

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
And it's Local 5453**

Expires: December 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - NO DISCRIMINATION.....	4
ARTICLE 4 - UNION SECURITY	5
ARTICLE 5 - MANAGEMENT RIGHTS.....	6
ARTICLE 6 - UNION REPRESENTATION.....	7
ARTICLE 7 - NO STRIKES OR LOCKOUTS	10
ARTICLE 8 - GRIEVANCE PROCEDURE	10
ARTICLE 9 - ARBITRATION.....	13
ARTICLE 10 - PROBATION AND PERMANENT STATUS.....	14
ARTICLE 11 - LAYOFF AND RECALL.....	16
ARTICLE 12 - JOB POSTING.....	16
ARTICLE 13 - LEAVES OF ABSENCE	18
ARTICLE 14 - CLASSIFICATIONS AND RESPONSE REQUIREMENTS.....	20
ARTICLE 15 - HEALTH AND SAFETY	21
ARTICLE 16 - TRAINING/CERTIFICATIONS.....	22
ARTICLE 17 - HEALTH AND WELFARE.....	22
ARTICLE 18 - PERSONAL PROTECTIVE EQUIPMENT	23
ARTICLE 19 - WAGES.....	24
ARTICLE 20 - SENIORITY.....	25
ARTICLE 21 - MISCELLANEOUS.....	25
ARTICLE 22 - DURATION OF AGREEMENT.....	26
SCHEDULE "A"	27
SCHEDULE "B"	28
LETTER OF UNDERSTANDING	31

COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES
(hereinafter referred to as the “Employer”)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5453(hereinafter
referred to as the “Union”)

Expires: December 31, 2026

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Union and volunteers, to provide the mechanics for the prompt and equitable disposition of grievances, and efficient operation of the Employer. The volunteers in the Bargaining Unit recognize the Employer’s responsibility to meet the needs of the Community. The volunteers in the bargaining unit acknowledge and understand that providing the highest degree of professional services is critical in satisfying the needs and expectations of the community and fulfilling the Employer’s obligations to the community. The volunteers in the Bargaining Unit will therefore cooperate with the Employer’s attempts to satisfy the needs and expectations of the Community and will cooperate with the Employer’s efforts to improve the efficiency of delivering services to the Community.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all volunteer firefighters as defined by subsection 1(1) of the *Fire Protection and Prevention Act, 1997*, employed by the Corporation of the City of Kawartha Lakes save and except District Chiefs, and persons above the rank of District Chief.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.

- 2.03 The Employer and the Union agree that the duly appointed representatives of the Canadian Union of Public Employees are authorized to act on behalf of the Union.
- 2.04 The Employer and the Union recognize and accept the provisions of this agreement as binding upon the Employer, (CUPE) Canadian Union of Public Employees, the bargaining agent, and the volunteer firefighters of the City of Kawartha Lakes.
- 2.05 The phrase “probationary volunteer(s)” shall mean a volunteer(s) who has not completed the probationary period prescribed in this Agreement. Probationary volunteers will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.
- 2.06 The word “volunteer” when used in this Agreement shall refer to any volunteer firefighter employed by the Employer, and shall be deemed to include officers within the bargaining unit except where expressly provided.
- 2.07 The term “Volunteer Station(s)” in this Agreement will refer to any fire hall where only volunteer firefighters are employed.
- 2.08 The term “Composite Station(s)” in this Agreement will refer to any fire hall where both volunteer firefighters and full time firefighters are employed.
- 2.09 The phrase “calendar days” when used in this Agreement in connection to time lines, excludes Saturdays, Sundays, and paid holidays.
- 2.10 Wherever the singular are used in this Agreement, the same shall be construed to mean the plural where the context or the parties hereto so require.
- 2.11 Copies of all resolutions, by-laws, policies and procedures adopted by the Employer will be sent via email to the President or designate.
- 2.12 All correspondence arising out of this agreement or incidental hereto shall be copied to the Fire Chief and Manager, Human Resources or their designates and to the Union President/designate.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 Neither the Employer nor the Union will compel volunteer firefighters to join, or not to join, the Union. The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or

practiced by either of them or by any of their representatives or members because of any volunteer's membership or non-membership in the Union or because of their activity or lack of activity in the Union. All new volunteers will be informed of the contractual relationship between the Employer and the Union at the time they are hired.

- 3.02 The Union agrees that there shall be no interference with the Employer's business. It is further agreed that there shall be no collection of dues, or other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer will deduct from each volunteer covered by this Agreement an amount equal to regular dues and fees, as directed by the Union, and in accordance with the following:
- a. Dues shall be deducted from each volunteer and in each pay period and, in the case of newly hired volunteers such deductions shall begin at the commencement of their employment.
 - b. The amount of regular dues and fees shall be those authorized by the Union and the Union shall notify the Employer of any changes thereto. Such notification shall be the Employer's conclusive authority to make the deductions specified.
 - c. In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 4.02 The collection, deduction, and remittance of union dues and fees shall be directed to the Union electronically and shall be accompanied by the following information:
- a. The total amount deducted from each volunteer shall be remitted to the Union by the 15th of the month following the month in which such deductions were made, and the Employer shall include with each remittance the following information for each volunteer:

- i. Name;
 - ii. Gross pay for the pay period;
 - iii. Amount of dues and fees deducted and remitted on behalf of the volunteer.
- b. When a new volunteer is hired, the Employer shall forward the following information together with the next remittance:
- i. Date of hire;
 - ii. Address and telephone contact information;
 - iii. Station.
- 4.03 The Employer shall annually report on a volunteer's T-4 form the amount of Union dues and fees deducted and remitted to the Union on the volunteer's behalf in that year.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management of the operations and the direction of the volunteers are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a. Maintain order, discipline and efficiency;
 - b. Hire, assign, retire, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge volunteers who have successfully completed their probationary period for just cause provided that a claim by a volunteer who has successfully completed their probationary period that they have been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c. Determine in the interest of efficient operation and high professional standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service;

- d. Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of volunteers to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- e. Make, enforce and alter from time to time rules and regulations to be observed by the volunteers which are not inconsistent with the provisions of this Agreement;
- f. It is expressly understood and agreed that a breach of any of the Employer's rules or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of a volunteer, provided that nothing herein shall prevent a volunteer who has successfully completed the probationary period from going through the grievance procedure to determine whether or not such breach actually took place;
- g. Successfully operate the Firefighting Service as a public institution intended to provide the highest level of professional services in a manner consistent with the obligation of the Employer to the general public in the area.

ARTICLE 6 - UNION REPRESENTATION

6.01 Stewards

The Employer agrees to recognize not more than one (1) volunteer firefighter from each station as stewards. Stewards shall be selected by and from amongst volunteers in the bargaining unit and, once selected, the Union shall be required to notify the Employer of the name of the steward in writing and the Employer shall not be required to recognize any such stewards until it has been so notified.

6.02 Negotiating Committee

The Employer agrees to recognize a bargaining committee consisting of up to four (4) volunteers from the bargaining unit as well as a Union Representative for the purpose of amending or renewing the present Agreement. The Employer also agrees to recognize three (3) alternate committee members.

The Union will notify the Employer of the name of such committee members as far as in advance of negotiations as possible.

6.03 Employer-Union Labour Management Committee

- a. It is agreed that an Employer/ Union Labour Management Committee shall be established. Within thirty (30) days following the signing of this Collective Agreement, the parties agree to communicate the names of the Committee members to each other and make an ongoing commitment to communicate any changes in such Committee structure to the other party in order to facilitate the ongoing meeting process set out in this provision.
- b. Five (5) representatives of each party shall meet at regular intervals once every four (4) months or as may be mutually agreed upon otherwise.
- c. Matters of general and mutual interest may be discussed however under no circumstances shall matters be discussed that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.
- d. Nothing arising during these meetings shall become the subject matter of a grievance and all discussions on any matter that takes place during these meetings shall be made on a without prejudice or precedent basis.

6.04 Two (2) times per calendar year, the Employer shall permit representatives of the Union to attend at the conclusion of regular training nights for a period of one-half ($\frac{1}{2}$) hour following the completion of training to discuss Union affairs. Volunteers who remain for this one-half ($\frac{1}{2}$) hour period shall not be paid for the half hour. The Union shall provide at least thirty (30) days notice of its intent to attend one of these nights.

6.05 The Employer acknowledges that representatives of the Union executive, up to two (2), shall have the opportunity to attend new employee orientation to meet and discuss all issues related to the Union and membership.

6.06 Grievance Committee

- a. The Volunteer Firefighter Employee Grievance Committee may consist of up to three (3) members. The Employer shall be informed of the committee members names. One (1) of the three (3) persons shall be the Chairman.
- b. In order to provide an orderly and speedy procedure for the settling of grievances, the Employer shall recognize the Union Grievance Committee and the Union Stewards.

6.07 Payment of Committee Members

- a. Any/All members attending committee meetings between the Employer and the Union shall be compensated at their individual rate as per Schedule A.
 - i. Occupational Health & Safety
 - ii. Grievance (one (1) steward per article 8.09)
 - iii. Negotiating (up to five (5) stewards including President)
 - iv. Labour Management (up to five (5) stewards including President)
- b. Volunteer firefighters that participate on committees, at the request of the Fire Chief or designate, shall receive the hourly rate identified in Schedule A.
- c. Committee members may submit a claim for reimbursement for all mileage in a personal vehicle arising out of committee business, such claims be paid at the applicable rate per kilometer as established by City policy.

6.08 The Union agrees to keep the Corporation (Employer) advised as to the names of officers, executives, committee members upon their election or any change therein.

6.09 Meetings of the Local Union can take place in fire stations with the advanced approval of the Employer.

6.10 Employees who are required to attend a meeting with the Employer, which is of a disciplinary nature, including fact finding or investigatory meetings, shall be informed by the Employer prior to such meeting of their right to Union representation and if requested by the employee a Union representative shall have the right to be present. In addition, the Employer agrees to notify the Union at the same time the employee is notified. Such notification shall be made to both the Employee and the Union up to twenty-four (24) hours in advance of such meeting except in extenuating circumstances.

All employees shall have the right to a Union Representative during meetings regarding performance where the Employer intends to file documentation in the employee's file.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 During the term of this Agreement, it is understood that no volunteer covered by the terms of this Agreement shall strike, sit down, slow down or engage in any work stoppage, picketing or collective activity which will interfere in any way with the Employer's operations, nor shall any Union officer or representative encourage, induce or assist in such activity.
- 7.02 In the course of volunteer firefighters duties, during the term of this Agreement, it is understood that the Union or any of its officers or representatives will not cause, permit or authorize members or any volunteer in the bargaining unit to refuse to cross any picket line lawfully constituted or otherwise, at the site of the Employer herein, nor shall any Volunteer refuse to cross any such picket line.
- 7.03 The Employer agrees that it shall not lock out volunteers during the term of this Collective Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of volunteers shall be adjusted as quickly as possible, and it is understood that a volunteer has no grievance until they have first given the District Chief or designate the opportunity of adjusting their complaint. If a volunteer has a complaint, such complaint shall be discussed with the District Chief or designate within fifteen (15) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the District Chief or designate is unable to adjust a complaint to their mutual satisfaction within ten (10) calendar days the volunteer may proceed with the grievance procedure within ten (10) calendar days following the decision of the District Chief or designate.
- 8.03 The grievance of a volunteer properly arising under this Agreement should be adjusted and settled as follows:

Step 1

The Union must submit a written grievance, signed and dated by the volunteer, to the Deputy Chief or designate. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are alleged, to have been violated must be set out in the grievance. Within ten (10) calendar days of the receipt of the grievance by the Employer, (of the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The Deputy Chief or designate will deliver their decision in writing within ten (10) calendar days after the meeting at which the grievance was discussed. Failing settlement, the next step of the grievance procedure may be taken.

Step 2

Within ten (10) calendar days following the decision under Step No. 1, the Union must submit the grievance to the Fire Chief as well as the Corporate Services Manager, Human Resources (or designate). Within ten (10) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting. A decision in writing shall be delivered by the party receiving the grievance within ten (10) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply at Step No. 2 is given. If no written request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) calendar days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting a volunteer, whom such volunteer could them self institute, and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

Where two (2) or more volunteers have identical grievances and each volunteer would be entitled to grieve separately, the Union shall submit the grievance at Step No. 2 within ten (10) calendar days of the event giving rise to the grievances. A list of all volunteers participating in the grievance shall be provided by the date of the meeting between the parties at Step 2. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

8.06 Discharge Grievance

A grievance involving the discharge of a volunteer who has successfully completed their probationary period must be reduced to writing and originated under Step No. 2 within ten (10) calendar days of the volunteer being notified of their discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the volunteer. Notwithstanding anything in this Agreement, a probationary volunteer may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer and such action by the Employer is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

8.07 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the volunteer or volunteers involved.

8.08 No Union representative or steward may solicit grievances from volunteers during the course of their normal duties.

8.09 The volunteer grievor may have the assistance of a steward or outside representative from the Union at any step of the grievance procedure, if requested. However, such request shall not delay the time limits set out in the Grievance Process in any way.

8.10 In the event of disciplinary action, the volunteer shall be given forty-eight (48) hours' notice of the meeting where such disciplinary action shall be delivered. The Volunteer may have a union steward present, if requested by the

volunteer, and if a Union steward is available. The meeting shall not be delayed if a steward is not available. The volunteer shall be given a copy of the disciplinary notice.

- 8.11 Any letter of discipline, suspension or other sanction shall not remain on file beyond twenty-four (24) months when there is a clear disciplinary record from the date of the last occurrence.

ARTICLE 9 - ARBITRATION

- 9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement. It is understood between the parties that a single arbitration process shall be used. When the parties are selecting arbitrators, each shall respond to each other in writing within fifteen (15) working days.
- 9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, with the exception of a mediation/arbitration process agreed upon by the parties.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04 The Arbitrator shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, nor to render any decisions inconsistent with the terms and provisions of this Agreement. The function and purpose of the Arbitrator is to determine disputed interpretation of the express terms of this Agreement, or to determine disputed facts upon which the application of those express terms depends. An Arbitrator shall not have authority nor shall they consider it their function to include the decision of any issue not properly submitted.
- 9.05 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator, will be final and binding upon the parties hereto and the volunteer or volunteers concerned.
- 9.06 Each of the parties hereto share equally the fees and expenses, if any, of the Arbitrator.
- 9.07 The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays and paid holidays. Such time limits are

mandatory and the failure to comply strictly with such time limits except by the written Agreement of the parties shall result in:

- a. If the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the Union within the time limit as prescribed;
- b. If the grievance has not been processed by the Union in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned.
- c. It is understood and agreed that Section 48(16) of the *Labour Relations Act* does not apply to this Collective Agreement.

ARTICLE 10 - PROBATION AND PERMANENT STATUS

10.01

- a. The probationary period shall be twelve (12) months and shall begin at the date of hire. In the event the probationary volunteer does not successfully complete the recruit training program, they shall be deemed to be terminated in accordance with Article 8.06. The Employer may extend an individual's probationary period with the approval of the Union, up to a maximum of eighteen (18) months, and such approval shall not be unreasonably denied. The Corporation shall not be required to remunerate persons that participate in the recruit-training program. Upon hiring the probationary volunteer shall participate in the training programs prescribed and required by the Department
- b. The discharge of a probationary volunteer will be subject to the provisions of Article 8.06 of this Collective Agreement.
- c. As one of the prerequisites to successfully completing the probationary period, a volunteer must obtain a DZ drivers license and Emergency First Responder (EFR) certification.

10.02 Probationary volunteers shall receive no payment for the forty (40) hours of probation training, but, upon successful completion of probationary period, including obtaining their DZ license, shall receive a one-time, lump sum payment of \$500. Effective January 1, 2025 increase to \$850.00.

10.03 Loss of Permanent Status and Employment Rights

A volunteer shall lose permanent status and shall be deemed to have terminated if they:

- a. Quits, resigns, or is discharged unless such discharge is overturned at arbitration;
- b. Has been laid off for six (6) calendar months;
- c. Fails to report to training or an emergency response, without permission, for a period of sixty (60) days, unless with the express advance approval of the District or Deputy Chief;
- d. Fails to return to work upon the expiration of a leave of absence without a reason acceptable to the Employer, or, utilizes a leave of absence for a purpose other than that for which it was granted;
- e. Fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received a notice of recall and fails to report to work within seven (7) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties. It is the volunteer's responsibility to ensure that their home address and telephone number are current at all times. If the volunteer fails to do this, the Employer will not be responsible for failure to notify;
- f. Is absent from work for more than eighteen (18) months by reason of illness or other disability and there is no reasonable likelihood that the volunteer will return to work in the near future. The volunteer bears the onus of providing medical documentation that is satisfactory to the Employer to prove such reasonable likelihood.
- g. Fails to improve their attendance to calls in the subsequent quarter following receipt of a letter requiring attendance improvement; such letters shall be issued to employees when their call response has been 5% or less for a period of two (2) consecutive quarters as set out in Article 14.02.

10.04 Sixty (60) days prior to their 65th birthday, the Employer will provide an information package and medical questionnaire that must be completed by the employee's physician and submitted to the Employer no later than their 65th birthday. Thereafter, the volunteer firefighter shall be required to have the above noted medical questionnaire completed by their physician annually, prior

to their birthday, in order to determine suitability for continued employment. The Employer agrees to pay the cost of obtaining such document to a maximum of \$75.00.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 For the purpose of lay off and recall to employment, seniority shall be defined as continuous service with the Employer inclusive of vacations, but exclusive of periods of lay off, and any periods of leaves of absence.
- 11.02 When the Employer decides that a lay off is necessary in any classification or a recall to a position in any classification is available, the following factors shall be considered:
- a. Skill, ability, experience, qualifications, education/professional development, suitability, competence, efficiency, call response history, physical capabilities, time of day availability and distance from the Station;
 - b. Seniority within the classification.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern. It is understood and agreed that the Employer shall be the sole judge of the overall requirements of the Fire Service and the sole judge of assessing volunteers as per (a) above.

- 11.03 The Employer agrees that it will notify the Union of a pending lay off at the same time that it notifies the volunteer(s) of the pending layoff.
- 11.04 No new volunteer will be hired into a classification where volunteers are on layoff with recall rights under the provisions of the Collective Agreement until such volunteer has been offered a recall in accordance with Article 11.02.

ARTICLE 12 - JOB POSTING

- 12.01 A determination of the existence of a vacancy shall be in the sole discretion of the Employer.
- 12.02 When the Employer determines that a vacancy exists in the classification of Captain or Station Coordinator, a notice shall be posted in the work place for fourteen (14) calendar days.

12.03 In assessing the applicants, the Employer shall consider the following factors:

- a. Skill, ability, experience, overall work performance, qualifications, education/professional development, suitability, competence, efficiency, leadership skills, and physical capabilities;
- b. Seniority (if applicable) with the Employer.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority (if any) shall govern. It is understood and agreed that the Employer shall be the sole judge of assessing the applicants as per (a) above.

12.04 A volunteer who is awarded a position pursuant to this provision shall be subject to a trial period of six (6) consecutive months. At any time during the trial period, the volunteer may be transferred back to their former position at the Employer's request or at the request of the volunteer, and such transfer is not subject to the grievance or arbitration provisions and does not constitute a difference between the parties. Any individual affected by that occurrence will likewise be returned to their former positions.

12.05 The name of the successful applicant as a result of the Employer's decision under Article 12.03 shall be posted following notification to the successful candidate.

12.06 Transfers Between Volunteer Stations

- a. The Employer will make every reasonable effort to accommodate volunteer firefighters requesting a transfer to another volunteer fire station in the City, in the event their permanent residence is relocated within the primary response area of such station.
- b. Where a volunteer firefighter requests a reassignment to another volunteer or composite station, they shall make the request in writing to the District Chief or designate in their absence. In the event the reassigning officer is a Captain or Station Coordinator, they shall not retain their rank upon reassignment, but may apply for the first available officer vacancy.

12.07 In the event the Employer declares a vacancy in the bargaining unit of full time firefighters in the City, and having completed all of the requirements set out in the full time firefighters Collective Agreement, the Employer shall first offer the vacancy to volunteer firefighters prior to making the position available to persons not employed by the Employer. The selection criteria and the selection

process are within the sole discretion of the Employer and are not subject to the grievance and arbitration processes and do not constitute a "difference" between the parties. To facilitate the process, the vacancy shall be posted in all stations for a period of fifteen (15) calendar days.

- 12.08 It shall be the responsibility of the volunteer to keep Fire Administration informed of their current address, phone number and e-mail address (if one exists) at all times.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

In the event the volunteer is going to be unavailable for a period of up to sixty (60) days, the volunteer must notify the District Chief or designate in their absence of such unavailability. In the event the volunteer is going to be unavailable in excess of sixty (60) days, the volunteer must apply for a leave of absence in accordance with this Article.

The Employer in its sole discretion may grant a leave of absence without pay to any volunteer who has successfully completed the probationary period for legitimate personal reasons provided the volunteer can be spared having due regard for the proper and efficient operation of the Employer and the needs of the operation. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least four (4) weeks prior to commencement of the leave. This four (4) week period shall be waived in circumstances where such notice in advance is impossible. The application must clearly state the reason for the leave of absence, and the duration shall be for a maximum of six (6) months.

- 13.02 Upon returning from a leave of absence of six (6) months or more, the volunteer must comply with the Employer's Safe Return to Work policy on re-integration and complete core training catch up.
- 13.03 If a volunteer is absent from work due to an illness or injury, prior to the volunteer's return to work, a physician must confirm in writing to the Employer's satisfaction that the volunteer firefighter is completely fit in all respects to return to active duty. The Employer will provide the physician with documentation outlining the duties of the position.

Volunteers who are off work for an extended absence due to injury, illness or medical reason shall not attend Fire Department functions such as training, public education events and/or emergency response.

- 13.04 Pursuant to Article 13.03 above, the Employer reserves the right, which shall not be unreasonably exercised, to ask for a second medical opinion, from a physician mutually agreed upon by the Volunteer and the Employer, to confirm that the Volunteer is fit to return to active duty, and in the event of such request, the Employer shall pay the cost of the medical certificate.

13.05 Pregnancy, Parental and Adoptive Leave

The Employer shall grant an employee(s) a pregnancy leave and or parental leave in accordance with the *Employment Standards Act (ESA)* as amended.

a. Birth mother

- i. Pregnant employees (who have been employed for a minimum of 13 weeks) shall be entitled to up to 17 consecutive weeks of pregnancy leave and up to 61 consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the pregnancy leave.

b. Birth father and adoptive parent

- i. An employee who is the birth father, or an adoptive parent shall be entitled to up to 63 consecutive weeks of parental leave without pay taken within 78 weeks of the child's birth or date the child comes within the care and custody of the employee.
- ii. It is understood that the maximum allowable leave or combination of leave entitlement pursuant to this article shall be 78 continuous weeks.
- iii. In accordance with the ESA, a birth father could be on parental leave at the same time the birth mother is on either their pregnancy leave or parental leave.

13.06 Notice Requirements and Commencement of Leave

- a. The Employer will provide a leave request form for pregnancy and parental leave requests. An expectant employee will be required to provide a medical note indicating the due date from their medical practitioner. An employee who requests parental leave for adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

- b. An employee shall provide written notice at least four months in advance, of the intended commencement date of the pregnancy and or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- c. The employer may require a pregnant employee to commence an unpaid leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- d. Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, the pregnancy leave will be deemed to have started on the date of birth.

13.07 Return to Work

- a. An employee on pregnancy or parental leave shall provide four weeks notice prior to the date the employee intends to return to work.
- b. Upon return to work an employee shall be reinstated to their previous or a comparable position.
- c. The employee(s) anniversary date for purposes of probation or upgrading will be extended in accordance with the term of the leave.

ARTICLE 14 - CLASSIFICATIONS AND RESPONSE REQUIREMENTS

14.01 Upon the request of a volunteer, the Fire Chief, or their designate, shall provide a written letter to the volunteer's regular full-time or part-time Employer which will confirm for that Employer that the volunteer is a member of the department.

14.02 All volunteers must maintain a minimum attendance of thirty percent (30%) to all calls.

All volunteers must maintain a minimum attendance of sixty percent (60%) of scheduled station training. All volunteers must attend one hundred percent (100%) of mandatory training annually.

Attendance will be monitored on a quarterly basis:

- a. January 1 to March 31
- b. April 1 to June 30
- c. July 1 to September 30
- d. October 1 to December 31

Failure to meet the attendance requirements for calls and/or training in any two (2) consecutive quarters, and any successive quarter thereafter, shall result in the actions as outlined below, as well as being subject to the operation of Article 10.03.

Step	Measure and Time period	Consequence
Step 1	When either call response or training has fallen below minimums over 2 consecutive quarters.	Letter providing employee with their attendance percentages and a discussion with District Chief to form plan for improvement
Step 2	If attendance (call response or training) remains below minimums over next quarter	Letter providing employee with notification of need to improve attendance as per this article
Step 3	If attendance (call response or training) continues to remain below minimums over next quarter	Non disciplinary termination due to inability to meet attendance requirements

If an employee improves their attendance at Step 2, but then falls below again in next 2 quarters, the process resumes again at Step 1. If an employee receives 2 letters at Step 1 or step 2 in two (2) consecutive years, they will not move back to Step 1 a third time, but will be subject to Step 3.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the Volunteers in all matters dealing with Health and safety subject to the *Occupational Health and Safety Act, 1990* and the Regulations thereto.
- 15.02 Four (4) representatives from the bargaining unit shall participate on the Committee and the co-chair from the volunteer group shall be selected in accordance with the Employer's terms of reference.

ARTICLE 16 - TRAINING/CERTIFICATIONS

- 16.01 All volunteers are required to maintain certification in those areas determined by the Employer as necessary to provide the level of professional service of the department.

The City also agrees to pay for the initial and ongoing medical notes to meet MTO requirements to a maximum of \$75.00 per note.

ARTICLE 17 - HEALTH AND WELFARE

- 17.01 The Employer agrees to pay a percentage (as indicated below) of the monthly billed premium of the insurance plan set out below. Eligibility and entitlement under the following plan shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the insurance plan. Any dispute regarding reimbursement, coverage, eligibility, or any other matter, other than premium payment shall be between the volunteer and the insurance provider, and shall not be the subject of a grievance or arbitration, and does not constitute a difference between the parties.

17.02 VFIS

The Employer agrees to pay one hundred percent (100%) of the billed premium rate of a VFIS on-duty coverage insurance plan for each volunteer in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. The amount of coverage shall be \$200,000.00.

Employees wishing to enrol in the off duty shall notify the Employer by November 30 of any given year and the employee shall pay the Employer by December 15 prior to being enrolled. A failure to follow this process will result in the employee not being enrolled and the Employer shall bear no responsibility regarding same.

Workplace Safety and Insurance Board Coverage

The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) coverage at the maximum allowable rate as set by WSIB.

17.03 Change of Carrier

It is understood that the employer may anytime substitute another carrier for any plan provided the benefits conferred by each plan are not in total decreased.

17.04 The Employer shall maintain a Post-Traumatic Stress prevention and management program for the purpose of supporting the mental health, wellbeing and psychological safety of our employees.

17.05 The Employer shall also pay the premium cost of the VFIS volunteer firefighter member and family assistance program (MFAP) for all volunteers covered by this agreement.

ARTICLE 18 - PERSONAL PROTECTIVE EQUIPMENT

18.01 The Employer agrees to provide volunteers with the necessary Personal Protective Equipment that meets or exceeds the requirements of the applicable standard and regulation.

a. Personal Protective Equipment

- i. Helmet (volunteer firefighter yellow, volunteer captain red)
- ii. Gloves
- iii. Boots
- iv. Balaclava
- v. Bunker coat and pant ensemble

b. Pager with one spare battery

c. Work gloves

d. Flame resistant coveralls

e. SCBA mask and prescription eyewear bracket if required

f. Accountability tags and Identification card.

- 18.02 All items listed in Article 18.01 and any other Employer issued equipment is the property of the Employer and shall be returned upon retirement, resignation or termination.

Each volunteer firefighter shall be provided with current bunker gear (bunker coat and pant ensemble) for their regular use. In addition, each station shall contain a minimum of five (5) spare sets of bunker gear of various sizes for use when the volunteer firefighters' gear is temporarily out of service.

Newly hired firefighters will be provided with banded gear for their use during training and shall be sized for bunker gear during the recruit program. Spare gear, in the hall, can be utilized by a firefighter who has completed recruit training, in place of banded gear, unless required by a more experienced firefighter. If spare gear is not available, then banded gear will be worn in accordance with the Response Bunker Gear Standard Operating Guideline (SOG).

- 18.03 Upon completion of Recruit Training, a volunteer firefighter will be issued the following clothing allotment:

- a. One (1) pair of fatigue pants
- b. One (1) dress shirt
- c. One (1) t-shirt
- d. One (1) tie
- e. One (1) pair epaulettes
- f. One (1) pair shoulder flashes

These items shall be replaced on an as needed basis, as determined by the Employer.

ARTICLE 19 - WAGES

- 19.01 The wage rates set out in Schedule "A" for Volunteers in the bargaining unit are attached hereto and forms part of this Agreement.

- 19.02 The Employer shall pay vacation pay pursuant to the *Employment Standards Act*.

- 19.03 Volunteer firefighters may be designated by the Station Coordinator to deliver training and when this occurs the volunteer will be paid one (1) hour at their regular hourly rate for the purpose of preparation in advance of delivering the

training. The Station Coordinator may request from the District Chief, or designate in their absence, to have additional time considered for approval.

ARTICLE 20 - SENIORITY

- 20.01 For the purpose of this agreement, seniority shall be determined by an employees' date of hire into this bargaining unit.
- 20.02 In the event there are employees with the same seniority date and the employer needs to determine who is more senior for that circumstance, the names shall be drawn from a hat with a representative of the Union present.

20.03 Seniority Lists

The Employer shall prepare and maintain a seniority list covering all employees (by hire date and then alpha order by last name), within the bargaining unit and will post a current copy on the bulletin boards on or before January 31st and July 31st of each year. The list shall include date of hire, current assigned station, seniority, and job classification. A copy of the list will be forwarded to the Union.

ARTICLE 21 - MISCELLANEOUS

21.01 Bulletin Boards

The Employer shall designate Bulletin Board space in each volunteer and composite station for the posting of legitimate Union notices. Such notices shall be signed by a member of the Union. Information that could be considered political in any way, or pertains to a matter that the Employer considers inappropriate, can be removed by the Employer.

- 21.02 Employees required to use their personal vehicle to attend scenes (in accordance with Schedule "B") shall be reimbursed the difference between the cost incurred to purchase business insurance versus what they would have been required to pay for regular insurance to a maximum of \$150 per year. To receive such payment, the employee shall provide the original receipt and documentation sufficient to the Employer to demonstrate such cost increase. The employee is responsible to make all efforts to request the insurance provider to waive the premium increase in accordance with Public Fire Safety Guidelines.

21.03 Immediately prior to the quarterly Station Coordinators with the Employer, Station Coordinators shall be permitted one (1) hour to meet amongst themselves to prepare for the meeting. Station Coordinators shall be paid their regular hourly rate to attend such meetings.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall remain in effect to and including December 31, 2026. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

Signed at Lindsay, ON, this _____ day of _____, 2024.

The Corporation of the City
of Kawartha Lakes

Canadian Union of Public
Employees Local 5453



SCHEDULE "A"

Classification	2023	2024	2025	2026
Basic	\$22.71	\$23.91	\$26.07	\$26.85
Advanced	\$26.46	\$27.77	\$30.04	\$30.95
Captain	\$29.15	\$30.54	\$32.90	\$33.88
Station Coordinator	\$29.15	\$30.54	\$32.90	\$33.88

Basic

A newly hired volunteer firefighter will be paid at the Basic level of remuneration until the volunteer firefighter has successfully completed the probationary period (a minimum of one (1) full year of service.) They must attain a DZ license, Emergency First Responder (EFR) certifications, and completed Mandatory Training, attend thirty percent (30%) of paged calls, attend sixty percent (60%) of scheduled training meetings, and shall participate in the training programs prescribed and required by the department.

Advanced

Following successful completion of the probationary period (a minimum of one (1) full year of service), and having successfully met all of the conditions and requirements of a Basic Firefighter. Advanced level volunteer firefighter must maintain their DZ license, Emergency First Responder (EFR) certifications, and completed Mandatory Training, thirty percent (30%) attendance of paged calls, and sixty percent (60%) attendance at scheduled training meetings.

Station Coordinator/Captain

A promotion to the Station Coordinator /Captain rank in the volunteer firefighter service shall be based on the criteria set out in Article 12, and shall be paid at the Station Coordinator /Captain rate.

SCHEDULE "B"
HOURS OF EMPLOYMENT AND RESPONSIBILITIES

1. Emergency Response Calls

- a. A volunteer firefighter will respond to an alarm when they are available to respond. Each firefighter shall determine at their discretion when they are available to respond to an alarm, subject to the minimum attendance requirements set out in the Agreement.
- b. When a Volunteer Firefighter responds to an emergency event, payment shall begin once the page is sent. If a volunteer is contacted by some other means and responds, then payment shall begin at the time they are contacted.
- c. Volunteers shall receive a minimum of two (2) hours pay for every Fire and Emergency event to which they are dispatched, and payment in quarter hours for any time beyond the second hour.
- d. Any additional calls within the two (2) hour time frame is not eligible for the minimum two (2) hour payment, unless the volunteer has been released from the first call.
- e. Subject to Paragraph 1(b) above, payment for emergency response shall conclude at:
 - i. The time that the volunteer firefighter left the scene and ceased involvement in the call; or
 - ii. If required to return to the station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that volunteer is released from duty by the ranking officer in charge in the station.
- f. When a volunteer firefighter responds to the station and either:
 - i. Attends at the scene of the call and is then directed to return to the station; or
 - ii. Has remained in the station

they shall remain at the station until released by the officer in charge, or their designate, to be eligible for payment in accordance with the above

paragraphs. While at the station the volunteer shall complete the duties assigned to them.

- g. In the absence of a Captain, the Sr. Firefighter acting as Officer in Charge shall be paid at the Captain rate.
- h. In the event a training night is disrupted by an emergency response, volunteers shall not receive simultaneous payment for training and the response. Firefighters that leave the training event to attend to the emergency call shall be paid from the time that they leave the station until they return to station. If the call goes beyond the end of the scheduled training, then the volunteers that responded shall receive the minimum (2) hour payment described, (or until the end of the call, whichever is greater) and payment for the actual time spent training prior to the emergency call.

Volunteer Firefighters shall be paid at the rate of time and a half (1.5X) when they respond to a call on a public holiday. Public holidays are those as defined by the *Employment Standards Act*.

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Such premium payment shall begin once the page is sent on the defined public holiday (between the hours of 00:00 - 23:59) and will remain in effect until the call is ended in accordance with Schedule "B".

- i. All firefighters assigned to a station will be known as the employee's workplace for a starting location for mileage to and from training events and emergencies.

2. Training - Weekly Events

- a. Volunteers shall each be paid to attend up to six (6) hours of regularly scheduled weekly training events per month that each volunteer will attend at their discretion, subject to attendance requirements as established by the parties. The volunteers at each station shall on their own determine the schedule of training for each year, and shall publish this schedule prior to the beginning of the calendar year.

- b. Volunteers may attend training at another station in order to obtain training deemed mandatory.
- c. Training hours shall be paid at the regular rate that the volunteer is entitled to receive, pursuant to Schedule "A".

3. Training – Other

For training events that are authorized by the Fire Chief and take place at some time other than the scheduled weekly training event, the Employer shall pay volunteers for all such hours at the rate identified at Schedule "A", to a maximum of eight (8) hours of pay for attendance at a single event in a day.

4. Station Coordinator and Captains

- a. Each Station Coordinator shall be allotted up to eight (8) hours per month to complete administrative duties, and reports or to attend officers meetings which will be scheduled to occur quarterly. Such hours shall be paid at the rate described in Schedule "A".
- b. Each Captain shall be allotted up to two (2) hours per month to complete administrative duties, and reports or to attend officers meetings which will be scheduled to occur quarterly. Such hours shall be paid at the rate described in Schedule "A".

5. Fire Prevention

Volunteers that are assigned to participate in fire inspections, education, or other prevention duties shall be paid for all such hours, the rate to which the volunteer is identified in Schedule "A".

6. Witness Duty

A volunteer subpoenaed to act as a witness in a criminal or civil court proceeding in connection to their volunteer firefighter service with the Employer, and whose wages are not continued by their regular Employer shall be compensated at their regular rate, set out in Appendix "A" for each hour of required attendance, less any payment received for witness duty.

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter referred to as “the Employer”)

and

CUPE, LOCAL 5453

(hereinafter referred to as “the Union”)

RE: “D” LICENSE WITH “Z” ENDORSEMENT

Notwithstanding the provision of Article 16.01(c), the parties acknowledge that at the time of signing this Collective Agreement expiring December 31, 2022, there are volunteer firefighters, who have passed the probationary period, who, through no fault of the Employer or the volunteer firefighter, do not possess a 'D' license with a 'Z' endorsement.

While it is the obligation of the Volunteer Firefighter to obtain, and maintain this certification as a condition of employment, the Employer, on a without prejudice basis, will extend the timeline for those Volunteers who have passed the probationary period and are currently without this license and endorsement to achieve the license and endorsement within twelve (12) months from the ratification of the Collective Agreement, save and except individuals who do hold an exemption from this criteria under a previous agreement.

Signed at Lindsay, ON, this _____ day of _____, 2024.

For the Employer

For the Union


