



# Collective Agreement

Between The Corporation of the City of Brantford and The Brantford Professional Fire Fighters Association

January 1, 2019 - December 31, 2023

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**THIS AGREEMENT** entered into at Brantford, Ontario as of the 1st Day of January 2019

#### 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 practiced 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 work a twenty-four (24) hour shift schedule based on an average forty-two (42) hour work week over a twenty-eight (28) day cycle working twenty-four (24) shifts beginning at 08:00 hours.
  - (a) Employees shall work no more than a maximum 36 consecutive hours and shall have 12 hours off duty prior to returning
  - (b) This shall not limit the rights of the Fire Chief under the *Fire Protection and Prevention Act, 43(7).*

(Dates Clause Changed: 65, 03, 2019) (Dates Clause Changed: New 14)

- 4.2 Any full time Fire Fighter requesting a change of shift or part thereof 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. Changes may be requested under the following provisions.
  - (a) Employees on the 24 hour shift are only permitted one exchange per shift, except where an employee is requesting two 12 hour exchanges
  - (b) Employees on the 24 hour shift may request exchanges at the beginning or end of a regular shift provided no firefighter works more than 36 hours as provided in a).

(Dates Clause Changed: 65, 2019)

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 The Employer shall withhold from the salaries or wages of all Full Time Fire Fighters 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

(Dates Clause Changed: 95, 2016, 2019)

5.4 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, he/she 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. The Corporation and the Association may agree to appoint an employee to act outside.

(Dates Clause Changed: NEW 2019)

#### 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 Vacation entitlement on the twenty-four (24) shift schedule will be as follows
  - (a) 1 week of earned vacation shall equal 2 credits
  - (b) 2 weeks of earned vacation shall equal 4 credits
  - (c) 3 weeks of earned vacation shall equal 6 credits
  - (d) 4 weeks of earned vacation shall equal 8 credits
  - (e) 5 weeks of earned vacation shall equal 10 credits
  - (f) 6 weeks of earned vacation shall equal 12 credits

The vacation weeks shall be as follows:

Week	Days Off		
1	1 Monday and Thursday		
2 Friday and Sunday			
3 Wednesday and Saturday			
4	Tuesday		

Table 1 - Vacation Weeks and Allowable days

One week is considered Monday through Sunday

One 24 - hour shift = one (1) vacation credit

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

(Dates Clause Changed: 69, 94, 2019)

#### Vacation Upon Retirement or Other Leave of Absence

6.9 Employees leaving the Corporation due to retirement or death prior to retirement will receive vacation with pay based upon one weeks vacation per each two (2) months or parts thereof worked in their final year of employment to the maximum that would have been received had the employee not left the Corporation. 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 left the Corporation.

(Dates Clause Changed: New 03, 2018)

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 thirteen (13) 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 Day	Canada Day	Thanksgiving
Family Day	Civic Holiday	Remembrance
Good Friday	Labour Day	Day
Easter Monday	National Day for	Christmas Day
Victoria Day	Truth and Reconciliation	Boxing Day

Dates Clause Changed: 70, 92, 96, 07, 19)

(a) Lieu days shall be granted on the following basis:

- 2 lieu days shall equal 1 lieu day credit
- 4 lieu days shall equal 2 lieu day credits
- 6 lieu days shall equal 3 lieu day credits
- 8 lieu days shall equal 4 lieu day credits
- 10 lieu days shall equal 5 lieu day credits
- 12 lieu days shall equal 6 lieu day credits

One 24-hour shift = one (1) lieu day credit

- (b) Where a situation arises that an employee has lieu days that total an odd number, they will be allowed to schedule a single 12-hour period off.
- 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 or death prior 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 final year of employment to the maximum that would have been received if the employee had not left the Corporation.

(Dates Clause Changed: New 03, 2018)

# 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.
  - (a) For Employees in suppression division one sick day equals 12 hours, however, if an employee leaves work sick, such hours will be pro-rated for those hours worked.
  - (b) An employee who books off for more than one (1) twenty-four (24) hour shift shall be required to provide the City's medical certificate of disability

(Dates Clause Changed: 78, 2019)

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 15% top up for 5 weeks paid by the Corporation and thereafter shall be paid from the employee's sick leave bank such that their net take home pay will be neither more nor less than the employee's pre-injury pay. 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.

Effective Jan 1, 2023, the top-up will be maintained at 15% but will be extended for up to a ten (10) week period.

(Dates Clause Changed: 78, 87, 99, 2019)

# **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 70% 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, 2019)

- (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 70% 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 reexamination.

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, 2019)

- 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 firefighting 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.

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 for a period of twelve (12 months, 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, 2019)

#### **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. One day equals twelve (12) hours on the twenty-four (24) hour shift.

(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 two (2) consecutive twenty-four (24) hour shifts paid time of from the date of the death or three (3) days leave of absence for members not working the twenty-four (24) hour shift. 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 kilometers 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. Suppression staff will be eligible to use one (1) twenty-four (24) hour shift.

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

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

# Of the Employee's Current Spouse

- Children
- Parents
- Brother / Sister
- Grandparents

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)

- 12.5 Pregnancy, Parental and Adoption leaves of absences shall be in accordance with the *Employment Standards Act* and amendments made thereto.
  - (a) Pregnancy and Parental Leave Supplementary Employment Benefit Top-Up will consist of the following:
    - (i) For the Employment Insurance (EI) waiting period, employees will be paid seventy-five percent (75%) of their straight time earnings for their classification that they were receiving on the last day worked prior to the commencement of the leave; and
    - (ii) The Employer will top up the difference between Employment Insurance benefits and 75% of the employee's regular straight time earnings for a period of up to 15 weeks for pregnancy or parental leave. Employees shall furnish the City with proof of their EI payments.

(Dates Clause Changed: 2018, 2019)

# **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 dependents 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 - \$500 every two years and laser eye surgery

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

Hearing Aid - expenses to a maximum of \$600.00 every 24 months.

Effective January 1, 2023 - expenses to a maximum of \$700.00 every 24 months

Psychologist \$2,250 per calendar year combined for psychologist and social worker

Effective January 1, 2023 – Psychologist - \$2500

(New: 2018, 2019)

Coverage for Naturopath, and Osteopath therapy to a maximum of \$700.00 for each paramedical benefit per year per person. Coverage to be in effect only after coverage under the Provincial Government Plan (if applicable) has been exhausted.

Effective January 1, 2022 = \$800.00

Effective January 1, 2023 = \$900.00

(New: 2018)

Coverage for Chiropractic and Massage Therapy to a maximum of \$700.00 for each paramedical benefit per year per person. Coverage to be in effect only after coverage under the Provincial Government Plan (if applicable) has been exhausted.

Effective January 1, 2022 = \$800.00 Effective January 1, 2023 = \$900.00

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 \$3,000.

(Dates Clause Changed: 92, 99, 03, 14, 2018, 2019)

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.

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(Dates Clause Changed: New 03, 14)
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14.10 Healthcare Spending Account – referenced in Appendix B (New 2016)

#### **Death Benefits for Dependents**

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 two (2) years from the date of death.

(Dates Clause Changed: 03, 2019)

#### **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 and shall be paid on each pay.

(Dates Clause Changed: 2018)

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 a course approved by the Fire Chief. Mileage rate to be based on Corporate policy, when a Fire vehicle is not available.

(Dates Clause Changed: 92, 2019)

18.5 The mandatory medical exam required by Ontario's Ministry of Transportation for a DZ license renewal shall be reimbursed up to a maximum of \$125.00 by the Corporation upon presentation of a receipt from the physician.

(Dates Clause Changed: NEW 2019)

18.6 Employees on the twenty-four (24) hour shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll on their own time or will arrange duty exchange for voting on the Election Day.

(Dates Clause Changed: 2019)

## **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 initialed 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 initialing will not constitute an admission of guilt. (Dates Clause Changed: 85)

## Article 20 - Overtime Allowance

20.1 An Employee who works approved overtime above their regular scheduled weekly hours shall receive overtime at a rate of one and half (1.5) times the employee's regular rate. Employees required to work on a continuous basis in addition to their regular shift shall receive overtime at the rate of time and one-half (1.5). In the event of emergency call-back the employee shall receive a minimum of two (2) hours at time and one-half (1.5). There must be a minimum of one (1) hour in an employee's overtime bank in order to request overtime payout.

(Dates Clause Changed: 76, 03, 2019)

20.2 Employees working overtime, in accordance with Article 20.1 may request lieu time for overtime worked to a maximum bank of forty-eight (48) hours.

(Dates Clause Changed: 2018)

20.3 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, 2018)

#### 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)

- 20.5 Employees working the 24 hour schedule may be scheduled out of the twenty four (24) hour shift rotation for the purpose of attending or instructing courses that cannot be completed during the regular twenty four (24) shift rotation, or are required to be conducted over a period of days, on the following basis.
  - (a) Up to two (2) times per year to a combined maximum of ten (10) days provided the employee receives forty-five(45) days of notice or mutual agreement of the Department, Association, and Employee asked to attend
  - (b) An Employee scheduled out of the twenty four hour shift who exceeds forty eight hours per week, shall have overtime paid or banked at a rate of time and one-half (1.5) for hours exceeding forty eight. If the employee is scheduled out of their Tuesday 24 hour shift, then overtime shall be paid or banked at a rate of time and one half (1.5) for hours exceeding twenty four.

(Dates Clause Changed: 2014, 2019)

#### 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 affect 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, 2019 and continuing until December 31, 2023. 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, 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 2023 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 June 27, 2021 with the exception of benefit enhancements which are effective June 27, 2021.
- 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 23 day of December 2021.

The Corporation of the City of Brantford

The Brantford Professional Fire Fighters Association

Anita Szaloky

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

Brian Hutchings CAO

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

Gavin Jacklyn B.P.F.F.A. Executive Member

Sean Donohue B.P.F.F.A. Secretary/Treasurer

# Schedule One Pay Rates By Position

# 2019

Position	Position Details	
Platoon Chief	128% of 1st Class Fire Fighter	\$127,096
Captain	116% of 1st Class Fire Fighter	\$115,181
1st Class Fire Fighter	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$99,294
2nd Class Fire Fighter	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$89,365
3rd Class Fire Fighter	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$79,435
4th Class Fire Fighter	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$69,506
Probationary Fire Fighter	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$59,576
Chief Fire Prevention Officer	Officer 128% of 1st Class Fire Fighter	
1st Class Fire Prevention Officer	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$99,294
2nd Class Fire Prevention Officer	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$89,365
3rd Class Fire Prevention Officer	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$79,435
4th Class Fire Prevention Officer	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$69,506
Probationary Fire Prevention Officer	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$59,576
1st Class Fire Safety Educator	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$99,294
2nd Class Fire Safety Educator	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$89,365

Position	Position Details	01-Jan- 19 Pay Rate
3rd Class Fire Safety Educator	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$79,435
4th Class Fire Safety Educator	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$69,506
Probationary Fire Safety Educator	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$59,576
Chief Training Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$127,096
Training Officer	116% of 1 <sup>st</sup> Class Fire Fighter	\$115,181
Mechanic	100% of Job Rate After 3 Years	\$102,718
Mechanic	93% of Job Rate After 2 Years	\$95,528
Mechanic	87% of Job Rate Start	\$89,365
Assistant Mechanic	100% of Job Rate After 4 Years	\$89,365
Assistant Mechanic	90% of Job Rate After 3 Years	\$80,428
Assistant Mechanic	80% of Job Rate After 2 Years	\$71,492
Assistant Mechanic	70% of Job Rate After 1 Year	\$62,555
Assistant Mechanic	60% of Job Rate Start	\$53,619
1st Class Communications Dispatcher	100% of Job Rate 24 months	\$81,012
2nd Class Communications Dispatcher	95% of Job Rate 18 months	\$76,962
3rd Class Communications Dispatcher	85% of Job Rate 6 months	\$68,861
Probationary Communications Dispatcher	75% of Job Rate Probationary start rate	\$60,759

Table 2 - Position Details and Pay Rate for 2019

# 2020

Position	Position Details	01-Jan- 20 Pay Rate	01-July-20 Pay Rate
Platoon Chief	128% of 1st Class Fire Fighter	\$129,193	\$131,519
Captain	116% of 1st Class Fire Fighter	\$117,081	\$119,189

Position	Position Details	01-Jan- 20 Pay Rate	01-July-20 Pay Rate
1st Class Fire Fighter	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$100,932	\$102,749
2nd Class Fire Fighter	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$90,839	\$92,474
3rd Class Fire Fighter	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$80,746	\$82,199
4th Class Fire Fighter	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$70,653	\$71,924
Probationary Fire Fighter	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$60,559	\$61,649
Chief Fire Prevention Officer	128% of 1st Class Fire Fighter	\$129,193	\$131,519
1st Class Fire Prevention Officer	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$100,932	\$102,749
2nd Class Fire Prevention Officer	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$90,839	\$92,474
<b>3rd Class Fire Prevention Officer</b>	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$80,746	\$82,199
4th Class Fire Prevention Officer	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$70,653	\$71,924
Probationary Fire Prevention Officer	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$60,559	\$61,649
1st Class Fire Safety Educator	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$100,932	\$102,749
2nd Class Fire Safety Educator	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$90,839	\$92,474
3rd Class Fire Safety Educator	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$80,746	\$82,199
4th Class Fire Safety Educator	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$70,653	\$71,924
Probationary Fire Safety Educator	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$60,559	\$61,649

Position	Position Details	01-Jan- 20 Pay Rate	01-July-20 Pay Rate
Chief Training Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$129,193	\$131,519
Training Officer	116% of 1 <sup>st</sup> Class Fire Fighter	\$117,081	\$119,189
Mechanic	100% of Job Rate After 3 Years	\$104,413	\$106,292
Mechanic	93% of Job Rate After 2 Years	\$97,104	\$98,852
Mechanic	87% of Job Rate Start	\$90,839	\$92,474
Assistant Mechanic	100% of Job Rate (90% of First Class Firefighter rate) After 4 Years	\$90,839	\$92,474
Assistant Mechanic	90% of Job Rate After 3 Years	\$81,755	\$83,227
Assistant Mechanic	80% of Job Rate After 2 Years	\$72,671	\$73,979
Assistant Mechanic	70% of Job Rate After 1 Year	\$63,587	\$64,732
Assistant Mechanic	60% of Job Rate Start	\$54,503	\$55,484
1st Class Communications Dispatcher	100% of Job Rate (85% of First Class Firefighter) After 24 months	\$85,792	\$87,337
2nd Class Communications Dispatcher	95% of Job Rate After 18 months	\$81,502	\$82,970
3rd Class Communications Dispatcher	85% of Job Rate After 6 months	\$72,923	\$74,236
Probationary Communications Dispatcher	75% of Job Rate Start	\$64,344	\$65,503

Table 3 - Position Details and Pay Rates for January 2020 and July 2020

Position	Position Details	01-Jan- 20 Pay Rate	01-July-20 Pay Rate
1st Class Communications Dispatcher	100% of Job Rate (85% of job rate) After 4 years and successful completion of exams	\$85,792	\$87,337
2nd Class Communications Dispatcher	90% of Job Rate After 3 years and successful completion of exams	\$77,213	\$78,603
3rd Class Communications Dispatcher	80% of Job Rate After 2 years and successful completion of exams	\$68,634	\$69,870
4th Class Communications Dispatcher	70% of Job Rate After 1 year and successful completion of exams	\$60,054	\$61,136
Probationary Communications Dispatcher	60% of Job Rate Start	\$51,475	\$52,402

#### Any New Communications Dispatcher Hired in 2020 – new chart

 Table 4 - Position Details and Pay Rates for January 2020 and July 2020 for Any New Communications Dispatcher hired in 2020

#### 2021

Position	Details	01-Jan- 21 Pay Rate	01-July-21 Pay Rate
Platoon Chief	128% of 1 <sup>st</sup> Class Fire Fighter	\$132,701	\$133,896
Captain	117% of 1 <sup>st</sup> Class Fire Fighter	\$121,297	\$122,389
1st Class Fire Fighter	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$103,673	\$104,606
2nd Class Fire Fighter	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$93,306	\$94,145
3rd Class Fire Fighter	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$82,938	\$83,685
4th Class Fire Fighter	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$72,571	\$73,224
Probationary Fire Fighter	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$62,204	\$62,764
Chief Fire Prevention Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$132,701	\$133,896
1st Class Fire Prevention Officer	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$103,673	\$104,606

Position	Details	01-Jan- 21 Pay Rate	01-July-21 Pay Rate
2nd Class Fire Prevention Officer	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$93,306	\$94,145
<b>3rd Class Fire Prevention Officer</b>	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$82,938	\$83,685
4th Class Fire Prevention Officer	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year	\$72,571	\$73,224
Probationary Fire Prevention Officer	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$62,204	\$62,764
1st Class Fire Safety Educator	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$103,673	\$104,606
2nd Class Fire Safety Educator	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$93,306	\$94,145
3rd Class Fire Safety Educator	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$82,938	\$83,685
4th Class Fire Safety Educator	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$72,571	\$73,224
Probationary Fire Safety Educator	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$62,204	\$62,764
Chief Training Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$132,701	\$133,896
Training Officer	117% of 1 <sup>st</sup> Class Fire Fighter	\$121,297	\$122,389
Mechanic	100% of Job Rate After 3 Years	\$107,249	\$108,214
Mechanic	93% of Job Rate After 2 Years	\$99,742	\$100,639
Mechanic	87% of Job Rate Start	\$93,307	\$94,146
Assistant Mechanic	100% of Job Rate (90% of First Class Firefighter) After 4 Years	\$93,306	\$94,145
Assistant Mechanic	90% of Job Rate After 3 Years	\$83,975	\$84,731
Assistant Mechanic	80% of Job Rate After 2 Years	\$74,645	\$75,316
Assistant Mechanic	70% of Job Rate After 1 Year	\$65,314	\$65,902
Assistant Mechanic	60% of Job Rate Start	\$55,983	\$56,487

Position	Details	01-Jan- 21 Pay Rate	01-July-21 Pay Rate
1st Class Communications Dispatcher	100% of Job Rate (86% of First Class Firefighter) After 24 months	\$89,160	\$89,961
2nd Class Communications Dispatcher	95% of Job Rate After 18 months	\$84,702	\$85,463
3rd Class Communications Dispatcher	85% of Job Rate After 6 months	\$75,786	\$76,467
Probationary Communications Dispatcher	75% of Job Rate Start	\$66,870	\$67,471

Table 5 - Position Details and Pay Rates for January 2021 and July 2021

#### Any New Communications Dispatcher Hired in 2021

Position	Position Details	01-Jan- 21 Pay Rate	01-July-21 Pay Rate
1st Class Communications Dispatcher	100% of Job Rate (86% of First Class Firefighter) After 4 years and successful completion of exams	\$89,160	\$89,961
2nd Class Communications Dispatcher	90% of Job Rate After 3 years and successful completion of exams	\$80,244	\$80,965
3rd Class Communications Dispatcher	80% of Job Rate After 2 years and successful completion of exams	\$71,328	\$71,969
4th Class Communications Dispatcher	70% of Job Rate After 1 year and successful completion of exams	\$62,412	\$62,973
Probationary Communications Dispatcher	60% of Job Rate Start	\$53,496	\$53,977

 Table 6 - Position Details and Pay Rates for January 2021 and July 2021 for Any New Communications Dispatcher hired in 2021

#### 2022

Position	Details	01-Jan- 22 Pay Rate	01-July-22 Pay Rate
Platoon Chief	128% of 1 <sup>st</sup> Class Fire Fighter	\$135,235	\$136,588
Captain	117% of 1 <sup>st</sup> Class Fire Fighter	\$123,613	\$124,850
1st Class Fire Fighter	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$105,652	\$106,709
2nd Class Fire Fighter	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$95,087	\$96,039

Position	Details	01-Jan- 22 Pay Rate	01-July-22 Pay Rate
3rd Class Fire Fighter	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$84,522	\$85,368
4th Class Fire Fighter	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$73,956	\$74,697
Probationary Fire Fighter	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$63,391	\$64,026
Chief Fire Prevention Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$135,235	\$136,588
1st Class Fire Prevention Officer	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years	\$105,652	\$106,709
2nd Class Fire Prevention Officer	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$95,087	\$96,039
<b>3rd Class Fire Prevention Officer</b>	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$84,522	\$85,368
4th Class Fire Prevention Officer	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$73,956	\$74,697
Probationary Fire Prevention Officer	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$63,391	\$64,026
1st Class Fire Safety Educator	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$105,652	\$106,709
2nd Class Fire Safety Educator	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$95,087	\$96,039
<b>3rd Class Fire Safety Educator</b>	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$84,522	\$85,368
4th Class Fire Safety Educator	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$73,956	\$74,697
Probationary Fire Safety Educator	60% of 1 <sup>st</sup> Class Fire Fighter Start Rate	\$63,391	\$64,026
Chief Training Officer	128% of 1 <sup>st</sup> Class Fire Fighter	\$135,235	\$136,588
Training Officer	117% of 1 <sup>st</sup> Class Fire Fighter	\$123,613	\$124,850
Mechanic	100% of Job Rate After 3 Years	\$109,296	\$110,389
Mechanic	93% of Job Rate After 2 Years	\$101,646	\$102,662

Position	Details	01-Jan- 22 Pay Rate	01-July-22 Pay Rate
Mechanic	87% of Job Rate Start	\$95,088	\$96,039
Assistant Mechanic	100% of Job Rate (90% of First Class Firefighter) After 4 Years	\$95,087	\$96,039
Assistant Mechanic	90% of Job Rate After 3 Years	\$85,578	\$86,435
Assistant Mechanic	80% of Job Rate After 2 Years	\$76,069	\$76,831
Assistant Mechanic	70% of Job Rate After 1 Year	\$66,561	\$67,227
Assistant Mechanic	60% of Job Rate Start	\$57,052	\$57,623
1st Class Communications Dispatcher	100% of Job Rate (87% of First Class Firefighter) After 24 months	\$91,917	\$92,837
2nd Class Communications Dispatcher	95% of Job Rate After 18 months	\$87,321	\$88,195
3rd Class Communications Dispatcher	85% of Job Rate After 6 months	\$78,129	\$78,911
4th Class Communications Dispatcher	75% of Job Rate Start	\$68,938	\$69,628

Table 7 - Position Details and Pay Rates for January 2022 and July 2022

#### Any New Communications Dispatcher Hired in 2022

Position	Position Details	01-Jan-22 Pay Rate	01-July-22 Pay Rate
1st Class Communications Dispatcher	100% of Job Rate (87% of First Class Firefighter) After 4 years and successful completion of exams	\$91,917	\$92,837
2nd Class Communications Dispatcher	90% of Job Rate After 3 years and successful completion of exams	\$82,725	\$83,553
3rd Class Communications Dispatcher	80% of Job Rate After 2 years and successful completion of exams	\$73,534	\$74,270
4th Class Communications Dispatcher	70% of Job Rate After 1 year and successful completion of exams	\$64,342	\$64,986
Probationary Communications Dispatcher	60% of Job Rate Start	\$55,150	\$55,702

 Table 8 - Position Details and Pay Rates for January 2022 and July 2022 for Any New Communications Dispatcher hired in 2022

# 2023

Position	Details	01-Jan-23 Pay Rate	01-July-23 Pay Rate
Platoon Chief	130% of 1 <sup>st</sup> Class Fire Fighter	\$137,612	\$141,159
Captain	118% of 1 <sup>st</sup> Class Fire Fighter	\$126,861	\$128,129
1st Class Fire Fighter	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$107,509	\$108,584
2nd Class Fire Fighter	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$96,758	\$97,726
3rd Class Fire Fighter	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$86,007	\$86,867
4th Class Fire Fighter	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$75,256	\$76,009
Probationary Fire Fighter	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$64,505	\$65,150
Chief Fire Prevention Officer	130% of 1 <sup>st</sup> Class Fire Fighter	\$137,612	\$141,159
1st Class Fire Prevention Officer	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$107,509	\$108,584
2nd Class Fire Prevention Officer	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$96,758	\$97,726
<b>3rd Class Fire Prevention Officer</b>	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$86,007	\$86,867
4th Class Fire Prevention Officer	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$75,256	\$76,009
Probationary Fire Prevention Officer	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$64,505	\$65,150
1st Class Fire Safety Educator	100% of 1 <sup>st</sup> Class Fire Fighter After 4 Years and Successful Completion of Exams	\$107,509	\$108,584
2nd Class Fire Safety Educator	90% of 1 <sup>st</sup> Class Fire Fighter After 3 Years and Successful Completion of Exams	\$96,758	\$97,726
3rd Class Fire Safety Educator	80% of 1 <sup>st</sup> Class Fire Fighter After 2 Years and Successful Completion of Exams	\$86,007	\$86,867

Position	Details	01-Jan-23 Pay Rate	01-July-23 Pay Rate
4th Class Fire Safety Educator	70% of 1 <sup>st</sup> Class Fire Fighter After 1 Year and Successful Completion of Exams	\$75,256	\$76,009
Probationary Fire Safety Educator	60% of 1 <sup>st</sup> Class Fire Fighter Start	\$64,505	\$65,150
Chief Training Officer	130% of 1 <sup>st</sup> Class Fire Fighter	\$137,612	\$141,159
Training Officer	118% of 1 <sup>st</sup> Class Fire Fighter	\$126,861	\$128,129
Mechanic	100% of Job Rate After 3 Years	\$111,217	\$112,239
Mechanic	93% of Job Rate After 2 Years	\$103,432	\$104,466
Mechanic	87% of Job Rate Start	\$96,759	\$97,727
Assistant Mechanic	100% of Job Rate (90% of First Class Firefighter) After 4 Years	\$96,758	\$97,726
Assistant Mechanic	90% of Job Rate After 3 Years	\$87,082	\$87,953
Assistant Mechanic	80% of Job Rate After 2 Years	\$77,406	\$78,181
Assistant Mechanic	70% of Job Rate After 1 Year	\$67,731	\$68,408
Assistant Mechanic	60% of Job Rate Start	\$58,055	\$58,635
1st Class Communications Dispatcher	100% of Job Rate (89% of First Class Firefighter) After 4 years and Successful Completion of Exams	\$95,683	\$96,640
2nd Class Communications Dispatcher	90% of Job Rate After 3 Years and Successful Completion of Exams	\$86,115	\$86,976
3rd Class Communications Dispatcher	80% of Job Rate After 2 Years and Successful Completion of Exams	\$76,546	\$77,312
4th Class Communications Dispatcher	70% of Job Rate After 1 Year and Successful Completion of Exams	\$66,978	\$67,648
Probationary Communications Dispatcher Table 9 - Position Details and Pay Rates	60% of Job Rate Start	\$57,410	\$57,984

Table 9 - Position Details and Pay Rates for January 2023 and July 2023

Effective December 31, 2023 Communications Dispatchers – 90% of First Class Firefighter Rate

Position	Position Details	2023 Pay Rate
1st Class Communications Dispatcher	100% of Job Rate (90% of First Class Firefighter) After 4 years and successful completion of exams	\$97,726
2nd Class Communications Dispatcher	90% of Job Rate After 3 years and successful completion of exams	\$87,953
3rd Class Communications Dispatcher	80% of Job Rate After 2 years and successful completion of exams	\$78,181
4th Class Communications Dispatcher	70% of Job Rate After 1 year and successful completion of exams	\$68,408
Probationary Communications Dispatcher	60% of Job Rate Start	\$58,635

 Table 10 - Position Details and Pay Rates for 2023 for Communications Dispatchers

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

Extended Health Care	Coverage Summary
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

Table 11 – Extended Health Care Coverage Summary

Dental Care	Coverage Summary
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

 Table 12 - Dental Care Coverage Summary

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 dent al 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 form 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

For the Corporation  $\int_{a} \int_{a} \int_{b} \int_{cH} \int_{$ 

Figure 1 – Letter of Understanding between the Brantford Professional Fire Fighters Association and the Corporation of the City of Brantford in relation to the creation of the Captain of Training Position

# **Appendix D**

## **Assistant Mechanic**

#### <u>AWARD</u>

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

 The position of Assistant Mechanic is to be included in the Collective Agreement, with a top rate equivalent to 2<sup>nd</sup> Class Fire Fighter. The position will commence at 60% of that rate and progress by 10 % per year until the top rate is reached.

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 2<sup>nd</sup> 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 2<sup>nd</sup> 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.

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.

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

Stewart

S.L. Stewart - Arbitrator

Figure 2 - Agreement for the Position of Assistant Mechanic