



COLLECTIVE AGREEMENT

Between
THE CITY OF HAMILTON

and
CLAC LOCAL 911

DURATION: January 1, 2020 – December 31, 2023

COLLECTIVE AGREEMENT

Between

THE CITY OF HAMILTON

(hereinafter referred to as "the City")

and

**GREATER HAMILTON VOLUNTEER FIREFIGHTERS
ASSOCIATION, CLAC LOCAL 911**

(hereinafter referred to as "the Union")

DURATION: January 1, 2020 – December 31, 2023

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City, the Association and the volunteer firefighters, to provide for settlement of grievances and to maintain satisfactory working conditions, wages and benefits for all volunteer firefighters subject to this Agreement.
- 1.02 The parties recognize that the provisions contained herein shall be interpreted in accordance with the *Ontario Labour Relations Act*, the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Workplace Safety and Insurance Act*.
- 1.03 In recognition of the mutually advantageous relationship of the parties, the City agrees to share equally with the Association in the costs of printing Collective Agreement booklets.

ARTICLE 2 - RECOGNITION

- 2.01
- a. The City recognizes the Association as the sole bargaining agent for all volunteer firefighters as defined by subsection 1(1) of the *Fire Protection and Prevention Act, 1997 (FPPA)*, employed by the City of Hamilton.
 - b. The parties recognize that certain fire-fighting work customarily or normally performed by volunteer firefighters within the bargaining unit has also been

recurrently performed by persons employed by the City of Hamilton, who are not volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act;

- c. The parties therefore recognize that work customarily or normally performed by volunteer firefighters within the bargaining unit will from time to time be performed by persons employed by the City of Hamilton, who are not volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act. Such persons may be utilized in circumstances of a major fire(s) or other emergency where there are no bargaining unit persons reasonably available or available in sufficient numbers for a timely response for fire protection or other emergency services within their defined geographic areas.
- d. The parties acknowledge that the areas or boundaries serviced by volunteer firefighters are established by City of Hamilton Council, based upon the determination of urban, suburban and rural designations and service levels. Where amendments to the boundaries are being, or will be considered by City Council, the Fire Chief or their designate, when possible, will advise the Association that such amendments are being entertained. The parties acknowledge that the administration of this provision or failure to administer this provision, or allegation of same, will not impede or interfere with a decision of City Council and will not result in a grievance.

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. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

2.03 The City and the Association agree that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Association.

2.04 If the City creates a job that properly fits within the scope of this Collective Agreement, the City shall assign a temporary wage rate to the position and advise the Association in writing.

The temporary wage rate shall become the permanent rate six months after the rate is first established. Should the Association disagree with the assigned rate, the Association shall have thirty (30) calendar days from the date of notification to serve written notice on the City that they wish to challenge the assigned rate.

2.05 Having been served notice of the challenge, the City and the Association shall attempt to negotiate the wage rate of the new position. If the parties are unable to do so, the matter may be referred to a sole arbitrator, who shall have full remedial power to deal with the unresolved issue.

2.06 The Association acknowledges that it is the exclusive right of the City to manage the operation of its Hamilton Fire Department and this right includes, but is not limited to, the right to move, remove or add resources, including but not limited to vehicles, equipment and staffing levels, and the right to hire, lay off, fire, promote, demote and suspend

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volunteer firefighters provided that a claim by any volunteer firefighter that they have been disciplined or discharged without just cause may be the subject of a grievance.

- 2.07 Where the City and another union representing city volunteer firefighters enter into a legal proceeding (including a grievance) where the outcome might affect this bargaining unit, the City shall give the Association adequate notice and an opportunity to make representations.
- 2.08 The Association agrees that there shall be no interference with the City's business.
- 2.09 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized Officers, representatives, and volunteer firefighters represented by the Association and pledges that it, each of its duly authorized Officers and representatives, and all volunteer firefighters falling within the terms of this Agreement will observe the provisions of this Agreement.
- 2.10 Sixty (60) days prior to their 60th birthday, the City will provide an information package and medical questionnaire that must be completed by the volunteer firefighter's physician and submitted to the City no later than their 60th 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 verify that they are able to meet the reasonable performance standards set by the City.

ARTICLE 3 - DEFINITIONS

- 3.01 The word “volunteer firefighter(s)” shall mean a person(s) employed as described in Article 2 of this Agreement. For the purpose of this Agreement, the words “volunteer firefighter” shall refer to any volunteer firefighter in any rank or classification.
- 3.02 The phrase “probationary volunteer firefighter(s)” shall mean a volunteer firefighter(s) who has not completed the probationary period prescribed in this Agreement. Probationary volunteer firefighters will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.
- 3.03
- a. The term “volunteer Station(s)” in this Agreement will refer to any fire hall where only volunteer firefighters are employed.
 - b. The term “composite Station(s)” in this Agreement will refer to any fire hall where both volunteer firefighters and full-time firefighters are employed.
- 3.04 The phrase “calendar day(s)” when used in this Agreement shall be all days including Saturdays, Sundays and holidays.
- 3.05 The phrase “official of the Association” as used in this Agreement shall be understood to include both local board members who are appointed by the Association, and stewards appointed in accordance with this Agreement.

3.06 For the purpose of this Collective Agreement, the phrase “CLAC Representative” shall mean volunteer firefighters of CLAC.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 During the term of this Agreement and while negotiations for a further agreement are taking place, the Association shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the City’s operation through its members.

4.02 During the term of this Agreement and while negotiations for a further agreement are taking place, the City shall not lock out any of the volunteer firefighters or deliberately restrict or reduce hours of work or deliberately layoff volunteer firefighters when such layoff is not warranted by the workload.

ARTICLE 5 - ASSOCIATION SECURITY

5.01 Neither the City nor the Association will compel volunteer firefighters to join, or not to join, the Association. The City will not discriminate against any volunteer because of Association membership or lack of it. All new volunteers will be informed of the contractual relationship between the City and the Association at the time they are hired.

5.02 The City is authorized and shall deduct from each pay an amount equal to Association dues from each volunteer firefighter’s pay. Such deductions shall begin at the time of hire. The City shall also deduct any initiation fees, as authorized by the Association. The total amount checked off

will be remitted to the Association by the fifteenth (15th) of the month following the month in which such dues or initiation fee were deducted. The City shall also include an itemized list of volunteer firefighters from whom the deductions were made and the amount deducted from each. The City shall forward such deductions as directed by the Association. The City shall be saved harmless for all deductions made under this Article. The Association will provide written notice to the City of its desire to amend the maximum dues payable in a calendar year. Such notice shall be provided by December 15th of the year preceding the year such change is to take effect.

- 5.03 The City will include on each volunteer firefighter's T4 slip, the total of Association dues and fees deducted.
- 5.04 Volunteer Firefighters who cannot support the Association because of conscientious objection, as determined by the Association's internal guidelines, may apply to the Association in writing.
- 5.05 In consideration of the deducting and forwarding of Association dues by the City, the Association agrees to indemnify and save harmless the City against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 - ASSOCIATION REPRESENTATION

- 6.01 For the purpose of representation with the City, the Association shall function and be recognized as follows:
 - a. The Association may appoint or elect up to one steward per volunteer or composite Station. Stewards are

representatives of the volunteer firefighters in certain matters pertaining to this Agreement, including the processing of grievances. Only those volunteer firefighters who have successfully completed the probationary period shall be eligible to be a steward.

- b. CLAC Representatives are representatives of the volunteer firefighters in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the volunteer firefighters' collective bargaining rights as well as any other rights under this Agreement and under the law. Permission to attend on the City's premises must be obtained through the Fire Chief or their designate and such permission will not be unreasonably withheld.
- c. It is agreed that the Association will elect or otherwise select a bargaining committee consisting of four (4) volunteer firefighters and two (2) alternate volunteer firefighters. All members of the bargaining committee shall be active volunteer firefighters and shall have completed probation.
- d. The City agrees to pay the applicable rate of pay to up to two (2) officials of the Association for time spent attending grievance, mediation and labour management meetings. Payment for attendance at labour management meetings shall be restricted to three (3) hours duration.

6.02 The Association agrees to notify the City in writing of the names of its officials and the effective dates of their appointments.

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- 6.03 The City will provide a bulletin board conspicuously placed in each volunteer Station and composite Station for the exclusive use of the bargaining agent for legitimate Association business. The Association agrees that defamatory or libellous statements concerning the City/Hamilton Fire Department and its Officers shall not be placed on bulletin boards.
- 6.04 The City shall, upon one week's notice, permit representatives of the Association to attend regular training nights and provide up to one-half (½) hour to discuss Association affairs. Members will not be paid for the time used to discuss such affairs.
- 6.05 Without limiting the rights of the City in Article 2, it is further recognized that the City may meet periodically with the volunteer firefighters for the purpose of discussing any matters of concern to the City. Where those matters are of mutual interest to the Association, an official of the Association or a CLAC Representative may attend such meetings.

ARTICLE 7 - GRIEVANCE PROCEDURE & ARBITRATION

- 7.01 The parties to this Agreement recognize the stewards and the CLAC Representatives specified in Article 6.01 as the agents through which volunteer firefighters shall process their grievances and receive settlement thereof.
- 7.02 A volunteer firefighter having a question or a complaint that has not already been dealt with through the normal chain of command shall refer it to the Area Commander or their

designate. The volunteer firefighter shall have the option of having a steward present.

7.03 Step 1

If the question or complaint is not resolved after discussion with the Area Commander, then the volunteer firefighter, accompanied by a steward or CLAC Representative, will submit a written grievance to the Fire Chief or their designate within ten (10) calendar days of the act or condition causing the grievance. Within fourteen (14) calendar days of the written submission the parties will meet to attempt resolution of the grievance. The Fire Chief or their designate will issue a response in writing to the Association within ten (10) calendar days of the meeting. In the event the grievance is denied or the Fire Chief or their designate fails to respond, the grievance may be submitted to Step 2 of the grievance process.

7.04 Step 2

If the grievance is not settled under Step 1, the Association may within ten (10) calendar days submit a written grievance to the Director of Employee and Labour Relations or their designate. The parties shall meet within fourteen (14) calendar days from the date of submission of the grievance. The Director of Employee and Labour Relations or their designate shall notify the Association of their decision in writing within ten (10) calendar days following said meeting. In the event the grievance is denied or the Director of Employee and Labour Relations or their designate fails to respond, the grievance may be submitted to mediation.

7.05 The time limits as prescribed may be extended by mutual agreement of the parties in writing.

- 7.06 Where a deadline pursuant to this Article falls on a day when the City's normal administrative operations are closed, such deadline will automatically fall on the next business day.
- 7.07 A "Group Grievance" is defined as a single grievance, signed by a steward or CLAC Representative on behalf of a group of volunteer firefighters who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 7.08 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to Step 2 of the grievance process. Such Policy Grievance shall be signed by a steward, or a CLAC Representative, or in the case of a City Policy Grievance, by the City or its representative.
- 7.09 If a grievance remains outstanding after Step 2 of the grievance procedure, the parties may by mutual agreement refer the grievance to mediation. The party requesting mediation shall send notice of its desire to refer the grievance to mediation within fourteen (14) calendar days after receipt of the written decision at Step 2, or within fourteen (14) calendar days after a decision should have been issued. The parties agree that all expenses arising from the appointment of the mediator shall be shared equally.
- 7.10 The parties shall mutually select a mediator. If the parties cannot agree on the selection of a mediator within a reasonable time frame, either party may apply to the Ministry of Labour to request that an arbitrator be appointed. At that

point, the matter shall proceed to arbitration in accordance with Article 8, except that the provisions of Article 8.02 shall not apply.

- 7.11 Upon mutual consent of the parties, nothing within this Agreement shall prevent a mediator from serving in the capacity of an arbitrator in accordance with Section 50 of the *Labour Relations Act, 1995* as amended from time to time.

ARTICLE 8 - GRIEVANCE ARBITRATION

- 8.01 If the parties fail to settle the grievance at mediation, the grievance may be referred to arbitration under the following procedure. If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings.
- 8.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after failure to settle at mediation.
- 8.03 All arbitrations shall be heard by a single arbitrator. If the parties do not agree upon a single arbitrator within ten (10) calendar days after receipt of the said notice, a request for the appointment of the single arbitrator shall be made by request to the Minister of Labour for Ontario.
- 8.04 Notices of desire to arbitrate shall be served personally or by registered mail. If served by registered mail, the date of receipt shall be deemed to be the date of service.
- 8.05 Where the arbitrator is of the opinion that there is proper cause for disciplining an volunteer firefighter, but considers the penalty imposed too severe in view of the volunteer

firefighter's employment record and the circumstances surrounding the discharge or suspension, the arbitrator may substitute a penalty which is in its opinion just and equitable.

8.06 Each of the parties agrees to equally share in the cost of the arbitrator.

8.07 Nothing in this Article shall prevent either party from referring a grievance to arbitration under section 49 of the *Ontario Labour Relations Act, 1995*.

8.08 No arbitrator shall have the right to alter the provisions of this Agreement.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 When the attitude or performance of a volunteer firefighter calls for a warning by the City, the warning shall be a written one. An official of the Association shall be present when any discipline is issued. The right to representation at a disciplinary meeting may be waived by the volunteer firefighter.

9.02 Within seven (7) calendar days following a warning, the volunteer firefighter, if they have completed the probationary period, may process a complaint about the warning via the grievance procedure.

9.03 Within fourteen (14) calendar days following a suspension or discharge, the Association may process a grievance via Step 2 of the grievance procedure provided the volunteer firefighter has completed the probationary period.

- 9.04 Warnings or suspensions appearing in a volunteer firefighter's personnel file shall be removed two (2) years from the date issued if no other discipline has been issued within that period. A temporary demotion in rank or to a lower classification of volunteer firefighter shall be equivalent to a disciplinary suspension.
- 9.05 The City shall forward copies of all written discipline to the Association.

ARTICLE 10 - VOLUNTEER FIREFIGHTER STATUS

- 10.01 All new Volunteer Firefighters who are participating in recruit training shall be considered as probationary throughout the training period.
- 10.02 All new Volunteer Firefighters shall serve a probationary period of twelve (12) calendar months from their date of successful completion of the recruit training program. After having been assigned to their Station, Volunteer Firefighters will be evaluated by their Station Captain. The first evaluation shall occur within three (3) months after being assigned to the Station, the second evaluation shall be completed six (6) months after the completion of the first evaluation, and the third evaluation shall be completed nine (9) months after the completion of the first evaluation.
- 10.03
- a. Upon the successful completion of the probationary period, the new volunteer firefighter will be classified as a 4th Class volunteer firefighter and thereafter shall be promoted to the next class of volunteer firefighter in accordance with Schedule "C"; attached to this Agreement.

- b. All volunteer firefighters shall obtain a minimum driver's license classification of DZ prior to the completion of their probationary period. The City agrees to provide the licence training through the department's Training Division. In the event a probationary volunteer firefighter chooses to seek training externally during the probationary period in order to meet the minimum DZ requirement, the City agrees to contribute to the cost of a Ministry of Transportation Ontario (MTO) approved training course to a maximum of \$1,000. The City also agrees to pay for the initial medical to meet MTO requirements. Any other costs required to upgrade or maintain the minimum license class of DZ shall be paid by the volunteer firefighter. The City also agrees to reimburse up to \$125 for subsequent medical costs associated with maintaining the minimum DZ licence as required by the MTO.

10.04 Volunteer firefighter status will be lost and the employment relationship terminated if a volunteer firefighter:

- a. Quits, resigns or retires;
- b. Is discharged for just cause;
- c. Fails to report to work within a period of ninety (90) calendar days;
- d. Fails to meet the attendance requirements as defined in Article 17;
- e. Fails to return after an approved leave of absence;

f. Fails to successfully complete the probationary period. Termination of employment pursuant to this provision shall not become the subject of a grievance.

10.05 In the event the City amalgamates with any other municipality, undergoes division into separate municipalities or otherwise undergoes a political or legal re-organization, the City will use its best efforts to preserve the employment rights of the volunteer firefighters.

10.06 Upon request, the City will provide the Union a list of active Volunteers and Retirees. Such list will be provided within two (2) weeks of the request.

ARTICLE 11 - LAYOFF AND RECALL

11.01 No volunteer firefighter shall be laid off or terminated as a result of the City contracting out any of its work or services to person(s) not employed by the City of Hamilton.

11.02 In the event of a change in emergency response service delivery where the work customarily or normally performed by volunteer firefighters within the bargaining unit is modified, reduced, or eliminated through the performance of that work by persons employed by the City of Hamilton who are not volunteer firefighters within the meaning of subsection 1(1) of the FPPA, namely firefighters within the meaning of Part IX of the above Act, the volunteer firefighters:

a. Shall not be laid off;

b. Shall be offered a transfer to another volunteer or composite response Station(s). Where possible, the

transfer shall be to the Station nearest the volunteer firefighter's residence; and,

- c. Shall have the performance standards for call response waived for a period of six (6) months from the time of transfer.

11.03 In the event of a layoff or recall from layoff, the Area Commander, in consultation with the Station Captain shall, determine the order of the layoff(s) or recall. In determining the order the following factors shall be considered:

- a. Length of service
- b. Skill, ability, qualifications and experience
- c. Call response history
- d. Training Attendance, including completion of required training
- e. Time-of-day availability
- f. Physical capabilities
- g. Professional development
- h. Distance from the Station hall.

Where the above factors are relatively equal, the least senior volunteer firefighter shall be laid off first and recalled last.

Notwithstanding the above, all probationary volunteer firefighters at the affected Station shall be laid off first and recalled last.

No new volunteer firefighters shall be hired into a Station while any volunteer firefighter from that Station is on layoff.

11.04 A volunteer firefighter will be deemed to have resigned if, after layoff, they fail to acknowledge their availability to

report to work within ten (10) calendar days after notice of recall is deemed to have been received and further, if they fail to report within thirty (30) calendar days after notice or recall is issued, as set out above.

ARTICLE 12 - JOB POSTING

12.01 When an Officer position is created, or an existing Officer position becomes permanently vacant, the City will fill the position with the next qualified person on the promotional list in effect at the time of the vacancy for the station, within six (6) weeks of the vacancy being declared. When a temporary vacancy is declared in an Officers position, the vacancy will be filled by the next qualified person from the promotional list for the station in an acting capacity.

12.02 The closing date of the posting shall be entered on the notice when it is posted. All necessary details relevant to the vacancy or new classification shall be entered on the notice when it is posted. The City will notify the Association in writing if a vacancy is declared redundant. Within ten (10) calendar days after the completion of the selection process, the City shall identify the successful applicant.

12.03 In determining the successful candidate, preference will be given to volunteer firefighters in the primary response area. Persons appointed to evaluate the candidates shall consider the following criteria equally:

- a. Skill and ability;
- b. Attendance at alarms;
- c. Attendance at training; and,
- d. Unbroken length of service.

Where the criteria at (a), (b), and (c) are equal, unbroken length of service shall be the determinative factor.

- 12.04 Where there are insufficient qualified applicants identified through 12.01, other classes of firefighters may be considered at the sole discretion of the Fire Chief or designate. Such decisions shall be communicated with the local executive prior to implementation. If no applications for a vacant position are received from eligible volunteer firefighters, or if none of the applicants is awarded the vacancy, the City shall appoint a competent volunteer firefighter to the position, with the consent of that volunteer firefighter who shall then serve as the “acting” person, until the City is able to fill the position on a permanent basis. For the purpose of designating an “acting” person, no volunteer firefighter shall be prevented from serving in two capacities. In the event that an “acting” officer is unable to fulfil their duties for a period of more than sixty (60) days, the acting officer shall be replaced with a competent volunteer firefighter from that station.
- 12.05 In the event that there are multiple officer postings at a station and one of the postings is for a Station Captain, the Station Captain vacancy shall be filled first.
- 12.06 A volunteer firefighter who is awarded a posted position in accordance with the foregoing will be subject to a trial period of six (6) consecutive months. At any time during the trial period, the volunteer firefighter may be transferred back to their former position either at their own request or at the request of the City. When a volunteer firefighter who is not a 1st Class firefighter is promoted to the position of Officer, the City may extend the trial period beyond six (6) months and

until the Officer would have normally become a 1st Class volunteer firefighter.

12.07 Notwithstanding anything in this Article, in the event the City hires additional full-time firefighters within the bargaining unit of the Hamilton Professional Firefighters Association, a percentage of the positions available will first be offered to the volunteer firefighters, provided they meet the general criteria for hiring into this job classification. As a minimum, the number of positions offered to volunteer firefighters shall be a percentage reflective of the number of residents in the population base within the City of Hamilton as defined in Article 2.01d. From the 2001 population census, this value would be 25%. The parties shall review this value and adjust it, if necessary, every 4 years to ensure it reflects the current population distribution and volunteer service areas at that time.

Potential applicants must meet the following general criteria:

- a. Successful completion of the volunteer firefighter's probationary period under this Agreement;
- b. Successful completion of the applicable aptitude/job suitability test;
- c. Successful completion of the applicable medical and fitness test, and;
- d. Possession of a valid DZ driver's license.

12.08 The parties agree that the members included in Schedule "B" of this Agreement may apply and compete for any City of Hamilton positions once any requirements(s) regarding posting contained within any other applicable Collective Agreement has been complied with. For greater clarity the

parties recognize that Association members will be viewed as internal City candidates.

- 12.09 An Officer may step down from this current position to assume a volunteer firefighter position, without rank, at the applicable rate of pay, thirty (30) calendar days after submitting notice in writing to the Area Commander.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 A volunteer firefighter who has completed the twelve (12) month probationary period may request a leave of absence from the City without pay for a period of up to twelve (12) months and such requests will not be unreasonably denied. The City will take into consideration the operational needs of the service. Requests must be submitted in writing to the Area Commander at least twenty (20) calendar days prior to when the leave of absence is to commence. The City, at its discretion, may waive this notice period.
- 13.02 Volunteer firefighters on a leave of absence will be given the option of maintaining health and welfare coverage at their own expense.
- 13.03 A request for a second leave of absence within twelve (12) months of another leave of absence shall be evaluated on a case by case basis. Such requests shall be considered by the City and will not be unreasonably denied.
- 13.04 Authorized leaves of absence granted under this Article or leaves related to personal or family medical urgencies, military reservist leaves, jury duty, or other leaves of absence deemed acceptable by the City will allow a volunteer

firefighter's attendance requirements to be frozen in relation to Article 17 in determining compliance to the attendance requirements. Evidence of such leaves, reasonable under the circumstances, may be required. Requests for such leave will be submitted to the Deputy Chief. The Station Captain will be duly notified of the volunteer's leave approval.

ARTICLE 14 - HOURS OF WORK, CLASSIFICATIONS AND RATES OF PAY

- 14.01 Volunteer firefighters shall be paid for all hours that are described in Schedule "A", and in accordance with wage rates described in Schedule "B".
- 14.02 Any volunteer firefighter appointed to serve as the Acting Training Captain, Acting Captain or Acting Station Captain shall be paid the corresponding rate of pay for that Captain, Training Captain or Station Captain position for the duration of that appointment. The parties agree that where the Station Captain will be absent for a period of longer than twenty-four (24) hours, an Acting Station Captain shall be appointed.
- 14.03 Any volunteer firefighter approved to provide instruction or act in the capacity of lead or participate in the Volunteer Firefighter Recruit Training Program in the role of Group Training Coach or Station Mentor or at the weekly training night shall be paid their regular rate of pay, or the Training Captain rate of pay for hours that they provide such instruction, whichever is more.
- 14.04 A minimum of one (1) hours pay shall be paid to any volunteer firefighter that responds to the Station to respond

on an apparatus, responds directly to the emergency scene, or stands by at the Station.

In the event that the volunteer firefighters are released from responding to a call before arriving at either the scene or to the Station, they shall be required to sign in at the Station in order to verify their attendance to the call and to receive payment for that response.

The Station Captain or their delegate shall not normally authorize payment for a volunteer firefighter that did not respond within fifteen (15) minutes from the time of dispatch to a call from which the volunteer firefighters were released before arriving. If the Station Captain or designate does authorize pay for a response beyond fifteen (15) minutes, they shall provide explanation to the Area Commander.

- 14.05 The first hour of pay shall be as defined in Article 14.07 below. If the duration of the incident or the duration of the volunteer firefighter's involvement in the incident lasts longer than the first hour, then payment shall be made based upon actual time worked.
- 14.06 Volunteer firefighters that responded to the call shall remain at the Station for sixty (60) minutes at the discretion of the Station Captain or designate, and shall complete duties as assigned by the volunteer Station Captain or their designate.
- 14.07 Time paid for work during an alarm shall be based on:
- a. From the 'Time of Dispatch', if the volunteer firefighter responds directly to the Station or emergency scene when notified by pager of an alarm; or

- b. From the time they are requested to respond during an active alarm for the purposes of assistance on the scene or relief of other staff; until either
 - i. The time that the volunteer firefighter left the scene and ceased involvement in the alarm; 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 firefighter is required to assist with that work and is released from duty.

ARTICLE 15 - HEALTH & SAFETY

- 15.01 The City and the Association agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the volunteer firefighters in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act* 1990 R.S.O. of Ontario and the Regulations thereto.
- 15.02 The committee shall be made up of worker representatives, one elected from each Station, and management representatives who shall meet quarterly to discuss the aforementioned matters. All time spent in committee meetings shall be paid at the applicable hourly rate.

ARTICLE 16 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL

- 16.01 The City will provide each volunteer firefighter with personal protective equipment in accordance with the *Ontario Occupational Health and Safety Act*.

16.02 A volunteer firefighter that completes ten (10) years of service shall be given their helmet upon retirement.

16.03 Clothing will be replaced on an item-for-item basis when worn or damaged up to the quantity of the article of clothing as listed below based on the volunteer firefighter's years of service. If an article of clothing is no longer available due to a change in uniform, a substitute item that provides similar functionality will be provided. The volunteer firefighter is responsible for security of their uniform and shall return all uniform and fatigue clothing issued should they resign from the department or their employment is terminated by the City. Fatigue and uniform clothing shall only be worn as outlined in Department Policy.

16.04 A probationary volunteer firefighter participating in Volunteer Recruit Training shall be issued:

- Two (2) fatigue pants
- Five (5) t-shirts (any combination of long or short sleeve)
- One (1) belt

16.05 A probationary volunteer Firefighter, upon Graduation from Volunteer Recruit Training shall be issued:

- Two (2) fatigue pants
- One (1) fatigue shirt (short sleeve)
- One (1) fatigue shirt (long sleeve)
- One (1) outer wear – 30' parka
- One (1) dress cap
- Two (2) breast badges
- One (1) cap badge
- One (1) baseball cap

- One (1) toque
- Photo ID

16.06 All volunteer firefighters who achieve, or have achieved the rank of First Class firefighter shall be issued:

- One (1) dress tunic
- One (1) dress pant
- One (1) dress shirt – (choice of long or short sleeve)
- One (1) job shirt
- One (1) tie

16.07 All volunteer firefighters who are or become an Officer shall be issued:

- One (1) dress shirt – (choice of long or short sleeve)
- Three (3) breast badges
- Four (4) sets of epaulets
- One (1) Officer cap badge
- One (1) silver strap for dress cap
- Provision will be made to put appropriate striping on tunics
- One (1) set of collar dogs
- Updated photo identification

Those who successfully pass and qualify for promotion to Captain will be issued the following supplementary items to be worn while acting:

- One (1) Acting Captain name tag
- Two (2) sets of epaulets

16.08 Each volunteer firefighter and volunteer firefighter Officer shall be issued safety footwear, as determined by the City, at

the time of hire which shall be replaced once every five (5) years.

ARTICLE 17 - ATTENDANCE REQUIREMENTS

- 17.01 Volunteer firefighter attendance to alarms and training will be recorded and reviewed on a quarterly basis. Volunteer firefighter attendance to Station duties will be recorded and reviewed on an annual basis. Failure to meet the minimum attendance requirements for one (1) quarter to alarms and training may result in disciplinary action, beginning with a counselling session. Failure to meet the minimum attendance requirements on an annual basis for Station duties may result in disciplinary action, beginning with a counselling session. A subsequent repeated failure to meet any of the minimum attendance requirements for the measurement periods shall result in further progressive discipline up to and including termination. The City reserves the right to require Volunteers to provide evidence to substantiate that they could not attend calls.
- 17.02 Each volunteer firefighter shall attend a quarterly minimum of:
- a. 25% of all Station emergency responses. Credit will be given to a volunteer firefighter that responds to an emergency response from another Station.
 - b. 50% of the weekly training nights for their assigned Station as described in Schedule "A".

- c. 25% of the regular scheduled Station duties as described in Schedule “A” attached to this Agreement and as assigned by the Station Captain.

17.03 In the event a volunteer firefighter is unable to attend required training during the weekly training night at their Station, they may attend the training night of any other volunteer or composite Station in order to receive the required training, with prior approval of the Training Captains.

ARTICLE 18 - HEALTH AND WELFARE

18.01 In order to protect the volunteer firefighters and their families from the financial hazards of illness or injury, the City will pay 100% of the premiums for insurance coverage through the VFIS Accident and Sickness Program. The City will provide twenty-four (24) hour coverage for each volunteer firefighter and such coverage will include as a minimum:

- a. Accidental Death and Dismemberment Insurance with a principle amount equalling \$125,000
- b. Life insurance with a principle amount equalling \$125,000
- c. The City agrees to pay the premiums for the benefits listed in the VFIS Brochure (included at page 59) in accordance with the associated insurance policy.
- d. The City agrees to pay a \$2,000 top up beyond the coverage outlined in the VFIS, to any VFF diagnosed with any cancer.

18.02 The City agrees to set the amount of Workplace Safety and Insurance Board (WSIB) Coverage to the maximum allowable rate as set by WSIB.

ARTICLE 19 - TRAINING & EDUCATION

19.01 The parties acknowledge that training is a dominant part of learning and maintaining the skills necessary in the fire service. The Training Division of Hamilton Fire Department is responsible to develop the training programs, oversee the training programs and to ensure that training is conducted by training instructors that are competent and skilled in the areas that they teach.

19.02 Whenever possible, volunteer firefighters shall provide the general instruction in fire services theory and practical skills (core skills). In the event volunteer firefighters are not reasonably available or qualified, or cannot reasonably become qualified through a train the trainer program, training may be provided by a person outside the bargaining unit.

19.03 The City shall require that certain training and certifications be achieved and maintained. Such requirements shall be determined by the City, and discussion of training will become a standing agenda item at Labour/Management Committee meetings.

19.04 Volunteer firefighters who attend other courses that are relevant to their employment as a volunteer firefighter and to which they are assigned to take by the City, will be paid their regular training rate of pay. This payment shall only be made if the volunteer firefighter successfully completes the course.

- 19.05 Out of pocket expenses paid to members of the bargaining unit attending courses which occur outside the municipal boundary of the City of Hamilton, on direction of the City, shall be at the rate of ten dollars (\$10.00) per day to a maximum of thirty dollars (\$30.00) per week. In addition, mileage shall be paid in accordance with City of Hamilton Corporate Policy in effect at the time of the required travel, to attend any courses that occur outside the municipal boundary of the City of Hamilton.
- 19.06 A volunteer firefighter may request written confirmation of successful completion of any course or required training for which the City maintains record, which the City shall provide.
- 19.07 In order to provide the volunteer firefighters greater opportunity for training and education, the City will contribute to the CLAC Education and Assistance, twenty cents (20¢) per hour for all hours paid in respect of training and maintenance. CLAC will provide training and education opportunities that are in addition to those already provided by the City, such as, but not limited to, interpersonal relations, communication skills and labour relations as well as such general assistance as deemed fit by the Association.

ARTICLE 20 - TECHNOLOGICAL CHANGE, RE-ASSIGNMENT AND TERMINATION OF BARGAINING UNIT WORK

- 20.01 The Association agrees that the City has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) calendar days prior to the introduction or implementation of such new or improved methods or facilities affecting the volunteer firefighters, the City shall, by written notice, furnish the Association with all information in

its possession of the planned change or changes. Such notice shall contain that information known to the City respecting (a) the nature and degree of change, (b) the date or dates on which the City plans to effect the change, (c) the location or locations involved.

- 20.02 As soon as reasonably practical after the foregoing notice has been given, the City will make disclosure to the Association of the City's knowledge as to the effects of the change or changes on each classification of volunteer firefighter. Such disclosure will contain all relevant data in the possession of the City and shall be supplemented by additional information reasonably requested by the Association, which is in the possession of the City.
- 20.03 Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any volunteer firefighter.
- 20.04 Without mutual agreement, no volunteer firefighter covered by this Agreement shall suffer loss of employment as a result of the exercise by the City of its right to introduce or implement substantial technological change, provided the said volunteer firefighter was in the employ of the City at the time the aforementioned notice was given by the City.
- 20.05 Issues flowing from such technological changes may be referred to the Joint Labour Management Committee for resolution. If agreement is not reached within thirty (30) calendar days of the City's disclosure of the employment related effects of any changes caused by technological change, either party may submit any outstanding issue(s)

concerning these effects (but not the technological change itself) to a single arbitrator as outlined in Article 8. The arbitrator shall have full remedial powers to deal with these unresolved issues.

- 20.06 The words “new or improved methods or facilities” as used in this Article shall mean (a) the introduction by the City of equipment, material or manpower of a different nature or kind than that previously utilized, and (b) a change in the manner in which the City carries on its work and undertaking that is directly related to the introduction of equipment, material or manpower.

ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE

- 21.01 The City and the Association agree to establish a Labour-Management Committee. A proposed agenda of matters for discussion will be prepared in advance. The Committee shall be made up of an equal number of volunteer firefighters and non-bargaining unit persons (not less than two (2) of each). Meetings shall be held as may be mutually agreed upon and scheduled at least once every four (4) months. A CLAC Representative may also attend such meetings. Committee members will receive their regular training rate of pay when attending a Labour Management Committee meeting. The function of this Committee shall be to discuss matters of mutual concern and provide an opportunity for open communication on issues between the parties.

ARTICLE 22 - EMERGENCY CALL RESPONSE

- 22.01 Volunteer firefighters are encouraged to identify themselves as volunteer firefighters to their regular full-time or part-time City, and request permission to respond to calls during regular working hours when reasonably practical and beneficial. Upon request, the Fire Chief or designate shall provide a letter confirming that the individual is serving as a volunteer firefighter with the City of Hamilton.
- 22.02 Volunteer firefighters may, where possible, respond to calls from Stations other than their own, provided they are within the call area of the applicable Station and are in possession of their personal protective equipment.

ARTICLE 23 - MINIMUM STAFFING

- 23.01 The parties agree that at volunteer/composite Stations as defined in this Agreement, and subject to Article 11, the City will maintain a minimum of twenty-five (25) volunteer firefighters, except at Stations where there exists a single fire fighting apparatus, where the minimum staffing level will be fifteen (15) volunteer firefighters. For the purpose of this Article, the definition of firefighting apparatus does not include support units.

ARTICLE 24 - BACKFILL POLICY

- 24.01 In the event that a volunteer Station is vacated for more than thirty (30) minutes because its apparatus and personnel are committed to an emergency, and provided that volunteer firefighting resources are available, that primary response

area shall be backfilled by available volunteer firefighters and apparatus operated by volunteer firefighters.

In the event of a significant event requiring multiple Station response in a volunteer firefighter primary response area, and for a duration in excess of thirty (30) minutes, the City shall direct that a volunteer firefighting apparatus, from a volunteer or composite Station not already engaged in that event, be directed to stand-by at a strategic location so that it is available to respond to subsequent emergency calls in those vacated areas.

This provision shall have no application for a composite Station, including Station #15.

ARTICLE 25 - DELIVERIES

25.01 Mail, which is delivered to or between Stations staffed exclusively by volunteer firefighters, shall be delivered by members of the bargaining unit, but may include delivery by the Area Commander(s) in the performance of their Administrative duties.

Transfer or movement of apparatus designated for the use of volunteer firefighters, between Stations staffed exclusively by volunteer firefighters shall be performed by members of the bargaining unit. The preceding shall not exclude Mechanics of the Mechanical and Maintenance Division nor shall it be deemed to exclude other volunteer firefighters of the City of Hamilton who are performing said duties as a part of their modified work assignment.

ARTICLE 26 - TRANSFERS BETWEEN VOLUNTEER STATIONS

- 26.01 The City will make every reasonable effort to accommodate volunteer firefighters requesting a transfer to another volunteer or composite Station, in the event their permanent residence is relocated within the primary response area of such Station.
- 26.02 Where the volunteer firefighter holds an Officer position in the Station they transfer from, they shall maintain their rank, but they will be paid the rate of a first class firefighter until such time as they are appointed to the position of Officer, acting or otherwise, as per the job posting procedure outlined in Article 12.

ARTICLE 27 - INTEREST ARBITRATION

- 27.01 Notwithstanding any provision in the *Labour Relations Act*, 1995 by which the City could lawfully lock out the members of the bargaining unit or by which the volunteer firefighters could lawfully engage in a strike, the City shall not lock out the members of the bargaining unit and the members of the bargaining unit shall not strike at any time prior to the settlement of a renewal Agreement to replace this Agreement.
- 27.02 If the City and the Association are unable to conclude a renewal Agreement in their negotiations, and after such time as a conciliation Officer has been appointed and met with the parties and was unable to assist the parties to reach an agreement, the renewal Agreement shall be settled by a sole arbitrator jointly appointed by the parties, in a manner as described herein.

- 27.03 Upon the expiration of the Agreement or upon the request of either party for a Ministry of Labour appointed conciliator, all terms and conditions of employment shall be frozen and shall remain frozen until such time as a renewal Agreement is ratified by the respective parties.
- 27.04 Within twenty-one (21) calendar days after the last meeting with the conciliation Officer, the parties shall each submit, in writing, the names, addresses, telephone and facsimile numbers of their recommendations for an arbitrator.
- 27.05 Within ten (10) calendar days of receipt of the other parties' recommendations, the parties shall meet to jointly choose an arbitrator.
- 27.06 If the parties are unable to agree to an arbitrator, a request for the appointment of a sole arbitrator shall be submitted to the Minister of Labour.
- 27.07 The arbitrator shall determine their own procedure but shall give the parties full opportunity to present their evidence and make their submissions.
- 27.08 Section 116 of the *Labour Relations Act*, 1995 shall apply to the arbitrator.
- 27.09 In making its decision, the arbitrator shall take into consideration all factors it considers relevant, including the following:
- a. A comparison as between the volunteer firefighters and other comparable volunteer firefighters in the public and private sectors, of the terms and conditions of employment and the nature of the work performed;

- b. The City's ability to pay in light of its fiscal situation;
 - c. The extent to which services may have to be reduced, in light of the arbitrator's decision, if current funding and taxation levels are not increased;
 - d. The economic situation in Ontario and in the part of Ontario where the City is located, and;
 - e. The City's ability to attract and retain qualified volunteer firefighters.
- 27.10 The arbitrator shall be advised, in writing, of all matters upon which the parties have agreed and of all matters in dispute.
- 27.11 The arbitrator shall determine all matters in dispute and shall issue a decision in writing with respect to all such matters. The arbitrator shall include, as part of its decision, the matters upon which the parties have agreed and have so advised the arbitrator as provided above.
- 27.12 The decision of the arbitrator, and all matters previously agreed to by the parties, shall constitute the Agreement between the City and the Association.
- 27.13 The arbitrator shall remain seized of all matters referenced in its decision and have jurisdiction over any disputes arising from the wording of the above noted Collective Agreement until such time as the parties have finalized the document with their respective signatures.

ARTICLE 28 - DURATION

28.01 This Agreement shall continue in full force and effect from January 1, 2020 until December 31, 2023 and for further periods of one (1) year, unless notice is given by either parties of the desire to delete, change, or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at _____, ON, this ___ day of _____, 20__

Signed on behalf of
THE CITY OF HAMILTON

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Signed on behalf of
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

SCHEDULE "A"
HOURS OF EMPLOYMENT

1. Response to Alarms

- 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 Article 17 – Attendance Requirements.

2. Training

- a. The City shall provide the following paid training periods (herein referred to as weekly training night) for attendance by the volunteer firefighters at their discretion, subject to Article 17 – Attendance Requirements:
 - i. Station 21 – Each Wednesday night from 7:00 p.m. to 9:00 p.m.
 - ii. Station 14, 17, 18, 19, 24, 25, 26, 27 and 28 – Each Monday night from 7:00 p.m. to 9:00 p.m.
 - iii. Station 15 and 16 – Each Thursday night from 7:00 p.m. to 9:00 p.m.
- b. The weekly training night can be extended by the Training Captain, the Station Captain or their designate by up to one (1) hour. Should a longer period than three (3) hours be required to conduct the scheduled training, prior approval shall be obtained by the Area Commander or their designate. Approval from the Area Commander will not be required where the extension is required due to training at the MATC, RIT training or CPR training.

- c. Training nights may be shifted from the day of the week as outlined above to allow for cross training to occur between Stations that practice on a different night, provided notice is given at least two (2) training nights in advance of any changes.
- d. Subject to management approval, each Station shall be allotted an additional eight (8) hours within the calendar year to be used at the discretion of the Training Captain and Station Captain to complete additional training within the curriculum provided by the Training Division of Hamilton Fire Department.

3. Station Duties

In order to ensure the efficient and cost-effective operation of each Station, the City agrees to allow the Station Captains to assign, to a maximum number of hours per week as outlined below, Station duties to the volunteer firefighters in their Station regular maintenance and clean up. The Station Captains will also determine how, and to whom the work will be assigned.

- a. Station hours in each Station shall be provided as follows:
 - 16 hours shall be provided for each volunteer and composite Station with one (1) apparatus.
 - 4 hours shall be provided for each additional apparatus assigned to the Station.
- b. Regular maintenance and clean up will include but not be limited to:

- General Station maintenance, including regularly scheduled outside building and grounds maintenance (excluding snow ploughing).
- Cleaning of apparatus, including limited maintenance (ensuring appropriate fluid levels and apparatus check as per Hamilton Fire Department Policy and Procedures).
- Cleaning and maintenance of equipment and gear; includes re-filling of air cylinders.
- Cleaning and maintenance of floors, washrooms, training rooms, etc.

Subject to management approval, an additional five (5) hours will be allotted for those stations responsible for grass cutting.

SCHEDULE “B”
WAGES AND RATES OF PAY

		Current	Jan 1/20	Jan 1/21	Jan 1/22	Jan 1/23
<i>Increase to Base Rate:</i>			<i>1.6%</i>	<i>1.6%</i>	<i>1.6%</i>	<i>1.6%</i>
RANK	Difference					
Probation	80%	19.68	19.99	20.31	20.64	20.97
4th Class	85%	20.91	21.24	21.58	21.93	22.28
3rd Class	90%	22.14	22.49	22.85	23.22	23.59
2nd Class	95%	23.37	23.74	24.12	24.51	24.90
1st Class	100%	24.60	24.99	25.39	25.80	26.21
Captain	115%	28.29	28.74	29.20	29.67	30.14
Training Captain	120%	29.52	29.99	30.47	30.96	31.46
Station Captain	125%	30.75	31.24	31.74	32.25	32.77

The rate set for 1st Class Firefighter is the standard at 100% and is the base on which other rates are then set.

1. Performance Pay

- a. When a volunteer firefighter’s attendance at regular scheduled training exceeds the percentage indicated below, a one-time payment will be made for that calendar year as follows:

Training Attended	Payment
70%	\$100.00
80%	\$200.00
81% +	\$350.00

- b. When a volunteer firefighter’s attendance at alarms for their assigned Station exceeds the percentage indicated below, a one-time payment will be made for that calendar year as follows:

Alarms Attended	Payment
50%	\$200.00
75%	\$250.00
76% +	\$400.00

These payments shall be made by March 1st of the following calendar year.

The parties agree to strike a committee to discuss opportunities for service pay and recognition for service, in lieu of the aforementioned Performance Pay.

2. Recruitment Pay

All new recruits to the volunteer service, on or after January 1, 2018, will be subject to the following pay schedule:

- a. The Recruit class shall be divided into four (4) quarters. At the successful completion of each quarter, each recruit shall be paid an amount equivalent to one hundred and fifty dollars (\$150.00).
- b. Upon successful completion of the Recruit Training Program, a probationary volunteer firefighter will be paid a one thousand two hundred dollar (\$1200.00) lump sum payment.
- c. Upon successful completion of their first probationary evaluation (within three (3) months after being assigned to the Station in accordance with Article 10.01), a volunteer

firefighter will be paid a one thousand two hundred dollar (\$1,200.00) lump sum payment.

- d. Upon successful completion of their second probationary evaluation (within six (6) months after the first evaluation in accordance with Article 10.01) and having met the attendance requirements in accordance with Article 17.02 of the Collective Agreement, for two (2) consecutive quarters, a volunteer firefighter will be paid a one thousand eight hundred dollar (\$1,800.00) lump sum payment.
- e. To clarify, volunteer firefighters shall not be subject to the Wage Schedule until they have successfully completed the Recruit Training Program.

SCHEDULE “C”
PROMOTIONS AND PERFORMANCE EVALUATIONS

1. Advancement to the next successive class of volunteer firefighter (excluding the Officer position, advancement to these positions is covered in Article 12) requires that a volunteer firefighter has, in accordance with the table below:
 - Completed the minimum unbroken service periods; and
 - Has achieved satisfactory performance evaluations for their current classification, at the intervals prescribed for that classification. The performance evaluations shall be completed by the Station Captain and forwarded to the Area Commander for review and action.

Classification	Required Length of Service (see paragraph 2)	Performance Evaluations
3 rd Class Volunteer Firefighter	18 months	12 month intervals
2 nd Class Volunteer Firefighter	30 months	12 month intervals
1 st Class Volunteer Firefighter	42 months	12 month intervals
Officers – Volunteer Firefighter		12 month intervals

2. Probationers to 1st Class

- a. Promotions from the rank of Probationary Volunteer Firefighter, to the rank of Volunteer Firefighter III shall

only be made after written, and practical tests have been passed prior to such promotion.

b. Promotions from the rank of Volunteer Firefighter III to the rank of Volunteer Firefighter II shall only be made after written, and practical tests have been passed prior to such promotion.

c. Promotions from the rank of Volunteer Firefighter II to the rank of Volunteer Firefighter I shall only be made after written, and practical tests have been passed prior to such promotion.

d. Examinations shall consist of theory and practical phases. The theory phase shall consist of a written examination.

3. For Volunteer Firefighters hired on or after January 28, 2016, a mandatory written and practical classification evaluation will be administered by the Training Division and must be successfully completed prior to progressing to the next class of Volunteer Firefighter. A mark of 75% or higher on the written examination is a requirement before the Volunteer Firefighter will be permitted to participate in the practical evaluation. See Table above.

Classification evaluations for Volunteer Firefighters shall be attended by a Volunteer Firefighter Officer. If however, a classification evaluation does not occur before the time at which a Volunteer Firefighter is scheduled to progress to the next class, they shall, in the absence of any classification evaluation receive the increment in hourly rate designated for the next class of volunteer firefighter until such time that the classification evaluation is completed. Should the outcome of the performance classification evaluation not allow for

- advancement to the next class, the hourly rate shall be rolled back to that of the previous class for the pay period following the classification evaluation.
4. A volunteer firefighter may appeal the outcome of a performance or classification evaluation by submitting written notice within ten (10) calendar days of the evaluation. In the case of the performance evaluation, written notice of the desire to appeal will be forwarded to the Area Commander. In the case of the classification evaluation, written notice of the desire to appeal shall be forwarded to the Divisional Chief of Training. A volunteer firefighter who has not completed their probationary period may not appeal the classification evaluation.
 5. A Volunteer Firefighter will be provided up to a maximum of two (2) additional attempts to successfully complete the classification evaluation. If after two (2) attempts, the Volunteer Firefighter is not successful, their employment will be terminated. Such additional attempts shall take place within thirty (30) to sixty (60) calendar days from the date of the Volunteer Firefighter being notified of the classification evaluation results.
 6. Existing Volunteer Firefighters who are employed prior to January 28, 2016, shall be subject to the above mandatory provisions if they have not yet achieved the classification of 1st class Volunteer Firefighter. They will be required to perform the written and practical classification evaluation commensurate with their years of service. See Table above.

For example:

a Volunteer Firefighter with 24 months of service but less than 36 months shall be evaluated for the classification of 2nd class Volunteer Firefighter.

a Volunteer Firefighter with 36 months of service shall be evaluated for the classification of 1st class Volunteer Firefighter.

7. Captains and Station Captains

Volunteer Firefighters who have completed 4 years of service by December 31st of the year in which a promotional exam process is taking place are eligible to write a promotional exam for Captain.

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

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

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

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

Seniority for the purpose of the promotion to the rank of Captain is Departmental Seniority.

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

Volunteer Firefighters must hold the rank of Captain within their station to be eligible to apply for the position of Training Captain and Station Captain. A competition will be held for permanent vacancies in these ranks. The competition will consist of a formal panel interview made up of two members of the leadership team, one member of the Association Executive, one CLAC representative and/or one additional member of the Association Executive. The competition may also consist of an assignment and/or presentation.

LETTER OF UNDERSTANDING #1

Between
THE CITY OF HAMILTON

and
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

ARTICLE 12 – JOB POSTINGS

The parties agree that this Letter of Understanding shall replace the provisions found at Article 12.07 of the current Collective Agreement, and that instead, the provision below shall be the operative provision for a period not to exceed the duration of the Collective Agreement between the parties.

If there is any conflict between this Letter of Understanding, and any other provision of the Collective Agreement, this Letter shall prevail.

Now then, in the event the City hires additional full-time firefighters within the bargaining unit of the Hamilton Professional Firefighters Association, the parties recognize that volunteer firefighters covered by the Collective Agreement will be viewed as internal city candidates. Potential applicants must meet the following general criteria:

- Successful completion of the applicable aptitude/job suitability test;
- Successful completion of the applicable medical and fitness test;
- and

THE CITY OF HAMILTON

COLLECTIVE AGREEMENT: January 1, 2020 – December 31, 2023

- Successful completion of an interview or any other test as deemed applicable by the City.

LETTER OF UNDERSTANDING #2

Between
THE CITY OF HAMILTON

and
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

ASSIGNMENT OF EXTRA DUTIES

From time to time, the management and their designate require assistance to complete various tasks that are required to facilitate the day-to-day operations of the Volunteer Firefighting Division.

Individuals who have time available and are interested in assisting shall indicate their availability by completing the form in the “Volunteer Extra Duty Sign-Up” section of FDM.

To be considered for extra duties, individuals must have two (2) consecutive quarters where attendance to alarms and training meet or exceed the requirements as laid out in the Collective Agreement.

The distribution of extra duties will be based on the person who is available with the least number of extra duties hours worked over the previous sixty (60) days. In some circumstances, the assignment of extra duties will be done based on experience and training if the task at hand requires previous knowledge or experience.

LETTER OF UNDERSTANDING #3

Between
THE CITY OF HAMILTON

and
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

ARTICLE 23.01

The parties agree per the 10 Year Service Delivery Plan the objective for multiple apparatus stations is a minimum staffing of 40 volunteer firefighters. Understanding that the current Article 23.01 minimums have not been met there must be an effort to increase numbers per station to meet that minimum requirement.

The parties agree that the department will hold multiple recruitment programs each year until such time that those minimum requirements in Article 23.01 are fulfilled. This does not preclude the City from increasing staff beyond the minimum in accordance with the 10-year Plan. As such,

1. The attached documents will serve to provide detail in the proposed Recruitment and Training Plan; and
2. The existing recruitment committee will be resurrected and updated on current progress and will be maintained throughout the term of the collective agreement to provide advice relative to recruitment and training.

3. Recruitment will be added as a standing item for the quarterly Labour-Management meetings where updates will be provided as to the status and progress; and
4. Station Captains will be updated at the monthly Captains' meetings to provide the status and progress of the station-specific recruitment efforts.
5. The parties agree that Article 23 minimums will be met no later than end of this collective agreement.
6. In the event that these minimums are not met by June 30th, 2022, the parties agree that the association will be compensated for the difference between actual staffing and 100% of the minimum requirements for affected stations. The calculation will be determined by using the average hours logged for alarms for the affected stations at the First Class Firefighter regular rate of pay. Payment will be made on a monthly basis and this process will be in place until such time that the minimums are achieved.
7. Any payment will identify the affected station(s) and station amount(s). The Association will direct any funds paid by the City per this letter to the affected stations.
8. It is understood that minimum requirements include all volunteer firefighters on approved leaves per Article 13.04 and all volunteer firefighters participating in the Recruit Training Program.

LETTER OF UNDERSTANDING #4

Between
THE CITY OF HAMILTON

and
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

OCCUPATIONAL HEALTH EXPOSURE PROGRAM (OHEP)

The parties agree to initiate a committee on or before April 1st, 2021 to review the logistics related to the implementation of the Occupational Health Exposure Program (OHEP) with the view and commitment to proceed with scheduling during Q2 of 2021. It is understood that COVID-19 may have an impact on effective scheduling and implementation of the program which is a matter the parties agree is beyond their respective control.

LETTERS OF UNDERSTANDING – SIGNING PAGE

Between
THE CITY OF HAMILTON

and
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

The parties agree to abide by the four (4) Letters of Understanding contained herein.

DATED at _____, ON, this _____ day of _____, 20__

Signed on behalf of
THE CITY OF HAMILTON

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

Signed on behalf of
**GREATER HAMILTON VOLUNTEER FIREFIGHTERS ASSOCIATION,
CLAC LOCAL 911**

Per _____

Per _____

Per _____

Per _____

Per _____

Per _____

VOLUNTEER FIRE VFIS ACCIDENT SICKNESS BROCHURE

Accident & Sickness *On Duty Only*

City of Hamilton Fire Department

Policy Number: VFP 9029668

GENERAL INFORMATION-ON DUTY ONLY

This is only a brief description of coverage(s) available under this policy. The policy contains conditions, reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the policy. Should there be any conflict between this Summary of Coverage document and the policy, the policy shall govern under all circumstances.

Eligible Participants:

- *Any Volunteer member of the Policyholder*
- *A paid on call volunteer (includes members that receive a monthly or annual stipend)*
- *A junior member or Auxiliary member*
- *A commissioner, director, trustee or person acting in a similar position*
- *A non-member deputized at the scene of an emergency by one of your officers, but only for the duration of the emergency or non-member who is requested to participate by the Policyholder*

Scope of Coverage:

Benefits are paid (travel to, during and from) depending on the type of activity:

**Covered Activities include emergency response for fire supersession, rescue or emergency medical activity, training exercise which simulates an emergency and where physical participation is required, firematic events or contests, class room training, fundraising activities including athletic activities that are for the policyholder or other non-profit organization, all official functions to further the business of the Policyholder, official conventions or conferences, athletic events held on the premises of the Policyholder, authorized public safety educational events and administrative or maintenance duties.*

Exclusions:

This policy will not cover any loss caused by, or resulting from, the following:

- 1. Suicide or any attempt at it, while sane or insane, or intentionally self-inflicted injuries.*
- 2. Injuries that happened while flying except:
a) as a passenger on a commercial aircraft; or
b) as a passenger on any aircraft while taking part in a Covered Activity.*
- 3. Injuries that happen while flying as a crew member or during parachute jumps from the aircraft.*
- 4. War or any act of war, whether declared or undeclared*
- 5. Mental or emotional disorders except as specifically provided for covered Post Traumatic Stress Disorder.*
- 6. Treatment of alcoholism or drug addiction and any complications arising there from, except loss caused by injury sustained during and resulting from a Covered Activity.*
- 7. Illness except as provided by the policy.*
- 8. Military service of any province or country*
- 9. Cancer, except as provided by the Cancer Benefit.*

Underwritten by: AIG Insurance Company of Canada
120 Bremner Blvd, Suite 2200
Toronto, Ontario M5J 0A8
Phone: 1.800.461.8347
www.vfiscanada.com



BENEFIT PROVISIONS

Accidental Death On Duty	<i>In the event of accidental death, the policy will pay the Principal Sum (PS) shown in the Schedule if injury results in death. No Time Limit.</i>
Seat Belt On Duty	<i>Principal Sum will be increased by 25% if the Insured Person's was wearing a properly fastened seat belt at the time of loss</i>
Safety Vest On Duty	<i>Principal Sum will be increased by 25% if the Insured Person's was wearing an approved safety vest at the time of loss.</i>
Military Death Benefit On Duty	<i>If loss of life occurs while participating in the Canadian Armed Forces, a death benefit will be provided to the beneficiary.</i>
Illness Loss of Life On Duty	<i>In the event of death due to illness, the policy will pay the Illness Loss of Life Benefit shown in the schedule if illness is a result of participating in a Covered Activity. Must be medically treated within 48hrs. If Stroke or Heart Attack, will pay as long as physical participation occurred within 48 hrs of the Covered Activity.</i>
Dependent Child On Duty	<i>When loss of life occurs, payment will be made to the amount shown in the Schedule for each dependent child. (Must be listed on CRA Tax Form)</i>
Spousal Support On Duty	<i>When loss of life occurs, payment will be made to the amount shown in the Schedule to the Insured Person's surviving spouse.</i>
Memorial On Duty	<i>When loss of life occurs, payment will be made to the Policyholder for the amount shown in the Schedule.</i>
Dependent Elder On Duty	<i>When loss of life occurs, payment will be made to the amount shown in the Schedule for each dependent parent. (Must be listed on CRA Tax Form)</i>
Repatriation On Duty	<i>When loss of life occurs outside 50 kms, expenses will be paid for shipment of the body to the place of residence.</i>
Accidental Dismemberment & Paralysis On Duty	<i>In the event of dismemberment, the policy will pay the indicated percentage of the Accidental Dismemberment Principal Sum as shown in the Schedule. Paralysis, whether it is hemiplegia, paraplegia or quadriplegia, will pay 200% of the Principal Sum. uniplegia will pay 100% of the Principal Sum.</i>
Vision Impairment On Duty	<i>If vision is impaired, the policy will pay a percentage of the Principal Sum depending on the severity of the impairment. Each eye is worth 50% of PS.</i>
Home Alteration & Vehicle Modification On Duty	<i>If an insured sustains injuries under the table of losses and is now required to use a wheelchair to be ambulatory, this benefit will pay for a one-time cost of alterations to the Insured Person's residence and motor vehicle to make them wheelchair accessible.</i>
Injury Permanent Impairment On Duty	<i>If an injury results in a permanent physical impairment, the policy will pay a percentage of the Principal Sum depending on the severity of the impairment. It does not have to be 100% loss of use. No minimal requirement. Impairment of 90% or higher will receive 125% of PS.</i>
Illness Permanent Impairment On Duty	<i>If after 5 yrs of collecting Total Disability, an illness results in a permanent impairment the policy will pay a percentage of the Principal Sum depending on the severity of the impairment. It does not have to be 100%.</i>
Heart Permanent Impairment On Duty	<i>If after 26 wks of collecting Total Disability, a heart condition causes impairment, the policy will pay a % of the Principal Sum depending on the severity of the impairment. This benefit will be paid based on the % of the left ventricular injection fraction and the New York Heart Assoc Functional Classification.</i>
Cosmetic Disfigurement from Burns- On Duty	<i>If injury results due to full thickness burns, the policy will pay a percentage of the Principal Sum depending on the area of the body burned.</i>
HIV Positive Benefit On Duty	<i>Will pay 100% of the Principal Sum upfront when testing positive for HIV, while participating in a Covered Activity.</i>
Felonious Assault On Duty	<i>If injury results in a loss such as Accidental Death, Dismemberment, (Illness, Injury or Heart Permanent Impairment), Vision or Burn Benefit where a felony was committed, we will pay an additional 50% of the Principal Sum payable.</i>
Cancer Benefit On Duty	<i>Will pay the benefit amount listed upfront when the Insured Person is eligible or approved by the Provincial Presumptive WCB Legislation</i>
Cost of Living On Duty	<i>After first year, the disability will increase by the consumer price index per year. Minimum of 5% to a maximum of 10%.</i>
Transition On Duty	<i>If while on Total Disability, the injured firefighter's job has been terminated and the firefighter remains unemployed, the weekly benefit will be extended for an additional 26 weeks.</i>

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<p>Weekly Income Benefits On Duty</p>	<p><i>Total Disability: If injury or illness to an Insured Person results in total disability, the policy will pay the weekly income benefit for the first 28 days which has been chosen by the fire/rescue service (please refer to the Schedule of Benefits). If total disability continues beyond 28 days, the policy will pay the lesser of the weekly benefits shown or 100% of the Insured Person's pre-disability gross average weekly wage. It is at this time we will coordinate payments received from other insurance policies and workers compensation, if they exist. This continues for up to 260 weeks or 520 weeks or to Age 70 if these option are chosen. Policy will never pay less than 25% of the weekly benefit shown.</i></p> <p><i>Partial Disability: Is payable when an Insured Person is unable to perform one or more, but not all, of the material and substantial duties of his or her regular occupation. The policy will pay similar to the Total Disability (above) in the same time frame, but using 50% of the Insured Person's pre-disability gross average weekly wage. The policy will not exceed the Partial weekly disability maximum amount shown. The policy will not pay less than 12.5% of the weekly disability benefit shown in the schedule of benefits. Payable up to 52 wks.</i></p>
<p>Occupational Retraining Benefit On Duty</p>	<p><i>If an Insured Person sustains injury or illness and is not able to hold a Gainful Occupation and chooses to enrol in a higher institute of learning or trade training program, this policy will pay for covered training expenses. The professional or trade training program must be agreed upon by the insurer and the Insured Person. Covered training expenses include tuition, books and any other training materials required by the institution.</i></p>
<p>Medical Expense On Duty</p>	<p><i>The policy will pay for reasonable and customary medical expenses in excess of any provincial or federal hospital and/or medical plan.</i></p>
<p>Cosmetic Plastic Surgery On Duty</p>	<p><i>The policy will pay for reasonable and customary expense if an Insured Person requires skin grafting or plastic surgery due to an injury.</i></p>
<p>Post-Traumatic Stress Disorder On Duty</p>	<p><i>The policy will pay for reasonable and customary expense if an Insured Person requires hospital or medical treatment for a post-traumatic stress disorder. Max per incident. A Traumatic Even must occur as defined by the policy.</i></p>
<p>Critical Incident Stress Management On Duty</p>	<p><i>The policy will pay for reasonable and customary expense incurred by a Critical Incident Stress Management Team. A Traumatic Event must occur as defined by the policy.</i></p>
<p>Family Expense On Duty</p>	<p><i>The policy will pay if an Insured Person requires hospital confinement when due to an injury or illness. This benefit will be payable 1st day.</i></p>
<p>Family Bereavement & Trauma On Duty</p>	<p><i>If Loss of Life occurs and an immediate family member needs counselling as a result of this loss, payment will be made up to the max listed in the policy.</i></p>
<p>Weekly Permanent Physical Impairment (WPPI) On Duty</p>	<p><i>This benefit will pay a weekly benefit to an Insured Person for life, if injury results in a permanent physical impairment of 50% or greater. This benefit will begin after the full term of the weekly income benefit has been completed. This benefit will be determined by multiplying the final disability payment by the percentage value of the Insured Person's physical impairment.</i></p>
<p>Weekly Hospital Indemnity On Duty-Optional</p>	<p><i>If purchased, pays an additional weekly disability benefit if confined to the hospital. This benefit is not affected by other disability plans or workers compensation. Will double if in Critical Care. Payable for 52 Weeks</i></p>
<p>Extended Total Disability 10 yrs On Duty-Optional</p>	<p><i>If purchased, this policy will extend the Total Disability time period an additional 260 weeks for a total of 520 weeks. This will be extended for both Injury and Illness and the definition of Own occupation remains unchanged.</i></p>
<p>Long Term Total Disability To Age 70 On Duty-Optional</p>	<p><i>This policy will extend the Total Disability time period from 520 weeks to up to Age 70. This will be extended for both Injury and Illness and the Insured Person must not be able to perform 85% of Gainful Occupation. Non Income earners can not perform 2 out of 6 Daily Living Activities</i></p>
<p>COLA's for either WPPI or Long Term Disability On Duty-Optional</p>	<p><i>After first year, the disability will increase by the consumer price index per year. Minimum of 5% to a maximum of 10%.</i></p>

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If NA appears for the On Duty or Off Duty Coverage this means Not Applicable and No Coverage in effect.

On Duty-Schedule of Coverage	Amount	Benefit Duration
<i>Loss of Life Benefits:</i>		
Accidental Death Benefit	\$125,000	
Seat Belt Benefit	\$31,250	
Safety Vest Benefit	\$31,250	
Military Death Benefit	\$15,000	
Illness Loss of Life Benefit	\$125,000	
Dependent Child Benefit	\$30,000	
Spousal Support Benefit	\$20,000	
Memorial Benefit	\$5,000	
Dependent Elder Benefit	\$5,000	
Repatriation Benefit	\$20,000	
<i>Lump Sum Benefits:</i>		
Accidental Dismemberment Benefit	\$125,000	
Quadra, Para, Hemiplegia (Paralysis)	\$250,000	
Vision Impairment	\$125,000	
Home Alteration & Vehicle Modification	\$50,000	
Injury Permanent Impairment Benefit	\$125,000	
Illness Permanent Impairment Benefit	\$125,000	
Heart Impairment Benefit	\$125,000	
Cosmetic Disfigurement (Burns) Benefit	\$125,000	
HIV Positive Benefit (100% Paid Upfront)	\$125,000	
Felonious Assault Benefit	\$62,500	
Cancer Benefit	\$10,000	
<i>Weekly Income Benefits:</i>		
Total Disability Weekly Income 1st 28 Days	\$300	
Total Disability Weekly Income After 1st 28 Days	\$900	260 Weeks
Total Disability Minimum Weekly Amount	\$75	260 Weeks
Partial Disability Weekly Income 1st 28 Days	\$150	
Partial Disability Weekly Income After 1st 28 Days	\$450	52 Weeks
Partial Disability Minimum Weekly Amount	\$38	52 Weeks
Transition Benefit	\$900	26 Weeks
Occupational Retraining Benefit Maximum	\$20,000	
<i>Medical Expense Benefits:</i>		
Medical Expense Maximum	\$25,000	
Cosmetic/Plaster Surgery Maximum	\$25,000	
Post Traumatic Stress Disorder Maximum	\$25,000	
Critical Incident Stress Management Max	\$25,000	
Family Expense Benefit (Out \$50/day In \$100/day)	\$100	26 Weeks
Family Bereavement & Trauma Benefit	\$1,000	
Weekly Permanent Physical Impairment Benefit	NA	Life Time
<i>Optional Benefits:</i>		
Weekly Hospital Indemnity Benefit	NA	52 Weeks
Extended Total Disability for 10 years (Accident & Illness)	NA	520 Weeks
Extended Total Disability to Age 70 (Accident & Illness)	NA	Up to Age 70

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**OFF DUTY SCHEDULE OF COVERAGE
ACCIDENTAL BODILY INJURY ONLY**

Below is an overview of the optional Off Duty (24 Hr) Coverage. At no time, will benefits for the Off Duty Coverage apply when benefits are collected under the On Duty Policy. Only one benefit will be payable. Junior Firefighters and Non Members are not eligible to purchase this coverage.

Member Only Coverage	Amount	Duration
Accidental Death & Dismemberment (AD&D)	\$125,000	
Paralysis (Quadra, Hemi or Paraplegia)	\$250,000	
Seat Belt Benefit (15% of the AD&D Benefit)	\$18,750	
Repatriation Benefit	\$20,000	
Day Care Benefit	\$5,000	4 Years
Dependent Child Education Benefit	\$5,000	4 years
Spousal Education Benefit	\$20,000	
Identification Benefit	\$15,000	
Funeral Expense	\$5,000	
Bereavement Benefit	\$5,000	
Felonious Assault Benefit	\$12,500	
Parental Care Benefit	\$10,000	
Coma Benefit (Payment is per month)	\$1,250	100 Payments
Vision Impairment Benefit	\$125,000	
Home Alteration & Vehicle Modification	\$20,000	
Rehabilitation Benefit	\$20,000	
Family Transportation	\$20,000	
Psychological Therapy	\$10,000	
Accident Weekly Disability-7 Day Waiting Period	\$300	104 Weeks
Accident Weekly Disability- Non Income Earners	\$100	13 Weeks

Optional Family Coverage

For those members choosing the optional family coverage, the following benefits will be available based on your family status at the time of loss. See below.

	Spouse	Dependent
Accidental Death & Dismemberment (AD&D)		
Spouse Only(60%) or Dependent Child/ren (20%)	\$75,000	\$25,000
Spouse (50%) and Dependent Child/ren (15%)	\$62,500	\$18,750
Max Paralysis (Depends on Family Status Above)	\$150,000	\$50,000
Max Seat Belt (Depends of Family Status Above)	\$11,250	\$3,750
Funeral Expense	\$5,000	\$5,000
Psychological Therapy	\$10,000	\$10,000
Identification Benefit	\$15,000	\$15,000
Repatriation Benefit	\$20,000	\$20,000
Home Alteration & Vehicle Modification	\$20,000	\$20,000
Day Care Benefit (Maximum \$5,000/yr Max 4 yrs)	\$5,000	

Spouse shall mean either: (1) a Husband or Wife; or (2) for same sex unions or opposite sex unions, an individual who has been publicly represented as the life partner of the Insured Person and has been residing with the Insured Person.

Dependent Child/ren shall mean persons that are either natural children (legitimate, illegitimately, adopted children, step-children or infants to which the Insured Person is loco parentis; and

- (1) under 23 years of age and unmarried and dependent upon the Insured Person for maintenance and support, or
- (2) under 26 years of age and unmarried and in attendance at an institute of higher learning and dependent upon the Insured Person for maintenance and support; or
- (3) by reason of mental or physical infirmity, is incapable of self-sustaining employment and is totally dependent upon the Insured Person for support within the terms of the *Income Tax Act of Canada*.

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AD&D Off Duty Coverage	<i>In the event of accidental death or dismemberment, the policy will pay the Principal Sum shown in the Schedule. Off Duty Loss has to occur within 365 days.</i>
Paralysis Off Duty Coverage	<i>Hemiplegia, paraplegia or quadriplegia, will pay two times the Principal Sum. Loss must occur within 365 days.</i>
Seat Belt Off Duty Coverage	<i>Principal Sum will be increased by the % if the Insured Person's death is a result of being a passenger or driver and the seat belt must be properly fastened.</i>
Repatriation Off Duty Coverage	<i>When loss of life occurs outside 50 kms, expenses will be paid for shipment of the body to the city of residence. Expenses not to exceed the policy limit.</i>
Day Care Off Duty Coverage	<i>When loss of life occurs, payment will be made to the amount equal to the lesser of: 1) the actual cost charged by the day care centre; 2) 5% of Principal Sum; or 3) \$5,000/yr. Child has to be under the age of 13 yrs. and currently enrolled in an accredited day care centre within 365 day following such loss.</i>
Dependent Child Education Off Duty Coverage	<i>When loss of life occurs, payment will be made to the amount equal to the lesser of: 1) the actual annual tuition; 2) \$5,000/yr; or 3) 5% of Principal Sum. Child has to be beyond the 12 grade level and currently enrolled as a full time student within 365 days following such loss.</i>
Spousal Education Off Duty Coverage	<i>When loss of life occurs, payment will be made to the Spouse for actual trades or professional training programs in which the Spouse enrolls for the purpose of gaining independent sources of support and maintenance. Enrolment must occur within 30 months of such loss.</i>
Identification Benefit Off Duty Coverage	<i>When loss of life occurs, payment will be made to one immediate family member to identify the body. Expenses for food, travel and lodging will be paid.</i>
Funeral Expense Off Duty Coverage	<i>When loss of life occurs, payment will be made for expenses incurred for funeral.</i>
Bereavement Benefit Off Duty Coverage	<i>When loss of life occurs, expenses for grief counselling or therapist are reimbursed</i>
Felonious Assault Off Duty Coverage	<i>When loss of life occurs, 10% of the Principal Sum will be paid where loss of life was deliberately caused and at the Insured Persons Regular Occupations Employer.</i>
Parental Care Benefit Off Duty Coverage	<i>When loss of life occurs, 10% of the Principal Sum up to a maximum of \$10,000 will be paid to the Dependent Parents of the Insured Person.</i>
Coma Benefit Off Duty Coverage	<i>When loss occurs, 1% of the Principal Sum will be paid per month to a maximum of 100 payments if the Insured Person suffers a coma within 90 days of the accident.</i>
Vision Impairment Off Duty Coverage	<i>If vision is impaired, the policy will pay a percentage of the Principal Sum depending on the severity of the impairment. Each eye is worth 50% of the PS.</i>
Home Alternation & Vehicle Modification Off Duty Coverage	<i>If an Insured Person sustains injuries under the table of losses and is now wheelchair ambulatory, this benefit will pay a one-time cost for alterations to the Insured Person's residence and motor vehicle to make them wheelchair accessible.</i>
Rehabilitation Off Duty Coverage	<i>When injury results in dismemberment, this policy will pay the reasonable and necessary expenses incurred for occupational training.</i>
Family Transportation Off Duty Coverage	<i>When injury results in an Insured Person being confined to a hospital outside of 50 kms from their residence, the policy will pay expenses incurred for transportation up to the maximum.</i>
Psychological Therapy Off Duty Coverage	<i>As a result of injury under the table of losses, the policy will pay for Psychological Therapy.</i>
Accident Weekly – Member Only Off Duty Coverage	<i>If a member becomes disabled "Off Duty" as a result of an accident the policy pays the schedule amount listed with the following conditions: 1) Disability commences within 60 days or 120 days if surgery delays disability 2) 7 Day waiting period must take place; 3) Payable up to 104 weeks; or 4) Will pay the lesser of the schedule amount listed or up to 100% Gross Weekly income integrated with other disability plans or workers compensation. For those who are non-income earners showing no income at the time of the accident, the policy will follow the above, but will pay a flat \$100/week for 13 weeks.</i>
Accident Weekly – Spousal Only Off Duty Coverage	<i>If a spouse becomes disabled "Off Duty" as a result of an accident, the policy pays the schedule amount listed with the following conditions 1) Disability commences within 60 days; 2) 7 Day waiting period must take place; of 3) Payable up to 13 weeks. We will pay a flat \$100/week.</i>

This is only a brief description of coverage(s) available under this policy. The policy contains conditions, reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the policy. Should there are any conflict between this Summary of Coverage document and the policy, the policy

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CITY OF HAMILTON
VOLUNTEER FIRE OPTIONAL FAMILY COVERAGE FORM

Section A: Plan Member Information		
Last Name	First Name	Initial
Employee Number	Contract Number VFP 9029668	
Section B: Options		
<p>This coverage terminates on December 31st of the year in which the coverage was purchased. Should you wish to re-enroll you will be required to complete a new form and provide payment for the annual premium. Enrolment is limited to January 1 and July 1 of each year.</p> <p>Details pertaining to the coverage are outlined in VFIS Accident & Sickness Brochure.</p> <p>Please check the appropriate box to indicate your choice of enrolment:</p> <p><input type="checkbox"/> I wish to enrol in Optional Family Coverage</p> <p><input type="checkbox"/> I do not wish to enrol in Optional Family Coverage</p> <p><i>If this form is not received by the <u>Benefits Section</u> we will assume you have opted to not enrol in Optional Family Coverage.</i></p> <p>January 1 Enrolment: If you opt to purchase this coverage the annual premium for 2021 is \$71 plus 8% tax. A cheque for the amount of \$76.68 should be made payable to the City of Hamilton for reimbursement of remittance to VFIS Accident and Sickness.</p> <p>July 1 Enrolment: If you opt to purchase this coverage the annual premium for 2021 is \$35.50 plus 8% tax. A cheque for the amount of \$38.34 should be made payable to the City of Hamilton for reimbursement of remittance to VFIS Accident and Sickness.</p>		
Section C: Authorization		
<p>This form may be executed either in original, <u>faxed</u> or scanned form and the parties adopt any signatures received by a facsimile or scan as original signatures of the Plan Member. The City of Hamilton collects information under authority of section 227 of the Municipal Act, 2001. Any personal information collected on this form will be used for purposes related to administering benefit coverage, including for the purpose of determining eligibility, by the City of Hamilton, the plan administrator and/or administrators of benefits programs working with the City of Hamilton.</p>		
Plan Member Signature _____		Date _____
Section D: Human Resources Verification (for HR use only)		
Processed by _____	<input type="checkbox"/> Entered in PeopleSoft	Date _____

MAIL ORIGINAL COMPLETED FORM AND CHEQUE TO:

Benefits Department, Human Resources
 City of Hamilton
 71 Main St. W.
 Hamilton, ON L8P 4Y5

GRIMSBY MEMBER CENTRE

89 South Service Rd

PO Box 219

Grimsby, ON L3M 4G3

T: 905-945-1500

TF: 800-463-2522

F: 905-945-7200

grimsby@clac.ca

CLAC RETIREMENT

1-800-210-0200

CLAC TRAINING

1-877-701-2522

CLAC BENEFITS

1-800-463-2522

CLAC JOBS

1-877-701-2522

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