

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF HAMILTON

AND

HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

January 1, 2023 to December 31, 2026

**COLLECTIVE BARGAINING AGREEMENT**  
**HAMILTON PROFESSIONAL FIRE FIGHTERS**

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2023-2026 COLLECTIVE AGREEMENT  
HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
RATIFIED THIS 15th day of July 2024,

between

THE CITY OF HAMILTON  
(hereinafter called the "Employer")

OF THE FIRST PART

-AND-

THE HAMILTON 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 effectually defining duties, privileges, working conditions and remuneration respecting the employment of the fire fighters employed by the Employer.

NOW THEREFORE THIS AGREEMENT WITNESSETH -

**1. SCOPE**

1.1 The provisions of this Agreement shall apply to all fire fighters as defined by Part IX of the Fire Protection and Prevention Act employed by the Hamilton Fire Department, but for those positions agreed to by the parties as being excluded as set out in Appendix 1.

**2. EMPLOYER RESPONSIBILITY**

2.1 The Employer recognizes the Hamilton Professional Fire Fighters Association and its duly appointed or elected committee as the exclusive bargaining agency for all employees coming within the scope of this Agreement.

2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any employee because of Association membership.

2.3 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and each of its duly authorized representatives, and pledges that it and each of its

duly authorized representatives will observe the provisions of this Agreement.

- 2.4 The Employer agrees that this Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within sixty (60) days after the date of signing of this Agreement, with the costs shared by both parties to this Agreement.
- 2.5 Except as may be otherwise agreed to by the parties, no person outside the Bargaining Unit herein described, whether or not they are employees of the employer, shall perform the work customarily and regularly performed by the employees of the Bargaining Unit except in the case of natural or National Emergency. However such persons may be utilized in circumstances of a major fire(s) or emergency where there are no bargaining unit persons reasonably available for fire protection services, provided that such use is on a without prejudice basis.
- 2.6 Notwithstanding the generality of Article 2.5, the parties recognize that certain fire fighting work has been performed by persons who are not fire fighters within the meaning of Part IX of the Fire Prevention and Protection Act ('volunteers') outside of the former City of Hamilton prior to January 1, 2001. However, no such work shall be increased beyond the scope and the extent that such work was performed by these volunteers as of April 1, 2002. Without limiting the foregoing, volunteers;
  - (i) shall not perform work or services which are performed by the classifications set out in this agreement beyond the extent that such work was performed as at April 1, 2002.
  - (ii) shall not be scheduled to fire stations, but shall respond to calls by way of pager or other device;
  - (iii) shall not perform work in geographic locations other than those in which they worked prior to January 1, 2001.

On request of the Association (Local 288), the Hamilton Fire Department will undertake to review the services provided by non-fire fighters, which may fall within the work of the bargaining unit. The purpose of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future.

#### Backfill policy

- (i) As per Hamilton Fire Department policy, in the event Station(s) 17, 21 and 24 are vacated as a result of a commitment to an emergency in excess of 30 minutes, the closest suitable full-time apparatus will be used to back fill the Station(s).

- 2.7 In all other stations not currently staffed with full-time fire fighters on-duty, the dispatches during the hours of 0800 and 1800, Monday to Friday shall be monitored in each calendar year and where the average amount of calls reaches a level of one per each of these days as identified above within an annual time, which equates to a minimum of 260 calls, the commitment will be that the Fire Chief shall seek approval of City of Hamilton Council to move to full-time fire fighter staffing as identified in 4.1 (d) d.2

2.8 The Association recognizes the right of the Employer to operate and manage the business of the Department in all respects. The right to hire, manage the working force and to maintain order and efficiency is the exclusive responsibility of the Management, provided there is no conflict with the terms of this agreement. The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of the Management, provided that claims of discriminatory promotions and of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

The Employer agrees not to transfer personnel in a manner that is arbitrary, discriminatory, in bad faith in the absence of legitimate operational or disciplinary justification.

The Employer recognizes that the management rights as set out in this collective agreement must be exercised fairly, without discrimination and in accordance with the collective agreement.

### **3. ASSOCIATION (HAMILTON PROFESSIONAL FIRE FIGHTERS) RESPONSIBILITY**

3.1 The Association agrees that there shall be no interference with the Employer's business, and to this end the Association will take affirmative action to prevent an employee from engaging in such practice.

3.2 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives, and employees represented by the Association, and pledges that it, each of its duly authorized officers and representatives, and employees represented by the Association will observe the provisions of this Agreement.

3.3 The Employer agrees that By-law 68-34 (Sections 13 to 20 inclusive) of the Employer insofar as it relates to the working conditions of fulltime fire fighters as defined by the Fire Protection & Prevention Act shall not be amended without the consent of the Association.

3.4 All employees coming within the scope of Schedule "A" shall be retired on becoming 60 years of age. Employees coming within the scope of By- law 7970 and amending By-law 70-349 shall be entitled to retirement after 35 years of service in accordance with the provisions of the By- law.

### **4. HOURS OF EMPLOYMENT**

All employees shall be divided into the following divisions, namely, the Fire Fighting (Operations) Division, the Fire Prevention Bureau Division, the Communications Division, the Mechanical Maintenance Division, the Training Division, and the Administration Division.

4.1 (a) Employees in the Training Division, save and except the Facilitators who shall mirror the work schedule of the Platoon to which they are aligned, shall work a schedule that is to normally apply throughout each year which shall fall between the hours of 0800 and 2359 hours Monday to Friday, or any other schedule as may be necessary from time to time on an occasional basis due to the nature of the operations of the employer. Such schedule shall not exceed forty hours per week.

(b) Employees in the Communications Division shall be required to work a schedule consisting of twelve (12) hour day shifts (0700 hours to 1900 hours) and twelve (12) hour night shifts (1900 hours to 0700 hours) an average of forty-two (42) hours per week. The schedule, which has been in force as of January 1, 1991, shall be the 12-hour shift schedule provided within Schedule "D" and such schedule shall average forty-two hours per week.

(c) Employees in the Mechanical Maintenance Repair division shall work a schedule that is to normally apply through each year, which shall fall between the hours of 0800 and 2359, Monday to Friday. Such schedule shall not exceed forty hours per week.

(d) Employees in the Fire Fighting (Operations) Division shall be required to work a 24 hour work schedule as outlined below:

i) Work Schedule

The twenty-four (24) hour shift schedule is based on an average forty-two (42) hour work week over a twenty-eight (28) day cycle working twenty-four (24) hour shifts beginning at 07:00 hours.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24			24			
				24		24
		24			24	
24						

ii) Hours of Work

Shifts will be from 07:00 AM – 07:00 AM the next calendar day.

iii) Employee changing to Days to accommodate Training

The Employer may schedule the employee out of the twenty-four (24) hour

rotation for up to four (4) weeks for the purposes of training in a calendar year provided the employee receives 30 days written notice. An employee may be scheduled for subsequent weeks, when mutually agreed upon between the Fire Chief and the Association.

iv) Article 5.7 Officer Reports

The parties agree that all required reports shall be completed and submitted prior to the end of the shift

Where management determines that it is not possible to complete required reports for calls that occur in the last hour of the shift, there shall exist mandatory overtime, (paid at a rate of time and one half (1.5) times the appropriate rate of pay) for the purpose of completing and submitting the required reports. For all calls that occur prior to the last hour of the shift, those reports shall be completed prior to the end of the shift with no overtime costs incurred by the Employer.

v) Article 4.4 Shift Exchanges/Trades

Employees will be permitted to exchange/trade shifts subject to prior approval. All exchanges/trades must be of equal value, either twelve (12) or twenty-four (24) hour duration.

An employee may not arrange a shift exchange where by the employee would work more than four (4) hours either prior to or at the end of their shift.

An employee must have twelve (12) hours off duty before coming in to work a twelve (12) or twenty-four (24) hour shift.

This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43(7).

vi) Article 7 Vacation

Vacation entitlement on the 24-hour shift schedule will be as follows:

1 week of earned vacation shall equal 2 credits  
2 weeks of earned vacation shall equal 4 credits  
3 weeks of earned vacation shall equal 6 credits  
4 weeks of earned vacation shall equal 8 credits  
5 weeks of earned vacation shall equal 10 credits  
6 weeks of earned vacation shall equal 12 credits  
7 weeks of earned vacation shall equal 14 credits

A week block is Saturday through Friday

One 24-hour shift equals one (1) vacation credit.

One extra holiday is equal to twelve (12) hours or  $\frac{1}{2}$  a vacation credit.

Each employee shall choose three (3) consecutive calendar weeks for their first pick and then one (1) calendar week at a time thereafter, in rotation, by seniority, as per the agreed upon procedure.

vii) Article 9.1 (A) Lieu Days

One lieu day equals twelve (12) hours or  $\frac{1}{2}$  a vacation credit.

Additional Lieu days may be booked off as per the present policy

viii) Article 11 Sick Leave

One sick day equals twelve (12) hours.

An employee may book sick in twelve (12) hour increments or the full twenty-four (24) hour period,

If an employee leaves work sick such worked hours will be pro-rated for those hours worked. An Employee who books off for more than one (1) twenty -four (24) hour shift shall be required to provide a Doctor certificate as per the current policy.

ix) Article 13.3 Bereavement Days

In the event of a death in the immediate family member, an employee shall be granted paid bereavement leave of five consecutive calendar days (as defined by Item 13 of the arbitration award dated March 31, 2010).

x) Elections

Employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange a duty exchange for voting on the Election Day.

xi) Fatigue Management

A fatigue management program will be developed and delivered to all affected employees on the 24-hour shift schedule, along with procedures for rehabilitation and rotation of crews. In order to develop a program of this nature the Employer would require the ability to utilize all of the fulltime suppression resources that it has available to them.

xii) Secondments

Any employee seconded from the Suppression Division will come off the twenty-four (24) hour shift schedule and work the applicable work schedule as defined in the secondment.

The following is a suggested work schedule that will outline the duties that suppression crews will be involved in during a twenty-four (24) hour shift, regardless of the calendar day.

07:00 - 09:00 Line up, Equipment and Apparatus Check, Station maintenance and cleaning, all other non emergency and emergency duties as required.

09:00-12:00 Inspections, Training, OHEP and all other non emergency and emergency duties as required.

12:00-13:00 Lunch and all other non emergency and emergency duties as required.

13:00-16:00 Training, OHEP all other non emergency and emergency duties as required.

16:00-18:00 Fitness, Dinner, rehabilitation, all other non emergency and emergency duties as required.

18:00-21:00 Training, all other non emergency and emergency duties as required.

21:00-22:00 Any other non emergency and emergency duties as required.

22:00-0:700 Rehabilitation and all other emergency duties as required.

(e) Employees in the Fire Prevention Bureau shall work a schedule which shall be comprised of ten (10) hours per day and shall not exceed forty (40) hours per week. The standard hours of work per day shall be from 0700 to 1700 hours Monday to Friday, or any other schedule as may be necessary from time to time on an occasional basis due to the nature of the operations of the employer.

- 4.2 Subject to Article 4.1, the Chief of the Hamilton Fire Department shall assume the sole responsibility for the scheduling of working hours with such scheduling to provide for an equitable distribution of shifts and days off compatible with the efficient operation of Hamilton Fire Department.
- 4.3 It is agreed and understood that the average number of hours worked per week as outlined under 4.1 (b) and 4.1 (d) constitutes an average forty-two (42) hour week and each and every employee covered by 4.1 (b) of this Agreement shall be required to work an average of forty-two (42) hours per week.

4.4 It is understood that nothing in the above schedule of hours of labour will prevent a proper officer granting the request of any two (2) employees to change shifts or days off.

4.5 It is agreed and understood that employees have a replacement period of up to 45 minutes before the commencement of each shift.

It being understood that such replacement will only be official and recognized when it has been duly logged by the Duty Officer.

## **5. OVERTIME COMPENSATION**

5.1 An employee who is required to work or to be on duty beyond his/her regular scheduled hours of work, as set out in Article 4, shall be paid at the rate of time and one-half (1 1/2) for such overtime work or duty, if eligible as set out below. Payment shall be made as soon as practicable following submission and approval.

5.2 An employee shall have the right to request time owing rather than payment as set out in the foregoing paragraph. An employee may be allowed to accumulate up to forty (40) hours of overtime at time and one-half or a total of sixty (60) hours in a calendar year. This time owing shall be granted at a time mutually agreed to by the employee and the Department, taking into consideration the operational requirement of the section in which the employee works. An employee shall not be allowed to carry over any unused time owing, and therefore, the Department shall initiate payment for same by the first pay following December 31st annually.

An employee who is required to work or be on duty during hours other than the employee's normal scheduled hours of work, shall be paid at the rate of time and one half (1 ½) for such overtime work or duty.

Non-scheduled holidays or lieu days shall take priority over requests to utilize the above noted time owing banks.

The following types of work and duty will be eligible for overtime payment or time owing:

- (a) Court time (see article 5.3)
- (b) Promotional Board meetings
- (c) Medicals by the City Medical Examiner that are required by the employer.
- (d) Any off-duty work, meetings, etc. that is required (i.e. arson confirmation, fire inspection procedures, Health & Safety Committee, etc.)

The following types of work and duty will not be eligible for overtime payment:

- (i) Off duty time spent in completing written, practical, and oral examinations to qualify the member to advance from one rank to another.

Efforts will be made to ensure that wherever reasonable such examinations will be scheduled during working hours.
- (ii) Medical examinations required while a member is on compensation

- 5.3 An employee who is required as a part of his/her duties, to attend Court during off -duty hours (as opposed to an extension of his/her regular scheduled hours as specified in Article 5.1 and 5.2) shall be paid or accrue time owing at the rate of time and one-half (1 1/2) for such time in attendance with a four (4) hour minimum.
- 5.4 The schedules described in Article 4.1 d.1 and d.2 may be modified from time to time in order to enable the City to assign personnel to educational programs. Assignments to such programs will not entitle any fire personnel to claim overtime.
- 5.5 Members of the Mechanical Division will carry a notification device provided by the Employer on a rotational basis and be available to respond to a call for assistance during their off-hours of work. If called in, they shall be paid the greater of three (3) hours or the hours worked at time and one half (1 1/2) when responding to the call. The three (3) hour guaranteed minimum will only be paid for subsequent calls that occur three (3) hours from the initial call. Members of the Mechanical Division will be paid one (1) hour pay at time and one-half (1 1/2) for each day when on call. The three (3) hour minimum pay shall be inclusive of the aforementioned one (1) hour when responding to a call.
- 5.6 The Employer and the Association agree to meet to develop a fair and equitable overtime policy for all Members.

## **6. PAY FOR ACTING RANK**

- 6.1 Each employee who is required, by authority of the Fire Chief or his/her designate, to act in the capacity of a higher rank shall be paid the rate of such acting rank in respect of all days thus worked. Payment shall be made on the first pay of each month.

## **7. ANNUAL VACATIONS**

- 7.1 An employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay in the calendar year covered by this Agreement according to his/her aggregate credited service calculated as follows:
- 7.2 Employees in the employ of the Employer who have completed one (1) year of continuous service in that calendar year shall receive two (2) weeks vacation with pay.

- 7.3 Employees in the employ of the Employer who have completed three (3) years of continuous service in the calendar year shall receive three (3) weeks vacation with pay.
- 7.4 Employees in the employ of the Employer who have completed seven (7) years of continuous service in that calendar year shall receive four (4) weeks vacation with pay.
- 7.5 Employees in the employ of the Employer who have completed fifteen (15) years of continuous service in that calendar year shall receive five (5) weeks of vacation with pay.
- 7.6 Employees in the employ of the Employer who have completed eighteen (18) years of continuous service in that calendar year shall receive five (5) weeks and one (1) day vacation with pay.
- 7.7 Employees in the employ of the Employer who have completed nineteen (19) years of continuous service in that calendar year shall receive five (5) weeks and two (2) days vacation with pay.
- 7.8 Employees in the employ of the Employer who have completed twenty (20) years of continuous service in that calendar year shall receive five (5) weeks and three (3) days vacation with pay.
- 7.9 Employees in the employ of the Employer who have completed twenty-one (21) years of continuous service in that calendar year shall receive five (5) weeks and four (4) days vacation with pay.
- 7.10 Employees in the employ of the Employer who have completed twenty-four (24) years of continuous service in that calendar year shall receive six (6) weeks vacation with pay.
- 7.11 Employees in the employ of the Employer and have completed twenty-seven (27) years of continuous service in that calendar year shall receive seven (7) weeks of vacation with pay.
- 7.12 Notwithstanding the schedule of vacation leave above noted, vacation entitlement in the year of termination shall be:
  - an employee who has been granted and taken vacation before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave calculated pro rata, deducted from his/her termination pay;
- 7.13 An employee's vacation period and pay shall be based on his/her standard work week and his/her standard rate of pay plus service pay as applicable.
- 7.14 An employee shall not have the right to carry forward all or part of a vacation from one vacation period to another.

- 7.15 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation, the additional day or days to be granted at such time as may be agreed upon by the Fire Chief.
- 7.16 The Chief is to assume the sole responsibility for the scheduling of vacations based on the present seniority policy.
- 7.17 All vacations granted in any given year shall be based on length of continuous service at work on the books of the Employer as a regular employee in the previous calendar year.
- 7.18 For the purposes of calculating vacations, one (1) week of vacation will consist of seven (7) calendar days, a two (2) week vacation of fourteen (14) calendar days etc.

## **8. SEPARATION VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE**

- 8.1 An employee who retires within the provisions of the Pension By-law or Compulsory Retirement By-law; or on separation from service, shall be paid separation vacation pay. Therefore, an employee who has qualified under Article 7 for one of the vacation entitlements set out below shall in the year in which he/she retires or separates from service with the Employer be entitled to that vacation entitlement, plus service pay as applicable, plus separation vacation pay being the relevant percentage of earnings, exclusive of overtime, calculated on the basis of the following:
  - (i) separation vacation pay entitlements, for year of separation, shall be the relevant percentage for the period between the employee's last anniversary date (immediately preceding the date the employee separates) and the date the employee actually separates from employment with the Employer;

Vacation Entitlement	Separation Vacation Pay
7 weeks	14.0%
6 weeks	12.0%
5 weeks + 4 days	11.6%
5 weeks + 3 days	11.2%
5 weeks + 2 days	10.8%
5 weeks + 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

- 8.2 Should death occur to an employee any unpaid vacation money will be paid to the estate of the deceased employee.

- 8.3 The Corporation agrees to meet and confer with the Association to discuss the OMERS accelerated accrual (2.33%) in the event that it becomes available through OMERS during the term of the Collective Agreement.
- 8.4 When a Hamilton Fire Department member has determined the official date of their retirement, the employee is required to forward a "Notice of Retirement" Form 55 to Administration no later than 30 days prior to the date of retirement. This election shall be binding upon the employee.

## **9. STATUTORY HOLIDAYS**

- 9.1 (a) In lieu of each of the following Statutory or Proclaimed Holidays, that is, New Year's Day, Family, Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, National Day for Truth and Reconciliation and such other Civic Holidays as may be proclaimed by the Mayor, each employee coming within the scope of this Agreement, shall be entitled to an additional day off with pay.

Lieu days to be scheduled by the Fire Chief so as to provide for equitable distribution of time off. A lieu day for employees covered under 4.1 (a) shall consist of eight (8) hours off duty whereas a lieu day for employees covered under 4.1 (b) and 4.1 (d) shall consist of (12) twelve hours off duty.

- (b) All Employees are entitled to twelve (12) lieu days. All Employees in the Operations Division, Mechanical Division and Communications Division must schedule and take eight (8) of their lieu days as days off. The remaining four (4) days can be scheduled as days off or can be paid out at the Employee's regular wage rate.

Employees in the Fire Prevention Division, and Training Division are entitled to twelve (12) lieu days. Employees who are scheduled to work on a statutory holiday will take the day off as a lieu day. Employees whose regular day off (including normal days off on weekends) falls on one of the statutory holidays, are permitted to reschedule the lieu day or be paid out for the lieu day to a maximum of four (4) lieu days at the Employee's regular wage rate.

All days paid out shall be made on the first full paid period in December.

## **10. MAINTENANCE OF MEMBERSHIP**

- 10.1 Upon the written request of each member employee, the Employer agrees to deduct Association contributions from each member employee's salary each pay date and remit the amount deducted to the Treasurer of the Association. The written request shall be

in a form agreed upon by the Employer and the Association.

## **11. SICK LEAVE, PENSION, GROUP MEDICAL, DENTAL AND HOSPITALIZATION PLANS, AND GROUP LIFE INSURANCE PLAN**

### **11.1**

- (a) Employees covered by this Agreement are entitled to such benefits in the matter of Sick Leave, Pensions, Group Medical, Dental and Hospitalization Plans & Group Life Insurance Plans as are granted by the City Council. Sick Leave and Pension By-laws as they presently apply are to be considered as part of this Collective Agreement.
- (b)
  - (i) The provisions of By-law No. 78-106 (an amendment to By-law No. 7970) shall have effect from and as of January 1, 1977.
  - (ii) The parties agree that the provisions of By-law No. 91-089 of The City of Hamilton respecting Legal Indemnification of Employees is included by reference in the Collective Agreement.
- (c) Effective January 1, 1982:
  - (i) Employees covered by this Agreement who are members of the Hamilton Municipal Retirement Fund who die or retire shall be entitled to the basic survivor benefit similar to the Ontario Municipal Employees retirement system unless prior to their death or retirement they have elected any one of the existing options available in the Hamilton Municipal Employees Retirement Fund, together with the additional option of an unreduced ten (10) year or fifteen (15) year guarantee.
  - (ii)
    - (a) Effective January 1, 1983, pension contributions paid by those members in the Hamilton Municipal Retirement Fund shall be adjusted to 6 1/2% of earnings up to the Y.M.P.E. as defined in the Canada Pension Plan and 8% of earnings above the Y.M.P.E. Such contributions shall be adjusted from time to time to reflect any changes that may occur in the O.M.E.R.S.' rates.
    - (b) Effective January 1, 1990, all retired members of the H.M.R.F. will receive cost of living increases, in accordance with any such increases approved by the O.M.E.R.S. Board.
  - (iii) It is agreed that should the H.M.R.F. Plan be merged with the OMERS Plan the above conditions shall continue to apply for all present members of the H.M.R.F. on active duty with the Hamilton Fire Department as of January 1, 1983.

11.2 Notwithstanding the sick leave by-law, the parties agree that for those fulltime fire

fighters who have become part of the Hamilton Fire Department as a result of amalgamation they shall:

- (a) Become members of the sick leave plan for local 288 as per the by-law and shall accrue sick days in accordance with the by-law from the date of ratification of this collective agreement and,
- (b) Based on the individual employees current entitlement to payment for sick leave at 100% under his/her current STD plan have an equivalent number of paid sick days deposited in the individual's sick day bank and,
- (c) Per the resultant calculation in (b) above such number of days deposited to the credit of the employee shall be available to be used as though they were days accrued within the sick day plan as provided by the by-law save and accept that any such days remaining upon retirement, termination or separation from service, shall not be subject to or used in the calculation of any payment of unused sick leave credits as described in the by-law and Article 21.2(d). Any accrued days over and above the sick days deposited into the employee's bank, as noted above, shall be paid out in accordance with the sick leave by-law.
- (d) Notwithstanding (a), (b) and (c) above the employer agrees that should any full time fire fighter having so transferred to the sick day plan suffer an injury or illness which results in the individual not having sufficient sick time to serve the six (6) month elimination period for entitlement to the Associations LTD the employer shall compensate the employee for the balance of time required to meet the requirements of said elimination period.

11.3 The Employer agrees to maintain and pay one hundred percent (100%) of the present and future cost of the designated hospitalization plan and medicare plan (O.H.I.P.). It is agreed that all benefits in the above plans shall remain in effect during the life of this Agreement. If any improvements in any of these plans come into effect during the life of the Agreement, they shall be passed on to the Association at the expense of the Employer. It is agreed that during the life of this Agreement, an improvement is granted other Corporation employees in such plans, it will be forthwith granted those covered by this Agreement at the expense of the Employer.

11.4 The Employer shall pay the full cost of the premiums of a group life insurance plan for all employees who have worked for the Employer continuously for sixty (60) working days. Benefits under the plan shall be equal to two (2) times the employee's annual basic wage rate to the nearest one thousand dollars.

11.5 The Employer shall pay the full cost of the premiums of the Canada Life Extended Medical Plan, including semi-private coverage, drugs and vision care (vision care plan coverage - effective upon ratification \$650.00 once in every twenty-four (24) consecutive months. \$95.00 once for cost of eye exam every (24) consecutive months, for all employees, as detailed in the attached Schedule "F".

The following optional paramedical services qualify as charges but only to the extent that they are duly qualified in accordance with the laws of the Province in which they are practising within the scope of their licence.

Chiropractors  
Osteopaths  
Chiropodists or Podiatrists

Charges for diagnostic X-rays and laboratory fees ordered by any of the above.

The maximum charge for each visit is not to exceed the schedule of fees approved by the Association of which the practitioner is a member, and where there is no approved schedule of fees, the charge must be reasonable.

The maximum allowable amount will be as prescribed in Schedule "F". The employee shall have the option of applying to subsidize government payments under the OHIP fee schedule per visit and as an allowance after the applicable annual maximum allowance under your provincial health plan has been exhausted.

- 11.6 The Employer shall pay the full cost of a dental plan equivalent to the Canada Life plan as detailed in the attached Schedule "F".
- 11.7 The Employer shall pay for charges for hearing aids prescribed by legally licenced Otolaryngologist up to one thousand eight hundred dollars (\$1,800) (effective January 1, 2026, \$2,000) every (36) thirty-six consecutive months for each insured person.
- 11.8 The Employer will pay 100% of the cost of providing each retired employee and spouse or widow or widower and eligible dependent as defined in Schedule "F", until he/she attains or would have attained the age of 65 with the following coverage:
  - (a) Ontario Health Insurance Plan
  - (b) Extended health and dental care equivalent to the Canada Life Dental and Extended Medical Plans
  - (c) As detailed in the attached Schedule "F"

NOTE: (1) The extended health and dental plan is administered by Manulife.

(2) Retired shall mean retirement as set out in:

- (i) H.M.R.F.
- (ii) O.M.E.R.S.

and shall include retirement because of disability as described in those plans.

(3) The foregoing shall apply to employees of the Hamilton Fire Department who have retired after January 1, 1985, with the exception of those who

have taken employment elsewhere, and are eligible for benefit coverage through another employer.

- (4) Medical Benefits for Retirees Beyond age 65
  - (i) A Health and Dental Spending Account ("Spending Account") shall be extended to those members who retire after December 31st 2009. The Spending Account will apply to members and eligible dependents.
  - (ii) The Spending Account will be available to members for the ten (10) years immediately following the member's 65th birthday or until death, whichever come first.
  - (iii) Retired Members are to receive a Spending Account to a maximum of three-thousand dollars (\$3000) per annum and will cover eligible Health and Dental Benefits available to the members under the current Collective Agreement. Effective January 1, 2026, increase spending account to \$3,250.
  - (iv) All claims against the Spending Account will reflect the eligible maximums as outlined in the current Collective Agreement.
  - (v) All claims against the Spending Account must be accompanied by the original itemized statement and/or receipt from the medical service provider.
  - (vi) The Account survives for dependents until the date the member would have turned 75.
- 11.9 The Employer shall pay the full cost of the premiums of a life insurance plan that provides five thousand dollars (\$5,000.00) coverage for each member's spouse and three thousand dollars (\$3,000.00) coverage for each member's dependent child.
- 11.10 The Employer shall pay the full cost of the premiums of a Accidental Death and Dismemberment Policy equal to two (2) times the employee's annual basic wage rate to the nearest one thousand dollars. In the event that a Member passes away and his/her claim is accepted by WSIB as compensable, the applicable benefit as noted above shall be paid out to the nearest one thousand dollars. After a claim has been accepted by WSIB, the Association has one (1) year to file a claim.
- 11.11 The members of the Association agree to waive their right to their Unemployment Insurance Rebate.
- 11.12 The Employer shall provide a permanent partial disability plan for all members of the H.M.R.F. and O.M.E.R.S. plans.  
The Employer and the Association to agree to the definition of permanent partial disability prior to implementation of the coverage.

11.13 The Employer will pay 100% of the cost for a deceased employee's widow or widower and eligible dependent children with the following coverage:

Extended Health and Dental Plan as described in the Summary of Benefits

The exception to the foregoing are as follows:

- (a) Benefit coverage through another employer or
- (b) Benefit coverage through new spouse or
- (c) Widow/Widower attains the age of 65
- (d) Dependant children attain age 22
- (e) Dependant children attain age 25 if in attendance at school/university.

11.14 The City shall pay 100% of the cost of all doctors' notes and medical certificates that are required by the City.

The Employer will reimburse the Employee to a maximum of \$125 for the cost of the medical to renew their DZ licence, upon producing a receipt to the Fire Chief or designate.

11.15 The City is to pay for a PSA test for all Members once every twenty-four (24) months

11.16 The drug plan will require the substitution of generic drugs unless otherwise specifically prescribed by a physician, for a medical reason.

11.17 The Employer shall pay for psychological services up to \$250 per visit to a maximum of \$3,500 per year for each of the member, spouse and eligible dependants. Effective January 1, 2026, increase annual maximum to \$5,000.

11.18 Positive re-enrolment will be mandatory.

## **12. OCCUPATIONAL DISABILITY**

12.1 Employees of the Hamilton Fire Department elect to accept the provisions of the Workplace Safety and Insurance Act of Ontario and the benefits provided there under in accordance with the provisions of that Act, provided, however, that where any difference arises between the parties as to recurring injury, such difference shall be submitted to the Workplace Safety and Insurance Board of Ontario for adjudication which shall be final and binding upon the parties hereto.

12.2 Any employee of the Hamilton Fire Department who suffers an occupational injury as adjudicated by the Workplace Safety and Insurance Board (the "WSIB") shall receive

from the City a WSIB benefit payment equivalent to the LOE awarded by WSIB. In addition, the Employee shall receive a top-up such that their net pay for the calendar year is equivalent to the net pay they would have received during that year if they had not had a period of disability; taking into account statutory deductions including OMERS contributions and union dues. Once an Employee becomes eligible for an OMERS disability waiver of contributions, the calculation of net pay will take into account that the Employee is in receipt of an OMERS disability waiver of contributions. The above payments shall be made on the Employee's regular pay dates and without deductions from the employee's accumulated sick leave time. While such a claim is being adjudicated by the WSIB, the employee shall continue to receive their regular pay.

### **13. LEAVE OF ABSENCE**

- 13.1 Employees requesting time off for the purpose of attending Labour Conventions or such other Association activity not directly related to this Agreement, shall be granted such time off without pay subject to the approval of the Fire Chief, but this provision shall not be deemed to restrict an employee from requesting the permission of the Fire Chief,
  - (a) to use lieu days and vacation time for such a purpose, or
  - (b) to arrange for a substitute in his/her place
- 13.2 Members of the Association Executive shall be granted time off with pay for attendance at meetings with Employer Officials called for discussion of grievances in connection with this Agreement, during discussions with Officials of the Employer relative to the making of a new Agreement, during any and all joint committee meetings established between the parties as set out in the hereto attached Letters of Understanding, and for approved time spent on the WSIB Research Project Application. Subject to the exigencies of the service, leave of absence with pay shall be given to members of the Association to address Association business provided such leave does not exceed a total of twelve (12) shifts per calendar year. Such leave shall be requested in writing to the Fire Chief or his designate at least ten (10) days in advance of the date of the requested leave.
- 13.3 All employees shall be allowed up to (5) five consecutive calendar days' leave of absence, without loss of pay, in the event of a death in the immediate family. Members of the immediate family shall be defined as: spouse, common-law spouse, same sex partner, child, stepchild, parent, sister or brother, grandparent or grandchild.

In the event of the death of the employees: parent-in-law, stepparent, step brother, step sister, brother-in-law, sister-in-law, an employee shall be granted up to three (3) days leave of absence, without loss of pay. Such leave shall be taken for the purpose of attending the funeral/memorial service, or at the time the employee receives notification of the death.

- 13.4 No provision of the foregoing Sections shall restrict members of the Association from attending the Canada Labour College.
- 13.5 Maternity/Paternity leave shall be granted pursuant to the provisions of The Employment Standards Act, R.S.O. 1980, Chapter 137, as amended from time to time. Members taking Maternity/Paternity leave shall receive 75% top-up for 15 weeks for each.

This benefit will be calculated as the difference between:

- (i) seventy-five percent (75%) of the Employee's regular weekly earnings; and
- (ii) the weekly EI benefit that is payable or would be payable to the member without regard to any election by the member to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act

#### **14. PROMOTIONS, SENIORITY AND TRANSFER**

- 14.1 All recommendations for promotion shall be based upon a policy of promotion as annexed hereto and designated as Schedule "C".
- 14.2 (a) In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work. Former employees re-entering the service after continuity of service has been broken for any reason (Her Majesty's Service excepted) shall be considered new employees, and seniority shall start as of the date they re-enter the service.  
  
(b) In the event of a temporary transfer to a non-union Management position in the Fire Department, the Employee shall retain seniority within this bargaining unit for a period of up to twenty-four (24) months. During this twenty-four (24) month period the Employee shall pay union dues. The Employee shall have the right to return to his/her former position in the bargaining unit at any time during the twenty-four (24) month period with full seniority. Thereafter the Employee's seniority within this bargaining unit will cease.

An Employee who requests to be returned to his/her former position shall not prejudice his/her application for future promotions or transfers. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position.

The Employee temporarily transferred outside of the bargaining unit will have the ability to participate in any and all promotional processes.

The Employee temporarily transferred out of the bargaining unit will not engage in disciplinary or confidential labour relations matters nor will they participate in the collective bargaining process.

After the twenty-four (24) month period, the Employee will either return to their position within the bargaining unit or they will be offered a permanent position outside of the bargaining unit, provided that that permanent position does not exceed the number of allowable excluded management positions.

In the event that an individual is promoted during a temporary assignment, the promotion will occur and the individual will continue to function in the temporary assignment. Any shift/station transfer that occurs because of the promotion will take place. This resulting shift/station assignment will then be held until the individual has completed their temporary assignment.

14.3 (a) Members who are transferred from one Division to another Division shall not transfer the rank earned in the Division from which they are being transferred.

(b) Employees of the Operations Division who transfer to another division shall be placed in the rank of Fifth Class and progress through the ranks in increments of six (6) months until they attain their previous rank to a maximum rank of First Class. The exception is a transfer to the Training Division, in which case the position / rank shall be that of a Training Officer. Any Fire Fighter who is transferred because of illness or injury shall have their rate red-circled for up to two years. Once achieving First Class, the Employee may participate in the applicable promotional process as per Schedule "C".

(c) Employees of the Fire Prevention Division, Communications Division, Mechanical Division and Training Division who transfer to the Operations Division shall be placed in the rank of Fifth Class and progress through the ranks in increments of twelve (12) months until they attain their previous rank to a maximum of First Class. Once achieving First Class, the Employee may participate in the applicable promotional process as per Schedule "C".

(d) Employees of the Fire Prevention Division, Communications Division, Mechanical Division and Training Division who transfer to Divisions other than the Operations Division shall be placed in the rank of Fifth Class and progress through the ranks in increments of six (6) months until they attain their previous rank to a maximum rank of First Class. Once achieving First Class, the Employee may participate in the applicable promotional process as per Schedule "C".

(e) A Member who transfers and returns to a former Division where the member once worked shall reassume the rank that was previously held in that Division.

(f) Acting Captains and Acting District Chiefs with numbered promotional positions that transfer from the Suppression Division shall have their promotional number remain in effect until expiry of that said list. In the case where an Officer

vacancy, for which they are eligible with a numbered position, occurs within the Suppression Division, they must return to the Suppression Division to have their promotion take effect. They shall be required to transfer back to the Suppression Division to reinstate their eligibility to participate in any further promotional exams.

(g) Employees must have served a minimum of three (3) years in a Division prior to being eligible to apply for a Job Posting/Transfer to another Division.

Effective January 1, 2025, Employees applying for a Job Posting or requesting a transfer to another Division must at a minimum possess the required NFPA Certifications (at the time of application/request) and job qualifications, as outlined in the Job Description, referenced at the time of the Job Posting.

Employees must be able to satisfactorily complete the relevant training within the first twelve (12) months of transferring into the Division. If the employee is unsuccessful, the employee will be returned to their previous position. With respect to transfer requests, it is expressly understood by the parties that it is within the sole discretion of the Fire Chief to accept or reject any request for a transfer. The exercise by the Fire Chief, of his discretion with respect to transfer requests, shall not be done in a manner which is arbitrary or in bad faith.

14.4 Any position in the Hamilton Fire Department which becomes vacant by reason of retirement, transfer, death, resignation or dismissal of an employee shall be filled within one hundred and twenty (120) days.

14.5 All new employees shall serve a probationary period of twelve (12) months.

The Employer may hire employees and place them at any step within the wage grid established for the position of Firefighter in recognition of prior full-time career Firefighting experience. Any employee hired as a Firefighter, and granted recognition for previous services for the purposes of placement on the wage grid, shall be required to pass the examination for First Class Firefighter at the end of their first year of employment. Employees granted recognition for previous services for the purposes of placement on the wage grid shall be considered probationary employees for their first year of service with the Department.

New employees (i.e. hired from outside the Fire Department) in the classifications of Training Officer, Chief Mechanical Officer and Mechanic will be paid at 90% of the job rate for the probationary period.

Notwithstanding the foregoing, the Employer shall not recognize previous service with any other service for the purposes of seniority, holiday entitlement or seniority pay.

14.6 Transfers to the Storekeeper or Shipper/Receiver classification after the ratification of this Agreement shall be on the basis of the incumbent being paid at the rate of Storekeeper II or Shipper/Receiver II for a period of three (3) months. On satisfactory

completion of the three month period noted above, the incumbent shall be paid at the rate of Storekeeper or Shipper/Receiver I. Should the transfer be of a rank lower than Storekeeper I or Shipper/Receiver I, the transfer shall be to the next lower rank in the Storekeeper or Shipper/Receiver classification under the same conditions as noted above and then the orderly sequence as set out in Schedule "A" shall be maintained.

14.7 Eligibility for Transfer to the Training Division shall be based on an Employee having at a minimum obtained the rank of First Class in the Operations Division. Effective January 1, 2025, the Employee must at a minimum possess the required NFPA Certifications (at the time of application/request) and job qualifications, as outlined in the Training Officer Job Description referenced at the time of the Job Posting. If the employee is unsuccessful, the employee will be returned to their previous position.

14.8 Employees who are transferred due to lay-offs and/or downsizing, shall not suffer penalties as described under Article 14.4

Said transferee must move through appropriate ranking examinations as defined under Schedule "C"

14.9 The Employer shall post all positions and vacancies for a period of not less than 21 working days in all Hamilton Fire Department Stations, followed by a corporate posting of two weeks. The parties recognize the principle of promotion within the service of the Hamilton Fire Department.

## **15. UNIFORMS AND EQUIPMENT**

15.1 All Hamilton Fire Department Personnel shall be supplied with uniforms as contained in Schedule "B" appended to this Agreement, which schedule shall form part of this Agreement.

15.2 All articles of clothing and equipment supplied to Fire Department personnel shall have the Union label attached thereon, whenever possible.

## **16. DISCIPLINE**

16.1 (a) Outstanding warnings or suspensions, for reasons other than irregular attendance, appearing on an employee's personnel file shall be examined monthly and removed two (2) years from the date thereof.

(b) Employees on an unpaid leave or illness related absence greater than thirty (30) calendar days shall have their discipline timeline as per article 16.1(a) frozen until return from such leave.

16.2 An employee shall have the right to have the President of the Association (or his/her designate) present at all meetings which may result in a notation on the employee's

record or disciplinary action being taken. If no representative is immediately available, a meeting shall take place within the Employee's regularly scheduled next seven (7) working days.

- 16.3 Employees shall have access to their personnel file by calling the Human Resources Division and requesting to do so during working hours.
- 16.4 An Employee, or the President of the Association (or his/her designate) with the written authority of the Employee shall be entitled to review the Employee's personnel files, in order to facilitate the investigation of a grievance. The Employee or the President, as the case may be, shall give the Employer three (3) days notice, prior to having access to all such files. Any time required to engage in this activity shall be at no cost to the Employer.
- 16.5 An Employee shall receive a copy of any documentation of a disciplinary nature or relating to the Employee's work performance that is being put in his/her personnel files, either at Human Resources or the Fire Department.

## **17. GRIEVANCE PROCEDURE**

- 17.1 The duly elected or appointed Bargaining Committee of the Association will act in all matters of grievance by the members of the Association.
- 17.2 Grievances shall proceed in the following manner:

### **(i) First Step:**

The employee alone, or the Bargaining Committee on behalf of the employee, or on behalf of the Association (if in the opinion of the Bargaining Committee the matter in dispute has general application), may within thirty (30) working days of the grievance, submit the grievance in writing to the Fire Chief or his/her designate. The Fire Chief and/or his/her designate shall meet with the employee alone, or the Bargaining Committee to discuss the grievance. If the parties are unable to settle the grievance, the Fire Chief and/or his/her designate will state in writing within seven (7) working days of the presentation of the grievance, the reason or reasons for the denial of the grievance.

### **(ii) Second Step:**

Failing a satisfactory settlement in the first step, the Chairman of the Bargaining Committee shall within ten (10) working days of receipt of the decision of the Fire Chief or his/her designate, present the grievance in writing to the Director of Labour Relations, who shall meet with the Bargaining Committee within ten (10) working days following the receipt of the grievance in an effort to bring about a prompt and satisfactory settlement.

The Director of Labour Relations shall report, within ten (10) working days of the said

meeting to the Association. In the event the Director of Labour Relations denies the grievance, s/he shall state the reasons in writing.

- 17.3 The time limits as set out in this Article may be extended at any time by mutual Agreement of the parties.
- 17.4 A grievance under this Agreement shall include any matter which may be submitted to arbitration under part IX of the Fire Protection and Prevention Act and amendments thereto. A claim by an employee that he/she has been unjustly discharged or disciplined, shall be included and considered as a grievance under this Agreement, whether or not there is an independent review pursuant to Section 44 of the Fire Protection and Prevention Act and amendments thereto.
- 17.5 The time limits for submitting a grievance over discharge or discipline shall not originate until the Committee of the Employer if so requested has made a final decision in writing with respect to any appeal or hearing to it, over discharge or discipline.

If there is no hearing or appeal before a Committee of the Employer, the grievance over discharge or discipline shall originate within thirty (30) working days after the date of his/her last employment with the Employer in the case of discharge, or thirty (30) days of discipline received in the case of discipline.

- 17.6 If an employee is discharged, he/she shall have his/her grievance processed at the second step of the grievance procedure.
- 17.7 A grievance over discharge or discipline can be settled by reinstating the employee without loss of pay or seniority or any other benefits or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator or Arbitration Board.
- 17.8 In the case of discharge and/or discipline, the Chief or his/her designate shall notify the Association in writing, immediately, giving the reasons for discharge or discipline.

## **18. ARBITRATION CLAUSE**

- 18.1 Where a difference arises between the parties relating to the interpretation, application or administration of an Agreement made under Part IX or of a decision or award of a Board of Arbitration made under Part IX or where an allegation is made that the Agreement or award has been violated, either of the parties may, after exhausting any grievance procedure established by the Agreement, notify the other party in writing of its 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 Minister of Labour upon the request of either party, and the Arbitrator shall hear and determine the difference or allegation and shall issue a decision and such decision shall be final and binding upon the parties.

Subject to the agreement of the parties, they shall endeavour to settle any and all grievances by appointing a mediator to assist the parties in reaching a resolution to the grievances. The mediator shall be selected from a list of mediators agreed to by the parties.

Notwithstanding article 18.1 the parties agree that in the case of grievances related to dismissal or exclusions, it is in the interest of the parties to reach a resolution in an expeditious manner. The parties agree that in the case of such grievances a party to the collective agreement may request, akin to section 49 of the Ontario Labour Relations Act, that the parties may request the appointment of a single arbitrator by the Minister of Labour, or alternatively consent to the appointment of a single arbitrator, to hear the matter 30 days after the grievance was first brought to the attention of the other party.

- 18.4 Each party shall assume its own costs of such Arbitration proceedings and shall share the cost of the Arbitrator equally.
- 18.5 An Employee shall only be discharged or disciplined for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or Single Arbitrator shall have the power to dispose of the grievance by any arrangement which in the opinion of the Arbitration Board or the Single Arbitrator is deemed to be just and equitable.

## **19. LAY OFF PROCEDURE**

In the event of a reduction in the work force through lay off, lay off shall commence with the employee with the least amount of total department seniority with the Fire Department. Employees so laid off shall retain, but shall not accrue their seniority while laid off. In the event of recall or increase in the work force, positions will be filled in the reverse order to the lay off. An employee will be deemed to have resigned if, after lay off, he/she fails to acknowledge his/her availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday and Statutory Holidays) and further, if he/she fails to report within ten (10) days after notice or recall is issued.

## **20. WAGES**

First Class Fire Fighters Rate:

Effective January 1, 2023	\$110,783
Effective January 1, 2024	\$114,040
Effective January 1, 2025	\$117,290
Effective January 1, 2026	\$120,632

- 20.2 a) The calculation of an hourly rate (for purposes of overtime payment) for full-time fire fighters shall be:

(i) Those working a 42 hour work week:

$$\frac{\text{Yearly rate for the classification}}{2184} = \text{Hourly rate}$$

(ii) Those working a 40 hour work week:

$$\frac{\text{Yearly rate for the classification}}{2080} = \text{Hourly rate}$$

b) The calculation of a daily rate for full-time fire fighters shall be:

(i) Suppression Division:

$$\frac{\text{Yearly rate for the classification}}{182} = \text{Daily rate}$$

c) The payment of bi-weekly salaries shall be based on the calculation presently used in the payment of bi-weekly salaries and that system shall continue in tact.

d) In the matter of the calculation of the gratuity (termination from the service other than for cause and for the periods stipulated in the sick leave by-law) shall be based on 182 days in the sick leave bank rather than 208 days.

## 21. RECOGNITION PAY FOR ALL CLASSIFICATIONS

The Seniority Pay for all classifications shall form part of base salary and shall be paid bi-weekly. It shall be included as salary in calculating overtime, vacation and statutory holiday pay, pension contributions, sick leave pay, etc. First Class Fire Fighters who have completed eight (8), seventeen (17), or twenty-three (23) years of service with the Hamilton Fire Department (for further clarity a First Class Fire Fighter would be eligible for Seniority Pay in the ninth (9) year), and provided that

(a) The Fire Fighter maintains their certifications in CPR, Defibrillation, and First Aid, as well as their DZ license.

(b)	>8 years	3%	3%	3%
	>17 years	4%	6%	6%
	>23 years	5%	9%	9%

\*Seniority pay for Officers for the years 2006-2009 as defined by Burkett Arbitration award dated March 31st 2010.

## **22. TECHNOLOGICAL CHANGE**

- 22.1 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting employees, the Employer shall, by written notice, furnish the Association with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting (a) the nature and degree of change, (b) the date or dates on which the Employer plans to effect the change, (c) the location or locations involved.
- 22.2 As soon as reasonably practicable after the foregoing notice has been given, the Employer will make disclosure to the Association of the Employer's knowledge as to the effects of the change or changes on each classification of employee. Such disclosure will contain all relevant data in the possession of the Employer and shall be supplemented by any additional information reasonably requested by the Association which is in the possession of the Employer.
- 22.3 Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any employee.
- 22.4 Without mutual agreement, no employee covered by this agreement shall suffer loss of employment as a result of the exercise by the Employer of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the Employer at the time the aforementioned notice was given by the Employer.
- 22.5 If agreement is not reached within fifteen (15) days of the disclosing by the Corporation of the employment related effects of any changes caused by technological change, either party may submit any outstanding issues(s) concerning these effects (but not the technological change itself) to a Board of Arbitration which shall be constituted in the manner provided for in the collective agreement. The Board shall have full remedial powers to deal with these unresolved issues.
- 22.6 The words "technological change" in this Article mean (a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and (b) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

## **23. SUCCESSOR RIGHTS**

No full-time fire fighter shall suffer a loss of employment as a result of a sale, transfer, amalgamation or merger. If the City enters into discussions with a third party as a result of a sale, transfer, amalgamation or merger Local 288 shall be included as an interested party.

## **24. MISCELLANEOUS**

- 24.1 The employer is to assist in obtaining parking for the members assigned to duties at the Central Station. The facilities to be in the vicinity of the Central Station and the employer to assume fifty percent (50%) or a maximum of twenty dollars (\$20.00) of the monthly parking rate.
- 24.2 Out of pocket expenses paid to members of the Hamilton Fire Department attending out of town courses on its behalf and as directed by the Chief, shall be ten dollars (\$10.00) per day to a maximum of thirty dollars (\$30.00) per week. In addition, mileage shall be paid in accordance with City of Hamilton Corporate policy, in effect at the time of the required travel, to attend any courses that occur outside the municipal boundary of the City of Hamilton upon submission of a mileage claim form. Said mileage will be based on, and paid for, the distance between the destination and the station to which the employee is assigned.

## **25. Schedule "G" – Hamilton Early and Safe Return to Work**

The Hamilton Early and Safe Return to Work policy is incorporated at Schedule G"

## 26. DURATION

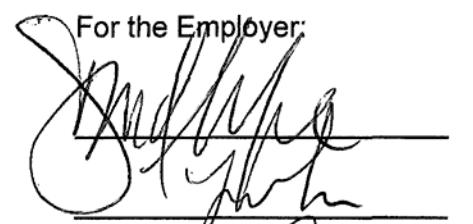
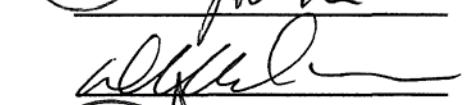
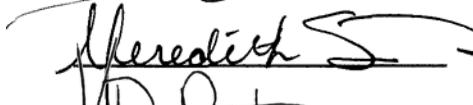
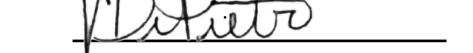
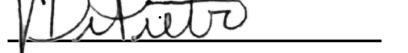
26.1 This Agreement shall remain in force and effect from the first day of January, 2023, until the 31st day of December, 2026, and from year to year thereafter, unless, within a period of not more than sixty (60) days and not less than thirty (30) days prior to the 31st day of December, 2026, or prior to the 31st day of December in any year subsequent thereafter, either party proposing to change or alter this Agreement shall give to the other party notice of requested changes or alterations in this Agreement and both parties shall thereupon negotiate in good faith with respect to the matters which it is proposed to change or alter and the remaining provision shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by its proper officers hereunto duly authorized this 30<sup>th</sup> day of November 2025.

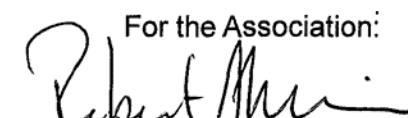
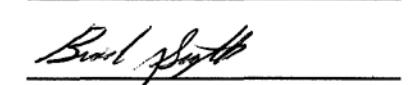
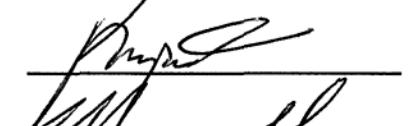
SIGNED SEALED AND DELIVERED

In the presence of:

For the Employer:

For the Association:


**HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**SCHEDULE 'A' - LOCAL 288 (UNION CODE C2)**

JOB TITLE	JOB	HOURS	SALARY			EFFECTIVE 1-Jan-23	EFFECTIVE 1-Jan-24	EFFECTIVE 15-Jul-24	EFFECTIVE 1-Jan-25	EFFECTIVE 1-Jan-26
	CODE	PER WEEK	SCHEDULE	STEP						
Chief Fire Prevention Officer	283	40	12A	1						
				2	Seniority >8 years (3%)	153,044.45	157,543.96		162,033.96	166,651.93
				3	Seniority >17 years (6%)	156,367.94	160,965.16		165,552.66	170,270.89
				4	Seniority >23 years (9%)	159,691.43	164,386.36		169,071.36	173,889.85
					Note: Apr 1/06 3%/4%,5%	163,014.92	167,807.56		172,590.06	177,508.81
Platoon Chief	1205	42	12	1						
				2	Seniority >8 years (3%)	153,044.45	157,543.96		162,033.96	166,651.93
				3	Seniority >17 years (6%)	156,367.94	160,965.16		165,552.66	170,270.89
				4	Seniority >23 years (9%)	159,691.43	164,386.36		169,071.36	173,889.85
					Note: Apr 1/06 3%/4%,5%	163,014.92	167,807.56		172,590.06	177,508.81
Assistant Chief Fire Prevention Officer (Eff. Jan 1/10)	144	40	11A	1						
Chief Communications Officer (Eff. Jan 1/10)	346			2	Seniority >8 years (3%)	144,017.90	148,252.00		152,477.00	156,821.60
Chief Mechanical Officer (Eff. Jan 1/10)	1623			3	Seniority >17 years (6%)	147,341.39	151,673.20		155,995.70	160,440.56
Chief Training Officer (130% of Grade 5A)	554			4	Seniority >23 years (9%)	150,664.88	155,094.40		159,514.40	164,059.52
					Note: Apr 1/06 3%/4%,5%	153,988.37	158,515.60		163,033.10	167,678.48
District Chief (135% of Grade 5 - July 15, 2024)	549	42	11	1						
				2	Seniority >8 years (3%)	144,017.90	148,252.00	153,954.00	158,341.50	162,853.20
				3	Seniority >17 years (6%)	147,341.39	151,673.20	157,375.20	161,860.20	166,472.16
				4	Seniority >23 years (9%)	150,664.88	155,094.40	160,796.40	165,378.90	170,091.12
					Note: Apr 1/06 3%/4%,5%	153,988.37	158,515.60	164,217.60	168,897.60	173,710.08
Assistant Chief Fire Prevention Officer	144	40	10A	1						
				2	Seniority >8 years (3%)	136,429.12	140,440.14		144,442.68	148,559.30
						139,752.61	143,861.34		147,961.38	152,178.26



Storekeeper (Grandfathered)	1513	5AG	2	months) (75% of step 4, After 12 months)	83,087.25	85,530.00	87,967.50	90,474.00
Inventory Shipper Receiver/Delivery (Grandfathered)	2917	5AG	3	(85% of step 4, 3rd year)	94,165.55	96,934.00	99,696.50	102,537.20
Pre April 11, 2019		5AG		Move to job rate - grade 5A step 5				
Firefighter	652	42	5	1 (65% of step 5, Probation-1st 12 months)	72,008.95	74,126.00	76,238.50	78,410.80
Fire Communications Operator	640			2 (70% of step 5, 2nd year)	77,548.10	79,828.00	82,103.00	84,442.40
Post April 11, 2019 - 5 yr wage progression				3 (80% of step 5, 3rd year)	88,626.40	91,232.00	93,832.00	96,505.60
				4 (90% of step 5, 4th year)	99,704.70	102,636.00	105,561.00	108,568.80
				5 (100%, 5th Year)	110,783.00	114,040.00	117,290.00	120,632.00
				6 Seniority >8 years (3%)	114,106.49	117,461.20	120,808.70	124,250.96
				7 Seniority >17 years (6%)	117,429.98	120,882.40	124,327.40	127,869.92
				8 Seniority >23 years (9%)	120,753.47	124,303.60	127,846.10	131,488.88
Firefighter (Grandfathered)	652	42	5G	1 (55% of step 5, In Training, first 3 months)	60,930.65	62,722.00	64,509.50	66,347.60
Fire Communications Operator (Grandfathered)	640		5G	2 (65% of step 5, 4 - 12 months)	72,008.95	74,126.00	76,238.50	78,410.80
Pre April 11, 2019			5G	3 (75% of step 5, 2nd year)	83,087.25	85,530.00	87,967.50	90,474.00
			5G	4 (85% of step 5, 3rd year)	94,165.55	96,934.00	99,696.50	102,537.20
				Move to job rate - grade 5 step 5				

## **SCHEDULE "B"**

### **CLOTHING**

(1) All HFD employees represented by Local 288 shall receive an initial one time allotment of the following Clothing Kit items:

**Suppression Firefighter Allotment up to and including the rank of Captain. Communications Operators and Officers. Training Officers, Fire Prevention Bureau inspectors and Officers and Mechanic's within Mechanical.**

Station Wear (Clothing, Uniform & Accessories)

- 6 Navy Blue Fatigue Shirts (any combination of long or short sleeve)
- 4 Navy Blue Cargo Pants
- 1 Leather belt
- 1 baseball hat
- 1 winter toque
- 1 set of winter gloves
- 1 fatigue jacket
- 1 winter jacket
- 1 Job shirt (sweatshirt)
- 1 V-neck military style sweater - rib knit design
- 6 T-shirts (any combination of long or short sleeve)

Dress Wear

- 2 Dress Shirts (White) ( Long Sleeve and Short Sleeve)
- 1 Tunic
- 1 Dress Pants
- 1 Black Tie

**Recruits Allotment \* (during the recruit training period)**

Station Wear (Clothing, Uniform & Accessories)

- 3 Navy Blue Cargo Pants
- 1 Leather belt
- 6 T-shirts (3 long & 3 short sleeve)
- 1 fatigue jacket

\* Upon graduation the Recruit allotment would be augmented to the complete Firefighter allotment as described above.

**Platoon Chiefs. District Chiefs and Support Division Chiefs  
(Training/Communication/Fire Prevention Bureau and Mechanical) and  
Assistant  
Division Chiefs Allotment\***

Station Wear (Clothing, Uniform & Accessories)

- 6 Fatigue (White or Navy Blue) Shirts (any combination of long or short sleeve)\*
- 4 Pants (any combination of Cargo or Dress pants)\*
- 1 Leather belt
- 1 baseball hat
- 1 winter toque
- 1 set of winter gloves
- 1 fatigue jacket
- 1 winter jacket
- 1 V-neck military style sweater - rib knit design
- 6 T-shirts (any combination of long or short sleeve)

Dress Wear:

- 2 Dress Shirts (White) (Long Sleeve and Short Sleeve)
- 1 Tunic
- 1 Dress Pants
- 1 Black Tie,

\*Note - for daytime hours (7:00 to 19:00) Chief Officers with the exception of the Chief Mechanical Officer will be required to wear Dress Wear Shirts (White) and Dress pants.

- (2) Dress Caps and Dress shoes (to be worn with #1 Dress Wear) will be provided and will form part of the clothing kit allotment where each HFD employee represented by Local 288 shall receive one Dress Cap and One pair of Dress shoes within three (3) years upon the signing of this L.O.U.
- (3) Issue of replacement clothing uniform and accessories will be accomplished through an exchange process which is based on a one for one model following the receipt of the initial one time clothing allotment and will be limited to the designated items and quantities as outlined in this agreement.
- (4) All Employer issued clothing uniform and accessories are the property of the Hamilton Fire Department and will be returned and accounted for upon the retirement or termination of the employee.
- (5) The clothing allotment as outlined under Section (2) and (3) may be altered during the term of this Agreement by the mutual consent of the Fire Chief and the Hamilton Professional Fire Fighters Association subject to the conditions described in this schedule.
- (6) Arrangements are to be made for the cleaning of uniforms up to the amount of one hundred dollars (\$100.00) per year for each uniformed member of the Department.
- (7) Each employee of the Fire Department required to wear safety shoes shall be given an allowance of fifty (\$50.00) dollars per year for the purchase of such shoes under the following conditions:

- (a) the safety shoes purchased must meet the standards set by the Ontario Safety Council.

## **SCHEDULE "C"**

### **POLICY OF PROMOTION**

New promotional process effective January 1, 2021

To facilitate the transition to the new Promotional Process, members who were numbered or unnumbered Acting Captains, Acting District Chiefs, Acting Platoon Chief, Acting Fire Safety Officers, Acting Communications Officers and Acting Assistant Chief Fire Prevention Officers, under the pre 2021 process will be deemed to have written one exam.

The Parties agree to meet and discuss any necessary clarifications relative to the language in Point 2 and 3 below.

#### **1. PROBATIONERS TO 1ST CLASS**

- 1.1 Promotions from the rank of Probationary Fire Fighter, Probationary Fire Inspector, Probationary Fire Communications Operator, Probationary Storekeeper, Probationary Shipper/Receiver to the rank of Fire Fighter IV, Fire Inspector IV, Fire Communications Operator IV, Storekeeper IV, Shipper/Receiver IV shall only be made after written, oral, and practical tests have been passed prior to such promotion.
- 1.2 Promotions from the rank of Fire Fighter IV, Fire Inspector IV, Fire Communications Operator IV, Storekeeper IV, Shipper/Receiver IV to the rank of Fire Fighter III, Fire Inspector III, Fire Communications Operator III, Storekeeper III, Shipper/Receiver III shall only be made after written, oral, and practical tests have been passed prior to such promotion.
- 1.3 Promotions from the rank of Fire fighter III, Fire Inspector III, Fire Communications Operator III, Storekeeper III, Shipper/Receiver III to the rank of Fire fighter II, Fire Inspector II, Fire Communications Operator II, Storekeeper II, Shipper/Receiver II shall only be made after written, oral, and practical tests have been passed prior to such promotion.
- 1.4 Promotions from the rank of Fire fighter II, Fire Inspector II, Fire Communications Operator II, and Storekeeper II, Shipper/Receiver II to the rank of Fire fighter I, Fire Inspector I, Fire Communications Operator I, and Storekeeper I, Shipper/Receiver I shall only be made after written, oral, and practical tests have been passed prior to such promotion.
- 1.5 Examinations shall consist of theory and practical phases. The theory phase shall consist of a written and oral examination.

Qualification for classification shall be as follows:

- a) theory phase - a mark of 75% or higher averaged between the written and oral examinations is required.
- b) practical phase - shall be noted as "Qualified" or "Not Qualified".
- c) "Not Qualified" candidates will be notified by the most Senior Officer from their respective Division and shall be entitled to an interview with the Deputy Chief within five (5) days from the date of notification, upon request. Candidates will be re-examined within three (3) months.

## **General Conditions**

### **OFFICER PROMOTIONS (ALL DIVISIONS)**

Vacancies to be filled, shall be filled within ninety (90) days after the initial date of the vacancy, unless mutually extended by the Chief and the Association.

Vacancies will be filled from the promotional list in effect on the date of such vacancy.

## **2. OPERATIONS DIVISION**

Firefighters who have completed 6 years of service by December 31<sup>st</sup> of the year in which a promotional exam process is taking place are eligible to write a promotional exam for Captain. Captains must have 4 years in the rank of Captain by December 31<sup>st</sup> of the year in which a promotional exam process is taking place to be eligible to write a promotional exam for District Chief. District Chiefs must have 2 years in the rank of District Chief by December 31<sup>st</sup> of the year in which a promotional exam process is taking place to be eligible to write a promotional exam for Platoon Chief.

A promotional process for all ranks will be held every 2 years. The promotional exam will consist of 100 multiple choice questions relevant to the position being tested for, which will be taken from a bank of questions. A mark of 85% must be achieved to successfully pass and qualify for promotion and place on the promotional list. The promotional list will take effect on January 1<sup>st</sup> of the year following the exam.

The bank of questions, not exceeding 600, including answers, will form the study package which will be made available to all personnel in January of the year in which the promotional exams take place.

Personnel will be provided 60 days' notice of the date of the promotional exams.

Personnel achieving a mark of 85% and above will be assigned a promotional number based on seniority.

Seniority for the purpose of the promotion to the rank of Captain is Departmental Seniority. Seniority for the rank of District Chief would be seniority in the rank of Captain and Departmental Seniority as a tie breaker.

Seniority for the rank of Platoon Chief would be seniority in the rank of District Chief and Departmental Seniority as a tie breaker.

Personnel on the promotional lists must re-qualify every 2 years to maintain their standing number on the promotional list. If a member is unsuccessful at re-qualifying they will lose their standing. That member may write again in 2 years and their standing will be determined by seniority within the group writing at that time.

### **3. SUPPORT DIVISIONS**

Fire Inspectors and Communication Operators who have completed 6 years of service by December 31st of the year in which a promotional exam process is taking place are eligible to write a promotional exam for Fire Safety Officer and Communications Officer respectively.

Fire Safety Officers must have 2 years in the rank of Fire Safety Officer by December 31<sup>st</sup> of the year in which a promotional exam process is taking place to be eligible to write a promotional exam for Assistant Chief Fire Prevention Officer.

Personnel having two (2) years of service in the rank of Assistant Chief Fire Prevention Officer are eligible for promotion to Chief Fire Prevention Officer.

A promotional process for these ranks will be held every 2 years. The promotional exam will consist of 100 multiple choice questions relevant to the position, which will be taken from a bank of questions. A mark of 85% must be achieved to successfully pass and qualify for promotion and place on the promotional list. The promotional list will take effect on January 1<sup>st</sup> of the year following the exam.

The bank of questions, not exceeding 600, including answers will form the study package which will be made available to all personnel in January of the year in which the promotional exams take place.

Personnel will be provided 60 days notice of the date of the promotional exams.

Personnel achieving a mark of 85% and above will be assigned a promotional number based on seniority.

Seniority for the purpose of the promotion to the rank of Fire Safety Officer and Communications Officer is Departmental Seniority. Seniority for the rank of Assistant Chief Fire Prevention Officer would be seniority in the rank of Fire Safety Officer and Departmental Seniority as a tie breaker. Personnel on the promotional lists must re-qualify every 2 years to maintain their standing number on the promotional list. If a member is unsuccessful at re-qualifying they will lose their standing. That member may write again in 2 years and their standing will be determined by seniority within

the group writing at that time.

**4. PROMOTION TO CHIEF MECHANICAL OFFICER:**

**11.1 Eligibility**

Two (2) years service in the rank of Mechanic.

**11.2 Promotional Board**

Promotional Board, consisting of Chief, Deputy Chief, and Assistant Deputy Chief shall convene. An oral examination shall take place and a promotional selection shall be made by the Promotional Board based on the Board's averaged results of the examination

**11.3 Promotional Recommendation**

Selection shall be made by the Chief from the list submitted by the Promotional Board, following interview with recommended personnel.

**SCHEDULE "D"**

As per the Burkett Award of March 31st 2010, the Parties agree to meet and discuss the four day work week (10 hours per day) trial for the Mechanical Division.

**SCHEDULE "E"**

Notwithstanding anything to the contrary contained in this Agreement or in any description of a fire fighter, a fire fighter shall not be responsible for maintenance of the fire stations nor for:

- (a) The washing of walls and ceilings;
- (b) The removal of snow from Hamilton Fire Department property; save and except minor snow removal from station entrances and garage doors to maintain safe access in and out of stations;
- (c) The maintenance of lawns and shrubs,

but a fire fighter shall be responsible for the maintenance of fire fighter dormitories in the fire stations.

**MAINTENANCE OF EXISTING BENEFIT PROVISIONS**

It is recognized that the same terms and conditions as set out in the Liberty Health Plan from the 2000-2002 Collective Agreement shall remain in effect.

## **SCHEDULE "F"**

### **SUMMARY OF BENEFITS**

Charges in this Schedule qualify to the extent that they are reasonable, customary and medically necessary. This specifically includes, but not limited to, physiotherapy and drug benefits.

Clinical psychologist, Vision, Semi-Private and Dental benefits will not be subject to reasonable and customary limits as they have their own reasonable and customary amounts as set out herein.

#### **EXTENDED HEALTH BENEFITS (EHB)**

Deductible – Nil  
100% reimbursement of eligible charges

#### **Prescription Drugs**

Deductible – Nil  
100% reimbursement of eligible charges

**Paramedical Services** - maximum amounts allowed subject to the EHB Plan deductible and reimbursement percentage shown above.

##### **a) Clinical Psychologist, Psychiatrist, Psychotherapist, or Social Worker:**

The Employer shall pay for psychological services up to \$250 per visit to a maximum of \$3,500 per year for each of the member, spouse and eligible dependants. Effective January 1, 2026 increase annual maximum to \$5,000.

##### **b) Registered Masseur:**

Prescribed by a Physician  
Maximum amount allowable: \$750 per member, spouse and dependents per calendar year

##### **c) Speech Pathologist:**

Maximum amount allowable: \$800 per member, spouse and dependents per calendar year. Effective January 1, 2026, increase annual maximum to \$900.

##### **d) Osteopath, Chiropodist, Podiatrist:**

Maximum amount allowable: \$600 per member, spouse and dependents per calendar year. Effective January 1, 2026, increase annual maximum to \$650.

##### **e) Chiropractic:**

Maximum amount allowable: \$700 per member, spouse and dependents per calendar year. Effective January 1, 2026, increase annual maximum to \$800.

**f) Acupuncturist/naturopath**

Maximum amount allowable: \$600 per member, spouse and dependents per calendar year.

**Semi-Private Hospital Accommodation**

Deductible – Nil

100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

**Hearing Aids**

Deductible – Nil

100% reimbursement up to a maximum of \$1,800 (effective January 1, 2026 \$2,000) per 36 consecutive months.

**Vision**

Deductible – Nil.

- i) 100% reimbursement up to a maximum of \$650.00 per 24 consecutive months.
- ii) The cost of an eye exam, to a maximum of \$95.00 every 24 months for each Member and Family.
- iii) The ability to apply vision care to the cost of laser eye surgery on a one time basis

When visual acuity can be improved to a least 20/40 with contact lenses and cannot be improved to that level with eyeglasses, this plan will pay up to a lifetime maximum of \$200.00 for contact lenses when prescribed by a medical doctor, ophthalmologist or optometrist.

**Out of Province Coverage**

Deductible – Nil.

100% reimbursement of eligible charges.

**EHB Overall Lifetime Maximum - Unlimited****Dental Benefits**

Deductible – Nil

**Dental Plan Procedures A-I**

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

**Dental Plan Procedures J-L**

80% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

**Dental Plan Procedure M (Orthodontic Services available for each Member, Spouse and Dependent)**

Lifetime maximum of \$3,500 with 50/50 co-insurance. Effective January 1, 2026, increase to \$4,000.

**Dental Maximums:**

Procedures A-I	-Unlimited
Procedures J-L	-\$2,500 per person per 12 consecutive months. Effective January 1, 2026, increase to \$3,000 per person per 12 consecutive months.
Procedure M	-Lifetime maximum of \$3,500 per Member, Spouse and dependent child. Effective January 1, 2026, increase to \$4,000.

**Fee Guide:** Current Ontario Dental Association Fee Guide for General Practitioners.

**PREDETERMINATION OF DENTAL BENEFITS**

Prior to beginning a course of major dental treatment which is expected to cost \$300 or more, you should obtain from your dentist and submit to Liberty Health a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Liberty Mutual prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Liberty Mutual. Where a range of fees, individual consideration or laboratory charges are included, Liberty Mutual will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

Note: A calendar year is January 1 to December 31.

Your group health and dental benefit plan is underwritten by Liberty Mutual Insurance Company. However, we conduct business under the name "Liberty Health". Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.

**ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

- i) your legally married spouse or a person of either sex with whom you have continuously cohabitated for a period of at least one (1) year in a common law relationship;
- ii) Your natural or adopted child, stepchild, who is:
  - a. unmarried

- b. under age 22, or under age 25 if a full-time student
- c. not employed on a full-time basis, and
- d. not eligible for coverage as an employee under this or any other Group

Coverage for an unmarried dependent child who is incapable of self support due to mental or physical disability shall continue beyond the limiting age stated above, provided satisfactory proof is given that the disability occurred while an eligible dependent:

- a) within thirty days after attainment of the limiting age, and
- b) as often as reasonably required thereafter.

A newborn child shall become eligible from the moment of birth.

It is the responsibility of the employee to notify the Benefits Section if your dependent no longer meets the definition of an eligible dependent.

### **CHANGES IN BENEFIT COVERAGE (Mandatory Positive Re-enrolment)**

Changes in benefit coverage due to:

- marital status,
- name change,
- dependent coverage, or
- coordination of benefits

should be directed to the Human Resources Centre.

### **TERMINATION OF BENEFITS**

Coverage for you and your dependents will cease on the earliest of:

- the date you terminate employment, retire or attain age 65;
- the date you cease to be eligible under the terms and conditions of the Group Agreement, or
- the termination date of the Group Agreement

### **EXTENSION OF BENEFITS**

In the event of termination of employment while you or your dependent are totally disabled, benefits shall continue until the earliest of:

- the date the Group Agreement terminates;
- the date total disability ceases;
- the 90th day following termination of coverage; or
- the date you or your dependents become eligible for coverage under any other Group Policy.

### **CLAIMING BENEFITS**

## **Assignment of Benefits to the Provider**

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

### **Direct Claims Submission**

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims should be submitted to: Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4

Extended Health claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated Liberty Health should be notified in advance. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

Dental claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated Liberty Health should be notified in advance. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

## **COORDINATION OF BENEFITS**

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expenses. Where both spouses of a family have coverage through their employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earliest birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

## **CONVERSION**

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 60 days of leaving the group.

## EXTENDED HEALTH BENEFITS

The benefits described below are available to you through Liberty Mutual Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

### GENERAL INFORMATION

No medical examination is required.

Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Liberty Mutual from the date of the last service provided.

Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

### BENEFITS

**1. DRUGS** - Formulary Two Mandatory Generic Plan: Drugs, serums, injectables and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor. Smoking cessation aids (transdermal patches and nicotine gum only) are limited to a 3 months supply per person per calendar year. Benefits are not payable for vitamins or vitamin preparations (unless injected), anti-obesity treatments, charges made for the administration of serums, vaccines or injectable drugs, and drugs not approved for legal sale to the general public in Canada.

The drug plan will be mandatory generic unless the physician instructs otherwise. However, there will be no detriment to the firefighters or their families by imposing the requirement that the least expensive form of the same drug be used.

**2. PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN) when such services are provided in the home or hospital by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient, an employee of the hospital, nor lives in the home of the covered person. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An Authorization Form for RN / RPN services must be completed by the attending physician and submitted to Manulife Financial. When the services are extended for more than 30 days, prior approval must be obtained from Manulife Financial on a monthly basis.

**3. PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist who is not normally a resident in your home.

**4. DIAGNOSTIC SERVICE:** Diagnostic laboratory tests and x-rays performed in a hospital or licensed medical laboratory.

**5. ACCIDENTAL DENTAL:** Repair or replacement of natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within three years. Liberty Health must be notified immediately. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth is subject to a limit of \$500 per accident.

**6. PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), 2 pairs of surgical brassieres following a mastectomy, surgical stockings for relief and control of varicose veins or following surgery on the legs, wigs (following chemotherapy), to a maximum of \$70, ostomy or colostomy supplies (where a surgical stoma exists), lancets, corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear, moulded arch supports (orthotics) up to maximum of \$500 per calendar year.

**7. DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.

**8. MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.

**9. AMBULANCE:** Charges in excess of the provincial health plan allowance for licensed ambulance service or other emergency service used to transport the covered person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered, or from one hospital to another, or from hospital to the covered person's residence. (Emergency transportation includes transportation by air, rail or water.)

**10. HOSPITAL EXPENSES AND SUPPLIES:** Charges for hospital services and supplies obtained from a licensed hospital or surgical supply company while the person is not confined in the hospital.

**11. PARAMEDICAL SERVICES:** Services of the following licensed, certified or registered practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a) Clinical Psychologist, psychiatrist, psychotherapist, social worker, services of a practitioner that is not a standardly covered mental

health practitioner but is operating under the supervision of a licensed list of mental health practitioners under the specific group will be covered according to the coverage for the supervising practitioner. Expenses will be paid based on reasonable and customary charges for the supervising practitioner.

- b) Masseur – when the patient's attending physician authorizes in writing that such treatment is necessary;
- c) Speech Pathologist – when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
- d) Chiropractor, Osteopath, Podiatrist, Chiropodist.

**12. VISION:** Payment towards the purchase of new or replacement eyeglasses (frames and/or lenses) or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist as a result of an eye examination. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependant. The certificate of coverage is not transferable.

Benefits are not payable for the cost of the eye examination is not covered (eye examinations however, may be covered under your basic provincial government health plan), industrial safety glasses, non-prescription sunglasses, charges for expenses covered by Worker's Compensation Board, or any government agency or third party.

**13. HEARING AIDS:** Payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment.

Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Worker's Compensation Board or any government plan.

**14. OUT OF PROVINCE COVERAGE:** The following benefits provide protection when travelling (for other than health reasons) or vacationing outside your province of residence. Refer to the Summary of Benefits for information regarding reimbursement of this benefit.

- a) Payment for the cost of hospital accommodation up to the ward level which is in excess of the amount paid by a provincial health plan or any other group plan.
- b) Hospital services and supplies not normally provided in a) above.
- c) Payment for charges made by a physician or surgeon (including diagnosis and treatment) when such charges are over and above the allowance made by provincial health plan.

- d) Round trip economy air fare for a qualified medical attendant (not a relative) and the extra costs for the number of economy seats required to return the covered person, by most direct route, to the air terminal nearest the departure point in Canada, in the event that illness or injury is such that you must fly home and the attending physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant.
- e) Payment for charges made by chiropractors, chiropodists and podiatrists to a maximum of \$10 Canadian per treatment date, subject to payment by a provincial health plan.

**Note:** These benefits will not be paid for any condition resulting from a psychiatric disorder; or to patients in chronic care hospitals, chronic units of general hospitals, or nursing homes.

### **How to Claim Benefits**

When eligible expenses are incurred outside your province of residence, request detailed receipts (in duplicate if possible). Send one set of receipts to your provincial government health plan for their consideration and payment. When they have replied, send original proof of their payment together with receipts and a completed claim form to Liberty Health for payment of remaining eligible benefits. Payment will be made in Canadian currency, based on the rate of exchange in effect at the conclusion of the service rendered as determined by any Canadian Chartered Bank. Please note that claims in foreign languages require an accompanying translation.

### **LIMITATIONS**

Extended Health Benefits group coverage does not pay for:

Services normally paid through any provincial hospital plan, any provincial medical plan, Worker's Compensation Board, other government agencies or any other source.

Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.

Dental care (except as outlined under "Benefits").

Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.

Any benefit provided outside Ontario at an amount greater than the reasonable and customary charges Liberty Mutual would pay for such a benefit, with the exception of allowances for rates of exchange as outlined under "General Information".

Expenses incurred for benefits, or that part of benefits which cease to be payable under any government program.

## **SEMI-PRIVATE HOSPITAL ACCOMMODATION**

Semi-Private Hospital Accommodation – if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Liberty Mutual, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge. When charges are incurred outside Ontario, Liberty Mutual will not pay amount which is greater than it would pay for such charges when provided in Ontario to a resident of Ontario.

Refer to your Summary of Benefits for information regarding reimbursement of this benefit.

## **DENTAL BENEFITS**

Reimbursement of charges incurred by you and your eligible dependents for the following dental procedures will be made up to the fees outlined in the applicable Dental Association Fee Guide. Please refer to your Summary of Benefits for information regarding the appropriate Fee Guide and reimbursement of dental charges.

### **BENEFITS**

#### **A. Diagnostic**

Examinations: 01101, 01102, 01103, 01202 (once every 9 months\*), 01203, 01204, 01205

X-rays: 02102, 02102 (once every 24 months),  
02111-02125, 02131-02136  
02141-02146 (once every 9 months\*)  
02201-02204, 02209, 02304, 02401, 02402, 02409, 02411, 02412, 02419, 02504, 02509, 02601, 02701-02704, 02709, 02801, 02802, 02809, 02921, 02931-02934, 02939

Tests: 04101, 04201, 04311, 04312, 04321, 04322, 04401

Consultations: 05101-05104, 05109, 05201, 05202, 05209

#### **B. PREVENTATIVE**

Polishing: 11101, 11102, 11107, (one unit of time every 9 months\*)

Scaling 11111-11117, 11119

Preventive Recall: 11201-11203, 11301-11303, 11401-11403, 11501-11503 (once every 9 months\*)

Fluoride treatment: 12101

Oral hygiene instruction and reinstruction: 13211-13214, 13219, 13231, 13232, 13239 (once every 9 months\*)

Space maintainers (applicable only to dependent children): 15101, 15103-15105, 15201, 15202, 15301, 15302, 15401, 15402, 15403, 15601, 15602, 15603, 15604

Occlusal equilibration: 43311-43314, 43319 (8 units of time every 12 months)

Pit and fissure sealants: 13401, 13409

\*Once every 6 months for Dependent Children (as defined in the Eligible Dependents section of the Summary of Benefits).

**C. MINOR RESTORATIVE**

Caries/trauma/pain control: 20111, 20119, 20121, 20129

Amalgam restorations: 21111-21115, 21211-21215, 21221-21225

Retentive pins: 21401-21405

Stainless steel/plastic full coverage, preformed restorations (applicable only to dependent children under 12 years of age): 22201, 22211, 22301, 22311, 22401, 22411

Tooth coloured restorations: 23101-23105, 23111-23115, 23121, 23122, 23211-23215, 23221-23225, 23311-23315, 23321-23325, 23401-23405, 23411-23415, 23501-23505, 23511-23515

**D. MINOR SURGICAL**

Extractions: 71101, 71109, 71201, 71209, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239

Removal of residual roots: 72311, 72319, 72321, 72329, 72331, 72339

**E. ADDITIONAL SERVICES**

Anaesthesia, used in conjunction with oral surgery, periodontal surgery, fractures and dislocations: 92101, 92102, 92212-92219, 92222-92229, 92301-92309, 92411-92419, 92431-92439, 92441

Professional visits: 94101, 94102, 94302

Consultation with a member of the profession: 93111, 93112, 93119

Drugs (injections): 96201, 96202

**F. PERIODONTAL SERVICES**

Non-surgical: 41101-41104, 41109, 41211-41214, 41219, 41301, 41302, 41309

Surgical: The maximum benefit payable will include charges for packing and post-surgical treatment. 42111, 42201, 42311, 42321, 42411, 42421, 42431, 42511, 42521, 42531, 42551, 42611, 42621, 42811, 42819, 42821-42823, 42829, 42831-42834, 42839, 73411, 73431

Adjunctive Services: 43111, 43211, 43231, 43241, 43261, 43281, 43289, 43421-43427, 43429, 43611, 43612, 43621-43623, 43629

**G. ENDODONTIC SERVICES**

Pulpotomy, Pulpectomy – primary teeth: 32231, 32231

Root canal therapy: 33111, 33115, 33121, 33125, 33131, 33135, 33141, 33145, 33401-33403

Apexification: 33601-33604

Re-insertion of dentogenic media: 33611-33614

Apicoectomy/Apical curettage: 34111, 34112, 34121-34123, 34131-34134, 34141, 34142, 34151-34153, 34161-34164

Retrofilling: 34211, 34212, 34221-34224, 34231-34234, 34241, 34242, 34251-34254, 34261- 34264

Root amputation: 34411, 34412

Surgery, endodontic, exploratory: 34441-34446

Perforations/resorptive defect, pulp chamber repair, or root repair, non-surgical, surgical: 34511, 34521-35423

Isolation of Endodontic Tooth/Teeth: 39101

Hemisection: 34421-34423

Endosseous implants: 34661, 34462, 34471

Intentional removal, apical filling & replantation: 34451-34453

Emergency procedures: 20131, 20139, 32221, 32222, 32311-32314, 32321, 32322, 39201, 39202, 39211, 39212

Replantation, avulsed tooth/teeth: 76941, 76949

Repositioning of traumatically displaced teeth: 76951, 76952, 76959

**H. MAJOR SURGICAL**

Gingival fiber incision: 42331, 42339

Surgical exposure of tooth: 72511, 72519, 72521, 72529, 72531, 72539

Transplantation of erupted tooth: 72611, 72619

Surgical repositioning of teeth: 72631, 72639

Enucleation of an unerupted tooth: 72711, 72719

Aleoloplasty: 73111, 73121

Excision, removal of bone: 73152-73154, 73161

Reduction of bone, tuberosity: 73171, 73172

Gingivoplasty and/or stomatoplasty: 73211, 73221-73223

Surgical excision (cysts and tumors): 74111-74118, 74631-74638

Surgical incision and drainage: 75112, 75121, 75301, 75302

Fractures: 76201-76204, 76301-76304, 76911-76913

Repair lacerations, uncomplicated: 76961-76963

Frenectomy: 77801-77803

Management o TMJ dislocation: 78102

Miscellaneous surgical services: 79111, 79311-79313, 79321, 79322, 79331-79333, 79341-79343, 79402-79404, 79601-79604

**I. REMOVAL PROSTHODONTICS**

Denture Adjustments (complete or partial dentures, after 3 months from insertion): 54201, 54202, 54209, 54301-54303, 54401-54403, 54501-54503

Denture repairs/additions: 55101, 55102, 55201-55203, 55301, 55302, 55401-55403, 55501, 55509,

Denture rebasing, relining: 56211-56213, 56221-56223, 56231-56233, 56241-56243, 56251-56253, 56261-56263, 56311-56313, 56321-56323, 56331-56333, 56341-56343, 56411-56413

Denture, tissue conditioning: 56511-56513, 56521-56523

Resetting of teeth: 56602

**J. REMOVABLE PROSTHODONTICS – once every 5 years**

Complete dentures: 51101-51104, 51301-51303, 51601-51603, 51701-51703, 51801-51803

Partial dentures; 52101-52103, 52111-52113, 52201-52203, 5211-52213, 52301-52303, 52311-52313, 52401-52403, 52411-52413, 52501-52503, 52511-52513, 53101-53104, 53111-53113, 53201-52303, 53205, 53211-53213, 53215, 53301, 53302, 53304, 53401-53403, 53501-53503, 53611-53613, 53621-53623, 53701-53704, 53711-53713

**K. FIXED PROSTHODONOTICS –once every 5 years**

Pontics: 62101, 62103, 65201, 62502, 62701-62703

Repairs: 66111-66113, 66119, 66211-66213, 66219, 66301-66303, 66309, 66711, 66719, 66721, 66729

Retainers – crowns: 67101, 67102, 67121, 67129, 67131, 67139, 67201, 67202, 67211, 67301, 67311

Retainers – inlay, onlay: 67321, 67322, 67331, 67341

Abutment preparation under existing partial denture clasp: 67501, 67502

Splinting: 69201

Retentive pins for retainers: 69301-69305

**L. MAJOR RESTORATIVE**

Metal inlay restorations: 25111-25113

Composite inlay restorations: 25121-25123

Metal onlay restoration: 25111

Composite onlay restoration: 25521

Retentive pins: 25601, 25602, 25603, 25604, 25605

Crowns: 27111, 27113, 27114, 27121, 27201, 27211, 27301, 27311

Post and core: 25711-25713, 25721-25723

Metal transfer coping: 27501, 27502

Natural tooth preparation: 28101

Metal cast coping crowns: 28211, 28212

Other restorative services: 21301, 23601, 25731-25733, 25741-25743, 25751-25756, 29101-29103, 29109, 29301-29303, 29309

**M. ORTHODONTIC SERVICES – Applicable only to dependent children 18 years of age or under**

Diagnostic services: 04931

Observation & adjustment: 80601, 80602, 80631, 80632, 80639, 80641, 80642, 80649, 80651, 80659, 80661, 80669

Removal of fixed orthodontic appliances: 80671, 80679

Orthodontic appliances: 81111, 81112, 81113, 81114, 81121, 81122, 81131, 81135, 81141, 81142, 81151, 81152, 81211, 81212, 81231, 81232, 81242, 81243, 81251, 81252, 81253, 81254, 81261, 81262, 81271, 81272, 81221, 81222, 81291-81294, 83101, 83102, 83201, 83202, 14101, 14102, 14201, 14202, 14301 14311, 14312, 14319, 14401-14403, 14409

Prior to commencement of orthodontic treatment, the dentist should prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to Liberty Health for review to establish the extent of payable benefit.

In-office and commercial laboratory charges (when applicable to the above procedures): 99111, 99333

## **EXTENSION OF BENEFITS**

If an employee or dependent has impressions taken or a tooth prepared for an appliance while covered and benefits cease because of termination of employment, then coverage will be deemed to continue in force for 90 days for charges incurred for that treatment.

Claims will not be paid for any crowns, bridges or dentures for which impressions were made prior to the date the person's coverage started. Also, claims will not be paid for replacement or mislaid, lost or stolen appliances.

## **EXCLUSIONS**

### **Benefits are not payable for:**

Services or supplies not listed under Benefits.

Services or supplies for cosmetic purposes, as determined by Liberty Mutual.

Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.

Charges incurred as a result of self-inflicted injury.

Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.

Charges for procedures in excess of those stated in the Fee Guide for General Practitioners.

Services or supplies paid through any other source such as government or any other service.

Services completed after termination of coverage.

**SCHEDULE “G”**  
**Hamilton Fire Department**  
**Early and Safe Return To Work**  
**(ESRTW)**  
**(revised December 18, 2012)**

**Purpose**

The purpose of this policy is to formalize the City of Hamilton's commitment to provide its Fire Service personnel with an Early and Safe Return to Work procedure. The Workplace Safety and Insurance Act clearly define the requirements and parameters of this policy.

**Guiding Principles**

The policy is guided by the following principles that underline the values of a successful return to work program

- Mutual respect
- Open communication
- Confidentiality
- Participation
- Co-operation
- Suitable Work
- Work based on pre-injury job
- Modify the work, not the injured worker, if possible.

The Hamilton Fire Department, its personnel and the Hamilton Professional Firefighters Association, Local 288, are committed to returning staff to work as safely and quickly as possible, and working towards preventing workplace accidents, industrial disease and exposures through safe work practices and by reducing workplace hazards where ever possible. All employees are responsible to work in a safe manner, identifying and reporting hazards and utilizing the proper procedures and safety equipment.

The Joint Return to Work Committee shall be formed of one representative from Fire Administration, one representative from Return to Work Services, if necessary, and one representative from the Hamilton Professional Fire Fighters Association, as chosen by the Executive Committee. At least one member of all parties shall be present to discuss modified work duties. These members are to include: the Assistant Deputy or their designate, a representative from Return to Work Services or designate, and a designate from the Hamilton Professional Firefighters Association, Local 288, WSIB committee or a Local 288 executive designate.

### **Procedures**

1. The employee shall report their injury or illness to the employer as per the City of Hamilton Policy, the Collective Agreement, the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.
2. The employee will be directed to consult with a Health Professional, as defined in the Workplace Safety and Insurance Act, of their choice, as to the possibility of modified work. It shall be the responsibility of the employee to have the Health Professional complete a WSIB Health Professionals Report (Form 8) and return page 3 of this report to Corporate Health immediately after attending the Doctor's appointment.
3. The Employer reserves the right to compel an employee to undergo an independent medical examination and/or an independent Functional Abilities Evaluation at the expense of the Employer in order to determine prognosis and level of disablement.
4. Upon receipt of the FAF report, Return to Work Services will contact the employee to afford them the opportunity of modified work, where appropriate. The Return to Work Committee shall place the employee into the program. If conflicts occur, the RTW Committee will consider any limitations and make amendments as required.
5. A temporary modified work plan may be offered on the Platoon shifts, (24 hours), Communication shifts, (12 hours), Fire Prevention, (10 hours), or within a Support Division (Training, Mechanical) working the hours of that division. If graduated hours are prescribed, the injured worker will be granted these hours on the merits of the injury. Placement will be determined by the type of modified work required and available and the limitations supplied by the employee's Health Professional (through the FA Form).
6. Recommendations for placement will be made by the Return to Work Committee, with the final decision by the Chief or their designate. First consideration will be

given to shift work as noted above provided that work is available. Logistical considerations may require that employees be placed on shifts other than their normal schedule. Committee members will be made aware of placements as soon as possible. It should be noted, that the work that has been assigned to you will be dictated by the scheduled hours of the division that you are assigned. Rank does in no way, influences or dictates the type of assignment offered.

7. Every effort will be made to update any missed training while the employee is on modified work. This would include theory and practical training in accordance with any limitations. Participation may include inspections, tacticals, and public relations events with assigned crews.
8. The Return to Work Committee will monitor all such modified work assignments to ensure that it remains appropriate for the employee. In the case of conflict between the employee and the employer, WSIB policy will be used as a guideline for resolution by way of a Return to Work Mediator. Occupational and non-occupational RTW and modified duties will be dealt with separately and on an individual basis.
9. Modified work assignments within the Suppression Division are contingent on the worker being able to safely wear their personal protective equipment. If the worker is unable to wear this equipment due to defined restrictions, then an alternative placement will be sought.
10. Work placements are determined by the type of modified work required and available, noting the defined limitations supplied by the employee's Health Professional (through the Functional Abilities Form). The Return to Work Committee will recommend work placements and will monitor all such modified work assignments to ensure that it remains appropriate for the employee.
11. If the injured worker encounters difficulties in the performance of the assigned duties, he/she shall report their difficulties to his/her supervisor who will then make the necessary changes immediately, thus reducing any further chance of injury to the worker. The supervisor then must contact the Assistant Deputy responsible for administering the program, or their designate and an association committee member or executive as soon as possible. The Assistant Deputy or designate shall then notify the Return to Work Specialist committee representative. The Return to Work Committee shall then review such difficulties and suggest changes to the duties where ever possible. If these duties cannot be adjusted, the employee shall consult with their Health Professional for their review, and if necessary, the employee will return in accordance with the Workplace Safety and Insurance Act, or sick leave policy.
12. Assignments will not be arbitrarily changed without the expressed consent of the Return to Work Committee, as this action deviates from the guiding principles of the Early Safe Return to Work (ESRTW) program. Senior Officers have no direct function or influence in the Return to Work process; they are to adhere only to the RTW modified job placement as determined by the RTW Committee. Any modified work position can only be altered by the RTW Committee.

13. All efforts will be made to schedule health care appointments outside of modified work hours. The Chief or their designate may allow the employee to attend medical appointments during work hours under special circumstances. The Employee shall be allowed time-off for any approved medical health care under the Modified Work Program. Scheduling conflicts of medical and work must be discussed by the Return to Work Committee. Where resources are available, Hamilton Fire will provide transportation to an employee's medical appointments during working hours. Where resources are unavailable, the employee will supply their own transportation and be reimbursed in keeping with department and corporate policy.
14. Any costs for the completion of the corporate requisite forms shall be paid by the Employer. WSIB costs will be absorbed by the WSIB as per policy.
15. The committee shall meet on an as required basis, but not less than every six months.
16. The participation of an employee in a modified work program shall not replace or displace any existing personnel.
17. This program may be used for non-occupational injuries as well. The modified program will be voluntary for non-occupational injuries.
18. In the event that an absence from the Suppression Division due to illness or injury exceeds 6 consecutive months, staff will be required to participate in Rehabilitation Training under the direction of the Training Division.
19. This program will include our Operational Sick Leave Policy to include policies. # I.H.2.2 and #1.H.2.1.
20. When a worker is on WSIB or a non-occupational work accommodation, the worker must take their vacation / lieu day allotment as per their previous year holiday draw selection. Modified workers cannot benefit directly above and beyond other staff on regular duties. Please refer to the Holiday/Lieu Day Draw Policy for the selection year.
21. The only time a worker can change his or her annual vacation/ lieu day allotment is when they are hospitalized or require immediate convalescent post hospitalization or are on a graduated work schedule. The reassignment of vacation will be to a mutually agreed upon available (open) vacation slot.
22. Modified workers who are receiving benefits (via an approved WSIB claim) must notify the WSIB of any "material change in circumstance" in connection with their entitlement within 10 days of the change occurring. This change may include; workers who decide to leave the Province of Ontario. (Persons who willfully fail to inform the WSIB of such a material change within 10 days of the change may be found guilty of an offence).

## **Responsibilities**

### *Employer*

- To establish and support ESRTW policy and programs
- To investigate all workplace injuries
- To accurately report all workplace injuries with the required time frames.
- To forward copies of all reported workplace injuries to the WSIB committee on a weekly basis.
- To maintain on-going communication with all workplace parties
- To make every reasonable effort to provide suitable employment
- within the workers pre-injury work group.
- To ensure that all modified work offers are in writing.
- To report any material change to the WSIB within time limits in the Act.
- To ensure notification to the employee by phone, (if possible) and always in writing as per the WSIA. Notification shall be delivered by Canada Post or by Registered Mail.

### *Employee*

- To participate in the ESRTW program as guided by the policy
- To maintain on-going communication with all workplace parties
- To provide a functional abilities form to the employer as per City of Hamilton Policy.
- To report any material change to the WSIB within policy guidelines.
- Follow dress code per department policy
- Follow department policy regarding Facial hair and grooming.

### *Association*

- To support this policy and guide its members accordingly.
- To aid its members in the ESRTW to the best of their abilities.
- Provide the members with the option to participate for non-occupational injury or illness.

### *Supervisor*

- To be knowledgeable about this policy
- To support and participate in all applicable early and safe return to work initiatives
- To maintain regular communication with all workplace parties
- Ensure that the employee does not participate in non Departmental standard activities

### *WSIB Committee*

- To support the Modified Work Policy
- To educate and communicate this policy to employees as required
- To inform management and the association of problems and possible revisions as the needs arise.

### Corporate Return to Work Services

Return to Work Services is a trusted and confidential resource. The goal is to promote employee health and recovery from an illness or injury, through early intervention practices, active case management and timely return to work opportunities. RTW Services will work to achieve a healthy workplace by providing support to the employees and their unions as well as all City of Hamilton departments by following legislation, Collective Bargaining Agreements, policy, processes and innovative leading practices.

#### **What can I expect?**

RTWS will contact you following an injury at work or absence due to non-occupational illness or injury. Return to work planning should begin as soon as possible after your injury or illness occurs. RTWS will:

- Maintain confidentiality
- Work with you, your health care provider, union and management Collaboratively
- review your safe working abilities as provided by you and your health care provider
- Seek additional clarification when needed
- Request additional information when absence or recovery is protracted and no return to work is suitable
- Provide resources and suggestions to address barriers with returning to work

## Definitions

All definitions of terms and titles will be determined from the Workplace Safety and Insurance Act, and will include the City of Hamilton Policy on Return to Work for non-occupational injuries.

These include:

- Modified work program
- Modified work
- Suitable Work
- Appropriate alternative job
- Return to work Hierarchy,
- pre-injury job
- pre-injury job with accommodations
- comparable job
- appropriate alternative
- Labour market re-entry
- Material Change in
- Circumstance.

List to be attached as to the possible duties to be performed, duties will not be limited to attached list. - Appendix A

Copy of the Corporate Policy to be also attached - Appendix B

## **Schedule “G” - Appendix A**

### **Early and Safe Return to Work Program Duties List**

***This list shall be used as a guideline only. Additional duties may be added or removed depending on the operational needs of Hamilton Fire and will reflect the limitations of the injured worker.***

Modified Work placement for Suppression Staff within their respective Division:

- Tactical Surveys; Commercial Inspections.
- Identification of vacant and contaminated properties
- Senior Officer Drivers (PC or DC)
- Training facilitator aid, driver, help with drill at the training academy when applicable
- Assist safety officer at large alarms
- Supply truck operations, cylinder retrieval
- Inspect apparatus
- Washing of trucks and other vehicles in stations
- Maintain and clean equipment
- Station duties, mopping, garbage, sinks, toilets, kitchen cleaning, bulb replacement, station appliances kept clean, stoves, fridges, toasters etc,
- Washing of all bunker gear for off duty shifts, hanging, etc,
- Tours for guests, distribution of tour material,

Modified Work placement of Suppression Staff in other Support Divisions:

- Communications: Alarm room operations, dispatching if qualified.
- Training; duties as assigned within Division
- Storeroom (Mechanical division) duties, clothing distribution, mail delivery, etc.
- Fire Prevention - clerical duties, duties as assigned within Division

Modified work placement for Support Division Staff within their own respective Division: All Duties are to be assigned by their respective Divisional Chief adhering to defined work restrictions.

Signed this 19th day of December 2012.

The Corporation of the  
City of Hamilton

The Hamilton Professional Firefighters  
Association

**THE CITY OF HAMILTON  
(Hereafter Known as the Employer)**

**And**

**THE HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
(Hereafter Known as the Association)**

Whereas the parties agree to establish a Joint Clothing Committee;

Whereas the parties have agreed that the objectives of the Committee are to review the clothing allowance system and the process for the selection of clothing items;

Whereas the parties are committed to cooperate to achieve the objectives set out, the parties agree as follows:

The Employer and the Association agree to provide a maximum of two representatives for membership on the Clothing Committee no later than ninety (90) days following ratification of this agreement.

Signed the 13th day of December, 2005.

**Letter of Intent**

**Between:**

**The City of Hamilton  
(The Employer)**

**And The**

**Hamilton Professional Fire Fighter's Association  
(The Association)**

Recognizing that the Insurer's Advisory Organization has designated the City of Hamilton as a Class 1 city, this being the highest rating available within the insurance industry standards, it is prudent to review services delivered under all applicable standards for the services delivered.

Therefore, the representatives of the Employer and the Association have agreed that a Committee shall be formed to evaluate and compare Hamilton Fire Department in regards to the minimum criteria addressed in the NFPA 1710 and 1720 standards.

This evaluation shall be in regards to the effectiveness, efficiency and safety of fire suppression operations, emergency medical services delivered through fire suppression operations, and special operations delivery in protecting the public and fire service employees.

Where applicable, the committee evaluation will also include issues that address fire suppression operation, emergency medical services and special operations delivery in regards to fire suppression operations, including a review of workplace injuries and where and how they are occurring.

The Committee shall be comprised of the following:

Three (3) Employer members  
Three (3) Association members

Each respective party shall select its own representatives.

The Parties to this Letter of Intent also agree that the scope for the Committee shall include a clear definition of NFPA 1710 and NFPA 1720, in regards to where they are each applicable to ensure a concise understanding of the communities within Hamilton that would be affected by the application of each standard.

The Committee shall be implemented by, and have its initial meeting within, the 1st quarter of 2006. Upon completion of the evaluation, the Committee shall create a written report with a recommended plan and schedule for compliance, where appropriate, with the operational criteria identified within the OFM guidelines and NFPA 1710. The evaluation and written report shall be completed by the end of June 2007.

The parties recognize that Council sets the level of service for the City of Hamilton and that this agreement is not intended to negotiate Council's right to set those service levels. It is therefore further agreed that the Committee Chair shall formally present this report to Council, for Council's review and consideration.

Signed the 13th day of December, 2005.

**MEMORANDUM OF UNDERSTANDING**  
Between  
**THE CITY OF HAMILTON**  
**(Hereafter Known as the Employer)**

And

**THE HAMILTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**(Hereafter Known as the Association)**

Whereas the parties agree to establish a Joint Benefit Committee;

Whereas the parties have agreed that the objectives of the Committee is to keep the members healthy, productive, on the job and able to enjoy quality of life in good health;

Whereas the parties are committed to cooperate to achieve the objectives set out herein and ensure success in the effective management of benefits, the parties agree as follows:

1. That certain aspects of the current benefit plan can be managed more efficiently resulting in a reduction of current costs.
2. The Association agrees to work with the Employer on cost containment initiatives. Such initiatives may include, but are not limited to the following:
  - a) reduction of dispensing fees;
  - b) formulary 2 to formulary 3
  - c) physiotherapy;
  - d) examination of various coverage levels within the program subject to data analysis;
  - e) other initiatives as agreed to by the parties;
  - f) rationalization of administration and processing fees.
3. With respect to paragraph two (2) both parties agree that 50% of all future savings generated as a result of changes to the existing benefit plan through the committees initiatives shall be placed in a health plan savings account and utilized for future benefit improvements and or new benefit entitlements.
4. Upon joint agreement, the parties shall equally share costs for any consulting services contracted by the Committee.
5. The parties will provide all relevant financial and contractual information.
6. The parties will disclose all current and future health care initiatives.

**Memorandum of Agreement**

**The City of Hamilton**

**(hereinafter the “City”)**

**-and-**

**Hamilton Professional Fire Fighters Association  
Local 288**

**(hereinafter the “Association”)**

WHEREAS the City seeks to designate certain persons and to exclude them from the scope of the Collective Agreement pursuant to the provisions of s54 of the Fire Prevention and Protection Act (Bill 84) as exercising managerial and confidential functions (the exclusions);

AND WHEREAS the provisions of Bill 84 enable the parties to a collective agreement to agree on such exclusions in addition to persons who may be designated;

AND WHEREAS the Association does not admit that any of the persons which the City seeks to exclude presently exercise managerial or confidential functions;

AND WHEREAS the City and the Association believe that it is in their mutual interest to provide for finality concerning the issue of exclusions from the fire fighting bargaining unit;

AND WHEREAS the parties further agree that this document represents a purely local solution to specifically meet the needs of the Hamilton Emergency Services (Fire);

AND WHEREAS the parties have agreed on the positions to be excluded from the fire fighter bargaining unit and on other amendments to the collective agreement resulting from such exclusions on a without prejudice basis;

AND WHEREAS the parties wish to embody this Agreement as an Appendix to their collective agreement;

AND WHEREAS the parties wish these commitments to be of a long term nature and to survive the expiry of the Collective Agreement;

THE PARTIES HERETO AGREE AS FOLLOWS:

- 1) The positions of Fire Chief (1), Deputy Chief (2), Area Commanders (2), Division Chief of Administration (1), Chief of Training (1), Assistant Deputy (4) shall be excluded from the fire fighting bargaining unit. It is understood and agreed that but for a significant change in the Hamilton Emergency Services (Fire) the City will not seek further exclusions/designations from the fire fighter bargaining unit pursuant to the provisions of Bill 84.
- 2) It is agreed that the City will not seek to increase the number of exclusions above the persons listed in paragraph 11 hereof under any of the provisions of Bill 84 in subsequent rounds of collective bargaining or otherwise and shall not apply to the Ontario Labour Relations Board or any other tribunal, organization or person to increase the number of exclusions from the fire fighting bargaining unit but for a significant change in the Hamilton Emergency Services (Fire).
- 3) It is understood that before taking any action, whatsoever, to increase the number of excluded positions, the issue of whether there is significant change shall be determined either by (1) mutual agreement of the parties, or; (ii) the appointment of an arbitrator agreed upon by the parties or appointed by the Minister of Labour.
- 4) It is further understood that significant change, by way of example, would include the addition of 100 full-time fire fighters or more through amalgamation, hiring or otherwise. The parties agree that the onus is on the Employer to establish that there is in fact a significant change.
- 5) It is further understood that significant change does not include the addition of part-time fire fighters into the bargaining unit or the establishment of a part-time fire fighter bargaining unit outside of Bill 84.
- 6) The four current designated Platoon Chief's will be assigned as Assistant Deputy Chiefs within a new job portfolio.
- 7) The Association will retain the position of Platoon Chief (vacant) within its bargaining unit and if the position is ever re-activated, it will be done so within the rules and eligibility of the collective agreement.
- 8) The current duties and responsibilities of the Platoon Chief "West District" will be reassigned to a 3<sup>rd</sup> District Chief on each of the four platoons.

- 9) Members within the Association can only “Act” outside the bargaining unit by permission of the Executive Board. This “Acting” will not include managerial duties if they are related to the Association. None of these temporary assignments may be referred to or relied upon in any proceedings whatsoever.
- 10) Once an individual takes a position outside of the bargaining unit, the individual shall have no right to return to the bargaining unit.
- 11) Each Member currently holding the positions which are excluded under paragraph 1, shall have the right to remain within the bargaining unit or to agree, in writing to leave the unit. Should an individual choose to remain within the bargaining unit, a suitable position will be found within the unit without any loss in salary or otherwise for that individual. No other person in the bargaining unit will be adversely affected in any way by the application of this section.
- 12) The grievance on Platoon Chief duties being contracted out that is currently before a Board of Arbitration will be withdrawn.
- 13) The City will withdraw its application for a Judicial Review on the arbitrated decision covering the Assistant Deputy Chief duties and in turn, the Association will not pursue the implementation of the award.
- 14) The current City’s application before the Ontario Labour Relations Board for exclusions will be withdrawn.
- 15) The parties further agree that the provisions of this Memorandum and the consequent amendments of the Collective Agreement shall be continued in each subsequent Collective Agreement unless amended by mutual agreement of the parties. It is further understood that no party may ask an Interest Board of Arbitration or any such adjudicator or any other person or tribunal to amend any of the provision of this Memorandum, but for a significant change in the Hamilton Emergency Services (Fire). It is further understood that the terms of this Memorandum will be subject to the grievance provisions as defined in Article 17 of the Collective Bargaining Agreement between the parties.
- 16) The parties hereto further agree that the provisions of the current Collective Agreement shall be amended in accordance with the provisions of this Memorandum hereto.
- 17) The parties agree that all work normally and customarily performed by the Platoon Chief shall be returned to the bargaining unit.

18) The parties agree that the Assistant Deputy (4) shall perform only the duties and areas of responsibilities described and agreed to by the parties in the attached job description and such other managerial duties and/or duties not previously performed by any bargaining unit employee. In the event that there is a dispute between the parties with respect to such additional duties, the matter may be determined by an arbitrator agreed upon by the parties or appointed by the Minister of Labour. The parties agree that the onus is on the Employer to establish that the additional duties are either managerial and/or duties not previously performed by any bargaining unit employee.

**Managerial Duties and Areas of Responsibility – Assistant Deputy Chief Suppression Division**

- 1 Will review with the District Chiefs, the levels of training all personnel on their shift receive, ensuring that the minimum requirement of 180 hours of training per calendar year is met.
- 2 The Assistant Deputy Chief reviews all reports submitted by Officers in attendance at emergency scenes, which record actions taken by those Officers and their respective personnel.
- 3 Attends regular Senior Officer meetings when on duty and represents Suppression Operations and its concerns at these meetings.
- 4 Conducts regular Suppression Operations meetings when on duty with District Chiefs.
- 5 Chairs or participates in organization committees developing policy and procedures for the Department as a whole.
- 6 Participates in the drafting of policy and procedures as a senior manager and oversees the implementation of it through direction to the District Chief on their respective platoons.
- 7 Gives direction to Officers in Suppression Operations at Officer training seminars.
- 8 Responsible for media queries and information requests specifically regarding Hamilton Emergency Services outside the normal working hours of Administration, regardless of the time of day or night.
- 9 Responsible for interviewing all personnel where the District Chief has recorded and reported failure to arrive within 30 minutes for the start of their shift. Will not allow these personnel to report for duty until the interview has been conducted.
- 10 Responsible for notifying the Chief, Deputy Chiefs, Joint Occupational Health and Safety Committee members, President of HPFFA, and Corporate Health and Safety in all cases where a worker is injured and admitted to hospital. In addition to the preceding list, the Assistant Deputy Chief will notify the Ministry of Labour where a worker is killed or critically injured from any cause while on duty.

- 11 The Assistant Deputy Chief is the 'authorized signing Officer' on all disciplinary charges within Suppression Operations.
- 12 All forms covering permanent transfers are submitted through the Assistant Deputy Chief's office. The Assistant Deputy Chief may respond to any emergency calls within the City where an extra vehicle has been requested.
- 13 All releases for the news media at major alarms will be at the discretion of the Chief, Deputy Chief, or Assistant Deputy Chief.
- 14 The Assistant Deputy Chief may provide the media release details for such incidents as:
  - 15.1 All fire fatalities under 3C, 35.4.1.1
  - 15.1.1 Whenever a fire fighter is injured in the line of duty and is admitted to hospital.
  - 15.2 Whenever there is a release of toxic or hazardous materials
  - 15.31 Rescue whenever a dispatch is given using the term relative to rescue of person trapped
  - 15.3 Rescue whenever a report is received
  - 15.4 Unusual circumstances
  - 15.5 All major alarms
- 15 The Assistant Deputy Chief may attend at all emergency scenes where there is an obvious death involved under the following categories:
  - 16.1 All fatal fires;
  - 16.2 Gaseous explosions; and
  - 16.3 Incendiary fires
- 17 The Chief, Deputy Chiefs and Assistant Deputy Chiefs have the responsibility of contacting the Chief Fire Prevention Officer if a condition exists, which is highly dangerous to the public.
- 18 The Assistant Deputy Chief has responsibility as a Signing Authority for:
  - 18.1 Form #55 Notice of Retirement / Resignation
    - 18.1.1 The District Chief submits the completed form to the Assistant Deputy Chief for review. This form is then submitted to the Fire Chief.
  - 18.2 Form #785 Report of Lateness
    - 18.2.1 The Assistant Deputy Chief shall monitor all reports of lateness.
  - 18.3 Employee Performance Appraisal Form
    - 18.3.1 All employees receive a performance appraisal annually. The Assistant Deputy Chiefs will review appraisals completed within the Suppression Operations area that are submitted forward to Administration.

**In the Matter of a Collective Agreement between the  
Hamilton Professional Fire Fighters Association and the  
Corporation of the City of Hamilton**

**And in the Matter of a Grievance dated May 31, 2007 in respect, inter alia,  
of the duties of the Assistant Deputy Chief (2007-06)**

**BETWEEN:**

**The Hamilton Professional Fire Fighters Association  
("Association")**

**And**

**The Corporation of the City of Hamilton  
("City")**

**WHEREAS** the Association and the City are parties to a collective agreement which includes a Memorandum of Agreement regarding Bill 84 and an Appendix "Managerial Duties and Areas of Responsibility of the Assistant Deputy Chief - Suppression Division";

**AND WHEREAS** the Association has filed Grievance 2007-06 alleging, inter alia, that the City has violated the Appendix in its assignments or proposed assignments to the Assistant Deputy Chief Suppression Division;

**AND WHEREAS** the Grievance has proceeded to arbitration before sole arbitrator David Starkman;

**AND WHEREAS** the parties have reached a final and binding resolution of this grievance;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**M I N U T E S   O F   S E T T L E M E N T**

1. The City and the Association agree that Appendix A, attached to these Minutes, represents a full and final resolution of all outstanding issues raised by Grievance 2007-06 and, more specifically, provides further clarification to point(s) 13 and 16 of the Appendix "Managerial Duties and Areas of Responsibility – Assistant Deputy Chief Suppression Division". Departmental policy will be amended, where necessary, to implement this Appendix.
2. Except as otherwise provided, nothing in Appendix A or in these Minutes otherwise affects the respective rights of either party nor represents any change or alteration to the Appendix "Managerial Duties and Areas of Responsibility – Assistant Deputy Chief Suppression Division" currently contained in the collective agreement.
- 3.. Appendix A to these Minutes can be changed only by agreement of the City and the Association. The parties agree, that on the request of either party, that they will meet and discuss any concern(s) that arise as a result of this settlement
4. Arbitrator Starkman will remain seized of any difficulties encountered in implementing these Minutes. Without limiting the foregoing, any dispute with respect to any change in the Department policy arising from the implementation of Appendix A to these Minutes will be referred to Arbitrator Starkman for a determination on an expedited basis.
5. Grievance 2006-07 is resolved without prejudice to the position of either party.

Dated at Hamilton, Ontario, this      day of January, 2009

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For the City

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For the Association

## APPENDIX "A"

1. With respect to Grievance 2007-06, Assigned Duties, Acting Deputy Chief and Assistant Deputy Chief Roles; the Hamilton Professional Fire Fighters Association (the "Association") and the City of Hamilton (the "City") agree that the Fire Chief has the right to fill a temporary vacancy of a management position with a person who will perform the managerial duties, as designated by the Chief, with full authority while acting in the capacity of the position. i.e. an Assistant Deputy acting as the Deputy Chief.
2. The Association and the City recognize that it is the work of the bargaining unit to perform the function of Incident Commander and be responsible for the completion of the Strategic and Tactical Objectives through the supervision and directing of personnel at an incident. Therefore the Department acknowledges that the Assistant Deputy Chiefs will not take command at any incident scene. The role of the Assistant Deputy Chief will be to act as a resource to the Incident Commander and provide the necessary support and help to acquire the external agency help as required. i.e. the notification of Community Services to set up evacuation centres, notification/liason of the Emergency Control Group, work with the Police to set up perimeters and evacuation zones. The Assistant Deputy will act in the capacity of liaison for the Deputy and/or Chief and will provide on scene updates until their arrival.
3. In order to provide clarification with respect to the response of the Assistant Deputy Chief to various incidents/events, the parties agree to the following definition of the terms "Notification" and "Response" as used in the application of Department policy.

Notification - means that the on call Assistant Deputy Chief will be notified by communications and/or the Incident Commander and provided with the details of a specific incident or event (see list below) and will not be responding:

- Large loss fire (only a first alarm response)
- Notification of the OFM
- Firefighter injury
- Fire Department vehicle in an accident
- Aircraft emergencies
- Fires at student residents
- And any others that may be dictated by policy in the future

Response – means that the event type and/or incident scene is identified on the list below and that Communications will notify the on call Assistant Deputy who may respond to the scene to perform the function as identified in paragraph 2 above:

- Any emergency call where an extra vehicle has been requested in addition to the first alarm compliment. (this does not include the dispatching of an extra four (4) person vehicle for the purposes of RIT as per policy and/or extra vehicles required/dispatched for relief purposes)

- All upgraded alarm incidents (It is understood that “upgraded” alarms means those emergency situations above a first alarm where the Incident Commander has determined/deemed that additional resources are required to control the situation/incident but does not include emergency situations that are “upgraded” automatically by Administrative policy)
- Any first alarm where a full Hazmat response has been dispatched.
- All fires where a fatality or probable fatality occurs. (Explanation: The issue is that there may be a fire where a victim(s) is/are pulled out and they have sustained critical life threatening injuries that could/will lead to their death(s). This type of incident will generate significant interest and attention that management will need to deal with.)
- Firefighter critical injury or death
- Any emergency call(s) where there has been a confirmed explosion or building collapse resulting in critical injury or loss of life to the public and/or firefighters
- A downed aircraft

**Letter of Understanding**  
**Between**  
**The Corporation of the City of Hamilton**  
**(Employer)**  
**And**  
**The Hamilton Professional Firefighters Association, Local 288**  
**(Association)**

RE: Extension of "Hours of Employment-Training Division"

On July 12, 2012 a Letter of Understanding (LOU) between the City of Hamilton and the Hamilton Professional Fire Fighters Association I.A.F.F Local 288, regarding "Hours of Employment in the Training Division" was signed. The LOU allowed for a 17-month trial change of work hours for the Training Division. The original LOU was set to expire on December 31st, 2013.

In discussion between the City of Hamilton and the Hamilton Professional Fire Fighters Association I.A.F.F Local 288, both parties have agreed to extend the "Hours of Employment in the Training Division" pilot until December 31, 2022. The parties agree that the following agreement will set out the terms and conditions for the continuation of a ten (10) hour shift schedule, on a trial basis for the Training Division.

The parties agree that the hours of employment for the Training Division should better reflect and complement the 24-hour Work Schedule Trial established for the Suppression Division. The parties agree that the application of this Letter of Understanding (LOU) shall have no bearing on, nor impede any other bargaining or contractual issue(s) that the parties have the right to negotiate during the trial period.

Unless expressly amended herein, the terms of the existing Collective Agreement shall prevail.

**1) Work Schedule**

- The parties have agreed that the attached work schedule (see Appendix A and B) will be implemented during the trial period.
- Effective July 9, 2012 Employees in the Training Division will be required to work a schedule which shall be comprised of ten (10) hours per day and shall not exceed forty (40) hours per week.

- The standard hours of work per day shall be from 07:00 to 17:00 Monday to Friday, or any other schedule that may fall between the hours of 07:00 to 23:59 as may be necessary from time to time, based on the operational needs of the Employer. This may include Saturdays and/or Sundays as deemed necessary.
- Members of the Training Division who are required to work Saturdays and/or Sundays shall have the ability to schedule alternative day(s) off, at their discretion subject to the Operational needs of the Division.
- The weekly schedule will consist of a five (5) day a week/two (2) Platoon System, which will include four (4) ten (10) hour shifts (07:00 to 17:00 hours) either Monday to Thursday, or Tuesday to Friday.
- Notification of a scheduled change of work hours resulting in personnel working an alternative schedule (including Saturday and Sunday) will require a minimum of 14 day notice. In the event of an urgent health and safety matter, this scheduling notification may be changed in order to deal with the priority circumstance.
- Lieu days outlined in Article 9.1 shall consist of ten (10) hours off duty for the members of the Training Division working 10-hour shifts.

## 2) Chief Training Officer

- The standard hour of work per day for the Chief of Training shall be from 08:00 to 16:00 hours, Monday to Friday, or any other schedule as may be necessary from time to time, based on the operational needs of the Employer. Such hours shall not exceed forty (40) hours per week.

## 3) Trial Period

- The 10-hour shift schedule which commenced on July 9, 2012-shall continue through the extension of the trial period and conclude at the end of the collective agreement term on December 31,2022.

## 4) Terms

At any time during the 10-hour shift trial period, or at the request of the Chief or Association President, the parties will meet to resolve any outstanding issues and/or to determine how to implement any amendments to the 10-hour shift.

If the Fire Chief or the Association deem it necessary to terminate the trial of the ten (10) hour shift schedule, notice of one hundred and twenty (120) days must be given prior to the termination date, unless otherwise required by law.

The terminating party agrees to provide the other party with the reason(s) and rationale, and then only after every reasonable effort has been made to address those concerns has failed; will termination occur.

By mutual consent, the trial period can be terminated with less than one hundred and twenty (120) days' notice. It is understood that the parties will revert back to the Collective Bargaining Agreement (CBA), including the current work schedule and hours of work.

#### **LETTER OF UNDERSTANDING – FIRE PREVENTION DIVISION**

The Parties agree to meet to discuss operational cost savings and efficiencies relative to the Fire Prevention Division.