

SOURCE	City		
EFF.	96	01	01
TERM.	96	12	31
No OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON
(hereinafter referred to as the "CORPORATION")

OF THE FIRST PART

- and -

THE BURLINGTON PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL 1552, OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(hereinafter referred to as the "ASSOCIATION")

OF THE SECOND PART

FOR THE TERM JANUARY 01, 1996 - DECEMBER 31, 1996 X

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In this agreement, where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex will be deemed to be included.

ARTICLE

1.00 SCOPE AND RECOGNITION

- 101** The Corporation recognizes the Association as the exclusive Bargaining Agent for all full-time Firefighters, Dispatcher, Members of the Fire Prevention Branch of the Burlington Fire Department with the exception of the Fire Chief, Deputy Chief and Secretary.

Note: In this clause and subsequent clauses "Firefighters" means all members of the Firefighting Branch with the exception of Probationary Firefighters.

- 1.02** Firefighters, Dispatchers, Members of the Fire Prevention Branch shall be required to serve a probationary period of six (6) months before being confirmed as full-time employees. During this probationary period they will not be covered under the grievance procedure established in this Agreement nor in other clauses of the Agreement except where specifically mentioned. For the purpose of seniority, a probationary employee confirmed as a full-time employee will have his seniority date established from his date of employment.
- 1.03(a)** In determining an employee's length of service for seniority purposes, computation shall begin on the date that the employee began work as a full-time firefighter with the Corporation. Former employees re-entering the service after continuity of service has been broken, shall be considered new employees, and seniority shall start as of the date they re-enter service.
- 1.03(b)** Seniority shall be used in determining preference or priority for promotions (as provided for in Article 14), demotions (occasioned by lay-offs), vacations, lay-offs and recalls.

- 04
 - (a) When demotions are necessitated for a specific rank above the rank of first class due to layoffs or restructuring their length of service in said rank will determine his/her seniority.
 - (b) Should the above prove equal then the individual's seniority in the rank directly below their present rank but above the rank of first class, shall prevail.
 - (c) Should (a) and (b) prove equal or non-applicable, then the individual's seniority in the Captains Acting Status List (referred to in Article 14.04(2)), shall prevail.
 - (d) Should (a), (b) and (c) prove equal, then the individual's seniority on the Department's Seniority List shall prevail.

- 05 Nothing in this Agreement shall be interpreted as applying to Volunteer Firefighters or to the operation of the Volunteer Fire **Force**.

- 1.06 Except in the case of an emergency, and except to the extent of current practice, including current practice as it relates to volunteer firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any employee or other person not **so** covered.

2.00 ASSOCIATION MEMBERSHIP DUES

2.01 Firefighters, Dispatchers, Maintenance Division members and members of the Fire Prevention Branch may authorize the deduction of monthly association dues on a form supplied by the Corporation. Such authorization shall be irrevocable during the term of this Agreement.

2.02 Firefighters, Dispatchers, Maintenance Division members and members of the Fire Prevention Branch shall be required to pay Association monthly dues on completion of their probationary period of employment.

2.03 The Corporation will, upon written authorization of the Association, deduct dues and assessments in the amount authorized by the Association, from the regular pay cheques and a cheque for the total amount accumulated shall be forwarded to the Treasurer of the Association on or before the 15th of the month following.

2.04 The Association indemnifies and saves harmless the Corporation from any action which may rise from the application of the articles speaking to association membership dues.

3.00 MANAGEMENT RIGHTS

3.01 The Association recognizes that it is the exclusive function of the Corporation to direct the workforce, including the right to direct, plan and control working operations, the right to hire, classify, transfer, promote, demote, dismiss employees and the right to introduce new and improved facilities and methods to improve the efficiency of the Fire Department, subject to the express provisions of this agreement. The Association recognizes the right of the Corporation to make and alter rules and regulations to be observed by the employees provided such rules do not contravene the provisions of this Agreement.

3.02 A committee shall be formed consisting of the Fire Chief, Deputy Chief and two members of the Association. The purpose of the committee shall be to discuss problems of mutual interest. This committee shall not have any of the duties of a negotiation or grievance committee established under this Agreement. The committee will meet every *two* (2) months or more frequently if either party submits an agenda at least one (1) week prior to the requested meeting. An agenda shall be submitted one week in advance of every regular meeting. A copy of all such agendas will be sent to the Director of Human Resources.

3.03 If service restructuring or technological change compels a reduction in complement of the Fire Department, consultation shall occur between the Corporation and the Association with a view to minimizing force reductions and developing a programme of re-training and re-deployment to maintain constructive employment for all employees.

Within 15 days after the City makes the decision to introduce or implement substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall make disclosure to the Association of the effects of the change(s) on any employee(s).

Any termination of employment occasioned by service restructuring or technological change shall only occur after the Association and employee concerned has been given ninety (90) days' written notice.

3.04 Staffing of apparatus shall consist of the following:

- ▶ Aerial: 2 Firefighters
 - ▶ Pump: 4 Firefighters
 - ▶ Rescue: 2 Firefighters
- Plus one Platoon Chief

3.05 The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties excluding willful and malicious damage. Legal counsel, when required, will be provided by the employer.

3.06 Where an employee is charged with a criminal or statutory offence directly related to his duties, while on duty, the said employee shall be provided with in-house legal services.

4.00 **DISCRIMINATION AND COERCION**

4.01 The parties agree that there shall be no discrimination or intimidation exercised or practiced by either of them or their representatives or members because of an employee's participation or activity in the Association. There shall be no solicitation for membership or other Association activity on the Corporation premises without the written authorization of the Fire Chief.

5.00 **HOURS OF WORK**

5.01 Firefighters shall be required to work on a two platoon system, consisting of a ten (10) hour day shift and a fourteen (14) hour night shift with an average of not more than forty-two (42) hours per week.

5.02 Personnel in Fire Prevention Branch, Training Division and Mechanical Division shall work such hours as designated by the Fire Chief.

- 5.03 All overtime authorized by management or by the officer in charge and worked shall be compensated by either time and one-half off or additional pay at the rate of one and one-half times the regular rate of pay, the choice to be that of the individual employee. For purposes of this clause only, overtime periods of over fifteen (15) minutes shall be logged as overtime. Overtime worked to replace an employee absent on a regular shift shall be paid at time-and-one-half or lieu time at time-and-one-half at the option of the employee. All paid overtime will be cleared from the records quarterly. Lieu time for firefighters shall be subject to scheduling by the officer in charge.
- 5.03.1 Lieu time will be cleared between January 1 to December 31 of each year.
- 5.03.2 Any lieu time accumulated must be booked for time off by September 1st of each year.
- 5.03.3 A maximum of 40 hours will be allowed to be carried over into the new calendar year, to be used up by the last day of February.
- 5.03.4 As 40 hours are accumulated in the year, lieu time must be booked.
- 5.04 A firefighter recalled to work by the Fire Chief, Deputy Chief or officer in charge after having left the premises shall be paid a minimum of three (3) hours at the rate of time and one-half.
- 5.05 Any firefighter requesting a change of shift or shifts must provide the Fire Chief or the Officer on duty at the time of the request, with the name and consent, in writing, of a replacement, who in the judgement of the Fire Chief or the Officer on duty at the time, is qualified. Shift changes must be repaid within 23 tours of duty.

6.00 ANNUAL VACATIONS

- 6.01(a) An employee with service less than one (1) year as of August 1st, shall receive one (1) day vacation with pay at his basic hourly rate for each completed month of service, from the date of his hiring until August 1st, up to a maximum of eight (8) days for employees in the Firefighting and Dispatch Branches and ten (10) days for employees in the Fire Prevention, Mechanical and Training Divisions.
- (b) An employee who has one (1) year of continuous service, but less than four (4) years of continuous service on August 1st of each year, shall be granted two (2) weeks vacation with pay.
- (c) An employee who has four (4) years of continuous service, but less than ten (10) years of continuous service on August 1st of each year, shall be granted three (3) weeks vacation with pay.
- (d) An employee who has ten (10) years of continuous service, but less than fifteen (15) years of continuous service as of August 1st shall be granted four (4) weeks vacation with pay.
- (e) An employee who has fifteen (15) years of continuous service, but less than twenty (20) years of continuous service as of August 1st shall be granted five (5) weeks vacation with pay.
- (9) An employee who has twenty (20) years or more of continuous service as of August 1st shall be granted six (6) weeks vacation with pay.
- (g) An employee with 25 years of service will be entitled to one additional vacation week, **in that year only.**

- 6.01.1 An employee's vacation pay shall be based on his/her standard basic rate of pay.
- 6.01.2 For those persons who are not eligible for the provision of article 7.01, if a paid holiday **is** observed during the employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.
- 6.01.3.1 Vacation period shall be allocated by the Fire Chief. In allocating vacation periods, the Fire Chief shall have regard to the exigencies of the service, then to the wishes of the individual employee and his length of service in the Fire Department.
- 6.01.3.2 The three (3) weeks will be calculated as a maximum of the equivalent of two (2) night shifts and one (1) day shift, the four (**4**) weeks as two (2) day shifts and two (2) night shifts, five (5) weeks as two (2) days shifts and three (3) night shifts and six (6) weeks as three (3) day shifts and three (3) night shifts.
- 6.02 An employee shall not have the right to accumulate vacation and shall be required to take **his** vacation prior to December 31st in any year. For purposes of this clause, a continuous vacation period may be commenced up to and including December 31st.
- 6.03 (a) No vacation time shall **be** lost as a result of sick leave of **up to six** (6) months' duration or an accident or occupational illness covered by award of the Workers' Compensation Act incurred in the performance of duty.
- (b) It is recognized that an employee who is awarded a Workers' Compensation Board pension and ceases to be an employee shall not accumulate vacation leave entitlement.
- 6.04 Firefighters assigned to the Fire Prevention Branch, Training Division, Mechanical Division and Dispatchers shall receive the equivalent of their normal work week for each week of vacation to which they are entitled.

7.00 STATUTORY AND DECLARED HOLIDAYS

NOTE: Effective December 31, 1996, at 11:59 p.m., Statutory and Declared Holiday Pay will change from 11 days pay at the rate of time and one-half to 12 days pay at the rate of straight time. The difference in monies paid in Statutory Holiday Pay **will** be rolled into the base pay as listed in Article 13.00.

7.01 In lieu of statutory and declared holidays, each Firefighter and Dispatcher, including Probationaries shall receive eleven (11) days' pay in each calendar year at the rate of time-and-one-half.

7.02 In addition to the holidays specified in 7.01 above, special holidays proclaimed by the Mayor and/or any other senior level of Government (Provincial or Federal) shall be paid on the **same** basis as in 7.01 above.

7.03 Firefighters and Dispatchers (including Probationaries) commencing employment during the calendar year shall receive holiday pay based on the number of holidays remaining in the year they commenced employment.

7.04 Payment shall be made on the basis of the employee's rate of pay as of December 1st in the year concerned and the number of working days in the year.

7.05 For the purposes of calculating payment under 7.02, 7.03 or 7.04, the following list of holidays shall be used:

- | | |
|-----------------------|-------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |

7.06 An employee assigned to the Fire Prevention Branch, Training Division and Mechanical Division will be granted holidays with pay on the day they occur provided they fall on a regularly scheduled work day and provided the employee is in attendance the required shift immediately before and after the said holiday.

8.00 **HEALTH AND WELFARE**

8.01(a) Employees shall be entitled to sick leave according to the following schedule:

Under three (3) completed months service:

One (1) week fully paid sick leave per completed month of service;

After three (3) completed months service:

(a) One (1) week fully paid sick leave per completed month of service, plus

(b) Two-thirds (2/3) pay for sufficient weeks that when combined with the entitlement earned in (a) above, will total fifteen (15) weeks.

After eight (8) completed months service:

(a) One (1) week fully paid sick leave per completed month of service, plus

(b) One (1) week per completed month of service at two-thirds (2/3) pay to a maximum of ten (10) weeks.

8.01(a) (Cont'd)	After twelve (12) completed months service:	Sixteen (16) weeks fully paid sick leave, plus ten (10) weeks sick leave at two-thirds (2/3) pay.
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Sick leave shall be administered on a calendar year basis and shall be renewed annually on January 01, providing the employee is actively at work or on authorized vacation leave on his first regularly scheduled working day in the new calendar year.

For the purpose of this clause, any illness which extends into another calendar year shall be considered as an illness in the year in which it commenced, and any new entitlement will not be available until the employee has returned to work for not less than ten (10) working days (eight (8) days for employees in the Firefighting Branch) in the new calendar year.

Should, in a calendar year, an employee who has over twelve (12) completed months service and thus entitled to full sick leave coverage (16 weeks full pay, plus 10 weeks at 2/3 pay) exhaust his sick leave entitlement the Corporation will ensure a further fifteen (15) weeks of sick leave at two-thirds (2/3) pay up to the maximum of the current Unemployment Insurance benefit on the following basis:

- (i) in the event of a new disability the employee must have returned to work for a period of at least one (1) calendar month following the exhaustion of his/her former benefits;
- (ii) in the event of a re-occurrence of the former disability, the employee must have returned to work for a period of at least three (3) calendar months following the exhaustion of his/her former benefits.

No monies shall be advanced to City employees against any claim before the Workers' Compensation Board, except to the extent that the sick leave accumulation of the employee would cover the amount so advanced.

8.01(a) Employees claiming sick pay under this clause may be required to supply
(Cont'd) a physician's statement.

For the purpose of the sick pay clause, pregnancy during the period ten (10) weeks prior to the six (6) weeks after delivery will not be considered as an illness. Illness, whether pregnancy related or not, will be considered an illness for the purpose of this clause providing it occurs outside the foregoing period.

8.01 (b) The parties recognize that any unemployment insurance premium reduction accruing to the Corporation as a result of the sick leave plan shall remain entirely with the Corporation.

8.02 (a) Employees off duty temporarily on Workers' Compensation as a result of an accident or occupational illness occurring in the performance of their Fire Department duties shall be paid full salary during such period to the limit of their sick leave eligibility. (Application as per Agreement signed June 14, 1991, covering one (1) year duration, cost calculation for sick leave and top-up, etc.).

8.02 (b) This clause will not be applicable if the employee has not promptly reported the accident and complied with any request for information by the Workers' Compensation Board.

8.03 (a) The Corporation will pay 100% of the premium costs of the following benefits:

- (1) Ontario Health Insurance Plan (O.H.I.P.)
- (2) Group life insurance at a benefit rate of 2 times annual salary with A.D. and D.
- (3) Major medical to include vision care with \$150.00 maximum every 24 months and drug insurance plan with \$10.00 and \$20.00 deductible.
- (4) Basic with Rider dental health insurance plan at 100% of

8.03
(Cont'd)

- (4) insured charges; Riders 2 and 4 at 80% of insured charges to a maximum of \$1,500 per insured person in twelve (12) consecutive months; Rider 3 at 50% of insured charges to a lifetime maximum of \$1,500 per dependent child. Dental health insurance plan subject to \$10.00 (single) and \$20.00 (family) deductibles. Prior year O.D.A. rates shall apply (example: In 1991, 1990 O.D.A. rates shall apply).
 - (5) A chiropractor medical benefit plan, not to exceed \$200 per annum.
- (b) Employees shall participate in the basic Ontario Municipal Employees Retirement System (OMERS) pension plan and in the Canada Pension Plan and their contributions shall be matched by the Corporation. For the purposes of these pension plans "contributory earnings" shall be defined as regular basic salary only. In addition, the Corporation will provide Permanent Partial Disability benefits (as provided under an OMERS Type III supplemental agreement).
 - (c) Upon completion of their probationary period, employees shall join and sustain a Long Term Disability (LTD) insurance plan having a six (6) month waiting period for payment of benefits and a monthly benefit rate of 66-2.3% of regular monthly salary. The premium costs of this LTD Plan shall be fully paid by employees individually, but employees shall receive a pay supplement each month equivalent to their LTD insurance premium. Benefits coverage for employees on LTD consisting of OHIP, Major Medical and Dental to continue while employee on LTD.
 - (d) For employees retiring under the conditions of Article 8.04, or provision of early retirement covered by OMERS, the following shall apply:
 - (1) The Corporation will pay 100% of the premium for O.H.I.P., Group Life Insurance, Major Medical and Dental Health.
- 8.03 (e) The benefits available in 8.03(d) will cease to be available to the employee on attainment of age 65 years.

(f) Legal Assistance

The Corporation will administer a legal assistance plan which will be on a voluntary basis on the part of an employee and accepted at the full cost to the employee. An employee cannot opt in and out as personal needs change. There will be no cost to the Corporation for the provision of this plan.

8.04 In recognition by the parties of the unique **bona-fide** physical and mental requirements of the work, employees shall retire at age sixty (60) pursuant to Corporation By-Law No. 2233, as amended.

8.04.1 During a regular full-time employee's last year of service prior to retirement, as provided by the Ontario Municipal Employee's Retirement System, he/she shall be granted additional vacation entitlement in time or lump sum payment in the ratio of one (1) day's additional vacation for each year of service with the Corporation.

8.05 Monthly payments to the widow or other dependent **as** designated by the Workers' Compensation Board of an employee killed on duty will be made for two (2) calendar years to provide the difference between any workers' Compensation Board award of a monthly pension and two year's salary at the employee's basic rate at the time of his/her death. In the event of a lump sum payment by Workers' Compensation Board, the difference to make up two (2) year's salary will be paid by the Corporation.

8.05.1 The Corporation agrees to maintain benefits to the survivors of an employee killed in the line of duty until the employee's normal age of retirement, or such time as the survivor remarries. Remarriage to be defined as recognized under the Family Law Reform Act.

8.05.2 In consideration for the maintenance of payments and benefits provided for in articles 8.05 and 8.05.1 the survivor is obligated to promptly report any changes in marital and dependent status.

9.00 UNIFORMS AND EQUIPMENT

9.01 (a) Upon appointment, all members of the Firefighting Branch shall be issued the following uniform clothing:

- ▶ Fatigue trousers, 2 pair
- ▶ Fatigue jacket

(b) Upon completion of the probationary period all Firefighting Branch employees shall be issued with the following additional uniform clothing which, when combined with the items listed in 9.01(a) above, shall be deemed a complete uniform issue.

(i) Blue serge dress uniform to include ■ cap, 1 tunic, 2 pair of trousers, ■ parka

(ii) 3 shirts (summer) perma-press
3 shirts (winter) perma-press
1 tie

(c) Employees in the Dispatch Branch who have completed the probationary period, and employees who are Platoon Chiefs or senior officers, and employees in the Fire Prevention Branch shall be issued the following complete uniform issue:

(i) Blue serge dress uniform to include ■ cap, ■ tunic, 2 pair of trousers, ■ parka

(ii) 3 shirts (summer) perma-press
3 shirts (winter) perma-press
■ tie

- 9.01 (d) Employees who are Platoon Chiefs, senior officers, or members of the Fire Prevention Branch shall be issued with the following supplementary uniform issue:
- (i) 1 fall coat
 - (ii) 1 pair gloves
 - (iii) 1 hat cover
- (e) Uniforms and equipment will be replaced as required by wear and tear, as determined by Management.
- (9) Canadian Standards Association Safety footwear shall be worn on duty by all Fire Prevention Branch employees provided there is no cost to the employee.
- 9.02 The supply of uniforms shall require the employee to whom they are issued to be, in the opinion of management, properly, cleanly and **smartly** dressed whilst on duty.
- 9.03 Firefighters shall receive such protective clothing (helmet, coat, boots, gloves and mitts) as is needed and such clothing will be replaced at the Department's expense when warranted by damage or wear to original or subsequent issues.
- 9.04 The Corporation shall supply cleaning vouchers to bargaining unit members according to the following schedule:
- (i) For parkas and fall coats; One (1) voucher per item per year.
 - (ii) For dress tunics and dress trousers issued to employees in the Dispatch Branch, employees who are Platoon Chiefs or senior officers, and employees in the Fire Prevention Branch: two (2) vouchers per item per month.

- 9.04 (iii) For dress tunics and dress trousers issued to employees not specified in clause 9.04(ii) above: six (6) vouchers per item per year (four (4) in the summer and two (2) in the winter).
- (iv) Shirt cleaning - vouchers will be provided to allow six shirt cleanings per month.

10.00 GRIEVANCE PROCEDURE:

10.01 The Association shall appoint a Grievance Committee of four (4) members and shall file notice annually with the Corporation of the names of the employees serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the said Grievance Committee which may take place.

10.02 Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration, believed contrary to this agreement or the accepted departmental rules and regulations, or as a result of any disciplinary action involving any employee(s), the employee(s) concerned may then proceed with the complaint or grievance as provided under Section 10.04.

10.03 The Corporation may refuse to consider any grievance, the alleged circumstances of which occur more than five (5) working days preceding action taken in Step Two (2) of the Grievance Procedure.

10.04 Step One

A complaint of an employee's shall not be considered a grievance until his immediate superior officer has been given an opportunity to adjust the complaint. The officer shall reply to the complaint within forty-eight (48) hours. For the purpose of this clause, immediate superior officer will be defined as the Platoon Chief.

10.05 Step Two

If the complaint is not adjusted to the employee's satisfaction in Step One, the grievance should be presented in writing to the Fire Chief who shall meet with the representatives of the Association within five (5) working days. A written reply shall be made by the Corporation within five (5) working days of the meeting.

10.06 Step Three

If agreement is not reached at Step Two (2), the grievance shall be taken up at a meeting between the Grievance Committee and the General Manager of Community Services. This meeting shall take place not more than ten (10) working days following Step Two (2) of the Grievance Procedure. A written reply shall be made by the Corporation within five (5) working days of the meeting.

10.07 Step Four

If the grievance is not satisfactorily resolved it shall be presented within twenty (20) working days to the Director of Human Resources. A written reply shall be made by the Corporation within ten (10) working days of the meeting.

10.08 Any of the time elements referred to in the foregoing Grievance Procedure may be extended by agreement between the parties.

10.09 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view any disputed operation and to confer with the necessary witnesses.

11.00 DISCHARGE CASES

11.01 Discharge cases will be considered as a grievance commencing at Step Three (3) of the Grievance Procedure provided the grievance is lodged within seven (7) days of the employee's discharge.

12.00 ARBITRATION:

12.01 The grievance that has not been settled by application of the Grievance Procedure in Article 10.00 may be taken to Arbitration, as provided in Section 7, subsection 5 of the Fire Departments Act.

12.02 An employee shall only be discharged or disciplined for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement which, in the opinion of the Arbitration Board or the single Arbitrator, is deemed to be just and equitable.

12.03 No Arbitration Board or single Arbitrator hearing a grievance shall have the right to alter, modify, add to or amend any part of this agreement.

13.00 REMUNERATION

NOTE: All salaries paid as per Memorandum of Agreement, signed and dated February 19, 1997.

NOTE: As referenced in Article 7.00, the change to Statutory and declared Holidays is reflected in the base salary change effective December 31, 1996 (as per the Memorandum of Agreement dated February 19, 1997).

13.01 (a) The salary schedule and respective dates shall be as set out below:

FIREFIGHTING BRANCH	DIFFER- ENTIAL	EFFECT. JAN. 1/92	EFFECT. JULY 1/92	EFFECT. DEC. 31/96
Platoon Chief Training Officer	130%	\$65,465	\$66,235	\$67,873
Captain	116%	\$58,415	\$59,102	\$60,564
Mechanic - F.F. Maintenance - Mech. Firefighter	108%	\$54,387	\$55,026	\$56,387
1st Class F.F.	100%	\$50,358	\$50,950	\$52,210
2nd Class F.F.	95%	\$47,840	\$48,403	\$49,600
3rd Class F.F.	85%	\$42,804	\$43,308	\$44,379
4th Class F.F.	80%	\$40,286	\$40,760	\$41,768
Probationary F.F.	70%	\$35,251	\$35,665	\$36,547

13.01 (a) The salary schedule and respective dates shall be as set out below:
(Cont'd)

FIRE PREVENTION BRANCH	DIFFER- ENTIAL	EFFECT. JAN. 1/92	EFFECT. JULY 1/92	EFFECT. DEC. 31/96
Chief Fire Prevention Officer	130%	\$65,465	\$66,235	\$67,873
Fire Prevention Officer	116%	\$58,415	\$59,102	\$60,564
1st Class F.P. Insp. Plan Exam/Inspector	108%	\$54,387	\$55,026	\$56,387
2nd Class F.P. Inspector	100%	\$50,358	\$50,950	\$52,210
3rd Class F.P. Inspector	95%	\$47,840	\$48,403	\$49,600
4th Class F.P. Inspector	85%	\$42,804	\$43,308	\$44,379
Probationary F.P. Inspector	70%	\$35,251	\$35,665	\$36,547

- 13.01 (a) The salary schedule and respective dates shall be as set out below:
(Cont'd)

CLERK TYPIST	Start Rate 85%	6 Mths. Step 2 - 87.5%	12 Mths. Step 3 - 90%	24 Mths. Step 4 95%	36 Mths. Job Rate 100%
Eff. Jan. 01/92	\$22,744	\$23,413	\$24,081	\$25,419	\$26,757
Eff. July 01/92	\$23,011	\$23,688	\$24,365	\$25,718	\$27,072
Eff. Dec. 31/96	\$23,580	\$24,743	\$24,967	\$26,354	\$27,741

	Eff. Jan. 1/92	Eff. July 1/92	Eff. Dec. 31/96
DISPATCHERS			
1st Class	95% - \$47,840	95% - \$48,403	95% - \$49,600
2nd Class	90% - \$45,322	90% - \$45,855	90% - \$46,989
3rd Class	85% - \$42,804	85% - \$43,308	85% - \$44,379
Probationary	80% - \$40,286	80% - \$40,760	80% - \$41,768

- 13.01(b) A one-time cash bonus in the amount of \$250, less any statutory deductions, will be made to all employees who were on active duty as of July 1, 1996.
- 13.01(c) Social Contract Lieu Days

All employees who (1) were on staff as of June 14, 1993, and (2) are also on the payroll as of the date of ratification of the Memorandum of Agreement, dated February 19, 1997, will be issued a maximum of eight (8) lieu days. The use of the lieu days will not generate any additional costs to the Corporation. There will be no cash payments made for unused lieu days if an employee leaves the employment of the Corporation for any reason. Conditions for use to be determined by the Fire Chief and the Association.

13.02 Each employee who is required, by authority of the Fire Chief of the Fire Department, to act in the capacity of a higher rank shall be paid the rate of such acting rank in respect of all days thus worked.

13.03 Long Service Pay shall be paid annually to all employees of the Burlington Fire Department as follows:

- (i) after five (5) years service and less than ten (10) years service - \$60.00.
- (ii) after ten (10) years service and less than fifteen (15) years service - \$120.00.
- (iii) after fifteen (15) years service and less than twenty (20) years service - \$180.00.
- (iv) after twenty (20) years service and less than twenty-five (25) years service - \$240.00.
- (v) after twenty-five (25) years service and less than thirty (30) years service - \$300.00.
- (vi) after thirty (30) years service and less than thirty-five (35) year service - \$360.00.
- (vii) after thirty-five (35) years service and less than forty (40) years service - \$420.00.
- (viii) after forty (40) years service and less than forty five (45) years service - \$480.00.
- (ix) after forty-five (45) years service and less than fifty (50) years service - \$540.00.

13.03 (x) long service shall be paid annually on the first scheduled pay
(Cont'd) date in the month of December.

13.04 On all shifts at each Station where any of the following vehicles are assigned, namely Pumper, Aerial, Emergency Van, Elevated Platform, or mini-pumper and no officer is detailed and on duty, in charge of such vehicle, the most senior qualified Firefighter on such shift at such Station who is in charge of such vehicle, or assumes the responsibility respecting the same, shall be paid at the rate of a Captain on each such shift where they so act.

13.05 On all shifts at each Station staffed by full-time Firefighters where a Captain is not detailed to be in charge and on duty at such Station, the most senior qualified firefighter who is in charge of such Station, or assumes the responsibility respecting the same, shall be paid at the rate of a Captain on each such shift where they **so** act.

14.00 PROMOTIONS:

14.01 When a Probationary Firefighter has completed the probationary period and has been confirmed as a 4th Class Firefighter, he/she shall remain in that class for twelve (12) months, upon completion of which he/she shall be advanced annually to the next higher class up to and including 1st Class, provided there is a satisfactory Fire Station record and he/she has passed an examination for advancement in rank.

14.02 Promotion beyond 1st Class Firefighter shall be recommended only to fill a vacancy or an additional position authorized by the Corporation.

14.03

In the Firefighting Branch authorized vacancies above the rank of 1st Class and **up** to the rank of Captain shall be staffed by the Fire Chief on the advice of an examination board consisting of the Deputy Chief and all Platoon Chiefs (or Acting Platoon Chiefs). The Director of Human Resources or designate, as an observer, and the Chief Training Officer will attend in an advisory capacity.

In recommending candidates for promotion above the rank of 1st Class, the examination board will consider all candidates who score at least 75% in an examination based on the following factors and possible point scores:

- | | | |
|-------|--|-----------|
| (i) | Fire and station record: | 20 points |
| (ii) | Verbal (30 points) and written(30 points) examination on related work: | 60 points |
| (iii) | Physical condition based on latest medical examination: | No points |
| (iv) | Seniority, 1 point for each completed year of service to a maximum of: | 20 points |

To be eligible for the examination cited in (ii) above, a candidate must, for promotion to Captain, be a firefighter on the Captain Acting status list for a minimum period of two (2) years.

Any candidate who has qualified during the previous 12 month period preceding the examination date, will be required to partake in a practical and/or oral examination.

Should two or more candidates score equally and the examination board be unable to select the most fitting candidate, or should the board be unable to reach a consensus decision on the appropriate candidate, the Fire Chief shall review all factors considered and shall make a final selection.

14.04 Acting Status lists

There shall be Two (2) acting status lists; one for Acting Captains and one for Acting Platoon Chiefs.

(1) Platoon Chief Acting Status

All persons holding the permanent rank of Captain to a maximum of eight (8) positions who have satisfied the requirements as outlined in clause 14.12 shall comprise the Acting Platoon Chiefs' status list. In order to be considered for promotion to the Acting Platoon Chiefs' status list, candidates must have at least one (1) year of service at the Captain's rank.

(2) Captain Acting Status List

To be eligible for qualifying for the Acting Captain list, the firefighter must have completed eight (8) years continuous service in the Firefighting Branch. The maximum number of positions shall be 16 unless altered as a result of Appendix "E".

14.05 If at any time insufficient persons have applied for or been qualified for membership for the Captain Acting status list, the list may be expanded (on a per shift basis only) to meet emergency conditions. In expanding the list to meet emergency conditions, the Fire Chief shall select from the ranks of list Class Firefighters having considered each candidate's average score in 4th, 3rd, 2nd and 1st Class examinations, providing such have averaged 70% or better.

14.06 Persons gaining membership on the Acting status list in emergency conditions and by the operation of clause 14.05 shall not be deemed to be on the Acting status lists for purposes of clause 14.03.

14.07 Separate seniority lists shall be employed in the Firefighting, Fire Prevention, Dispatch and Maintenance branches.

14.08 An applicant promoted to a rank above First Class or transferred to another branch of the department will **serve** a probationary period of six (6) months before confirmation in the rank.

14.09 Vacancies occurring which could involve promotion or transfer to another branch of the department shall be posted by the Corporation for seven (7) calendar days. Applications in writing may be made by an employee or Officer within a further two (2) days.

14.10 **PROMOTIONS (Fire Prevention Branch only)**

Authorized vacancies in the complement of the Fire Prevention Branch under Officer rank shall be staffed by promotional competition open to all employees of the Department. A member of any other branch selected for the Fire Prevention Branch shall serve a probationary period of six (6) months before confirmation in the rank and shall be paid during the term of such probationary period the same rate he/she was earning immediately prior to his/her appointment. Thereafter he/she shall be advanced to the class in the Fire Prevention Branch with a pay rate next higher to his/her rate during his/her probationary period. He/she shall be advanced through the ranks to First Class Fire Prevention Inspector on each twelve (12) month anniversary of the expiration of his/her probationary period provided there is a satisfactory Fire Station record and he/she has passed an examination for advancement in rank.

Competition for appointment of members of other branches to the Fire Prevention Branch at other than Officer level shall be conducted by Fire Chief, Deputy Fire Chief and the Officer in charge of the Fire Prevention Branch. The following factors will be considered and candidates must score 75% or better for appointment:

- (a) Seniority, 1 point for each completed year of continuous Fire Department service, to a maximum of: 20 points
- (b) Past fire and station record: 20 points

- (c) Verbal (30 points) and written (30 points) examination on related work: 60 points

14.11

Authorized vacancies at Officer rank in the Fire Prevention Branch shall be staffed by promotional competition open to **all** employees in the Fire Prevention Branch.

Competition for promotion to Officer rank in the Fire Prevention Branch will be conducted by the Fire Chief, Deputy Fire Chief and the Director of Human Resources or designate, on the following factors:

- (a) Graduation from the Ontario Fire College 20 points
- (b) Oral examination in which candidates will be required to demonstrate:
 - (i) Proven ability to communicate effectively and establish rapport with public;
 - (ii) Proven ability to draw up comprehensive reports;
 - (iii) Demonstrated ability to conduct thorough investigations;
 - (iv) Knowledge of Municipal By-laws, Provincial and Federal Statutes governing Fire Safety;
 - (v) Ability to direct Fire Prevention Staff: 60 points
- (c) Seniority, 1 point for each completed year of continuous Fire Department service, to a maximum of: 20 points

For promotion candidates must have successfully graduated from the Ontario Fire College and score 75% or better in the above competition.

Should two or more candidates score equally in the above competition, the Fire Chief shall review all factors considered and make a final decision.

- 14.11 (c) Appointees to the position of Chief Fire Prevention Officer shall serve a probationary period of six **(6)** months before confirmation in the rank.

14.12 Promotions (Senior Officers)

Promotional competition interview boards for Platoon Chief, Chief Fire Prevention Officer and Chief Training Officer positions shall be comprised of the Director of Human Resources or designate, Fire Chief and Deputy Fire Chief. To be eligible for promotion to Platoon Chief, a candidate must be a Captain and on the Acting Platoon Chief List with one (1) year's experience on that list.

15.00 **LEAVE OF ABSENCE**

- 15.01 Any delegates, not exceeding three (3) in number, who may from time to time be duly authorized and designated by the members of the Association to attend the Annual Conventions of the Provincial Federation, International Association, their seminars or any other activities authorized, shall be granted such time off duty, with total time not to exceed 20 days, insofar as the regular operations of the Burlington Fire Department will permit at the discretion of the Fire Chief; arrangement, replacement and any cost to the Corporation to be paid for by the Association.

- 15.02 The President, any two (2) members of the Executive of the Association and any officers of an affiliated body (subject to substitutes being provided at the expense of the Association), shall be granted such leave of absence as may be necessary for the proper performance of their offices, insofar as the regular operations of the services of the Fire Department will permit, and at the discretion of the Fire Chief.

- 15.03 Leave of absence without pay for personal reasons may be granted to an employee on written application to the Fire Chief for a period not exceeding five (5) working days. Leave of absence exceeding five (5) days may be granted on written application to the Director of Human Resources and with the approval of the appropriate Committee of Council.

- 15.04 Emergency leave of absence without pay for one (1) day may be granted by a Platoon Chief. The instances and circumstances will be reviewed within ten (10) days by the Fire Chief, who will make determination as to appropriate salary treatment.
- 15.05 Up to four (4) days for shift workers and five (5) days for non-shift workers with pay shall be granted to an employee to make arrangements for and to attend the funeral of a member of his/her immediate family; family to mean spouse, child, father, mother, sister, brother, father-in-law, mother-in-law and grandparents.
- 15.06 One day with pay shall be granted to an employee to attend the funeral of his sister-in-law, brother-in-law, aunt or uncle, niece or nephew provided the employee supplies proof of attendance and subject to the approval of the Fire Chief.
- 15.07 Employees detailed by the fire Chief to attend the Ontario Fire College, or related courses shall receive a weekly expense allowance of sixty-five dollars (\$65) per week of full attendance.

16.00 WITNESS SERVICE

- 16.01 An employee who has been subpoenaed as a witness in a court of law or subpoenaed to appear before a governmental agency on a matter related to their duties as a member of the Fire Department of the Corporation:
- (a) Shall be granted time off at his regular rate of pay, less any compensation received for witness service to attend such court when on duty.
 - (b) Shall be granted time and one-half off in lieu or in cash compensation when on off-regular duty time subject to scheduling by the officer in charge, less any compensation received for witness service.

17.00 MEDICAL EXAMINATION

17.01 Every employee covered by the terms of this Agreement shall have an annual medical examination from a Physician appointed by the Corporation.

The examination and/or further diagnostic procedures requested by the doctor will be paid for by the Corporation. The medical records of the Corporation will be made available to the Workers' Compensation Board on request by the Board or to an employee or his/her next-of-kin on request to assist in an appeal against a ruling of the Board.

18.00 GENERAL PROVISIONS

18.01 The Association may furnish the squad room with suitable furniture and fixtures as approved by the Fire Chief. Cost of purchase and maintenance of such furniture and fixtures to be borne by the members of the Association.

18.02 Such furniture to be used at such times as directed by the Fire Chief.

18.03 Future requirements for beds will be the responsibility of the Corporation.

18.04 An employee shall not be engaged in gainful employment other than that of an employee during his tour of duty.

18.05 The Association agrees to pay one-half of the costs for the printing and production of the Collective Agreement. The Corporation will invoice the Association for payment when the final costs for the production of the Collective Agreement are known to the Corporation.

18.06 When it is deemed necessary to meet with the Association's Negotiating Committee and such meetings are during normal working hours, the Association will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be on city premises.

19.00 **DURATION**

19.01 This Agreement shall remain in force and effect from January 01, 1996 to December 31, 1996, and year-to-year thereafter but either party may elect to give notice in writing to the other to amend this Agreement at any time between October 01 and October 31 prior to the expiry date hereof. Such notice and the negotiations arising from such notice shall be subject to the following conditions:

- (1) Any proposed amendment(s) shall be filed with the other party no later than October 31, 1996;
- (2) All other clauses of the Agreement where a proposed amendment has not been requested by either party shall be renewed automatically;
- (3) Unless mutual consent of the parties allows otherwise, only those clauses cited in the proposed amendment(s) referred to in (1) above shall be discussed at any negotiations arising therefrom.

19.02 Retroactive pay and benefits in accordance with this Agreement shall be paid only to those employees on the force at the date of this Agreement, and **also** those employees who have retired from the force by reason of age, illness or injury or transferred to another position within the Corporation for the period of active service in the Fire Department.

IN WITNESS WHEREOF the Corporation of the First Part has affixed its corporate seal under the hands of its proper officers in that behalf, and the Association of the Second Part has hereunder set its hands and seals.

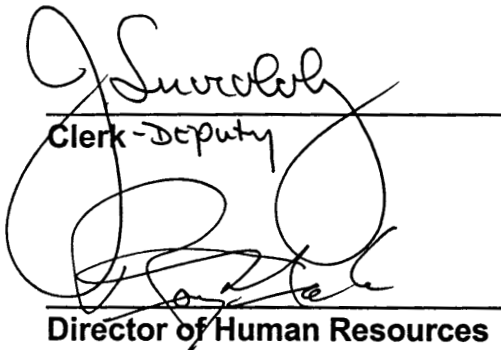
SIGNED AT THE MUNICIPAL OFFICES OF THE CORPORATION OF THE CITY OF BURLINGTON, REGIONAL MUNICIPALITY OF HALTON, PROVINCE OF ONTARIO, THIS 11TH DAY OF APRIL, 1997.

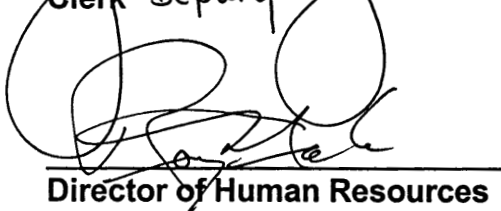
**ON BEHALF OF THE CORPORATION OF
THE CITY OF BURLINGTON**

**ON BEHALF OF THE BURLINGTON
PROFESSIONAL FIREFIGHTERS' ASSOC.
LOCAL 1552 OF FIREFIGHTERS**


Mayor

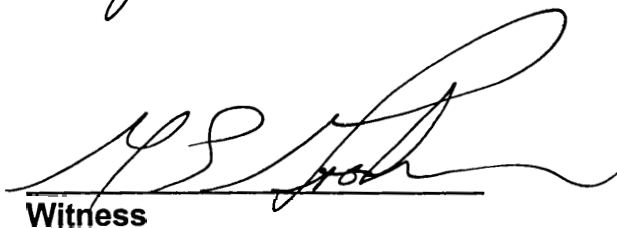

I.A.F.F. Representative


Clerk-Deputy


Director of Human Resources


I.A.F.F. Representative


Fire Chief


Witness

APPENDIX "A"

Articles 5.01, 5.02, 13.02, 13.04, 13.05, 13.06, 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.10 and 14.11 shall not apply to the members of the Dispatch ranch of the **Fire** Department.

HOURS OF WORK

Persons employed in the Dispatch Branch of the Fire Department shall work an average of forty-two (42) hours per week or such other hours as may be scheduled by the Fire Chief.

RETIREMENT

Dispatchers will be required to join the Ontario Municipal Employee Retirement System and compulsory age of retirement shall be age 60.

SALARY SCHEDULE

DISPATCHERS	Effective Jan. 1/92	Effective July 1/92	Effective Dec. 31/96
1st Class	95% - \$47,840	95% - \$48,403	95% - \$49,600
2nd Class	90% - \$45,322	90% - \$45,855	90% - \$46,989
3rd Class	85% - \$42,804	85% - \$43,308	85% - \$44,379
Probationary	80% - \$40,286	80% - \$40,760	80% - \$41,768

APPENDIX "A" (Cont'd)

When a Probationary Dispatcher has completed his/her probationary period and has been confirmed as a 3rd Class Dispatcher, he/she shall remain in that class for twelve (12) months upon completion of which he/she shall be advanced annually to the next higher class **up** to and including 1st Class, providing there is a satisfactory fire station record.

EMPLOYMENT

The Corporation reserves the right wherever possible to employ physically handicapped individuals in the Dispatch Branch of the Fire Department.

APPENDIX "B"

LETTER OF INTENT

The parties, recognizing that the Corporation has the right to determine the number of staff in the Burlington Fire Department, agree that in the event of a lay-off caused thereby or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off, in the case of employees below an officer rank and it will result in the last employee to be promoted to an officer rank, being the first to be demoted. In the event of a recall, employees **shall** be recalled in the inverse order of their lay-off. Officers shall be restored to their respective former officer ranks in the inverse order of their demotion from those ranks, when organizational needs so dictate. In the event of a lay-off, the Corporation will permit the employee(s) so laid off to continue to enjoy the benefits described in clause 8.03(a)(3)(4), for a period of six (6) months subsequent to lay-off provided the employee(s) concerned pay the full cost of such benefit coverage. The right of recall as provided above, will be conditional upon the employee(s) concerned being ready, willing, able and qualified to perform the work involved and shall be valid for twelve (12) months.

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552.

The undersigned, on behalf of both the Corporation and the Association accept this document as being the proper interpretation of the Collective Agreement existing between them relative to the matter of pay disbursement and calculation for so long as salaries are expressed in the collective agreement in annual rates and hours of work remain as in the 1981-1982 collective agreement.

1. The daily rate of pay for a person in the Firefighting and Dispatch Branches shall be his/her annual salary rate divided by 182.
2. The hourly rate payable to a person employed in the Firefighting Branch shall be his/her bi-weekly salary rate divided by 84.
- 3.1 The hourly rate payable to a person employed in the Fire Prevention Branch and Maintenance Mechanic classification shall be his/her weekly salary rate divided by 80.
- 3.2 Clerk-typist hourly rate to be determined by dividing bi-weekly salary by 70 hours.
4. The hourly rate payable to a person employed in the Dispatch Branch shall be his/her bi-weekly salary rate divided by 84.
5. Salaries shall be paid bi-weekly and shall be calculated by dividing the pay rate prevailing on January 1st of each year by 26.0887.

APPENDIX "C" (Cont'd)

For contract years having split salary rates (i.e. rates that vary during the course of a calendar year) pay calculation shall be described above with the proviso that a composite rate shall be calculated for pay purposes and, for the number of pay periods occurring after the date of the split, total bi-weekly base rate salaries already paid shall be subtracted from the composite rate which shall then be divided by the number of pay days remaining in the year to establish the bi-weekly rate for the balance of the year. This calculation shall only apply to persons not promoted during the course of a year.

6. All promotions above the rank of 1st Class shall occur effective on the start of a pay period.

7. Effective for the first full pay period following the date of promotion the promoted employee's bi-weekly rate will be calculated by dividing his/her new annual salary by 26.0887 as the case may be.

SIGNED BY THE CITY OF BURLINGTON, 1981 MARCH 19

BY: "W.CORP"

"D. MURRAY"

"J. SIMMONS"

(Revised: January 1,1991)

APPENDIX "D"

LETTER OF INTENT

1. Notwithstanding Article 13, Subsection 13.04 and 13.05, both parties agree to the following amendments to the above-mentioned sections and subsections of the current Collective Agreement.

2. "During the calendar year, acting time created for the rank of Captain due to vacancies and attendance at the Ontario Fire College and any other reason, shall be shared on a reasonably equal basis by the qualified firefighters on the Captain Acting status list".

APPENDIX "E"

LETTER OF INTENT

CAPTAIN ACTING STATUS LIST

WHEREAS the Corporation has indicated that they foresee no apparent need to expand the list within the next several years, both parties agree that if the City wishes to increase the number of Acting Captains beyond the current 16 positions, the City shall give notice to the Association that circumstances which are not foreseen at this time have occurred such that the City must increase the number of names on the list.

If the City gives such notice, any grievance filed with respect to the provisions of this Letter of Intent, Article 3.01, or any other clause which may pertain in the Collective Agreement, the Association will be limited to a determination whether the circumstances are such to justify the increase in numbers of persons on the list.

Signed at the Municipal Offices of the Corporation of the City of Burlington, Regional Municipality of Halton, Province of Ontario, this 16th day of December, 1994.

SIGNED BY: "Terry Edwards"

"John Gray"

"Roy Male"

"Jim Simmons"

"Gord Muise"

"Mike Boyle"