

2014 – 2016

COLLECTIVE AGREEMENT

between

The Corporation of the City of Brantford

and

The Brantford Professional Fire
Fighters Association

January 1, 2014 – December 31, 2016

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THIS AGREEMENT entered into at Brantford, Ontario as of the 1st Day of **January 2014**

BETWEEN

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called the "Corporation")

OF THE FIRST PART

and

THE BRANTFORD PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(hereinafter called the "Association")

OF THE SECOND PART

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - SCOPE

- 1.1** The provisions of this Agreement shall apply to full-time Fire Fighters of the Brantford Fire Department, with the exception of the Chief and two (2) Deputy Chiefs.
(Dates Clause Changed: 65, 03)

ARTICLE 2 - RECOGNITION

- 2.1** The Corporation recognizes the Association's Committee, duly elected as the exclusive bargaining agent for all full-time fire fighters of the Brantford Fire Department.
(Dates Clause Changed: 65)
- 2.2** The term "Employees", "Employee", "Personnel", or "Members", of the Brantford Fire Department, as used in this agreement shall mean only those full-time Fire Fighters listed in Schedule One of this Agreement.
- (a) The Brantford Fire Department shall consist of these divisions: Fire Prevention, Training, Mechanical, Suppression and Communications.
(Dates Clause Changed: 99, 03)
- 2.3** Subject to the Fire Protection & Prevention Act as amended, at least ninety (90) days prior to the introduction or implementation of technological change, service sharing agreement, affecting employees, the Corporation shall, by written notice, furnish the

Association with full information of the planned change or changes. Such prior notice shall contain information respecting:

The nature and degree of the change.

The date or dates on which the Corporation plans to effect the change.

The location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of employees.

Following the said disclosure, representatives of the Parties shall meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any employee, under the auspices of and with the assistance of a mutually agreed third party.

(Dates Clause Changed: 84, 88, 99)

- 2.4** The Association acknowledges the exclusive right of the Corporation to maintain order, discipline and efficiency, to establish and enforce the rules and regulations necessary to the function and safe operation and generally to govern the conduct of the employees. To hire, discharge, promote, demote, lay-off, classify or suspend or discipline employees. The Corporation agrees that these functions shall be exercised in a manner consistent with the general purpose, provisions and intent of this Agreement subject to the right of an employee to lodge a grievance as set forth herein, and subject to related legislation.

(Dates Clause Changed: 77)

- (a) The Association also recognizes that it is the right of the Corporation to delegate any of its' functions, rights, duties or powers subject to this Agreement or otherwise, to the Fire Chief or such persons or Committees as the Corporation may deem advisable, subject to the terms of the Fire Protection & Prevention Act.

(Dates Clause Changed: 70, 85, 99)

- (b) The Corporation will encourage the study of advanced fire fighting techniques and other applicable courses by any member or members of the Association if such studies are approved by a recognized school of instruction.

(Dates Clause Changed: 70, 99)

- 2.5** No person outside of the Bargaining Unit shall be allowed to perform duties, services, and/or functions customarily and regularly performed, as of December 9, 1980, exclusively by the employees as defined in this Agreement except in the event of an emergency or circumstances beyond the control of the Corporation and only for the duration of the emergency or circumstance, or except with the consent of the parties.

(Dates Clause Changed: 80, 85)

ARTICLE 3 - NO DISCRIMINATION

- 3.1** The Corporation and the Association agree that there shall be no discrimination or intimidation exercised or practised by either of them or their representatives or members because of a Fire Fighter's participation or activity in the Association.

(Dates Clause Changed: 65)

ARTICLE 4 – HOURS OF DUTY

- 4.1** Employees assigned to the Suppression Division shall be required to do a tour of duty averaging a forty-two (42) hour week on a two (2) platoon system.

(Dates Clause Changed: 65, 03)

- (a) The Corporation and the Association agree to continue to negotiate for a trial period for a twenty-four hour shift in Suppression and that the Arbitration Board retains jurisdiction to deal with this matter.

(Dates Clause Changed: New 14)

- 4.2** Any full-time Fire Fighter requesting a change of shift or shifts must provide the Chief or the Platoon Chief on duty at the time of the request, with the name of a qualified replacement in the judgement of the Chief or the Platoon Chief on duty at the time. When a change has been granted, it shall become official.

(Dates Clause Changed: 65)

- 4.3** Employees assigned to other than suppression duties shall work a forty-two (42) hour work week but in no case shall such hours of work exceed the average work week of other suppression employees.

(Dates Clause Changed: 77, 03)

ARTICLE 5 – ASSOCIATION MEMBERSHIP

- 5.1** All employees in positions listed in Schedule One of this Collective Agreement, who are now members of the Association, shall remain members of the said Association and new employees hired in those positions listed in Schedule One of this Collective Agreement shall become members of the Brantford Professional Fire Fighters Association.

- (a) The Corporation agrees that the Association President or a member designated by the President will be given an opportunity to confer with new employees for the purpose of educating the new employees of their responsibilities and obligations to the Corporation and the Association. This meeting shall be up to one (1) hour maximum and will take place within regular working hours at a time agreeable to both parties.

(Dates Clause Changed: 65, 85, 96, 99, 03)

- 5.2** The Corporation shall deduct Association dues upon receipt of authorization of members of the Association, who have signed the deduction form supplied by the Association.

(Dates Clause Changed: 65, 85)

- 5.3** Dues shall be deducted on each pay and a cheque for the total amount accumulated shall be forwarded to the Treasurer of the Association at the end of each one (1) month period.

(Dates Clause Changed: 95, 2016)

ARTICLE 6 – VACATION

- 6.1** New employees starting after January 1st in any year, shall be entitled to one (1) days vacation for each month of service to a maximum of two (2) weeks.

(Dates Clause Changed: 86, 03)

- 6.2** Employees in the employ of the Corporation with one (1) year or more of continuous service shall be entitled to two (2) weeks vacation with pay in the year in which one (1) year of service is completed and each subsequent year unless hereinafter provided.

(Dates Clause Changed: 80, 03)

- 6.3** Employees with four (4) years of continuous service shall be entitled to three (3) weeks vacation with pay in the year in which four (4) years of service is completed and each subsequent year unless hereinafter provided.

(Dates Clause Changed: 92, 03)

- 6.4** Employees with ten (10) years of continuous service shall be entitled to four (4) weeks vacation with pay in the year in which ten (10) years of service is completed and each subsequent year unless hereinafter provided.

(Dates Clause Changed: 82, 03)

- 6.5** Employees with fifteen (15) years of continuous service shall be entitled to five (5) weeks vacation with pay in the year in which fifteen (15) years of service is completed and each subsequent year unless hereinafter provided

(Dates Clause Changed: 90, 96, 03)

- 6.6** Employees with twenty-three (23) years of continuous service shall be entitled to six (6) weeks vacation with pay in the year in which twenty-three (23) years of service is completed and each subsequent year unless hereinafter provided.

(Dates Clause Changed: 90, 92, 96, 01, 03, 13)

- 6.7** Vacation periods shall be granted each year on a system as agreed upon by the Fire Chief and the Association.

(Dates Clause Changed: 70)

- 6.8** One weeks vacation shall be defined as four (4) consecutive days on the two platoon system and five (5) consecutive days for those not on the two platoon system.

(Dates Clause Changed: 69, 94)

Vacation Upon Retirement or Other Leave of Absence

- 6.9** Employees leaving the Corporation due to retirement will receive vacation with pay based upon one weeks vacation per each two (2) months or parts thereof worked in their retiring year to the maximum that would have been received had the employee not retired. An additional week of vacation will be received if the vacation to be received is less than the maximum that they would have received had they not retired.

(Dates Clause Changed: New 03)

- 6.10** No vacation time shall be lost as a result of an accident or occupational illness occurring in the performance of duty, and which does not exceed six (6) continuous months. When the illness or disability exceeds six (6) continuous months, vacation entitlement shall be pro rated for the remainder of the year. When the employee returns to work, the vacation entitlement status will be as outlined in this agreement. Notwithstanding the above, effective January 1, 1997 all time lost from work greater than six (6) continuous months for any reason will reduce vacation and lieu day entitlements in the same proportion as the factor by which the period of absence relates to the full vacation year. Lieu days lost will relate to those days listed in Article 6.11.

(Dates Clause Changed: 88, 96)

Paid Holidays (Lieu Days)

- 6.11** In lieu of statutory and declared holidays, each employee shall be entitled to receive twelve (12) days off, with pay, in each year plus any holidays proclaimed by the Federal or Provincial Government. Lieu days shall be granted on a system agreed by the Fire Chief and the Association. Effective January 1st, 1997, for the purpose of this article Statutory Holidays shall mean the following:

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

(Dates Clause Changed: 70, 92, 96, 07)

- 6.12** New employees commencing employment after January 1st, in any year, shall be granted lieu days in accordance with the Employment Standards Act.

(Dates Clause Changed: 86)

- 6.13** Employees leaving the Corporation due to retirement will receive one (1) lieu day with pay for each month of completed service or part thereof worked plus a maximum of one (1) bonus day with pay in the retiring year to the maximum that would have been received if the employee had not retired.

(Dates Clause Changed: New 03)

ARTICLE 7 - UNIFORMS

- 7.1** The Corporation shall supply and issue to all members of the Department, all necessary clothing as required at the Corporation's expense and shall replace or repair such clothing, where necessary, at the discretion of the Chief.

(Dates Clause Changed: 82, 86)

- 7.2** All clothing issued by the Corporation to members of the Fire Department shall remain the property of the Corporation.

(Dates Clause Changed: 82)

- 7.3** The quantities and style of any clothing, including footwear, issued and the requirement for replacement or repair shall be at the discretion of the Chief upon consultation with the Association.

(Dates Clause Changed: 90, 99, 2016)

ARTICLE 8 – ACCIDENT AND SICKNESS

- 8.1** Employees off duty as a result of an accident or illness shall receive full salary during such periods off duty and the employee's sick leave accumulation shall be deducted one day for each day of such absence.

(Dates Clause Changed: 78)

- 8.2** Effective August 1, 2000 employees shall accumulate 1 ½ days each calendar month. Unused sick leave shall be cumulative 100%.

(Dates Clause Changed: 79, 99)

- 8.3** Length of service is to be calculated from the day the employee first joined the Department; provided that this service has been continuous since that date. Days counted to be working days only.

(Dates Clause Changed: 78)

- 8.4** Upon retirement as per Municipal Pension Plan, death or release from employment of

the Brantford Fire Department for medical reasons or disability, the employee shall be entitled to receive an amount equal to his/her salary for one-half (½) the number of days standing to his/her credit, and in any event, not in excess of the amount of one-half (½) year's earnings at the rate received by him/her immediately prior to the termination of employment.

(Dates Clause Changed: 78)

- 8.5** Sick allowance will not accumulate when an employee is sick for an entire calendar month.

(Dates Clause Changed: 78)

- 8.6** Where the Corporation requires a member to obtain a certificate or report from a medical practitioner, the Corporation shall pay any cost incurred in relation to the preparation of the certificate or report.

(Dates Clause Changed: New 99)

- 8.7** Employees off duty temporarily due to an accident or occupational disease compensable under the Workplace Safety and Insurance Act shall be paid full salary, not to exceed the employee's pre-injury net weekly pay, and such salary shall be paid from the employee's sick leave bank. When the monies are received from the W.S.I.B. they will be converted into hours and credited back into the employee's sick leave bank.

(Dates Clause Changed: 78, 87, 99)

ARTICLE 9 – EXAMINATIONS AND PROMOTIONS

- 9.1** Departmental examinations shall be conducted when required as determined by the Chief. These examinations will aid in determining those employees qualified to hold and occupy the various ranks and positions listed in Schedule One of this Collective Agreement.

(Dates Clause Changed: 80, 85, 03)

- 9.2** All examinations for various ranks and classifications above a 1st Class Fire Fighter shall be under the direction of the Training Officer and the Deputy Chief, a member of the Human Resources Department and one member appointed by the Association acting as invigilator.

(Dates Clause Changed: 80, 85, 99)

- 9.3** Notice of all future examinations will be posted for a period of sixty (60) days, if practicable, prior to such examinations being held.

(Dates Clause Changed: 90)

- 9.4** Candidates competing for the various ranks and classifications above 1st Class Fire Fighter must signify their intention in writing, to the Chief, and meet the following

criteria:

- (a) Recommendations for all promotions in any division in the Brantford Fire Department shall be based on seniority within that division provided that all the requirements for the position are met. The employee's personnel record will be utilized in assessing the qualifications of the employee being considered for promotion. In the event that one or more employees qualified for promotion to the same rank has equal seniority, the employee attaining the highest aggregate qualifying mark shall be the first promoted. In all other cases of promotion, the employee with the earlier qualification or promotion date for their respective rank shall be the first promoted to any higher rank.

(Dates Clause Changed: 86, 99)

- (b) Attain a 60% in each phase of the departmental examinations. It is agreed that candidates who have written and failed to attain the required mark, or who have failed to exercise their option to write, on three (3) separate occasions will not be accepted as candidates for future examinations, except in extenuating circumstances, at the discretion of the Chief.

(Dates Clause Changed: 90)

- (c) Attend the Ontario Fire College and other related institutions of learning as determined by the Chief. Successfully complete the prescribed courses.

9.5 Probationary, 4th class, 3rd class, 2nd class and 1st class fire fighters must attain a passing mark of 60% in all phases of the examination. No salary increase will be made for these classifications until they have successfully passed the examinations

Employees failing any classification examinations may be permitted to rewrite the examination within one (1) year following such failure and should they pass the re-examination the qualifying seniority date of increase will only be effective from the date of the re-examination.

In the event that on re-writing the examinations as outlined herein, the employee should again fail, he/she will not be retained as an employee. All these classification examinations shall be deemed promotional.

This Article will also apply for the progression through Ranks in other Divisions.

(Dates Clause Changed: 99, 01, 03)

9.6 In the event that an employee is prevented by injury or illness from taking part in any examinations, he/she shall, within six (6) weeks of his/her return to full-time duties be given the opportunity to take part in a special set of examinations, and should he/she pass the same he/she shall be deemed to have qualified as of the original date of the examination.

9.7 All positions and new positions, other than permanent fire fighting duties covered by

this agreement, shall be posted for a period of not less than seven (7) days to the attention of all employees. The posting shall include the qualifications as determined by the Chief. Applications will be considered in accordance with Article 9.4.

(Dates Clause Changed: 86, 03)

- 9.8** In the event a vacancy occurs for the position of Fire Prevention Officer the successful applicant shall attend at least one of the prescribed courses at the Ontario Fire College the first year of the appointment to the position. Should the applicant not successfully complete the prescribed courses at the Ontario Fire College, the applicant will be removed from the Fire Prevention Division. The successful applicant shall enter the position at their current rate of pay to a maximum of a 1st Class Fire Fighter but in no event less than the start rate for a Fire Prevention Officer.

- (a) In the event that the employee cannot attend the Ontario Fire College within the first year to complete the prescribed courses, the employee will, on the recommendation of the Fire Chief, be retained in the Fire Prevention Division after the completion of the one (1) year probationary period and the required courses will be scheduled by the Fire Chief.

(Dates Clause Changed: Replaced Article 17.3 in 03)

- 9.9** It is understood if none of the applicants meet the qualifications, the Chief may seek applications by advertisement outside of the present employees of the Fire Department, interview and select and employ the applicant subject to the conditions of the Collective Agreement.

(Dates Clause Changed: 77, 88, 03) (Was part of Article 17.3)

ARTICLE 10 – SENIORITY, LAY-OFF AND RECALL

- 10.1** For the purpose of this article, seniority shall be defined as length of service calculated from the date the employee was appointed to the Brantford Fire Department and will accumulate from that date. Seniority is lost if:

(Dates Clause Changed: 84)

- (a) An employee resigns;
- (b) An employee is discharged and not re-instated;
- (c) An employee is laid off and fails to return to work within seven (7) calendar days after receipt of the notice by registered mail sent to the last registered address of the employee;
- (d) An employee fails to return to work within fourteen (14) calendar days of notifying the Corporation of his/her intention to return to work. It is the obligation of the employee to keep the Corporation informed at all times of an address to which registered mail can be received by the employee or on his/her behalf;
- (e) Employees with up to three (3) years department seniority are laid off for more

than twelve (12) months and employees with three (3) or more years department seniority are laid off for more than thirty (30) months.

(Dates Clause Changed: 92, 99)

- 10.2** Should a lay-off or organizational demotion of a full-time fire fighter be affected it is recognized that seniority shall govern provided the personnel who are not laid off shall have the ability and are willing to efficiently perform the work to be done. It will result in the last full-time fire fighter to be promoted to an officer rank to be the first to be demoted. In the event of re-call, the fire fighters shall be recalled in the inverse order of their lay-off. Employees shall be restored to their respective former ranks in the inverse order of their demotion from those ranks where organizational needs were dictated. It is understood that those employees who are demoted will be paid at the rate of the classification in which they are performing their duties.

(Dates Clause Changed: 80)

- (a)** The Corporation shall notify the employees who are laid off thirty (30) calendar days before the lay-off is to be effective, if possible.

(Dates Clause Changed: 80, 85)

- (b)** The benefits for employees laid off shall continue, provided the employee deposits with the Corporation Human Resources Department on or before the first day of each month an amount equal to the cost of the benefit premiums.

(Dates Clause Changed: 80, 85)

ARTICLE 11 - SALARIES

- 11.1** The Corporation agrees to pay and the Association agrees to accept from the effective date of this Agreement, the salary rates and job classifications attached hereto as Schedule One.

(Dates Clause Changed: 06)

ARTICLE 12 – LEAVE OF ABSENCE

- 12.1** The President and any two (2) members of the Association shall be granted leave of absence with pay to the maximum of twenty (20) total days for the entire Association per calendar year as required for the proper performance of their duties, insofar as the regular operation of the service of the Brantford Fire Department will permit, at the discretion of the Fire Chief, and such discretion shall not be exercised unreasonably.

(Dates Clause Changed: 74, 13)

- 12.2** Every request for leave of absence without pay shall be in writing to the Fire Chief and leave of absence may be granted by the Fire Chief without pay for any period not exceeding six (6) months in any twelve (12) month period.

(Dates Clause Changed: 78)

- 12.3** In the event of a death in the immediate family, the employee if scheduled to work and at their option shall be granted upon request and without loss of pay up to three (3) days leave of absence. Traveling time not to exceed two (2) days without loss of pay may be granted by the Chief and/or Deputy Chief when the employee must travel 350 kilometres or more each way to attend such funeral. Such leave shall be granted and completed within five (5) days of the death.

Where there is a delay in the burial or memorial service, the employee may request from the Chief and/or his/her designate to use one (1) of the three (3) days bereavement leave for attending such burial or service.

For the purpose of this Article, the term "immediate family" shall be limited to including the following relations only:

Of the Employee

- Current Spouse
- Children / Step Children
- Parents / Step Parents
- Brother / Sister
- Step Brother / Step Sister
- Brother / Sister-in-Law
- Son / Daughter-in-Law
- Grandchildren
- Grandparents

Of the Employee's Current Spouse

- Children
- Parents
- Brother / Sister
- Grandparents

(Dates Clause Changed: 85, 01, 03, 13)

- 12.4** An employee may be granted a leave of absence wherein an emergency exists, involving the employee's spouse or children: i.e. pregnancy or accident. Such leave may be granted by the Officer in Charge and shall not extend beyond the remainder of the shift involved. The time off shall be deducted from the sick leave bank or overtime.

(Dates Clause Changed: 86)

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.1** A grievance shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of any provisions of this agreement or other terms and conditions of employment.

(Dates Clause Changed: 77)

- 13.2** In the event that an employee has cause for complaint concerning any provision contained in this agreement, or other terms or conditions of employment, he/she may present the matter to his/her shift platoon chief for settlement. Such complaint shall not prejudice any formal grievance which may ensue from the complaint.

(Dates Clause Changed: 77)

13.3 STEP 1

Failing settlement of any complaint, the employee may, with appropriate Association representation, present a grievance in writing within ten (10) calendar days of occurrence of the complaint to the Fire Chief who shall render his/her decision in writing, together with the reasons therefore, within ten (10) calendar days.

(Dates Clause Changed: 77, 01, 03)

STEP 2 Failing settlement under Step 1, the grievance shall then be appealed in writing to the Director of Human Resources of the Corporation within ten (10) calendar days of the decision of the Fire Chief. A meeting will be held to discuss the grievance with the Grievance Committee of the Association and three (3) members of the Corporation Management Committee within ten (10) calendar days of receipt of the appeal. The Corporation Management Committee shall render a decision in writing, together with the reasons therefore, within ten (10) calendar days of the meeting. Such grievance may be settled:

(Dates Clause Changed: 77, 86, 99, 01, 03)

- (a) By confirming the actions of the Corporation, or
- (b) In the case of discharge, by re-instatement with or without compensation, or
- (c) By any other arrangement, which is just and equitable in the opinion of the conferring parties or the arbitrator at Step 3.

STEP 3 Failing settlement in Step 2 the grievance may then be taken to arbitration as provided in the Fire Protection & Prevention Act. If no action is taken within thirty (30) calendar days, the grievance shall be deemed abandoned.

(Dates Clause Changed: 77, 99)

13.4 The time limits as listed herein may be extended by mutual agreement of the parties.

(Dates Clause Changed: 78)

13.5 It is understood that the Corporation may use the Grievance Procedure and in such case the grievance shall be filed at Step 2 of the Grievance Procedure.

(Dates Clause Changed: 78, 85)

ARTICLE 14 – EMPLOYEE BENEFIT PLANS

14.1 The Corporation shall engage a carrier to provide an Extended Health Plan for all employees who have completed three (3) months service, and eligible dependants on a pay direct non deductible basis. Such coverage shall include:

(Dates Clause Changed: 86, 92, 99, 01, 03, 05,)

Generic drugs unless the physician stipulates that the generic substitution would not be medically appropriate for the employee or the dependent concerned.

(As per arbitration award July 18, 2017)

Private and Semi-Private Hospital Accommodation;

Vision Care - \$450 every two years and laser eye surgery effective February 1, 2014

-Eye exam reimbursed up to reasonable & customary amount every 24 months

Hearing Aid - expenses to a maximum of \$500.00 every 24 months.

Coverage for Chiropractic and Massage Therapy to a maximum of \$500.00 for each paramedical benefit effective February 1, 2014 per year per person. Coverage to be in effect only after coverage under the Provincial Government Plan (if applicable) has been exhausted.

Erectile Dysfunction – expenses to a maximum of \$1200.00 per year.

Speech Pathologist – expenses to a maximum of \$260.00 per year

Deluxe Travel – please refer to benefit booklet for details

The premium cost shall be paid 100% by the Corporation.

- 14.2** All eligible employees, as a condition of employment, shall join the group life insurance plan(s) in effect for employees covered by this Agreement. Group Life Insurance shall be provided for each employee at the rate of two (2) times the yearly salary to the nearest \$1,000.00 life insurance and with an A.D.&D. provision of two (2) times annual salary. In the event of injury or death in the line of duty, the provision of the A.D.&D., up to two (2) times annual salary. The cost of the said life insurance coverage to be paid 100% by the Corporation.

(Dates Clause Changed: 76, 81, 86, 90, 99)

- 14.3** The Corporation agrees to engage a carrier and pay 80% of the premium cost and the employee shall pay 20% of the premium cost to provide basic and supplementary basic dental services (Manulife Level I and II), which has a \$2,000 annual maximum.

There is a nine (9) month recall for all individuals over the age of sixteen (16).

A plan for dentures (Manulife Level III) will also be provided at a co-payment of 80% and has an annual maximum of \$1000. (Dates Clause Changed: 2016)

A plan for orthodontia (Manulife Level V) will also be provided at a co-payment of 50% to a lifetime maximum of \$2,000.

(Dates Clause Changed: 92, 99, 03, 14,)

A plan for major restorative crowns/bridges will also be provided at a co-payment of 50% to a maximum of \$1,200.

(Dates Clause Changed: New 14)

- 14.4** The Corporation shall provide the Association with a copy of all Policies, providing any and all types of insurance benefits as provided by this Agreement.

(Dates Clause Changed: 76)

Retirees Benefits

- 14.5** In the event of an early retirement of an employee and who is in receipt of pension payments from the pension plans due to disability prior to the age of sixty (60) years, the Corporation shall provide the benefits under the Special Retirees Benefit Plan to age sixty-five (65), subject to Articles 14.6, 14.7, 14.8 and 14.9.

(Dates Clause Changed: 77, 85, 99, 03)

Retirees Prior to January 1, 2003

- 14.6** Those retirees prior to age sixty-five (65) will be eligible for benefits covered under the Special Retirees Benefit Plan. The cost of the premiums will be paid 100% by the Corporation, subject to the carrier's limitations.

(Dates Clause Changed: 80, 85, 99, 14)

- 14.7** Any employee retiring or any employee who is in receipt of a pension payment for the pension plans due to disability prior to the age of sixty (60) years, and who wish to have dental coverage may do so with the cost of the premiums paid 100% by the Corporation, subject to the carrier's limitation.

(Dates Clause Changed: New 03, 14)

Retirees After January 1, 2003

- 14.8** Any employee retiring prior to age sixty-five (65) will be eligible for benefits covered under the Special Retirees Benefit Plan. The cost of the premiums will be paid 100% by the Corporation, subject to the carrier's limitations.

(Dates Clause Changed: New 03)

- 14.9** Those retirees as described in Article 14.8, who wish to have dental coverage may do so, and the cost of such premiums will be paid 100% by the Corporation, subject to the carrier's limitations.

(Dates Clause Changed: New 03, 14)

- 14.10** Healthcare Spending Account – referenced in Appendix B (New 2016)

Death Benefits for Dependants

14.11 The spouse and/or dependent children of an active or retired employee shall upon the death of such employee be maintained on the benefit plan as outlined in and subject to Articles 14.1, 14.3, 14.6, 14.7, 14.8, and 14.9, for a period of one (1) year from the date of death.

(Dates Clause Changed: New 03)

Change of Carrier

14.12 The Corporation may substitute a carrier for an Extended Health Plan provided that the level of benefits conferred thereby is not decreased. The Corporation will advise the Association of any change in carrier at least sixty (60) days prior to implementing a change in carrier.

(Dates Clause Changed: New 14)

ARTICLE 15 - TELEPHONES

15.1 Telephone service for members of the Brantford Fire Department shall be maintained at the expense of the members and the number provided to the Administrative Division.

(Dates Clause Changed: 85, 2016)

ARTICLE 16 – ACTING RANK

16.1 Any employees required to act in a higher capacity shall be entitled to the rate paid for the higher rank from the first day.

16.2 When in the divisions of Suppression it is necessary for an employee to act as Captain or Platoon Chief or in Fire Prevention as Chief Fire Prevention Officer, it shall be the senior person qualified to perform the duties concerned who is on duty at that time.

(Dates Clause Changed: 85, 99)

ARTICLE 17 – PROBATIONARY PERIOD

17.1 The probation period for new employees shall be one (1) year.

(Dates Clause Changed: 76, 99, 03)

17.2 New employees must successfully pass their examination prior to the completion of the probationary period. Should an employee not be successful he/she shall not be retained as an employee.

(Dates Clause Changed: 77)

17.3 An employee promoted to a higher rank shall serve a probationary period of one (1) year before confirmation in the rank. (Dates Clause Changed: 80, 03)

ARTICLE 18 - GENERAL

- 18.1** Each employee shall be a full-time employee of the Brantford Fire Department and any employee engaged in outside employment which is detrimental to the performance of his/her duties, shall be subject for the first offence to a suspension of not more than one (1) week without pay, at the discretion of the Fire Chief, and to immediate dismissal if a second offence occurs within a twelve (12) month period of the first offence. If, however, the employee has a clean record for a period of twelve (12) consecutive months the first offence shall be removed from his/her record.

(Dates Clause Changed: 76)

- 18.2** In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Act, R.S.O., 1990 as amended.

Normal retirement age for all members of the Association is sixty (60) years.

(Dates Clause Changed: 03)

- 18.3** All notices and correspondence required to be given under any provisions of this Agreement shall, in the case of the Association be directed to the Secretary and the President of the Association and in the case of the Corporation be directed to the Director of Human Resources. The Association shall notify the Director of Human Resources of the proper address of the Secretary and any changes within three (3) days of any such change. The Association reserves the right to official correspondence with the Corporation, with a copy to the Director of Human Resources.

(Dates Clause Changed: 72, 03)

- 18.4** The Corporation will reimburse mileage to employees required to attend the Ontario Fire College. The reimbursement rate will be \$.32/kilometre.

(Dates Clause Changed: 92)

- 18.5** Payment for "acting time" or "overtime" shall be made to the employee quarterly upon request commencing the last pay period of March in each year.

(Dates Clause Changed: 94, 03)

ARTICLE 19 – DISCIPLINARY PROCEDURES

- 19.1** When a written reprimand is issued and entered on the record of an employee, a copy of the written reprimand shall be given to the employee and to the Director of Human Resources of the Corporation.

- 19.2** The written reprimand will be initialled by the employee in the presence of a member of the Association Executive who will also initial it as an indication of the receipt of the

reprimand. Such initialling will not constitute an admission of guilt.

(Dates Clause Changed: 85)

ARTICLE 20 – OVERTIME ALLOWANCE

- 20.1** In the event of emergency call-back the employee shall receive a minimum of two (2) hours at time and one-half (1½). Employees required to work on a continuous basis in addition to the end of a regular shift shall be paid at the rate of time and one-half (1½) for all time worked. There must be a minimum of one (1) hour accumulated before overtime is paid out.

(Dates Clause Changed: 76, 03)

- 20.2** Employees working overtime, other than outlined in Article 20.1 may, at the discretion of the Chief, be allowed lieu time for overtime worked.

- 20.3** On December 1st of each year, overtime/time owing in excess of twenty-four (24) accumulated hours will be paid to those affected employees. Any employee with less than twenty-four (24) accumulated hours must signify in writing to the Department Secretary if they wish any of their remaining accumulated hours to be paid out. Notwithstanding the above the overtime bank must be used or paid out prior to any promotion and/or next step increase in the recognition percentage levels, in accordance with Article 22.

(Dates Clause Changed: 03 06)

Attendance at Court

- 20.4** Employees who are required to attend Court when they are off duty, and have been subpoenaed on job related matters, shall be paid at time and one-half for hours while attending the Court with no minimum. It is understood that the employee shall return to the Corporation any witness fees received as a result of such subpoenaed appearance.

(Dates Clause Changed: 88, 90)

Attendance at Fire College

- 20.5** Effective October 1, 2014, when an employee in the Suppression Division attends a course at any location of the Ontario Fire College and other related institutions of learning as determined by the Chief that is five (5) days in duration or less and all or a portion of the course occurs on their regularly scheduled days off, they will be credited eight hours at time and a half per day that will be banked and used or paid after the course is completed.

When the Suppression Division employee has been granted a day or days of absence for attending the Ontario Fire College as described above, the day or days granted off will be deducted from the total number of days attended while on their regularly scheduled days off and the overtime will be adjusted accordingly.

Travel time is excluded from the calculation of overtime for attendance at Ontario Fire College and is paid at the straight time for a maximum of 3.5 hours to the Ontario Fire College or home from the Ontario Fire College.

(Dates Clause Changed: New 14)

ARTICLE 21 – HEALTH & SAFETY COMMITTEE

21.1 The Brantford Fire Department shall have a joint Health & Safety Committee consisting of at least four (4) members, at least half of the members must represent the employees. The Committee must meet at the workplace once every three (3) months. Members shall be paid when attending the meetings. The Committee's responsibilities are to:

- (a) Identify Workplace Hazards;
- (b) Obtain information from the Corporation about any existing or potential hazards in the workplace or workplace testing for safety purposes;
- (c) Make recommendations to the Corporation to improve workplace health and safety;
- (d) Investigate work refusals;
- (e) Investigate serious accidents;
- (f) Obtain statistical data from the W.S.I.B.

(Dates Clause Changed: New 99)

ARTICLE 22 – RECOGNITION PAY

22.1 Recognition pay shall be calculated as a percentage of a First Class Fire Fighter Rate. 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 any accumulated sick time payout at retirement, death or release from employment as outlined in Article 8.4

22.2 Recognition pay shall include overtime, however, any time in the employee's overtime bank must be used or paid out prior to any promotion and/or next step in the recognition percentage levels.

22.3 Recognition pay shall be implemented upon the Brantford Fire Department seniority anniversary date for each employee. This adjustment shall take effect the first full pay following the applicable anniversary date.

22.4 Effective July 1, 2009 Recognition pays of 3%, 6% and 9% will be paid to employees with (8), (17), and (23) years of completed service.

The eligibility for recognition pay is subject to the following:

Fire Suppression, Mechanical and Training Divisions must maintain a valid DZ licence. Fire Prevention & Communications staff must maintain a minimum of G Licence. If any member in any division losses their drivers licence (as above) due to medical reasons they shall still receive recognition pay.

A member will not receive recognition pay while under suspension or demotion due to disciplinary action.

(Dates Clause Changed: New 06)

ARTICLE 23 – DURATION

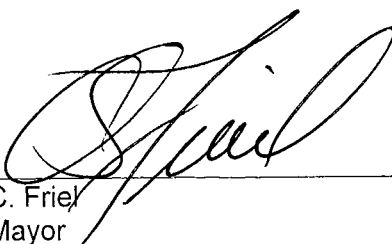
23.1 The terms and conditions of this agreement shall remain in force and effect from January 1, 2014 and continuing until December 31, 2016. In the event of the Corporation or the Association desiring or proposing any change or alteration to this agreement for the ensuing years of this agreement in respect of any of the matters herein provided for, the Corporation or the Association, as the case may be, shall give to the Association or the Corporation, as the case may be, written notice of the specific desired or proposed change(s) or alteration(s) prior to the first day of December in the year 2016 or thereafter the current year of this agreement and both parties shall thereupon negotiate in good faith in respect of the matters which it so proposes to change, or alter, provided that during such negotiations either party may bring in counter proposals arising out of or related to the original desired amendments. Unless herein noted, all changes will be effective March 28, 2017 with the exception of benefit enhancements which are effective June 1, 2017.

23.2 If such notice is given, negotiations between the parties shall begin within fifteen (15) days following receipt of such notice. If pursuant to such negotiations, an agreement on the revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect until replaced by a new Agreement.


IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested by the hands of their respective officers in that behalf, duly authorized.

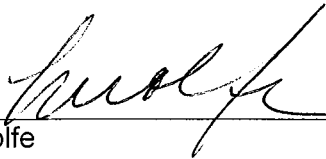
DATED at Brantford, Ontario, this 24 day of October 2017.

The Corporation of the City of Brantford

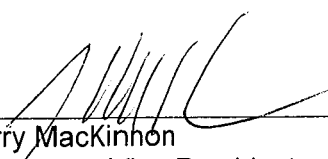

C. Friel
Mayor

The Brantford Professional Fire Fighters Association

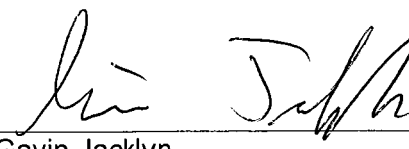

Tom Smith
B.P.F.F.A. President



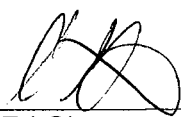
L. Wolfe
City Clerk



Jerry MacKinnon
B.P.F.F.A. Vice-President



Gavin Jacklyn
B.P.F.F.A. Health & Safety Representative



Ed Glover
B.P.F.F.A. Treasurer

Schedule One

Position	30-Jun-14	29-Sep-14
Platoon Chief	\$112,550	\$114,012
126% of 1st Class Fire Fighter		
Captain	\$103,617	\$104,964
116% of 1st Class Fire Fighter		
1st Class Fire Fighter	\$89,325	\$90,486
After 48 Months and Successful Completion of Exams		
2nd Class Fire Fighter (90%)	\$80,393	\$81,437
After 36 Months and Successful Completion of Exams		
3rd Class Fire Fighter (80%)	\$71,460	\$72,389
After 24 Months and Successful Completion of Exams		
4th Class Fire Fighter (70%)	\$62,528	\$63,340
After 12 Months and Successful Completion of Exams		
Probationary Fire Fighter (60%)	\$53,595	\$54,292
of First Class Fire Fighter		
Chief Fire Prevention Officer	\$112,550	\$114,012
126% of 1st Class Fire Fighter		
1st Class Fire Prevention Officer (100%) 1st class FF	\$89,325	\$90,486
After 48 Months and Successful Completion of Exams		
2nd Class Fire Prevention Officer (90%) 1st class FF	\$80,393	\$81,437
After 36 Months and Successful Completion of Exams		
3rd Class Fire Prevention Officer (80%) 1st class FF	\$71,460	\$72,389
After 24 Months and Successful Completion of Exams		
4th Class Fire Prevention Officer (70%) 1st class FF	\$62,528	\$63,340
After 12 Months and Successful Completion of Exams		
Probationary Fire Prevention Officer	\$53,595	\$54,292
(60%) 1st class FF		
Chief Training Officer	\$112,550	\$114,012
126% of 1st Class Fire Fighter		
Assistant Training Officer	\$103,617	\$104,964
116% of 1st Class Fire Fighter		
Mechanic		
After 2 Years (100% of Job Rate)	\$92,406	\$93,606
After 1 Year (93% of Job Rate)	\$85,938	\$87,054
Start (87% of Job Rate)	\$80,393	\$81,437
Assistant Mechanic		
After 4 Years (100% of Job Rate)	\$80,393	\$81,437
After 3 Years (90% of Job Rate)	\$72,354	\$73,293
After 2 Years (80% of Job Rate)	\$64,314	\$65,150
After 1 Year (70% of Job Rate)	\$56,275	\$57,006
Start (60% of Job Rate)	\$48,236	\$48,862
Communications Dispatcher		
After 24 Months (100% of Job Rate)	\$72,880	\$73,827
After 18 Months (95% of Job Rate)	\$69,236	\$70,136
After 6 Months (85% of Job Rate)	\$61,948	\$62,753
Start (75% of Job Rate)	\$54,660	\$55,370

Schedule One

Position	02-Mar-15
Platoon Chief	\$116,749
126% of 1st Class Fire Fighter	
Captain	\$107,483
116% of 1st Class Fire Fighter	
1st Class Fire Fighter	\$92,658
After 48 Months and Successful Completion of Exams	
2nd Class Fire Fighter (90%)	\$83,392
After 36 Months and Successful Completion of Exams	
3rd Class Fire Fighter (80%)	\$74,126
After 24 Months and Successful Completion of Exams	
4th Class Fire Fighter (70%)	\$64,861
After 12 Months and Successful Completion of Exams	
Probationary Fire Fighter (60%)	\$55,595
of First Class Fire Fighter	
Chief Fire Prevention Officer	\$116,749
126% of 1st Class Fire Fighter	
1st Class Fire Prevention Officer (100%) 1st class FF	\$92,658
After 48 Months and Successful Completion of Exams	
2nd Class Fire Prevention Officer (90%) 1st class FF	\$83,392
After 36 Months and Successful Completion of Exams	
3rd Class Fire Prevention Officer (80%) 1st class FF	\$74,126
After 24 Months and Successful Completion of Exams	
4th Class Fire Prevention Officer (70%) 1st class FF	\$64,861
After 12 Months and Successful Completion of Exams	
Probationary Fire Prevention Officer	\$55,595
(60%) 1st class FF	
Chief Training Officer	\$116,749
126% of 1st Class Fire Fighter	
Assistant Training Officer	\$107,483
116% of 1st Class Fire Fighter	
Mechanic	
After 2 Years (100% of Job Rate)	\$95,853
After 1 Year (93% of Job Rate)	\$89,143
Start (87% of Job Rate)	\$83,392
Assistant Mechanic	
After 4 Years (100% of Job Rate)	\$83,392
After 3 Years (90% of Job Rate)	\$75,053
After 2 Years (80% of Job Rate)	\$66,714
After 1 Year (70% of Job Rate)	\$58,374
Start (60% of Job Rate)	\$50,035
Communications Dispatcher	
After 24 Months (100% of Job Rate)	\$75,599
After 18 Months (95% of Job Rate)	\$71,819
After 6 Months (85% of Job Rate)	\$64,259
Start (75% of Job Rate)	\$56,699

The daily rate of pay for a member on shift (4 on/4 off) shall be the annual salary divided by 182.5 (183 in a leap year) and for non-shift (5 day work week) shall be the annual salary divided by 260 (261 in a leap year).

The hourly rate of pay for a member on shift (4 on/4 off) shall be the annual salary divided by 2190 hours (2196 in a leap year) and for non-shift (5 day work week) shall be the annual salary divided by 2184 (2186.4 in a leap year).

Appendix A: Early Retirees Benefit Plan Summary for Brantford Professional Fire Fighters Association

<u>Extended Health Care:</u>	<u>Coverage Summary</u>
Deductible	Nil
Co-insurance	100%
Hospitalization	Semi-private after 3 days
Drugs	Formulary Managed Care Drugs(MC1) @ 100% The balance of drugs in Formulary One @80% Medicines for which an interchangeable generic equivalent is available, will be limited to the lower of the actual cost or the lowest cost generic equivalent
Dispensing fee cap	\$5.00 per prescription
Smoking Cessation Aids	Anti-smoking Patches and Gum: 3 month supply per calendar year. 80% co-insurance
Private Duty Nursing	90/8 hour shifts
Physiotherapy	Charges which are reasonable and customary for the services of a licensed or registered physiotherapist
Psychologist	\$500.00/ per person/calendar year
Speech Pathologist	\$260.00/ per person/calendar year
Masseur	Per treatment - up to \$15.00 Maximum number of treatments - 15 per person per calendar year
Chiropractor	\$500.00/ per person/calendar year Including X-rays
Nutritional Counselling	\$500.00/ per person/calendar year
Hearing Aids	100% reimbursement up to a lifetime maximum of \$300.00
Vision	100% reimbursement up to a maximum of \$150 per 24 consecutive months
Orthopedics	\$400.00/year
Orthotics	2 pairs/calendar year to a maximum of \$400.00
Out-of-Province	Emergency - \$500,000 per person lifetime maximum
Deluxe Travel	Yes - 60 days duration - \$1,000,000 per covered person - Lifetime maximum
Termination age	65
<u>Dental Care:</u>	
Deductible	Nil
Co-insurance	100%
Preventive, Endo, Perio	Included
Surgical, Denture Repairs	Included
Recall	9 months
Orthodontics	Not applicable
Fee Guide	2 year lag
Termination Age	65

The above provides a summary of the benefit plan for early retirees. Reference to the benefit booklet (available upon request) is advised for more detailed information regarding these health and dental benefits.

Appendix B: Healthcare Spending Account (HSA)

When a member provides written notice of the member's effective retirement date to the Fire Chief, such member shall become eligible for an individual Healthcare Spending Account (HSA). Where the member also has 20 years or more of completed service with the Brantford Fire Department, such member will receive their pro-rated vacation pay entitlement in accordance with Article 6.9

The HSA shall be used to reimburse the member upon retirement for eligible medical or dental expenses incurred and meeting the Canada Revenue Agency's definition of an allowable deductible medical or dental expense. The eligible value of the HSA shall be determined as follows:

- 145 Days or more = \$3,000.00 per year
- 125 Days to 145 Days = \$2,000.00 per year
- 104 Days to 125days = \$1,500.00 per year
- 83 Days to 104 Days= \$1,000.00 per year
- 42 Days to 99 = \$500.00 per year

The applicable amount will be allocated annually to the retired member's HSA for use over a consecutive seven (7) year period. This period will commence on the date the retired member activates the HSA which must not be earlier than the date upon which the member turns age 65. In order to activate the account the retired member is expected to provide thirty (30) days advance notice.

If the HSA is activated on a date other than January 1, the allocation will be pro-rated for that period to December 31 of that year based on one twelfth (1/12th) of the annual value for every month, with part months being pro-rated accordingly. The subsequent calendar year will receive a pro-rated amount equal to eighty four (84) months less the number of months and part month that HSA has been active.

The annual maximum value of the HSA shall be \$3,000.00 (which cannot be carried over) for each eligible retired member. Unsatisfied claims from the year may be carried forward but must be submitted within 90 days of the end of that year.

The eligible expenses of the retired member's eligible spouse may also be claimed against the annual HSA, although eligibility for the HSA does not survive such member, except as permitted by the Canada Revenue Agency but only to a maximum of the balance of the 7 year period remaining to the retired member.

In order to receive reimbursement from the HAS for eligible medical or dental expense the member shall submit original receipts or certified copy(s).

Employees may use the HAS to purchase their own private healthcare coverage provided it meets the Canada Revenue Agency's definition of an allowable deductible medical or dental expense.

Appendix C: Captain of Training

Letter of Understanding Between the Brantford Professional Fire Fighters Association and the Corporation of the City of Brantford and referred to as "the parties"

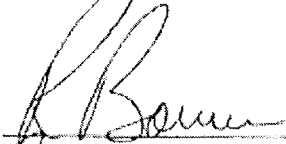
The parties agree to create a new position of **Assistant to the Training Officer** on the Fire Department under the scope of the Brantford Professional Fire Fighters Association and the terms of the Collective Agreement and will be referred to as "Captain".

The position will be placed into Schedule One at the rate of pay equivalent to that of a Captain. The Hours of Work will be on the five day work week schedule.

The "Position Responsibilities" of the Assistant to the Training Officer as attached hereto are accepted by both parties.

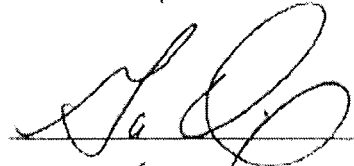
Dated April 7, 2006

For the Association



PRESIDENT BPFFA

For the Corporation



FIRE CHIEF

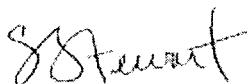
Appendix D: Assistant Mechanic

AWARD

Having heard and considered the positions of the parties I hereby order as follows:

1. The position of Assistant Mechanic is to be included in the Collective Agreement, with a top rate equivalent to 2nd Class Fire Fighter. The position will commence at 60% of that rate and progress by 10 % per year until the top rate is reached.
2. The duties of the Assistant Mechanic are those set out in Appendix A hereto.
3. Given the anomalous/transitional circumstances of Shawn Cavin's position as an Assistant Mechanic hired in anticipation of the retirement of Mark Latty, Mr. Cavin will continue to perform the duties currently assigned and will be paid at an annual rate of \$73,660.00 representing 93% of the current salary for a 2nd Class Firefighter effective March 23, 2014 on the pay period commencing after March 28, 2014. Mr. Cavin will be paid at an annual rate of \$79,205.00 representing 100% of the salary for a 2nd Class Firefighter, effective on his two-year service anniversary date of October 9, 2014. Mr. Cavin will only be entitled to general economic increases associated with a renewal Collective Agreement, regardless of any increases to the Mechanic position.
4. It is anticipated that the Mechanic position will be filled upon Mr. Latty's retirement. If Mr. Cavin is the successful applicant, he will commence at the start rate of the Mechanic position, i.e. 87% of the job rate, but will be red circled at his then current rate if that rate is above the Mechanic start rate.
5. The Employer will pay to Mr. Cavin the lump sum of \$37,500.00, subject to statutory deductions required by law, as soon as practicable.
6. I remain seized to deal with any disputes that may arise between the parties in connection with this matter.

Dated at Toronto, this 25th day of March, 2014



S.L. Stewart – Arbitrator