those shifts be in demand.

Following the final posting, each employee may exchange one (1) vacation period with one (1) employee or an open shift in each calendar year. No exchange shall be made for gain by any employee. The vacation change request form is to be completed, signed by both parties to the change and authorized by the Division Chief/Officer with copies to the Deputy Chief or Management Designate before any change is recognized. No extended vacation beyond twenty-

eight (8) calendar days by any employee is allowed without approval of the Deputy Chief or Management Designate through their Division Chief/Officer.

The attached Vacation Schedule Guidelines and the eight (8) shift summer vacation schedule shall form part of this Letter of Understanding.

This policy forms the mutually agreed upon vacation schedule as outlined in Article 5:04 of the Civilian Collective Agreement.

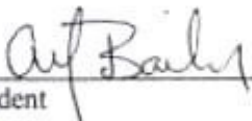
Dated at Kitchener, this 20 day of May, 1998.


The signatures affixed to this Letter of Understanding constitute acceptance of the following matter.

Signed:

For the Kitchener Professional  
Fire Fighters' Association

For the Corporation of  
the City of Kitchener

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Deputy Fire Chief

**Issued: November 30, 2023**

LETTER OF UNDERSTANDING – 7

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The signatures affixed to the Letter of Understanding constitute agreement of the Parties to the following:

**SUPPRESSION VACATION SELECTION**

This document shall form the basis for assigning vacation for firefighting employees.

Fire Fighters shall request their vacation by November 1st annually using the attached request form and shall submit the completed form to the Platoon Chief. Upon completion of this process, using these submissions, vacation selections shall take place at a special vacation selection meeting called by the Platoon Chief for Fire Fighters to select their vacation entitlements for the following calendar year.

The Platoon Chief shall ensure that all Fire Fighters on their platoon are in receipt of a vacation selection form before selection day. If unavailable to attend the meeting on selection day, the Fire Fighter shall arrange for another Fire Fighter to pick in their absence, or the Platoon Chief will automatically do it using the Fire Fighter's completed selection form. It is the Fire Fighter's responsibility to ensure the Platoon Chief has the Fire Fighter's completed selection form for this meeting. Meeting attendance is voluntary.

A draft schedule approved by the Deputy Fire Chief for Suppression or Management Designate shall be posted by the platoon chief by November 15th following which Fire Fighters may exchange vacations for a period of one (1) month. The final vacation schedule approved by the Deputy Fire Chief for Suppression shall be posted by the Platoon Chief by December 15th.

Following the final posting, each Fire Fighter may exchange vacation shifts providing that the members exchanging vacation shifts can perform the regular duties of both members exchanging the vacation shifts (for example fire fighters will not exchange with officers). No exchange may be made for gain by any Fire Fighters.

The vacation change request form is to be completed, signed by both parties to the change and authorized by the Platoon Chief with copies to the Deputy Fire Chief for Suppression before any change is recognized. No extended vacation beyond twenty-eight (28) days by any Fire Fighter is allowed without approval of the Deputy Fire Chief for Suppression through the Platoon Chief.

#### Vacation Selection Process:

- Employees are placed on the vacation selection list for their assigned platoon by divisional seniority in descending order for vacation selection.
- When more than one person has the same seniority date, employees in that group will rotate from top to bottom through their group each year this list is used by divisional seniority.
- For purposes of vacation selection, a vacation week is defined as the two (2) consecutive twenty-four (24) hour shifts that surround the two (2) calendar days off (twenty-four-hour shift, forty-eight hours off, twenty-four-hour shift = one (1) vacation week).
- One day equals a twelve (12) hour period (for employees with less than one (1) year of completed service). [Vacation Article 5]
- Platoon Chief and Assistant Platoon Chief shall not select the same vacation week. Platoon Chief and Assistant Platoon Chief shall select from a separate slot that is dedicated for these ranks only with one vacation slot per vacation week available for the PC and A PC.
- When a Captain selects a vacation week, there will be a maximum combination of three (3) Captains and Acting Captains permitted for each vacation week.

#### Examples,

1 Captain off - no more than 2 Acting Captains off.

2 Captains off - no more than 1 Acting Captains off

3 Captains off - 0 Acting Captains

0 Captains off - any number (up to three) Acting Captains off.

- Round One: Employees shall pick one (1) vacation week on descending order of divisional seniority.
- Round Two: Employee shall pick two (2) vacation weeks (either consecutive or non-consecutive) in descending order of divisional seniority.
- Round Three through Five Employees shall pick one (1) week of vacation descending order of seniority for the remaining selection of vacation entitlement.
- Round Six: Employees shall pick one Statutory Lieu week from available slots in descending order of divisional seniority.
- Total vacation entitlement is determined by the sum of vacation entitlement as defined in article 5 of the collective agreement and lieu day entitlement as defined by article 6 of the collective agreement.

**Vacation Calculations:**

There shall be a maximum of six slots available for each vacation week in the year. (Platoon Chief and Assistant Platoon Chief will not be included in these six slots - they will select in a separate slot).

There will be eight vacation weeks designated as "summer" vacation weeks. These weeks will be in July and August.

If the number of platoon members who select a "summer" vacation week, in Round One only, exceeds 48 then a seventh slot will be opened in the "summer" vacation slot weeks, only as required (i.e., if a platoon has 50 members and in Round One the first 48 members select a "summer" vacation week, the remaining two members will have the option of selecting a "summer" vacation week in Round One only - this option will not be available in Round 2).

**Long Term Absence (LTA) Selection**

Long Term Absence (LTA) for the purpose of vacation selection, is defined as employees who are absent on extended leave (extended leave absences are defined as absences of six (6) consecutive months or more and include absences due to WSIB, LTD, or any other absences excluding pregnancy leave).

Platoon members on Long Term Absences at the time of the platoon vacation selection, as defined in this article, shall select vacation weeks as per the LTA vacation selection process described below.

LTA platoon members will select vacation from their seniority based available slots during the vacation selection process. These LTA selections will be placed in a separate LTA column, or columns if required, and will not be placed in the six slots available for each vacation week.

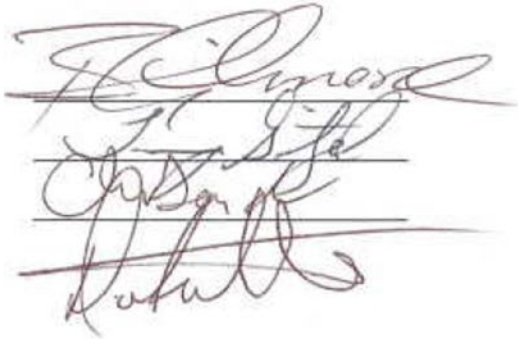
If an LTA member returns to full active duty in the vacation year, then their vacation selections will be honored. Vacation selections in the LTA column may not be traded or exchanged at any time while the member remains on LTA. However, if the member returns to full active duty, then they may exchange vacation as per this article.

Platoon members who are anticipated to be off on pregnancy leave for the selected vacation year, will select vacation during the time that they anticipate being returned to full duty for that year. For example, if the member off on pregnancy leave is expected to return on June 1 of the vacation year, the member's vacation entitlement will be selected after June 1 and before the end of the vacation year. Members off on pregnancy leave will select vacation with their respective platoons during their respective platoon vacation selection meeting.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

For the Corporation:

For the Association:



A handwritten signature in dark ink, appearing to be "J. C. [unclear]", written over three horizontal lines. The signature is cursive and somewhat stylized.



A handwritten signature in dark ink, appearing to be "J. C. [unclear]", written over three horizontal lines. The signature is cursive and somewhat stylized, with a large loop at the end. Below the signature is a small handwritten number "16".

NOVEMBER 30, 2023

**Issued: May 9, 2019**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 8

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

The signatures affixed to the Letter of Understanding constitute agreement of the Parties to the following:

Divisional Transfer Language

Eligibility to transfer: To be considered for divisional transfer all employees must have a minimum of three (3) years of seniority with the Kitchener Fire Department.

- (a) Members who are transferred from one Division to another Division shall not transfer with the rank earned in the Division from which they are being transferred.
- (b) Members transferring from one Division to another shall be considered a member of that Division after serving a period of three (3) years in said Division.
- (c) Members who voluntarily transfer to another Division shall:
  - i) if eligible, participate in the promotional process applicable for a new hire into that division and obtain the assigned passing grade.
  - ii) A member who is successful in the above procedure shall attain the salary for the position/rank for which they have applied.
  - iii) A member successful in the above procedure shall be assigned to the rank/position and shall complete an assessment period of six (6) months. The six (6) month assessment period shall commence following the completion of the assigned training but shall not extend beyond twelve (12) months from the date the employee is assigned to the position. The transferring member is also subject to whatever evaluations may be required by the applicable promotional language.
  - iv) A member who has successfully completed his/her assessment period shall be deemed to have commenced seniority in the Division effective the date of the transfer.
  - v) A member who fails to successfully complete his/her assessment period shall return to his/her previous Division with no impact on service and seniority. In order to accommodate this reverse transfer, all other transfers resulting from this

initial transfer will also be reversed with the incumbents returning to their former rank and or status within their former division.

vi) (a) A member who has transferred Divisions may elect to return to their former Division and rank in that Division, so long as notice is provided to the employer within three (3) years of the transfer. A member who has so notified the employer of his or her intention to return to their former Division and rank will have to wait until a suitable vacancy becomes available. Article 11:02(5)(b)(v) of the Collective Agreement does not function to bar a transferring employee from returning to his or her former rank in the Division.

(b) A member who has worked more than three (3) years in a Division may elect to transfer Divisions as set out in this article, provided the Fire Chief or Management Designate approves the transfer.

vii) Acting Captains with numbered promotional positions one (1) through twelve (12) that transfer from the Suppression Division shall have their promotional number remain in effect for three (3) years;

viii) Members on the Acting Captain promotional list without a numbered promotional position one (1) through twelve (12) that transfer from the Suppression Division shall retain their position until expiry of that three (3) year promotional list.

(d) Candidates transferring into the suppression Division without prior Kitchener Fire Department Suppression experience shall:

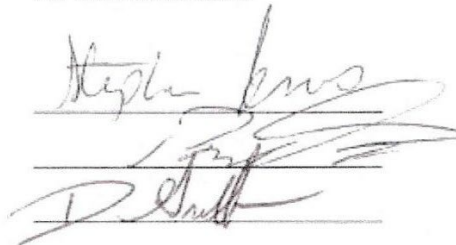
- i) complete the application as posted and successfully meet the assessment criteria for new recruits.
- ii) If successful at the interview phase of the selection process, participate in and successfully complete the fire fighter recruit training program.
- iii) A member who fails to successfully complete the fire fighter recruit training program shall return to his/her previous division with no impact on service and seniority. In order to accommodate this reverse transfer, all other transfers resulting from this initial transfer will also be reversed with these incumbents returning to their former rank and or status within their former division.

Dated this 09<sup>th</sup> day of May, 2018 *BGS*

For the Corporation:



For the Association:



**Issued: February 24, 1998**

**Renewed and renumbered: December 12, 2023**

LETTER OF UNDERSTANDING – 9

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER PROFESSIONAL FIRE FIGHTERS' ASSOCIATION LOCAL 457

The signatures attached to this Letter of Understanding constitute acceptance of the following:

The employment of Part-Time Civilian Dispatchers in the Fire Department is subject to the following conditions:

1. The hiring rate of pay will be at the current hourly rate established for a Full Time Civilian Dispatcher at the Level 1, and will progress to the Level 4 based on the total number of hours worked equivalent to those of the Full Time Civilian Dispatch progression together with meeting the required performance standards.  
No other Premium payments shall apply.
2. Overtime will be in accordance with the Employment Standards Act.
3. Vacation, Specified Holidays and other leaves will be in accordance with the greater of the Employment Standards Act or City Policies.
4. Any Benefit Plans will be restricted to those that are required by City Policy, for "other than continuous Full Time employees".
5. Union dues will be deducted as per the written direction of K.P.F.F.A.
6. Part Time Civilian Dispatchers shall not accrue seniority and the hiring and termination of Part Time Civilian Dispatchers shall be at the sole discretion of Management and not subject to the Grievance and Arbitration procedures.

A claim by a Part Time Civilian Dispatcher that their termination is unjust may request representation of the Association at a hearing with the Fire Chief and/or Deputy Chief, and if the decision to terminate is not reversed at that meeting the Part-Time Civilian Dispatcher may request a hearing with the Director of Human Resources. The decision of the Director of Human Resources shall be final and binding on the parties, and not subject to the Arbitration process.

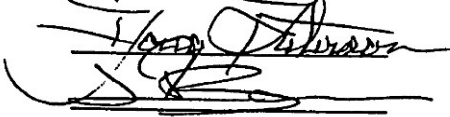
7. For the purpose of filling vacancies in the Full Time Civilian Dispatch classification, that have not been awarded to a Full Time member of the KPFFA, the vacancy shall be filled by way of offering to transfer the Part Time Civilian Dispatcher having the most service credits to Full Time status providing they meet the performance criteria of the position.
8. In the event that the terms and conditions of this Letter of Understanding conflict with the terms and conditions of the current Collective Agreement then this Letter of Understanding shall prevail.
9. The number of hours that can be worked by Part-time Civilian Dispatchers shall not exceed 10% of the total hours worked by Full Time Civilian Dispatchers in the previous calendar year, but in no event will a Part-Time Dispatcher be scheduled to work more hours than a Full-Time Dispatcher, unless amended by mutual agreement of the parties.

Hours worked by a Part-time Civilian Dispatcher temporarily transferred to cover a long term absence of a Full Time Civilian Dispatcher shall be excluded from the provisions noted above, and not be counted in the total number of maximum hours.

10. The purpose of this Letter of Understanding is to provide a framework for the employment of Part Time Civilian Dispatchers who will provide, in accordance with the Procedure and Replacement of Full Time Civilian Dispatcher, relief for Full Time Civilian Dispatchers who are off work due to Sick Leave, Bereavement Leave, Leave of Absence or Vacation. The actual scheduling on a day to day basis of the Part Time Civilian Dispatcher will be the responsibility of Management.
11. Unscheduled absences of Full Time Civilian Dispatchers of up to one day in duration shall first be offered to Full Time Dispatchers to work at the appropriate rate of pay, before being covered by Part-Time Civilian Dispatchers.

DATED THIS 24th DAY OF February 1998.

FOR THE CORPORATION



FOR K.P.F.F.A.

