

**TOWN OF AMHERSTBURG**

**BY-LAW NO. 2004-87**

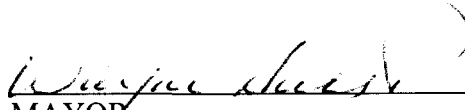
**A by-law to authorize the signing of the terms and conditions  
of Employment for Amherstburg Professional Firefighters Association**

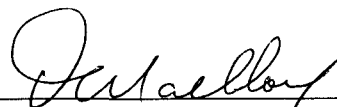
Whereas it is deemed expedient to outline the terms and conditions of employment of the Amherstburg Professional Firefighters Association for the years 2004, 2005 and 2006.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF  
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to sign the terms and conditions of the employment for the Amherstburg Professional Firefighters Association.
2. That the By-law shall come into force and take effect upon the final passing thereof.

Read a first, second and third time and finally passed this 18<sup>th</sup> day of October 2004.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

1<sup>st</sup>. Reading - October 18, 2004  
2<sup>nd</sup> Reading - October 18, 2004  
3<sup>rd</sup> Reading - October 18, 2004

**2004, 2005 & 2006 AGREEMENT**

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**AND**

**THE AMHERSTBURG PROFESSIONAL FIREFIGHTERS ASSOCIATION**

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Agreement made in duplicate this 13th day of September, 2004

**B E T W E E N**

**The Corporation of the Town of Amherstburg**

**hereinafter called the Corporation**

**of the First Part**

**- and -**

**The Amherstburg Professional Firefighters 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 duties, privileges, working conditions and remuneration and to establish the best possible working conditions so as to develop and maintain a spirit of cooperation between the Corporation and the Association and to promote and effect an efficient Fire Department.

**Whereas** this agreement now witnesseth that the parties hereto, in consideration of the premises and mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 1: RECOGNITION AND SCOPE**

- 1.01** The Corporation recognizes the Association as the exclusive bargaining agent for all the fulltime employees of the Amherstburg Fire Department with the exception of the Chief and the Deputy Chief and this Agreement shall be applicable to all such employees.
- 1.02** The Association agrees that nothing in this Agreement shall be construed as imposing any personal liability upon any individual who from time to time is a member of the Corporation.
- 1.03** The Corporation and the Association agree that the terms of this Agreement do not apply to volunteer firefighters and part-time employees designated to provide fire prevention and firefighting duties unless otherwise specifically stated therein.

**ARTICLE 2: RELATIONSHIP**

- 2.01** The Parties hereto mutually agree that any employee of the Corporation covered by the Agreement shall become a member of the Association.
- 2.02** The Corporation and the Association agree that no employee, and no member of the family of any employee, shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any such organization or by reason or race, creed, colour, political or religious belief or personal prejudice.

### **ARTICLE 3: MANAGEMENT'S RIGHTS**

- 3.01** The Association recognizes the right of the Corporation to operate and manage the Amherstburg Fire Department and its operations in all respects in accordance with its commitments and its obligations and responsibilities to the ratepayers and residents of the Corporation of the Town of Amherstburg. The right to decide on the number of employees needed by the Corporation at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment, are solely and exclusively the responsibility of the Corporation. The Corporation also has the right to make and alter from time to time rules or regulations to be observed by the employees, but before altering any such rules or regulations, the Corporation shall discuss same with the Association and give it an opportunity of making representations with regard to such proposed alterations. The Corporation agrees that any such rules or regulations shall not conflict with the provisions of this Agreement.
- 3.02** The rights and privileges reserved to the Corporation in this Article shall not be exercised in a manner which would contravene any provisions of this Agreement.

### **ARTICLE 4: ASSOCIATION REPRESENTATION**

- 4.01** The Corporation acknowledges that all members of the Association shall be members of a committee known as the Association Grievance Committee. The Corporation will recognize and bargain with said Committee on any matter properly arising out of this Agreement, and the said Committee will cooperate with the Corporation in the administration of this Agreement.

### **ARTICLE 5: GRIEVANCE PROCEDURE**

- 5.01** No employee shall be permitted to lodge a grievance with the Council of the Town of Amherstburg or any member of the council nor be permitted to communicate a grievance to the public press, except as expressly provided herein. No Grievance shall be considered as expressly provided herein. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days prior to filing of the grievance. No grievance shall be considered which usurps the function of the Corporation.
- 5.02** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

#### **Step Number 1**

The aggrieved employee and/or the Association Grievance Committee shall present the grievance in writing to the Chief of the Amherstburg Fire Department, or in his absence, the Personnel Committee. If a settlement satisfactory to the employee concerned is not reached within ninety-six (96) hours or any longer period which may be mutually agreed upon, the grievance may be presented as follows at any time within ninety-six (96) hours thereafter.

#### **Step Number 2**

The aggrieved employee and/or the Associating Grievance Committee may present the grievance to the Personnel Committee of the Corporation who shall consider it in the presence of the person or persons presenting same, and render their decision in writing. Should no settlement satisfactory to the employee be reached within ninety-six (96) hours, the next step in the grievance procedure may be taken at any time within ninety-six (96) hours thereafter.

### Step Number 3

The aggrieved employee and/or the Association Grievance Committee may submit the grievance in writing to the Council of the Corporation of the Town of Amherstburg.

- 5.03** If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced at Step Number 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred in writing by either party to arbitration as provided in Article 6 below at any time within seven (7) calendar days thereafter, but not later.

## **ARTICLE 6: ARBITRATION**

- 6.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to a Board of Arbitration as provided herein.
- 6.02** After exhausting that grievance procedure herein either of the parties thereto may notify the other in writing of this desire to submit the difference or allegation to arbitration, and if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon request of either party.
- 6.03** The Arbitrator shall commence to hear and determine the difference or allegations within thirty (30) days after his appointment, and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.
- 6.04** Each party to the arbitration herein shall share equally the cost of the arbitration proceedings and the cost of the arbitrator.
- 6.05** Any of the periods mentioned herein may be extended at any time by agreement of the parties.
- 6.06** Any decision of the said arbitrator may be enforced pursuant to the provision of the Fire Protection and Prevention Act, 1997.

## **ARTICLE 7: SICK LEAVE GRATUITIES**

- 7.01** Commencing January 1, 2004 and each year through which this Agreement is in force, each member of the Association shall be entitled to six (6) sick leave shifts at his normal rate of pay, to be used throughout the calendar year. All unused sick leave shall be credited to such member annually on December 31<sup>st</sup> of each year throughout the term of this Agreement and shall be accumulated. Such shifts are accumulated for the purpose of illness and/or accident only and if the member retires or otherwise leaves employment, no payment for any sick leave credits so accumulated shall be made by the Corporation.
- 7.02** The Employer shall pay 100% of the premium for a policy of sickness and accident insurance providing a weekly indemnity of 70% of basic earnings for seniority employees subject to a maximum benefit and according to terms stipulated in the policy from time to time. The employer shall also pay 100% of the premium on a policy of long term disability insurance commencing at the expiration of the short term disability program providing for 70% of the basic monthly salary of a seniority employee and subject to a maximum benefit and according to terms stipulated in the policy as provided by the carrier from time to

time. Any member of the Association shall have the option of applying a portion of his sick leave accumulation to provide for the 100% of his salary under a short term or long term disability program. All payments of short term and long term disability programs noted in this Article shall be paid by the Corporation to the employee on his regular pay once such employees claim is approved. These payments shall continue in such fashion until all accumulated sick leave credits have been used. At the time when all accumulated sick leave credits are used the employer shall notify the insurance carrier to pay the employee directly.

- 7.03** Each employee of said Fire Department shall report his illness to the Fire Chief during the first shift on which such employee is absent from this work and within two (2) hours of the time at which he would normally commence his duties, when the same is practicable and possible.
- 7.04** Upon the return to work of the employee or during his or her absence if requested, application may be made by him or her for sick leave with the Treasurer or the Fire Chief of the Town of Amherstburg where the absence has been in excess of three (3) shifts at one time, the employee shall supply to the Fire Chief a certificate by a duly qualified Medical Practitioner, which shall indicate the nature of the illness and an estimate of its probable duration.
- 7.05** The Treasurer of the Corporation shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credits for every employee that remains after all his sick leave absence have been deducted from his accumulated sick leave credits. A statement of accumulated sick leave credits shall be issued to each employee annually by the Treasurer of the Corporation. All sick leave shall commence on the first shift that the employee is away from work. All employees shall lose one (1) sick shift for every twenty-four (24) hour shift absent.

## **ARTICLE 8: PENSIONS**

- 8.01** The Corporation shall provide to all full time employees of the Fire Department O.M.E.R.S. plan for firefighters (NRA 60) with contributions to be shared by the Corporation and the employees according to the O.M.E.R.S. contribution schedule. The Corporation shall provide to all full time employees of the Fire Department, O.M.E.R.S. Pension type 1 and the full cost of establishing such plan be paid by the Corporation.
- 8.02** All employees covered by this contract shall retire at the end of the month in which the member of the Association turns sixty (60) years of age.

## **ARTICLE 9: HEALTH AND WELFARE**

- 9.01** The employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy will provide coverage equal to two times the employee's basic annual earnings (to the next highest \$1,000), with triple indemnity in the event of accidental death.
- 9.02** During the life of this Agreement, the Employer agrees to pay one hundred percent (100%) of the premium costs for the group health benefits listed herein. In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees, their spouse and/or their eligible dependents and; in the event of the death of an active employee or retiree - their surviving spouse and/or eligible dependents. The Plan will include the following;
- a) The Employer Health Tax

- b) Green Shield Supplementary Plan for Semi Private Hospital Care
- c) Green Shield Apoth-O-Care Drug Plan #3 (Product Selection)- with prescription co-payment of one dollar (\$1.00)
- d) Green Shield Dental Plan 14- including Orthodontic coverage to a maximum of two thousand dollars (\$2,000.00) and Bridges and Crowns to a maximum of one thousand dollars (\$1,000.00) lifetime at fifty percent (50%)(Town pays half and employee pays half for each procedure).
- e) Green Shield Vision Care Plan 7- providing two hundred and fifty dollars (\$250.00) every twenty four (24) months or two hundred and fifty dollars (\$250.00)every twenty four (24) months towards the cost of laser eye surgery.
- f) Green Shield Audio Plan H 1- including Hearing Aids
- g) Green Shield Extended Health Services Plan - including Out of Province Travel Assistance (Plan QK for active employees and Plan QJ for retirees ); Private Nursing Care (with an annual cap for private duty nursing care of fifteen thousand dollars (\$15,000.00); Chiropractic therapy and; Homeopathic Treatment Programs; Massage therapy one hundred and fifty dollars per year (\$150.00/year) [being thirty dollars per visit (\$30.00/visit) for five visits with a registered massage therapist]; Orthotics four hundred dollars (\$400.00) every thirty-six (36) months.

**9.03** Retirees, for the purpose of this clause, shall be defined as former full-time employees who had at least ten (10) years of full time service with the Employer who are eligible for a pension under the OMERS Plan; who are eligible for coverage under the group health insurance plans and; who have resigned their employment:

- I. at age sixty (60)
- II. before age sixty(60) but on a pension from OMERS
- III. by reason of long term disability, covered under the LTD Plan (outlined in this Agreement) and/or the OMERS Disability Plan

**9.04** It is understood that the Corporation has the option of providing the above coverage with another carrier provided that the new carrier provide at least the equivalent of the above plans, and that the Association shall be notified of a carrier change and be provided with a copy of the new carrier's plan at least 30 calendar days prior to the implementation of changes (s).

**9.05** The Corporation agrees that while an employee is on S.T.D. or L.T.D. he or she will receive their regular salary and the Corporation will be in receipt of payments from the S.T.D. or L.T.D. carrier. The Corporation may reduce the employee's sick leave bank by the appropriate amount to compensate for the difference between regular salary and the S.T.D. or L.T.D. payments received. The employee will receive his or her regular salary for the period of time until the sick bank is exhausted at which time the Corporation will notify the carrier to pay the employee direct.



## **ARTICLE 10: SALARIES AND CLASSIFICATIONS**

**10.01** The Corporation agrees that in accordance with this Agreement the annual salary of each full time Employee of the Fire Department is as follows:

Classification	01/01/03	01/01/04	01/01/05	01/01/06
		3%	2.5%	2.5%
Firefighter 1 <sup>st</sup> Class	49,851	55,790	57,185	58,615
Firefighter 2 <sup>nd</sup> Class	44,866	50,211	51,466	52,753
(90% of 1 <sup>st</sup> Class Firefighter)				
Firefighter 3 <sup>rd</sup> Class	39,881	44,632	45,748	46,892
(80% of 1 <sup>st</sup> Class Firefighter)				
Firefighter 4 <sup>th</sup> Class	37,388	41,842	42,889	43,961
(75% of 1 <sup>st</sup> Class Firefighter)				

**10.02** Any employee of the Fire Department who is authorized by the Fire Chief to attend any educational or colleges for fire protection or fire prevention, shall be paid his normal salary while in attendance there plus fifty (\$50.00) dollars expense money for each week or any part thereof in excess of one (1) day. Travel allowance of forty five (\$0.45) cents per km will be paid when an employee uses his or her personal vehicle. If and when expenses are allowed from the visited educational host, these allowances will be turned over to the Corporation. When a multi week course is attended a \$100.00 (or \$0.45/km. whichever is less) flat rate for a return trip between the first and second week will be paid.

## **ARTICLE 11: HOURS OF WORK**

**11.01** The normal work schedule for all full time firefighters, will average forty-eight (48) hours per week, based on twenty-four (24) hours on duty followed by not less than twenty-four (24) hours off duty. The work schedule to be approved by the Fire Chief. When a shortage of full time manpower exists normal work schedule will change. All hours in excess of forty-eight (48) hours per week will be overtime hours. Overtime hours shall be offered to employees in the following order:

1. Full time firefighters
2. Volunteer firefighters

In the event there is no replacement readily available the firefighter on duty shall remain on duty until a replacement arrives.

**11.02** All firefighters shall respond to off-duty fire calls and attend drills provided that they are available. The areas of response and location of training will be at the direction of the Fire Chief. When responding to an off-duty call or attending a drill, the firefighter shall be compensated in the same manner as a volunteer.

**11.03** It is understood and agreed by the parties hereto that with the consent of the Fire Chief, or any other person authorized on his behalf, may grant at the request of any two (2) firefighters to change their shifts or shifts off.

**11.04** The standard hours of work per year per man will be two thousand, four hundred and ninety-six (2496).

**11.05** All hours in excess of the standard work schedule will be overtime hours.

Overtime will be calculated in the following manner:

Basic Salary / 2496 X overtime hours;

Overtime shall be paid weekly in the following pay period.

## **ARTICLE 12: DUTIES**

- 12.01** The duties of the full-time firefighters while present for a normal shift shall consist of cleaning equipment, fire prevention, training, cleaning the fire hall, other duties as assigned by the Fire Chief or other person acting in place of the Fire Chief and to attend all fires as called upon to do.
- 12.02** Any and all drills and training schools will be attended by full-time firefighters as so requested by the Chief of the Fire Department.
- 12.03** It is understood and agreed upon that full-time firefighters shall not be responsible to perform any other services outside the physical limits of the fire hall except that of firefighting duties during their normal shift.

## **ARTICLE 13: VACATION**

- 13.01** Each employee of the Fire Department shall be entitled to an annual vacation with full pay on the following basis:
1. On completion of six (6) months continuous service two (2) shifts off with pay.
  2. On completion of one (1) year continuous service five (5) shifts off with pay.
  3. On completion of three (3) years continuous service six (6) shifts off with pay.
  4. On completion of eight (8) years continuous service eight (8) shifts off with pay.
  5. On completion of ten (10) years continuous service ten (10) shifts off with pay.
  6. On completion of fourteen (14) years continuous service eleven (11) shifts off with pay
  7. On completion of twenty-two (22) years continuous service twelve (12) shifts off with pay.
- A. Employees having one or more years of seniority must have received compensation in at least 18 weeks between January 1 and December 31 of the proceeding year to qualify for vacation pay.
- B. The term "compensation" as used herein shall be deemed to include weekly benefits payments received by the Corporation under the Health and Welfare Program (STD and LTD) and the Workplace Safety and Insurance Act (1997), provided however that such weekly benefit payment shall only be credited toward one vacation.

## **ARTICLE 14: STATUTORY HOLIDAYS**

- 14.01** All employees of the Fire Department shall be entitled to the following statutory holidays for which compensation is included in the base salaries:
1. New Years Day
  2. Good Friday
  3. Easter Monday
  4. Victoria Day
  5. Canada Day
  6. Labour Day
  7. Thanksgiving Day
  8. Christmas Day
  9. Boxing Day

**ARTICLE 15: COMPASSIONATE LEAVE**

**15.01** Compassionate leave shall be granted to a firefighter not exceeding three (3) calendar days, between death and burial, to attend the funeral of a relative. For the purpose of this Article a relative shall mean: wife, husband, child, father, mother, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, sister-in-law, brother-in-law or a person standing in loco parentis of such employee.

**ARTICLE 16: WORKERS COMPENSATION**

**16.01** When absence is covered by WSIB and the employee is entitled to and collecting the insurance provided, the employer will pay the difference between the amount that the employee would receive from the insurance payment and the amount the employee would actually realize on salary.

**ARTICLE 17: CLOTHING AND EQUIPMENT**

**17.01** The Corporation shall supply to all firefighting personnel all equipment and also clothing consisting of 2 shirts, 2 pants, 2 t-shirts(summer) 1 sweater (winter) all footwear on an as needed basis at the discretion of the Fire Chief.

**17.02** The Corporation shall be responsible for the cost of cleaning the full-time firefighters dress uniforms.

Forty-eight (\$48.00) dollars cleaning allowance per year. Cleaning allowance to be paid approximately July 1<sup>st</sup> of each year.

**ARTICLE 18: SENIORITY**

**18.01** The Corporation shall maintain a seniority list showing the dates on which each employee's service commenced. An employee may request the information from the Corporation relative to his seniority.

**ARTICLE 19: ASSOCIATION LEAVE**

**19.01** The executive of the association shall be entitled to three (3) shifts off per year with pay to attend association related functions. One (1) shift must be for Health and Safety; two (2) shifts the association's choice.

**ARTICLE 20: PROMOTIONAL SYSTEM**

**20.01** Fulltime firefighters will have the same opportunity as the volunteer firefighters to bid on an Officer's position, when such position becomes available.

All firefighters will follow the procedures as outlined in the Amherstburg Fire Department Policy Manual- Schedule "C"- Promotion Policy.

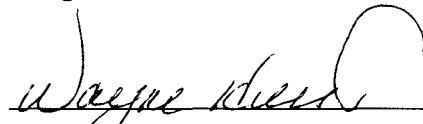
Remuneration for the successful applicant will be the same as the Volunteer Firefighters Officers pay scale and will be paid at the end of the year. The purpose of this article is to give the firefighters an opportunity for advancement within the department and is not to be used for wage negotiations.

**ARTICLE 21: TERM**


**21.01** This agreement shall be in effect from January 1, 2004 until December 31, 2006 and from year to year thereafter unless either party gives notice in writing within the period of sixty (60) days prior to the expiration date in any year, of their desire to amend the agreement.

**IN WITNESS WHEREOF** each of the parties hereto has caused this agreement to be executed by its duly authorized representatives.

**Corporation of the Town of Amherstburg**

  
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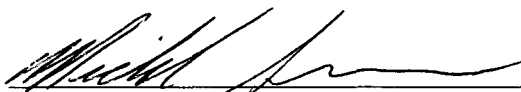
**Mayor**

  
\_\_\_\_\_

**Clerk**

**Amherstburg Professional Firefighters  
Association**

  
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