

COLLECTIVE AGREEMENT BETWEEN

THE CORPORATION OF
THE CITY OF STRATFORD

and

THE STRATFORD PROFESSIONAL
FIREFIGHTERS' ASSOCIATION

2005-2006

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 AND THE STRATFORD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

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THIS AGREEMENT made this 22nd day of June, 2006

BETWEEN:

THE CORPORATION OF THE CITY OF STRATFORD
(Hereinafter called the Corporation)
PARTY OF THE FIRST PART

- and -

THE STRATFORD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
(Hereinafter called the Association)
PARTY OF THE SECOND PART

WHEREAS the parties thereto have agreed to enter into these presents for the purpose of effectually defining duties, privileges, working conditions and remunerations, respecting the employment of the said Firefighters and to provide an amicable method of settling any differences or grievances which might possibly arise.

NOW THEREFORE this Agreement witnesseth:

ARTICLE I - EMPLOYEES COVERED

- 1.01 The provisions of this Agreement shall apply to all full-time Fire Fighters, Director of Fire Prevention, Fire Inspectors, Director of Training and Education, and Civilian Dispatchers/ Secretaries of the Stratford Fire Department except the Chief and Deputy Chief as defined by the Fire Protection and Prevention Act.
- 1.02 Each new employee shall be deemed to be a probationer for twelve (12) months from the date of commencement of employment.
- 1.03 For the purpose of this Agreement, the words "Employees" and "Fire Fighters" shall mean all regular full-time Fire Fighter employees, all Probationers and Civilian Dispatchers/ Secretaries, Director of Fire Prevention, Fire Inspector, and Director of Training and Education except where specifically excluded, of the Stratford Fire Department with the exception of the Fire Chief and Deputy Fire Chief.

ARTICLE II - RECOGNITION

- 2.01 The Corporation recognizes the Association's Committee, duly elected, as the exclusive bargaining agent for all full-time Fire Fighters, Director of Fire Prevention, Fire Inspectors, Director of Training and Education, and Civilian Dispatchers/Secretaries of the Stratford Fire Department with the exception of the Chief and Deputy Chief, this agreement shall be regarded as being applicable to all such employees.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 The Parties hereto acknowledge that it is the exclusive right of the Employer, subject to and in accordance with the terms of this Agreement, and the Fire Protection and Prevention Act and not inconsistent therewith that:
- 1) All employees shall promptly conform to and obey all by-laws and regulations in force from time to time, which are applicable to such employees and insofar as they do not conflict with the terms of this Agreement or any extension or renewal thereof.
 - 2) The Chief shall be empowered to hire, suspend, discharge, lay-off, transfer or demote employees, subject only to limitations expressed in this Agreement as to arbitration or otherwise.
 - 3) The Chief shall operate and manage the undertakings of the Department including, but not limited to the right to select, install, and require the operation of any equipment, plant and machinery necessary for the efficient and economical carrying out of the operations and undertakings of the Department.
 - 4) No Fire Fighter (Probationers excepted) shall be discharged or suspended, unless for cause, until he/she has been given a fair hearing, but a Fire Fighter may be discharged without notice for just cause as (without restricting the generality of the following):
 - a) Bringing intoxicants into or consuming intoxicants on Department property
 - b) Misappropriation or destruction or willful damage to Fire Department property
 - c) Gross carelessness or neglect of duty
 - d) Disorderly conduct
 - e) In cases of discharge or suspension either for cause or for other reasons, the Chief shall notify the Association within three (3) days, in writing, giving the reasons for discharge or suspension.

ARTICLE IV - HOURS OF WORK

- 4.01 Employees shall be required to work a 2-platoon, 42-hour work week. The platoon to rotate in their period of duty, or time off, as may be arranged for the purpose of changing shift every seven (7) days.
- a) The Director of Fire Prevention, Fire Inspector and Director of Training and Education shall be required to work a 40-hour week. Any additional hours worked will be paid back at one and a half (1½) hours for every hour worked. Time back will be taken on the approval of the Fire Chief.
- 4.02 The Chief or Deputy Chief may, in their absolute discretion, grant the request of any two employees to change shift or days off. This approval will not be withheld if the employees are of equal rank or classification. These conditions would not be applicable to association executive changes for carrying out their duties.
- 4.03 Civilian Secretary shall be required to work 8 hour shifts – not more than 42 hours per week averaged over a four-week period. Civilian Secretary will replace a dispatcher who is off work due to prolonged illness or holidays. Sufficient time will be allowed the Secretary to make shift changes.

ARTICLE V - VACATIONS

Articles 5.01 to 5.12 set out vacation provisions for Fire Fighters, but exclude Civilian Dispatchers/Secretaries, Director of Fire Prevention, Inspector, and Director of Training and Education.

- 5.01 Fire Department Employees with less than eight (8) years service shall be entitled to fourteen (14) days annual vacation in each calendar year, with full salary, and to be taken in the Summer Vacation Period. Such vacations to conform with the provisions of 5.07.
- 5.02 a) Fire Department Employees with eight (8) years service or more, shall be entitled to twenty-one (21) days annual vacation in each calendar year, with full salary. Fourteen (14) days to be taken in the Summer Vacation Period, and seven (7) days in the Fall Vacation Period. Such vacations to conform with the provisions of 5.07.
- b) When the fall vacation period for eight (8) years of service or more does not present enough slots for the persons entitled to same, the person next in line in seniority will be allowed to double up. All slots must be used once.
- 5.03 Fire Department employees in their first (1) year of service shall be entitled to one (1) day per month vacation after six months of service.
- 5.04 In lieu of Statutory Holidays employees shall be entitled to twelve (12) working shifts off duty. Seven (7) working shifts are to be consecutive days off and taken in the Spring Vacation Period. The remaining five (5) days shall be paid for on the first pay period in May of each year or banked into the employee's sick bank. The choice shall be at the discretion of the employee. The rate of pay for Lieu days shall be calculated at 1/182 of the classification rate of the employee.

The following are the recognized Statutory Holidays - New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, 1/2 Day Christmas Eve Day, Christmas Day and Boxing Day, and 1/2 Day New Years Eve Day.

The days to be paid for are as follows: New Years Day, Good Friday, Easter Sunday, Victoria Day, and Canada Day.

- 5.05 Employees in their first (1) year of service shall be entitled to one (1) day off for each Statutory Holiday which falls after the completion of six months service.
- 5.06 Each calendar year shall be divided into three (3) vacation periods, to be known as follows:
- Spring Vacation Period - on or about January 5 to June 30
 - Summer Vacation Period - on or about July 1 to September 30
 - Fall Vacation Period - on or about October 1 to January 5 of the following year
- 5.07 All vacations shall be in conjunction with the Working Schedule and to follow as closely as possible the Holiday Schedule devised and instituted in 1971.
- 5.08 A system of rotating Annual Vacation and Lieu Day Holidays which will become effective and instituted in 1971 shall apply to the Spring and Summer Vacation Periods. Vacations in the Fall shall be chosen on a seniority basis.
- 5.09 The schedule for the rotating Annual Holidays as devised in 1971 shall be appended to this Contract and shall be known as Schedule "B", and shall become a part of the contract.
- 5.10 A Fire Fighter being transferred from one group to another, whether for exchange or replacement of a Fire Fighter who has terminated their services, shall be given at least 30 days notice and shall take the colour of the employee that they have replaced to facilitate the operation of the Rotating Annual and Lieu Day Holidays Schedules.
- 5.11 If additional holiday, or holidays are proclaimed by the Corporation the additional holiday, or holidays shall be given to the employees of the Stratford Fire Department, and are to be taken at the discretion of the Fire Chief.
- 5.12 The Schedule for all holiday periods shall be posted by the 1st day of November in each year. These periods to be signed for as follows:
- Lieu Days - not later than December 1st
 - Annual Vacation Period - not later than April 15th
 - 8 Year Vacation Period - not later than August 15th

Any employee who does not sign by the specified dates as outlined in this subsection, the next following person shall sign in their place either by seniority or colour as applicable.

Vacations - Civilian Dispatchers/Secretaries:

- 5.13 a) Civilian Dispatcher/Secretary Employees after 1 year of service shall be entitled to 14 days annual vacation in each calendar year with full salary, to be taken in the Summer Vacation Period in conjunction with Civilian Dispatchers/ Secretaries' Schedule "E".

- b) Civilian Dispatcher/Secretary Employees shall receive 12 statutory holidays, 5 of which shall be paid at the rate of 1/182 of the Dispatchers' rate on the first pay period in May of each year, and that seven (7) working shifts are to be consecutive days off and to be taken in the Spring Vacation Period in accordance with the Dispatchers'/Secretaries' schedule. The schedule may be adjusted by mutual agreement between the Association and the Chief.
- c) Civilian Dispatcher/Secretary Employees with eight (8) or more years service shall be entitled to an additional week's vacation to be taken in the Fall Vacation Period in accordance with the Dispatchers'/Secretaries' schedule.
- d) Civilian Dispatcher/Secretary Employees in their first year of service shall be entitled to one (1) day per month vacation after completion of six (6) months service.
- e) If a Dispatcher/Secretary is not required to work a statutory holiday, a change of working days can be made upon mutual agreement of the Chief and the Dispatcher/Secretary. At no time will a Fire Fighter work as a dispatcher because of the change.
- f) If a dispatcher calls in sick, the officer in charge shall call in an off duty dispatcher. When no dispatcher is available, the dispatcher/secretary shall be called for that shift. The replacement shall be paid 1 1/2 shifts per shift worked as defined in 7.07(d). Should the Officer in Charge be unable to obtain either of the dispatcher or dispatcher/secretary, the Officer shall assign a Fire Fighter from that shift.

Vacations - Director of Fire Prevention, Fire Inspectors & Director of Training & Education:

5.14

- a) The Fire Prevention and Training Personnel will be entitled to the following annual vacation in each calendar year with full salary:

0 – 4 years	= 2 weeks
5 – 11 years	= 3 weeks
12 – 17 years	= 4 weeks
18 – 23 years	= 5 weeks
over 23 years	= 6 weeks
- b) The Fire Prevention and Training Personnel will be entitled to twelve (12) statutory holidays annually.

The statutory holidays are as follows: New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, 1/2 Day Christmas Eve Day, Christmas Day, Boxing Day, and 1/2 Day New Years Eve Day.

ARTICLE VI - INJURY, ACCIDENT AND SICKNESS

- 6.01 Employees off duty as a result of an injury, accident or occupational illness incurred in the performance of their duties shall be provided with free hospitalization and medical care, and full salary during such period off duty.
- 6.02 Each employee after completion of three months probation shall be entitled to one and one-half (1 1/2) days per month accumulative sick leave, and shall be eligible to receive full salary for any time lost by illness to the full extent of such pay credits available to the employee at the time of such absence.
- 6.03 There shall be no limitations on the amount of sick leave that may be accumulated.
- 6.04 Employees shall report their illness to the on-duty Officer in charge within a reasonable time before the days on duty starting time.
- 6.05 Statutory and special holidays, and regular days off from employment, in accordance with any established plan for the Fire Department, shall not form part of any illness period or be chargeable against the accumulated sick leave.
- 6.06 No employee shall have time off charged against his/her accumulative sick leave if such time off is the result of a compensable injury.
- 6.07 The Fire Chief shall be satisfied that any employee is actually sick. On a doctor's order or certificate, provided within seven (7) days, an employee may remain off duty and this in no way shall entail said employee to provide another employee to work in their place. In the event of being hospitalized, this shall constitute the doctor's certificate.
- 6.08
- a) The employee, on returning to duty after three (3) sick duty days, shall produce to the Fire Chief, a Doctor's certificate allowing return to full active duty. A Doctor's certificate may be required at the discretion of the Chief or Deputy for any period up to three (3) sick duty days. Doctor's certificates required by management for periods of one to three days will be paid for by the Corporation.
 - b) If an employee receives wage-loss benefits as awarded by the WSIB, from an injury that occurred while not working for the Corporation, that amount will be deducted from the employee's wages received from the Corporation.
- 6.09 There shall be appointed by the Council, a Board of Review, consisting of the Head of the Department, a Sub-committee of the Council, and the Executive of the Association to review the case of an employee persistently claiming sick leave. The Board shall make factual reports and recommendations to the Protection to Persons & Property Committee in respect to each case which it deals with.
- 6.10 In February of each year, the employee shall receive an accounting of sick leave credits as of December 31st of the previous year.

ARTICLE VII - SALARIES

7.01 The following shall be the scale of annual salaries paid to the Fire Department employees from January 1st, 2005 to December 31st, 2006.

CLASSIFICATION	% of 1st Class	January 1 2005	September 1 2005	January 1 2006	September 1 2006
Director of Fire Prevention	120	80,041	80,842	83,267	84,100
Director of Training & Education	120	80,041	80,842	83,267	84,100
Fire Inspector					
▪ 1 st Year	110	73,371	74,105	76,328	77,091
▪ 2 nd Year	115	76,706	77,473	79,797	80,595
Captain	116	77,373	78,147	80,491	81,296
Lieutenant	110	73,371	74,105	76,328	77,091
Firefighter					
▪ 1 st Class	100	66,701	67,368	69,389	70,083
▪ 2 nd Class	90	60,031	60,631	62,450	63,075
▪ 3 rd Class	80	53,361	53,894	55,511	56,066
▪ Probationer - After 6 months	65	43,356	43,789	45,103	45,554
▪ Probationer - First 6 months	60	40,021	40,421	41,633	42,050
Civilian Dispatcher/Secretary					
▪ 10 th Year	65	43,356	43,789	45,103	45,554
▪ 3 rd Year	60	40,021	40,421	41,633	42,050
▪ 2 nd Year	55	36,686	37,052	38,164	38,546
▪ 1 st Year Probation	50	33,351	33,684	34,695	35,042

If necessary an adjustment will be made effective December 31, 2003 and on December 31, 2004 to bring the rate of a 1st Class Fire Fighter to within \$400 of the current rate of a Stratford 1st Class Police Officer. All other rates on the wage grid are to be adjusted accordingly.

7.02 All advancements from probationary through to First Class will be dependent upon the employee passing a required examination prior to being advanced to the next higher classification. A passing mark of seventy-five percent (75%) must be attained in the aggregate of the three examinations, i.e. written, oral, and practical, to qualify for reclassification as referred to in 7.03. The Director of Training and Education shall be responsible for the setting of the examinations as referred to in Schedule F.

7.03 Increments sufficient to advance probationers to Third Class Fire Fighters shall be paid as Third Class Fire Fighters after completing 12 months probation period.

Increments sufficient to advance Third Class Fire Fighter to Second Class Fire Fighter shall be paid as Second Class Fire Fighter on the completion of two years service.

Increments sufficient to advance Second Class Fire Fighter to First Class Fire Fighter shall be paid First Class Fire Fighter on the completion of three years service.

7.04 The following are the requisites for writing reclassification examinations:

Prior to advancement from one classification to another as referred to above, the training division or Deputy Chief will advise the employee seeking reclassification as to the precise material in the Stratford Fire Department Training Manual involved in each classification examination, 30 days prior to examination.

- 1) Exams written first time as per schedule. If failure is the result, the candidate writes again within 30 days.
- 2) If after writing the second time and the candidate fails again, a special meeting will be arranged with the candidate, their shift officer and the Director of Training and Education. They should discuss employee's difficulties and outline a training schedule to cover his/her weak areas in order to properly prepare them for another attempt at this exam. At this time, the candidate will be scheduled to write within a six-month period. The actual length of special study time would vary depending on the individual and the actual exam date would be agreed upon at this meeting by all 3 persons present.
- 3) If the exam is failed a third time the employee would meet again with their shift officer, the Director of Training and Education, Association President or their designate, Chief and or Deputy Chief and the employee's career would be evaluated.

Should the said evaluation determine that the individual is not suitable to continue as an employee of the Fire Department, efforts will be made to place such individual in suitable employment elsewhere with the Employer. Failing placement as set out above, the individual's employment shall be terminated.

7.05 Any Fire Fighter or Officer performing the duty of a higher rank shall receive Acting rank pay and payment shall be made for every full shift or part shift acted. The calculation for pay shall be 1/182 of the classification differential of the position filled. The acting rank pay shall be paid on the first pay in December with the calculations being made up to 31 October each year.

- 7.06 a) There shall be on duty at all times, a minimum of one (1) Captain and one (1) Lieutenant at Station No. 1 and one (1) Lieutenant at Station No. 2 and in the event of holidays or sickness, a Fire Fighter acting in such capacity, as per section 8.08.
- b) Commencing 15 April 1996 while on days, the Lieutenant #1 Fire Hall, shall also perform the duties of the Fire Inspector under the direction of the Director of Fire Prevention. This Lieutenant is to remain in fire suppression for the purpose of staffing Article 7:07(c).

- 7.07 a) Call-Back Staffing: When called back to maintain six employees per shift, whoever takes the group from six to five (excluding acting ranks) i.e., Captain for Captain, Lieutenant for Lieutenant, Fire Fighter for Fire Fighter shall be called. An employee called back shall be credited with one and one-half (1 1/2) shifts per call-back.

All Fire Fighters, First Class or less, are called first and if the position cannot be filled by a Fire Fighter, a Lieutenant, then Captain is called to fill a Fire Fighter's position, and shall be credited with one and one-half (1 1/2) times shifts worked.

- b) In the case of call back for staffing, this article shall supersede 8.08 (a) and (b) in the instance of maintaining call back only. If an Officer and a Fire Fighter are off on holidays and/or vacation for the same shift and when there is a shortage, the Officer shall be called first.
- c) There shall be a minimum of 36 Fire Fighters in Fire Suppression in order to maintain 6 Fire Fighters responding to a call.
- d) Call back time worked at one and one half shifts per call-back may be banked and taken as time in lieu providing it does not create overtime when taken. Time off will be granted on a first-come, first-served basis. If requested, pay out of the banked call-back shifts will occur on the last pay of the following month or on the first pay in December of each year.
- e) Effective November 1, 2005, if called back for a second alarm all employees called or paged shall be credited with a minimum 3 hour call-back at 1 1/2 times per hour and hour for hour for every hour thereafter. Any Fire Fighter reporting to either station after receiving a page or phone call will receive the minimum payment even if the second alarm is called off.

- 7.08 Each employee of the Stratford Fire Department hired prior to 1 January 1994 shall be paid Service Pay annually on the first pay period of December of each year at the following rates:

On completion of five (5) years service and less than ten (10) years service	\$ 72.00
On completion of ten (10) years service and less than fifteen (15) years service	\$144.00
On completion of fifteen (15) years service and less than twenty (20) years service	\$216.00

On completion of twenty (20) years service and less than twenty-five (25) years service	\$288.00
On completion of twenty-five (25) years service and less than thirty (30) years service	\$360.00
On completion of thirty (30) years service and less than thirty-five (35) years service	\$432.00
On completion of thirty-five (35) years service and less than forty(40) years service	\$504.00
On completion of forty (40) years service and less than forty-five (45) years service	\$576.00

- 7.09 The Corporation shall pay any Fire Fighter authorized to attend courses at the Ontario Fire College or elsewhere, a per trip allowance of \$75.00. Time off to attend graduation from Fire College shall consist of one shift if working the day of graduation.
- 7.10 The Corporation shall pay a member who is required to attend Court as a witness on off-duty time in matters relating to his/her duties at the rate of one and one-half (1 1/2) times the hourly rate for the regular rank held by the member. The hourly rate shall be calculated by dividing the regular annual hours worked (2184) into the annual wage for the regular rank held by the member under Article 7.01. A minimum of three hours will be paid for each daily Court appearance. A full day attending Court shall be eight hours. Witness fees shall be turned over to the Corporation of the City of Stratford.

ARTICLE VIII - PROMOTIONS AND SENIORITY

- 8.01 All promotions in the department are to be made by the Chief and Deputy Chief and will be based on the following:
- a) Length Of Service: Any person in line for promotion to Officer, Fire Prevention or Training must have a minimum of five (5) years of service as a First Class Fire Fighter. Upon promotion, there will be a twelve (12) month probationary period.
 - b) Lieutenant: All applicants for the rank of Lieutenant must have successfully completed the Company Officer Diploma Program at the Ontario Fire College and received a passing grade of 75% (B) or better. (It is noted that the Fire Protection Technology Course in the alternative with a passing grade of 75% (B) or better would be acceptable). All candidates attaining the qualifying grade will comprise the qualified list of applicants listed in order of seniority for promotion.
 - c) Captain: As of January 1, 1990, all applicants for the rank of Captain must have held the position of Lieutenant for at least one (1) year and acquire a qualifying grade of 75% of departmental examinations based on quantitative marks outlined in 8.01(g), (1),(2) and (3).
 - d) Fire Inspector: All applicants for the rank of Fire Inspector must be able to speak to an audience and be willing to teach, must have successfully completed the Company Officer

Diploma Program at the Ontario Fire College and have received a passing grade of 75% (B) or better. (It is noted that the Fire Protection Technology Course in the alternative with a 75% (B) or better grade would be acceptable). In addition, upon promotion, the new Fire Inspector will register in the Fire Prevention Officer Program at the Fire College and maintain a passing grade average of 75% (B) or better. When a second posting is required to fill the position, that successful applicant will be required to attend and pass the Fire Prevention courses as per the first appointee. The applicant shall comply with 8.01(a).

- e) Director Of Fire Prevention: All applicants for Director of Fire Prevention must be able to speak to an audience and be willing to teach; must have successfully completed the Company Officer Diploma Program at the Ontario Fire College with a passing grade of 75% (B) or better. (It is noted that the Fire Protection Technology Course, in the alternative, with a 75% (B) or better grade would be acceptable). In addition, upon promotion, if not already having done so, the new Director of Fire Prevention shall register in the Fire Prevention Officer Program at the Ontario Fire College and take Fire Inspection Courses and maintain a passing grade average of 75% (B) or better. When a second posting is required to fill that position, that successful applicant will be required to attend and pass Fire Prevention courses as per the first appointee. A Fire Inspector has the first priority to the Director of Fire Prevention position and must state in writing, his/her intentions after posting for the position.
- f) Director of Training and Education: All applicants for the Director of Training and Education must be able to speak to an audience and be willing to teach. Applicants must have held the position of Lieutenant for at least one year and must have completed the Company Officer Diploma Program at the Ontario Fire College and received a passing grade of 75% (B) or better. (It is noted that the Fire Protection Technology Course, in the alternative, with a 75% (B) grade would be acceptable). When a second posting is required to fill the position, that successful applicant shall be required to comply with 8.01 (a) and attend any courses as required by the Fire Chief and receive a passing grade of 75% (B) or better.
- g) Marking System:
- (1) Efficiency and Ability - 20%: Work around the fire hall and on calls to be worth 20% and to be arrived at by the Chief after consulting with the Shift Captain.
 - (2) Oral: - 15% - 10% to be based fire fighting knowledge
- 5% to be based on general knowledge.
 - (3) Written Examination - 65%: Examination questions may be prepared in the form of multiple choice, true/false, yes/no, check mark and/or full report or statement on a given situation.
- h) Examination Questions: All examination questions to be taken from the Stratford Fire Department Training Manual - The Training Manual will be compiled by the Deputy Chief or Director of Training and Education and will reflect working conditions of the Stratford Fire Department. All written and oral examination questions shall be taken from the Stratford Fire Department Training Manual, rules, and procedures and shall be the same for each candidate. Training Manual (Stratford) to be supplied to all Fire Fighters.

- i) Examination Review: Each candidate will be given the opportunity to review their written examination and concur on the grading before the posting of the Qualified List.
- j) Qualified List: Qualifying examinations for Captains will be held during the month of November every two (2) years starting in 1987, or may be changed upon mutual agreement of the Chief and the Association. All candidates who attained the qualifying grade in 8.01(g) will comprise the qualified list with the applicants listed in seniority for promotion and shall remain on the list until promoted or retired provided the individual is capable of being actively at work to perform the duties of the position at the time of promotion.
- k) An employee transferring from Fire Fighting to the Fire Prevention or Training Division will be placed on a twelve (12) month probationary period, during which time, if unable to perform satisfactorily or desires to transfer back to his/her former position, the employee or the Fire Chief shall notify the other in writing at least thirty (30) days prior to completion of the probationary period in the new position. This employee shall replace the last employee who has been promoted from the qualified list. No one will lose their position on the qualified list as long as the list is valid.
- l) After the probationary period of twelve (12) months, an employee who elects to make a transfer back to their original rank, shall do so when the first position becomes available. This employee takes precedence over the qualified list in this instance only. The employee shall notify the Fire Chief of his/her intentions in writing.
- m) An employee may write the qualifying exam for promotion while employed in the Fire Prevention or Training Division and be considered eligible according to (j) (qualified lists). An employee will not be eligible for acting duties in the Fire Fighting Division while engaged in the Fire Prevention or Training Division.

8.02 In determining who should receive promotion, it is agreed that every Fire Fighter, who may be eligible, shall have had equal opportunity of learning the duties involved in promotion to such higher rank. The Corporation will endeavor to ensure that all employees in their respective division shall have the same opportunity of training.

8.03 Such changes in respect to Clause (8.01) as may be recommended and mutually agreed upon by the Corporation and the Association, shall constitute a part of this Agreement and incorporated therein.

8.04 In determining an employee's length of service for seniority purposes, computation shall begin on the date an employee commences work. Former employees re-entering the service after the continuity of service has been broken by resignation or dismissal shall be considered new employees and seniority shall start as of the date they re-enter the service. If a civilian dispatcher is appointed to the Fire Fighting Division, their seniority as a Fire Fighter will start with their first shift in that Division. Any benefits accrued through seniority as a dispatcher will be continued.

8.05 The Association and the Corporation have agreed to both the necessity of establishing a seniority list, and the method by which seniority shall be established. The Corporation shall maintain the seniority list and provide the Association with a revised list, on or before January 15th of each year in a format identical to that of Schedules "A" and "E" of the 1998-

2001 Collective Agreement, each time new employees are hired. In the event of more than one full-time Fire Fighter employee commencing service on the same day, seniority shall be established by the order in which their names appear in the minutes of the Council meeting, which approved their employment.

- 8.06 The demotion, lay-off, transfer of all employees in the Fire Fighting Division shall be based on seniority of the employee affected, on a last on first off basis.
- 8.07 In case of lay-off, the civilian dispatcher/secretary shall be laid off before the Fire Fighting Division based on the seniority of the employee affected on a last-on, first-off basis.
- 8.08 a) When a position of acting rank for Lieutenant becomes open, it will be filled by those Fire Fighters on the group affected, whose names appear on the qualified list of Lieutenants in order of seniority. If no Fire Fighter is qualified any Fire Fighter on that group who has completed the Ontario Fire College will act in order of seniority. If this is not possible, any Fire Fighter on that group who is in the process of attending the College will act in order of seniority. If this is not possible, the next senior employee on that group shall act.
- b) When a position of acting rank of Captain becomes available, it will be filled only by those Lieutenants on the qualified list of Captains. If a Lieutenant is not available on the Captains qualified list on the group affected then the Lieutenant shall act.
- 8.09 If a Dispatcher is appointed to the Fire Fighting Division, a letter of resignation from the Dispatching position must be submitted to the Corporation by that employee. All benefits that have been accumulated as a dispatcher will be carried on.

ARTICLE IX - UNIFORMS

- 9.01 Each Association Member shall be supplied by the Corporation at the expense of the Corporation the following:
- a) The Department will supply a complete set of uniform clothing for a new employee and then a points system is to be implemented on an annual basis starting in 1996. All employees shall receive 225 points annually for the purpose of exchanging such points for items of uniform and fatigue clothing as identified below.

<u>ITEM</u>	<u>POINTS</u>
Dress shoes	80
Tunic	190
Dress Pant	65
Sweater	100
Fatigue Pant	19
T-shirt	9
L/S White Shirt	22
S/S White Shirt	21
L/S Blue Shirt	21
S/S Blue Shirt	19
Burberry	85
Winter Parka	75

Leather Gloves	18
Tie	9
Hat	42
Rubber Over Shoes	23
Nylon Jacket	45
Skirt	65
Sweatshirt	35
Long Sleeve Mock Turtleneck	15
Badges	30
Toque	10

- b) The point system will operate on a three (3) year rotating cycle. Employees will be allowed to carry over unused points for a period of three (3) years. In the fourth year, any unused points from the 1st year of the cycle will be deducted from the employee's total points and the rotating cycle will commence for another three (3) year period.
- c) Uniform issues shall be supplied by June 30th of each year.
- d) Such uniforms and equipment shall be deemed the property of the City and upon the resignation of a Fire Fighter, shall be turned over to the City. All above clothing to be Union-made or by another manufacturer if comparable by quality and price, and agreed upon by the City and the Union. In the year of retirement, a retiring Fire Fighter shall not receive a clothing issue.

9.02 Each Fire Fighter shall be supplied by the Corporation, at the expense of the Corporation, the following:

1 protective helmet - 1 waterproof coat and pants - 1 pair of rubber boots - 1 pair protective gloves or mitts - 1 bellaclava. This clothing to be replaced or repaired when required, or when unsafe or uncomfortable to the Fire Fighter.

ARTICLE X - BENEFITS, PENSIONS AND INSURANCE

- 10.01 Each employee shall be entitled to the benefits and privileges of the Ontario Municipal Employees Retirement System (OMERS), as outlined in the OMERS Act and Regulations.
- 10.02 All Fire Fighters except the Chief and Deputy Chief now in the employ of the Department or that may hereafter be appointed, shall be retired on the last day of the month such member attains age 60.
- 10.03 The Corporation shall pay 100% of the cost of a Group Life Insurance Plan, provided the insurance for which the Corporation shall be responsible in this clause shall be 2 times the salary to the highest \$1,000.00 with no upper limit, and a No-Deductible Drug Plan. The Corporation will provide Dependent Life Insurance for spouse and eligible dependents in the amount of \$2,000/\$1,000 respectively until the member attains age 65. Effective October 1, 2002 the Corporation will provide Dependent Life Insurance for spouse and eligible dependents in the amount of \$5,000/\$2,000 respectively until the member attains age 65.

- 10.04 In the event the regulations governing integration of Canada Pension Plan and O.M.E.R.S. is rescinded, this clause shall become a matter of negotiations.
- 10.05 The Corporation agrees to provide an OMERS Type 3 Supplementary pension benefit in accordance with the OMERS Act and Regulations. An OMERS Type 3 Supplementary Agreement may eliminate all or part of the reduction factor for a member, fifty (50) years of age or older, who mutually agrees with the Corporation to retire because of a permanent partial disability.
- 10.06 The Corporation shall provide for Dental Plan Insurance which provides for coverage for basic dental services, major dental services and orthodontic services as more particularly described in the Benefits Booklet. The dental plan insurance premium is to be paid 100% by the Corporation and will provide benefits based on the ODA fee schedule for the preceding year, updated annually.
- 10.07 Effective January 1, 2005, the Corporation agrees to pay up to \$250 every two years for eyeglasses/contact lenses with coverage extended to include employees and their eligible dependents. Bills are to be submitted to the Chief for payment.
- Effective January 1, 2006, the Corporation agrees to pay up to \$300 every two years for eyeglasses/contact lenses with coverage extended to include employees and their eligible dependents. Bills are to be submitted to the Chief for payment.
- 10.08 There shall be in effect a medical and extended health benefits plan whereby the Corporation shall pay 100% of the cost of the plan or plans, which have been mutually agreed upon by the Corporation and the Association. The Corporation agrees to continue to provide semi-private hospital coverage for employees and their families when required. Bills are to be submitted to the Chief for payment.
- The benefit plan booklet will be amended to include chiropractic insurance coverage, effective January 1, 2005, in the amount of \$250 per person per calendar year, subject to a \$35.00 per visit maximum, and effective January 1, 2006, in the amount of \$500 per person per calendar year, subject to a \$35.00 per visit maximum.
- 10.09 The present contributory Hospitalization and Medical Plans shall remain in effect unless such changes are mutually agreed upon, and meets with approval of the membership of the Association. There shall be no loss of benefits should the Corporation decide to change benefit carriers.
- 10.10 Commencing January 1, 1980, the Corporation shall pay 100% O.H.I.P. premiums to retired members of the Fire Department to the age of 65 years.
- 10.11 The Corporation shall pay 100% premiums of Major Medical Extended Health, Drug Plan, Dental Plan for retired members and eligible dependents to the member's age 65, and if the spouse is younger than the member, coverage will continue for that spouse for a maximum period of two years or to the spouse's age 65 whichever comes first.
- 10.12 The Corporation shall pay 100% of the cost of a Group Life Insurance Plan for retired members, provided the insurance for which the Corporation shall be responsible in this clause shall be 2 times the salary to the highest \$1,000.00 with no upper limit. Effective October 1, 2002 the Corporation shall pay 100% premiums of Group Life Insurance for

retired members in the amount of \$40,000 from retirement date to age 65 and, thereafter, \$10,000 until death.

- 10.13 The Corporation shall pay 100% of the cost of the Employee Assistance Program for active employees and their eligible dependents.

ARTICLE XI - ARBITRATION

- 11.01 In the event of any controversy concerning the interpretation or administration of this Agreement, and in the event that a satisfactory adjustment cannot be reached between the parties hereto, the matter in dispute shall be submitted to a Board of Arbitration as prescribed by the current Fire Protection and Prevention Act.

ARTICLE XII - STRIKE OR LOCKOUT

- 12.01 No strike or lockout shall occur during the life of the Agreement, and the employees shall not participate in any sympathy strike in support of any other organization, in accordance with the constitution of Ontario Professional Fire Fighters Association, which forbids such action.

ARTICLE XIII - DISCRIMINATION

- 13.01 The Corporation, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee, by reason of race, colour, gender, political or religious affiliation, nor by reason of their membership in a trade union.

ARTICLE XIV - LEAVE OF ABSENCE

- 14.01 The President or any two executive members of The Association or any members, not exceeding three, of any negotiating committee duly elected or appointed, shall be granted such leave of absence as may be necessary for the proper performance of the duties of their respective office insofar as regular operations of the service of the Fire Department will permit, at the discretion of the Fire Chief.
- 14.02 Any delegates, not exceeding one in number, who may from time to time be duly authorized and designated by the employees to attend conventions, health and safety meetings or seminars shall be allowed such time off as may actually be required for attendance, not to exceed in total, nine (9) days in any calendar year, and subject to the discretion of the Fire Chief insofar as the regular operations of the service of the Fire Department will permit.
- 14.03 Any member or members of this Association who may be duly elected to any office in the Parent Bodies, or affiliated bodies of the Association shall be granted such leave of absence as may be necessary for the proper performances of their respective office, insofar as the operation of the Department will permit, and at the discretion of the Fire Chief.

- 14.04 In the event of death of spouse, common-law spouse, child, common-law child, father, mother, brother, sister, father-in-law, and mother-in-law, of an employee, they shall be granted three days leave of absence if on duty with pay to facilitate their bereavement requirements and attend the funeral. The Corporation agrees to one day of bereavement for brother-in-law, sister-in-law, grandparents and grandchildren with additional time required at the discretion of the Chief.

Note: Employee and common-law spouse must have lived together for 12 months and have previously notified the Chief in writing of the common-law relationship. Children must be declared as dependents of the member.

Any additional time required beyond three days may be granted at the discretion of the Fire Chief.

- 14.05 Where an employee is called to serve on Jury Duty or is subpoenaed to be present in court as a witness, he/she shall continue to be paid their regular salary for time lost from their regular scheduled work shift provided that any jury or witness fees, less expense allowance paid by the Court, shall be forthwith turned over to the City Treasurer. An employee shall notify the Fire Chief as soon as possible upon receipt of notice from a court.
- 14.06 Personal and Family Leave: An employee will be granted leave of absence with pay to a maximum of three (3) working days a year for purposes of attending to the issues of the employee's family. All such paid leave to be deducted from the employee's accumulated sick leave credits.

ARTICLE XV - DEPARTMENT RULES

- 15.01 Such departmental rules as may be mutually agreed upon by the parties hereto shall be deemed to constitute a part of this Agreement shall be observed by all employees. Such rules shall be consolidated in pamphlet form from time to time at the expense of the Corporation and copies thereof distributed to each employee. Rules and regulations shall be placed upon the bulletin board as they are issued and copies attached to the existing rules and regulations. All new orders are to be in writing and distributed to all Captains, Lieutenants and Fire Prevention and Training Divisions.

ARTICLE XVI - UNION SHOP

- 16.01 Present employees and all new employees shall maintain membership in good standing in The Association, and all new employees upon becoming employed by the City of Stratford Fire Department, shall become members of the Stratford Professional Fire Fighters' Association within 30 days.
- 16.02 The Corporation shall deduct from the salaries or wages of all employees of the Fire Department, any and all rates, assessments and dues, which may have been or may be levied against members of the Association, and shall transmit all rates, assessment and dues to the Association at such time or times in each year as shall be mutually agreed upon by the parties hereto.

ARTICLE XVII - GRIEVANCE PROCEDURE

- 17.01 The Association shall appoint a Grievance Committee hereinafter referred to as "the Grievance Committee," to be composed of one executive member and three members who shall be employees of the Corporation coming within The Association, and shall give the Corporation written notice of the appointment of each such member and any change in the personnel of the Grievance Committee which may take place from time to time as soon as it is made; and The Association shall file annually with the Corporation the names of all members of the Grievance Committee at that time.
- 17.02 Grievance Procedure to provide that a difference arising between the parties hereto relating to the interpretation, application or administration of this agreement, or where a question arises as to whether a matter is arbitratable, or where an allegation is made that the agreement has been violated or that the suspension, discharge, demotion or discipline of an employee is unreasonable, then such matter, hereinafter referred to as "the grievance," shall be dealt with.
- 17.03 Step One:
The employee involved may within four working days after the grievance first arises, take up the grievance with the Grievance Committee who shall give due consideration thereto, and if the Grievance Committee is satisfied that there is just cause for the grievance, the following procedure shall apply, namely:
- Step Two:
The Grievance Committee, may within fifteen working days after the Grievance first arises, file the grievance and redress sought in writing with the Chief and/or Deputy Chief of the Fire Department of the Corporation who shall meet with the Grievance Committee accompanied by the employee involved within five working days after the grievance is so filed and who shall render their decision in writing and reasons in respect thereto within five working days of the time of such meeting.
- Step Three:
In the event that the Chief of the Fire Department of the Corporation does not provide redress satisfactory to the Grievance Committee, after notifying the Chief of the Fire Department, the Grievance Committee may, within five working days after receipt of the aforesaid decision of the Chief, forward a copy of the grievance together with a copy of the said written decision of the Chief, together with the reasons as to why the redress of the Chief was not satisfactory, to the Protection to Persons and Property Sub-committee for the Corporation through the Chief Administrative Officer who, with the City's Chief Administrative Officer and/or designate, shall meet with the Grievance Committee within seven working days after receipt of such copies and advise it in writing of their decision and reasons with respect to the grievance within seven working days of the time of such meeting.
- Step Four:
In the event that the Chair of Protection to Persons & Property Committee for the Corporation and the City's Chief Administrative Officer and/or designate do not provide redress satisfactory to the Association, it may within five working days after receipt by the Grievance Committee of the aforesaid decision, notify the Corporation in writing of its desire to submit the grievance to arbitration, and such arbitration shall be proceeded with in accordance with the provisions of the Fire Protection and Prevention Act. In this Sub-clause,

the words "working days" shall be deemed to exclude Saturday, Sunday and statutory holidays.

- 17.04 The time limits specified may be extended only upon mutual consent by both parties in writing.
- 17.05 An Arbitrator, considering a claim of unjust suspension, discharge or discipline may deal with such claim by confirming the action taken, by modifying the action taken, by ordering reinstatement with or without pay and seniority, whichever, in their opinion, is just and equitable.
- 17.06 The Arbitrator shall not have any power to add to, subtract from, alter, modify or amend in any way of this Agreement nor to consider any matter not specifically contained in the Agreement, nor otherwise make any decision inconsistent with this Agreement which express the full and complete understanding of the parties on remuneration, benefits and working conditions.

ARTICLE XVIII - TERMINATION OF SERVICE

- 18.01 Voluntary Termination of Service:
Any Fire Fighter who terminates their service to the Corporation shall be entitled to the following:
- (a) Pension - to elect an option pertaining to pension contributions as specified in the OMERS Act and Regulations
 - (b) Service Pay - to be paid for earned service pay at the prevailing rate.
 - (c) Sick Leave - to be paid within seven (7) days of termination, for the unused portion of their sick leave, with computation of a day's pay being 1/260 of their gross annual salary and subject to the maximum of which he/she may accumulate as defined in the Ontario Municipal Act, R. S. O. 2001 and amendments thereto.
 - (d) Vacation and Statutory Holidays - to observe unused vacation and statutory holidays worked prior to the termination date. They may take these with pay prior to notification of termination as laid down by the conditions of employment clause, which they signed.
- 18.02 Forced Termination of Service i.e. Discharged for Cause:
Termination of service shall include all conditions as outlined in 18.01, sub-sections (a), (b), (c) and (d).
- 18.03 Termination due to Injury or Health Reasons:
Termination of service of any Fire Fighter for the aforementioned reasons shall be subject to the provisions of the Disability provisions of OMERS Act, the provisions of the WSIB Act and the entitlements outlined in 18.01, sub-sections (b), (c) and (d).

- 18.04 Termination due to Death:
On termination by death, the Employee's eligible dependents (as defined in the OMERS rules and regulations) shall be entitled to receive payments of allowances accumulated to the deceased employee as outlined in 18.01, sub-section (a), (b), (c) and (d).
- 18.05 Normal Termination of Service at Pensionable Age:
Provisions for a Fire Fighter retiring at the age of 60 or earlier shall include all provisions regarding pay and salaries as outlined in 18.01, sub-section (a), (b), (c) and (d).
- 18.06 The normal retirement date for all present and future Fire Fighters of the Stratford Fire Department, with the exception of the Chief and Deputy Chief, shall be the end of the month when the member attains age 60. The seniority list as agreed to in Article 8.05 shall determine the retiring date.
- 18.07 All employees shall submit a birth certificate to both the Chief of the Department and to the Secretary of the Association to establish definite proof of age, to calculate normal retirement date in accordance with Section 18.06.
- 18.08 Any member terminating due to retirement shall give written notice to the Corporation at least 30 days prior to termination.

ARTICLE XIX - PRESERVATION OF EMPLOYMENT STATUS CLAUSE

- 19.01 No employee covered by this agreement shall suffer loss of employment within the Fire Department, loss of pay or be demoted or laid off as a result of work customarily performed by employees under this agreement being performed by any person outside of the bargaining unit.
- It is further agreed no employee covered by this Agreement shall suffer loss of employment within the Fire Department, loss of pay or be demoted or laid off, as a result of introduction or implementation of technological changes, changes in mechanization or operating methods or organization.
- 19.02 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee of the City who is not covered by this Agreement or by a person who is not an employee of the City.
- 19.03 Indemnification
The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages, injuries or accidents done or caused by them during the performance of their duties, including indemnification for any reasonable legal costs incurred in any civil, criminal or statutory proceedings, excluding damages, claims for damages, injuries, accidents or legal costs incurred as a result of willful and malicious conduct. The onus of establishing that the conduct was willful and malicious shall be borne by the employer. The Association is not covered by the City's Liability Insurance.

ARTICLE XX - DURATION

- 20.01 This Agreement shall remain in force from the first day of January 2005 until the 31st day of December 2006, and from year to year thereafter; provided however, within a period of (90) days prior to the expiration or anniversary date in any year, either party may, on twenty (20) days notice in writing, require the other party to enter into negotiations for renewal or revision of the Agreement and any proposed amendment or amendments shall be exchanged at least (7) days prior to the initial meeting, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

IN WITNESS WHEREOF the Corporation 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 their proper officers hereunto duly authorized, the day and year first above written.

Dated at Stratford, Ontario this 22nd day of June 2006

Signed on behalf of the
STRATFORD PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION



PRESIDENT



SECRETARY

Signed on behalf of the
CORPORATION OF THE CITY
OF STRATFORD



Dan Mathieson
MAYOR



Ron Shaw
CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A" - FIRE FIGHTING UNIT
COLOUR SCHEDULE

"A"		"B"		"C"		"D"	
A. Paul	Orange	T. Martell	Orange	B. Dahms	Orange	W. Clarence	Orange
L. Landreth	Purple	M. Salt	Purple	J. McCaffery	Black	J. Byatt	Blue
A. Wakelin	Yellow	R. Micks	Green	W. Adair	Blue	J. Mavity	Yellow
B. Chadwick	Blue	T. Cottenie	White	P. Boudreau	Brown	E. Schuett	Brown
S. McCormick	Red	K. Aitcheson	Blue	R. Mazzanti	Yellow	K. Smith	White
R. Niezen	Black	S. Dekok	Red	T. Hislop	Red	J. Lane	Green
S. Petrie	Brown	C. Gaylor	Brown	C. Beach	White	J. Canning	Red
K. Cobb	White	M. Lukachko	Black	T. Schieckoff	Purple	S. Ford	Black
B. McCann	Gray	R. MacDonald	Gray	M. Handley	Gray	G. Ankenmann	Gray
	Green		Yellow		Green		Purple
NOTE: ORDER OF NAMES DOES NOT INDICATE DEPARTMENT SENIORITY							

SCHEDULE "B" - FIRE FIGHTING UNIT**COLOUR ROTATION SCHEDULE – LIEU DAYS**

YEAR	1	2	3	4	5	6	7	8	9	10
2005	Blue	Purple	Orange	Brown	White	Red	Black	Yellow	Green	Gray
2006	Gray	Black	Yellow	Green	Blue	Purple	Orange	Brown	White	Red
2007	Red	Orange	Brown	White	Gray	Black	Yellow	Green	Blue	Purple
2008	Purple	Yellow	Green	Blue	Red	Orange	Brown	White	Gray	Black
2009	Black	Brown	White	Gray	Purple	Yellow	Green	Blue	Red	Orange
2010	Orange	Green	Blue	Red	Black	Brown	White	Gray	Purple	Yellow
2011	Yellow	White	Gray	Purple	Orange	Green	Blue	Red	Black	Brown
2012	Brown	Blue	Red	Black	Yellow	White	Gray	Purple	Orange	Green
2013	Green	Gray	Purple	Orange	Brown	Blue	Red	Black	Yellow	White
2014	White	Red	Black	Yellow	Green	Gray	Purple	Orange	Brown	Blue

Sequence: 1 - 5 - 9 - 4 - 8 - 3 - 7 - 2 - 6 - 10

SCHEDULE "B" - FIRE FIGHTING UNIT**COLOUR ROTATION SCHEDULE - ANNUAL HOLIDAYS**

YEAR	1	2	3	4	5	6
2011/2005	Green Blue	White Pink	Orange Gray	Black Brown	Yellow Purple	Mauve Red
2012/2006	Red Mauve	Purple Yellow	Blue Green	Pink White	Gray Orange	Brown Black
2013/2007	Black Brown	Orange Gray	Mauve Red	Yellow Purple	Green Blue	White Pink
2014/2008	Pink White	Blue Green	Brown Black	Gray Orange	Red Mauve	Purple Yellow
2015/2009	Yellow Purple	Mauve Red	White Pink	Green Blue	Black Brown	Orange Gray
2016/2010	Gray Orange	Brown Black	Purple Yellow	Red Mauve	Pink White	Blue Green

Sequence: 1 - 3 - 5 - 2 - 4 - 6
Top Colour Picks First

SCHEDULE "C"JOB DESCRIPTIONS - FIRE PREVENTION DIVISIONDIRECTOR OF FIRE PREVENTION:

The Director of Fire Prevention shall be responsible to the Deputy Chief for carrying out the following duties:

1. Conduct fire prevention inspections.
2. Enforce fire prevention by-laws.
3. Assist in establishing and revising emergency fire service plans and programs.
4. Deal with young fire setters through home inspections and speaking directly with children involved.
5. Investigate cause of fires.
6. Examine building plans in cooperation with the chief building official.
7. Provide fire prevention lectures and demonstrations.
8. Receive, process and follow up reports of the fire prevention inspections conducted under the Division of Fire Fighting.
9. Fire Prevention Week (awareness and ads).
10. Attend Utilities Coordinating Committee meetings, regional meetings, conventions and courses as directed by the Fire Chief.
11. Annual fire prevention program for in-service fire crews.
12. Train junior Lieutenants in fire prevention activities (hands on).
13. Prepare annual report.
14. Respond to emergencies and assist under the direction of the Fire Chief.
15. Assist Director of Training and Education.

FIRE INSPECTOR:

Under the supervision of the Director of Fire Prevention, the Fire Inspector shall:

1. Conduct fire prevention inspection of premises such as public buildings, schools, industries, hospitals, gasoline stations, homes, mercantile buildings and retail stores.
2. Enforce Fire Prevention By-laws.
3. Examine building plans in co-operation with the Chief Building Official.
4. Provide Fire Prevention Lectures and Demonstrations.
5. Receive, process and follow up reports of the Fire Prevention inspections conducted under the Division of Fire Fighting.
6. Attend school or courses as directed by the Chief of the Fire Department.
7. The Fire Inspector shall fight fires upon direction of the Fire Chief.

SCHEDULE "D"**DUTIES AND RESPONSIBILITIES****DISPATCHERS:**

1. Responsible to Chief or Deputy Chief through Officer in charge of shift.
2. Receive and record all alarms.
3. Record all dates and times of all alarms, log alarm board tests.
4. Answer all non-alarm telephone calls and transfer same as requested.
5. Type all calls and records as determined by Shift Captain.
6. Type reports, letters, maintain building files and maps of City and County.

DISPATCHER SECRETARY:

1. Relieve Dispatchers for days off, holidays, etc.
2. Responsible to Chief and Deputy Chief for recording and typing of all Fire Department records and correspondence including the requirements of the Fire Prevention Division and Training Division.

MISCELLANEOUS:

1. Dispatchers will be on a 12-month Probation Period.
2. Dispatchers will not be allowed to operate or ride, clean or maintain Fire Department Apparatus or equipment, or any other duties of a Fire Fighter.
3. Dispatchers will be relieved of duty only by the Dispatcher Secretary. If Secretary is not available, relief will be made by a Fire Fighter.

SCHEDULE "E" – COMMUNICATIONS UNIT
COLOUR ROTATION SCHEDULE – LIEU DAYS

YEAR	1	2	3	4	5	6	7
2005	Yellow	Green	Black	Blue	Gray	Red	N/A
2006	Red	Gray	Yellow	Green	Black	Blue	N/A
2007	Blue	Black	Red	Gray	Yellow	Green	Purple
2008	Green	Yellow	Purple	Black	Red	Gray	Blue
2009	Gray	Red	Blue	Yellow	Purple	Black	Green
2010	Black	Purple	Green	Red	Blue	Yellow	Gray
2011	Yellow	Blue	Gray	Purple	Green	Red	Black
2012	Red	Green	Black	Blue	Gray	Purple	Yellow
2013	Purple	Gray	Yellow	Green	Black	Blue	Red

Sequence: 1-7-3-5-2-4-6

COLOUR ROTATION SCHEDULE – ANNUAL HOLIDAYS

YEAR	1	2	3	4	5	6	7
2005	Yellow	Gray	Green	Black	Red	Blue	N/A
2006	Green	Black	Red	Blue	Gray	Yellow	N/A
2007	Red	Blue	Gray	Yellow	Black	Green	Purple
2008	Purple	Yellow	Black	Green	Blue	Red	Gray
2009	Gray	Green	Blue	Red	Yellow	Purple	Black
2010	Black	Red	Yellow	Purple	Green	Gray	Blue
2011	Blue	Purple	Green	Gray	Red	Black	Yellow
2012	Yellow	Gray	Red	Black	Purple	Blue	Green
2013	Green	Black	Purple	Blue	Gray	Yellow	Red

Sequence: 6-4-2-5-3-7-1

COLOUR ASSIGNMENT:

Gray	M. Hansford
Yellow	K. D. White
Black	R. Murphy
Blue	J. Franks
Green	J. Paterson
Red	P. Patterson
Purple	New Person

SCHEDULE "F"**JOB DESCRIPTION - DIRECTOR OF TRAINING AND EDUCATION**

The Director of Training and Education shall be responsible to the Deputy Chief for the carrying out of the following duties:

1. Establish a fire department training program for all members in accordance with accepted practices and procedures.
2. Prepare and conduct examinations for members and for promotions within the department as required by the Chief of the Department.
3. Prepare annual report.
4. Train and instruct on all new equipment and on changes to policies and procedures to maintain currency with our changing and evolving environment.
5. Responsible for keeping the Training Manual up to date.
6. Attend schools or courses as directed by the Chief of the Fire Department.
7. Attend regional meetings and conventions.
8. Establish a fire and life safety profile for the community.
9. Plan, develop and implement community-based educational programs.
10. Monitor and evaluate fire and life safety programs.
11. Deliver fire and life safety education to industry and in the community.
12. Respond to emergencies and assist under the direction of the Fire Chief.
13. Assist Director of Fire Prevention.

APPENDIX "A" TO BY-LAW NO. 94-83

STRATFORD FIRE DEPARTMENT

DEPARTMENTAL RULES

1. Every member of the oncoming platoon shall report for duty at the prescribed time on their duty days, and in the event of an emergency situation shall remain on duty until relieved by the Officer in charge. Any member reporting for duty after 8:00 A.M. and 6:00 P.M. shall be considered late for duty.
2. Members shall show courtesy and respect while on duty in dealing with the public.
3. While on duty, all personnel shall address all Officers in accordance with their respective rank.
4. Immediately following the roll call of the members reporting for duty, the Officer in Charge shall read any general orders received, after which all details and other work of the station shall be carried out.
5. Members shall be relieved from duty when equipment at the scene of the fire or emergency has been picked up.
6. Members while on duty, shall not leave their Fire Station unless permission is granted by a superior officer who is authorized to grant such permission.
7. Private telephone calls from the Fire Station must be kept to a minimum and short.
8. No member directly or indirectly shall solicit or accept gifts, money or other articles as a reward for services rendered in the carrying out of their duties without authorization of the Chief.
9. Every member shall notify the Officer in Charge of any change in their address or phone number.
10. Smoking is not permitted while going to or returning from a fire or emergency or during drill periods on the fire ground.
11. No member shall supply information relative to the Department or operation thereof, unless authorized by the Chief of the Department or persons authorized by the Chief.
12. When valuables (money, jewellery, etc.) are found at a fire or emergency, members shall report them to the Officer in charge of operations who shall take charge of them and make a detailed report to the Chief.
13. No member shall use profane, immoral or indecent language, or be guilty of conduct, which may be prejudicial to the good reputation, order and discipline of the Fire Department.

14. Every member is responsible for any damage to, or the destruction of, or loss of, their uniform or any equipment issued to them, due to their negligence.
15. All traffic laws shall be obeyed and extreme caution taken while operating a Fire Department vehicle.
16. All apparatus and equipment shall be tested in accordance with general orders for that purpose.
17. Every member injured while on duty shall immediately report the injury to the Officer in Charge, who shall submit a report to the Chief.
18. Where apparatus is involved in an accident, the driver shall immediately report to the Officer in Charge. The Officer in Charge will be responsible for having the insurance report provided in the vehicle filled out as soon as possible and to forward all information to the Chief of the Department.
19. Members must be in possession of a valid licence to drive department vehicles.
20. Members on duty, while going to, returning from, or while working on fires or emergencies shall wear the required issue of protective clothing, according to season, as determined by the Officer in Charge.
21. Sirens must be sounded when responding to a fire or emergency.
22. Members going to and from duty, and on special assignments, shall be properly dressed (full uniform). Black footwear to be worn while in uniform. Change of uniform, according to season, shall be detailed by the Officer in Charge.
23. Lunch period shall be from 11:30 A.M. to 1:00 P.M. Coffee breaks shall be from 9:30 A.M. to 10:00 A.M. and 3:00 P.M. to 3:30 P.M. daily.
24. It shall be the duty of all Officers to see that all personnel are neat and tidy about their appearance and properly attired while on duty.
25. Beds may be occupied from 10:00 P.M. until 6:30 A.M. and no lounging or reclining in a position to indicate sleep shall be permitted, except in case of sickness or fatigue resulting from exertion through actual fire duty immediately preceding.
26. The Officer in Charge shall prevent spirituous or intoxicating beverages of any kind from being brought into or kept in or about the Fire Station; and shall prevent gambling therein, and shall not gamble himself.
27. No member of the Fire Department shall willfully and maliciously turn a stream of water, or direct or cause it to be done, on any person or persons.
28. Members shall remain with their Company at the scene of a fire unless they are assigned to special duty by a superior officer.

29. Private cars of members shall not be used for Fire Service purposes without specific authorization from the Chief of the Department.
30. No member, without the permission of the Chief of the Department, shall sell tickets or solicit advertising, subscriptions, gifts or contributions for any purpose whatsoever.
31. No member shall loiter at the approaches of the Fire Station, or in vicinity during service hours.
32. Members shall not hold social events or meetings in the Fire Station without previously obtaining permission from the Chief of the Department.
33. Every member exposed to radioactive material shall have this fact entered on their records, including the name of the radioactive material and the nature and duration of his/her possible exposure to radiation.

Richard Young, Chief
Stratford Fire Department

LETTER OF UNDERSTANDING

Between

The Corporation of the City of Stratford
and
The Stratford Professional Fire Fighters' Association

re: Donation of Work Time for Sick Employee

WHEREAS the Association has proposed that in the event of an employee in the Fire Fighting Division exhausting their sick time, other employees shall be allowed to donate their own time while off duty to work the normal shift of the sick employee, and

WHEREAS the Corporation has agreed to the provision of a substitute to cover off the shift of a sick employee for a period of up to 6 months, we the undersigned agree to these conditions,

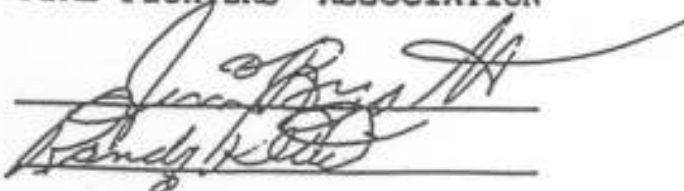
- An employee shall not have utilized all their sick leave before this donation of time is commenced,
- It is the responsibility of the Association to provide to the Chief initially, and at the beginning of each month a list of the names and signatures of those Fire Fighters who will donate their time, and on what shifts, for the member off sick.
- It is understood that employees who volunteer to work a tour of duty for a sick member in the Fire Fighting Division, do so without remuneration for that shift and that the sick employee shall receive payment for the shift as if it was worked by him.

The Corporation and the Association agree to review the effect of this process after the first occasion that use is made of it.

Dated at Stratford, Ontario

This 14 day of January 1993.

Signed on behalf of the
STRATFORD PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION



Signed on behalf of the
CORPORATION OF THE CITY
OF STRATFORD



APPENDIX "C"

LETTER OF UNDERSTANDING

Between

THE STRATFORD PROFESSIONAL FIRE FIGHTERS ASSOCIATION

And

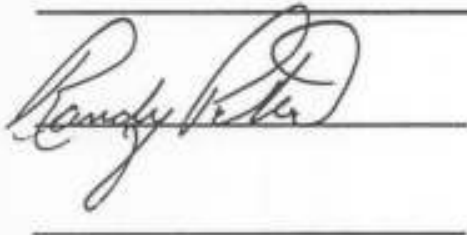
THE CORPORATION OF THE CITY OF STRATFORD

The parties agree that should the staffing report of the Fire Chief, which report is to be tabled prior to October 2002, result in increased staffing approved by Council which directly impact the relative terms of the Collective Agreement, the parties will discuss any required collective agreement adjustments accordingly.


Signed at Stratford, Ontario

this *25th* day of *September*, 2002

SIGNED ON BEHALF OF THE
STRATFORD PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION

A handwritten signature in cursive script, appearing to read "Randy Peter", is written over three horizontal lines.

SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF STRATFORD

A handwritten signature in cursive script, appearing to read "Karen Haslam", is written over three horizontal lines.

APPENDIX "D"

April 1996

LETTER OF UNDERSTANDING

BETWEEN
 THE CORPORATION OF THE CITY OF STRATFORD
 AND
 THE STRATFORD PROFESSIONAL FIRE FIGHTERS

The Corporation and the Association during the negotiations have discussed a reduction of staff, how this will be carried out, and what must take place in 1996 for the parties to achieve the financial goals agreed upon.

As a result, the Corporation commits to maintain the 41 existing employees in the Fire Department for the duration of this contract. The Corporation agrees to maintain the communications unit provided the Association support and co-operate in reducing the existing staff levels from 36 to 32 in suppression, through three early retirements, by 30 June 1996 in order that cost savings targets can be achieved.

The Association agrees that the Junior Lieutenant, while on days, at the discretion of the Captain on duty, shall assume the duties of the Fire Inspector as per Schedule "C" under the direction of the Director of Fire Prevention as per article 7.06 (b).

Dated at Stratford, Ontario

This ~~15th~~ day of *may* 1996.

Signed on behalf of the
 STRATFORD PROFESSIONAL
 FIRE FIGHTERS' ASSOCIATION

Jim Byrth
Randy Ketchum

Signed on behalf of the
 CORPORATION OF THE CITY
 OF STRATFORD

Clark Mitchell