

# COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF MISSISSAUGA

And

THE CITY OF MISSISSAUGA

FIREFIGHTERS ASSOCIATION, LOCAL 1212

Effective January 1, 2003

Expires December 31, 2005

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2003 - 2005

COLLECTIVE AGREEMENT

THIS AGREEMENT made this 30<sup>th</sup> day of October, 2003.

BETWEEN

THE CORPORATION OF THE CITY OF MISSISSAUGA

Hereinafter referred to as "The Corporation"

OF THE FIRST PART

AND

THE CITY OF MISSISSAUGA FIREFIGHTERS ASSOCIATION,

LOCAL 1212

Hereinafter referred to as "The Association"

OF THE SECOND PART

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# ARTICLE 1

## PURPOSE AND SCOPE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees concerned and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the employees who are subject to the provisions of the Agreement so that there will not be any interference with the operation of the services rendered by the MFES to the Public.

1.02 The provisions of this Agreement shall apply to all full time employees of the MFES under the jurisdiction of the Fire Chief and the Deputy Chief save and except one Administrative Secretary to the Fire Chief.

1.03 Effective September 1, 2001, the provisions of the Collective Agreement will be revised to delete any reference to the following positions and their current job descriptions being within the Association:

Assistant Deputy Chief, Communication (1)  
Assistant Deputy Chief, Maintenance (1)  
Administrative Assistant (1)  
Chief Inspector (1)  
Chief of Training (1)  
Platoon Chief (4)

These employees, and any potential future non-bargaining unit employee, will be dealt with as specified in Appendix 'J'.

## ARTICLE 2

### DEFINITIONS

2.01 Except where a contrary intention appears:

- (a) "Association" means the City of Mississauga Fire Fighters Association, Local 1212.
- (b) "Chief" means the Chief of the Mississauga Fire and Emergency Services of the City of Mississauga.
- (c) "Corporation" means the Corporation of the City of Mississauga.
- (d) "MFES" means the Mississauga Fire and Emergency Services (MFES) of the City of Mississauga.
- (e) "Employee" means any or all personnel of MFES, save and except the Chief, Deputy Chief and one Administrative Secretary to the Fire Chief, and as of September 1, 2001, those detailed in Article 1.03.
- (f) "Member" means an employee who is a member of the City of Mississauga Fire Fighters Association, Local 1212.
- (g) "City" means the Corporation of the City of Mississauga.
- (h) "Officer" means a person with the Rank of Captain or higher.
- (i) "FPPA" means the Fire Protection and Prevention Act (1997) as amended and made pursuant thereto.
- (j) "Mechanic" means Automotive Service Technician and/or Truck and Coach Technician.

## ARTICLE 3

### RECOGNITION

- 3.01 The Corporation recognizes the Association as the exclusive Bargaining Agent for all full time employees of the MFES, with the exception of the Chief, Deputy Chief and one Administrative Secretary to the Fire Chief and as of September 1, 2001, those employees detailed in Article 1.03, and this Agreement shall be regarded as being applicable to all such employees.
- 3.02 All Members covered by this Agreement will be required to notify the Corporation in writing of authorization to deduct membership dues, rates and assessments from their pay. The monies so collected shall be forwarded to the Association each month.
- 3.03 All employees covered by this Agreement who are not Members of the Association will be required to notify the Corporation in writing of authorization to deduct the equivalent of Association membership dues from their pay. The monies so collected shall be forwarded to the Association each month.

# ARTICLE 4

## MANAGEMENT FUNCTIONS

4.01 The Association acknowledges that subject to The FPPA, that it is the function of the Corporation to:

- (a) Maintain order, discipline and efficiency.
- (b) To hire, discharge, transfer, classify, promote, demote or otherwise discipline for just cause, any Member, providing that a claim relative to any of the above matters may be made subject to grievance procedures and dealt with as hereinafter provided.

4.02 Without limiting the generality of the foregoing, generally to supervise and administer the affairs of the MFES.

### 4.03 **TECHNOLOGICAL CHANGE**

- (a) At least 90 days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting employees, the Corporation shall by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change and the location or locations involved.
- (b) Within fifteen (15) days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.
- (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee.
- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by the FPPA. The time limits provided in the FPPA shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.
- (e) No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial

technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

**4.04 CONTRACTING OUT**

Except to the extent of current practice, and except to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this Agreement shall be performed by another employee or by a person who is not an employee of the Corporation.

**4.05** Without prejudice, every January, the Corporation will provide the Association general job descriptions, covering each of the categories set out in Article 9.01 and Article 10.03. In addition, information concerning liability insurance coverage and promotional procedure, will be provided annually to the Association upon request.

**4.06 DISABLED EMPLOYEES**

In the event that an employee becomes disabled and is unable to perform their normal duties, the Corporation will make every attempt to relocate the employee in a suitable alternative position elsewhere in the MFES. In such cases, if the employee is placed in a lower paying position, the employee's salary will be red circled until the pay for the job surpasses the rate being received by the disabled employee.

If an employee has not yet reached their job rate and suffers a WSIB recognized illness or injury which prevents the employee from performing the essential duties of their job, and if the employee successfully completes the examinations, in their entirety, for the ranks up to job rate, then such an employee will continue to progress through the ranks up to the job rate status.

The parties further agree that if, in the future, when the employee is able to perform the duties of their pre-injury position, the employee must prove that their skills are current prior to being returned to that position.

**4.07 INDEMNIFICATION**

The Corporation shall indemnify and save harmless its employees from civil liability arising out of their duties, excluding wilful and malicious damage, and shall provide counsel at its expense as required.

Where an employee is charged with a criminal or quasi-criminal or statutory offence flowing from his/her duties, and is acquitted, he/she shall be reimbursed for any reasonable legal expenses incurred as a result of such



charges as are assessed pursuant to the Solicitor's Act or as are agreed upon by counsel for the Corporation.

4.08 The Corporation shall provide, at its expense to the Association, six (6) copies, capable of being reproduced, of each collective agreement negotiated between the parties hereto or of each collective agreement duly amended by any board of arbitration. The said copies shall be provided not later than thirty (30) days following the execution of the said collective agreement or issuance of the award by the said board of arbitration.

4.09 **CLOTHING AND UNIFORMS**

The Corporation agrees that the practice of supplying fatigues and articles of uniform clothing on an as required basis as determined by the Fire Chief, will continue to remain in effect.

In addition, the MFES will supply log books to employees while on Acting Captain status.

4.10 Labour Management Committee meetings will be held on a bi-monthly basis.

The Committee will deal with the discussion/resolution of labour/management issues. Meeting dates, times and locations will be established at least two (2) months in advance and agendas will be exchanged no less than one (1) week in advance.

4.11 The Corporation agrees to exercise the above functions in a manner consistent with the general purpose and intent of the Agreement and that of the FPPA.

## ARTICLE 5

### HOURS OF WORK AND OVERTIME

5.01 Employees on shift shall be required to work forty-two (42) hours per week which will be worked on a ten (10) and fourteen (14) hours basis, or as may be agreed upon by the Chief and the Association.

10 hour shift - 0800 hours to 1800 hours

14 hour shift - 1800 hours to 0800 hours.

5.02 (a) Employees on permanent days shall be required to work forty (40) hours per week with two (2) full days off per week. No employee on permanent days shall be required to work two (2) Sundays in succession.

(b) Fire Prevention Field Inspectors/Officers will work ten (10) hours, 0800 hours to 1800 hours daily, four (4) days a week, with alternate Mondays and Fridays off. Appendix 'B' of this agreement shall be used for the purpose of the scheduling of shifts under this article.

(c) **PUBLIC EDUCATION**

A normal work week will be between the hours of 0800 and 2100 Monday to Thursday and 0800 to 1800 on Friday. It is agreed that the average hours of work per week will be 40 hours and that the hours may be averaged over 2 or 3 weeks. Events outside of the times listed above will be at overtime rates, time and one half in money or time, at the employee's choice.

It is the duty of the existing members to coordinate the satisfactory operation of the division, subject to the supervisor's approval.

It is agreed that on implementation, each existing member will be afforded the opportunity to transfer to another position when available within Fire and Emergency Services for which he/she meets or can meet the posted qualifications.

(d) MECHANICAL DIVISION

In the interests of improving efficiencies and fully utilizing available mechanical facilities and equipment, the parties agree that they will meet within 90 days of the date of ratification for the purpose of discussing, developing and agreeing upon work schedules for newly hired mechanics. Such discussions will not affect the work schedules and working conditions for current employees, unless such an employee wishes to have a change in his work schedule.

5.03 It is understood nothing in the above schedule of hours of work will prevent an officer granting the request of any two (2) employees to exchange shifts or days off.

The replacement employee, who has agreed to the change, which has been approved by the aforesaid officer, shall thereupon assume all the obligations for that particular tour of duty for the employee so replaced.

5.04 Should the Chief require a meeting, all employees shall be agreeable to report fifteen (15) minutes early to change-over time or remain fifteen (15) minutes after, as the case may be, upon notification from the Chief.

5.05 (a) Overtime shall mean time worked as a continuation of a regular tour of shift as in Clause 5.01. When an employee is required to work more than thirty (30) minutes in excess of his/her regular tour of shift, he/she shall receive credit for 1 ½ hours for each hour or portion thereof.

(b) In the event of callback as per Part 9 s43, ss7, of the FPPA, all employees recalled will be paid a minimum of three (3) hours at one and half (1½) times the regular rate from the time they are called to duty.

(c) Every employee who is required to attend Court, Inquests or Hearings on MFES business, while off duty, shall receive compensation for the said appearance, at the rate of time and one half for each hour spent. Paid time or time off will be calculated at the overtime (1.5) rates. Time off must be mutually agreed upon between the employee and the Fire Chief.

(d) All retired employees who are asked to represent the Corporation in Court, will be paid at straight time at the current rate for the

rank/classification held by the individual at the time of his/her retirement for each approved hour worked.

5.06

**CALLBACK INSPECTION STAFF, DAY WORKERS AND CLERICAL.**

Overtime shall mean time worked in excess of the employee's normal work week and will be compensated for at the rate of time and one half in either pay or time off.

Callback shall mean when an employee is called back to duty, the employee will be compensated at the rate of time and one half for three (3) hours in either pay or time off.

## ARTICLE 6

### VACATIONS

- 6.01 (a) For the purpose of allocating vacations, continuous service with the Corporation will be calculated as of December 31st in the year immediately preceding the year in which the vacation is taken, except sub-clauses (c), (d), (e), (9) which will be calculated from the anniversary date of service. All vacations will be taken between January 1st and December 31st in the year in which they are due.
- (b) Employees who have previous full-time service immediately preceding their start with MFES with either the City of Mississauga, City of Brampton, Town of Caledon or the Region of Peel, will have their service credited for the sole purpose of vacation entitlement with MFES.

6.02 Vacations will be granted on the following basis:

- (a) Employees with less than one year continuous service to receive one (1) day of vacation for each calendar month of such continuous service to a maximum of ten (10) days.
- (b) After one (1) year continuous service two (2) weeks.
- (c) After three (3) years of continuous service, three (3) weeks.
- (d) After ten (10) years continuous service four (4) weeks.
- (e) After seventeen years (17) continuous service, five (5) weeks.
- (9) After twenty-four years (24) continuous service, six (6) weeks.

Selection of vacation dates will be on the basis of seniority with the MFES, subject to the exigencies of the service.

### **FIRE SUPPRESSION**

Vacation selection groups will not exceed a total of nine (9) people. District Chiefs and Acting District Chiefs will form a separate vacation selection group. Group 1 (District Chiefs and Acting District Chiefs) may double book one extra position; however, the District Chief and the Acting District Chief group's vacation availability is exclusive to this group and does not open to the rest of the Fire Suppression staff. In order to determine the number of vacation groups, the formula will be: Total number of Fire Suppression staff minus the District Chiefs and Acting District Chiefs divided by nine (9). The maximum number of suppression firefighters, except group one, allowed to be off per group shall be one (1) person per selection group plus two (2) additional employees per shift will be allowed off for double booking purposes.

The three (3) and three (3) will be allowed to be selected in July, August and December as 1 week providing that there is no four (4) day or four (4) night shift selected immediately before or after the selected three (3) and three (3). Any member selecting a four (4) day or four (4) night immediately before or following the three (3) and three (3) in July, August and December will have the current two (2) week rule apply.

## **FIRE PREVENTION**

The maximum number of Fire Prevention staff (Inspectors and Plans Examiners- including Officers) absent on vacation or on a Floater Holiday shall be calculated by multiplying the total approved complement by 25%. When the product of this calculation has a decimal place greater than 0.5, the product shall be rounded up to the next whole number. The maximum number absent in any single vacation group (Inspections/Plans Examiners) shall be two (2).

If the approved complement increases, to where the 25% rule exceeds the two per group rule, the additional positions will be made available to members based on seniority starting with the largest group and working down to the smallest group.

### **6.03**

## **VACATION CARRY OVER**

No vacation time shall be lost on account of certified illness or injury occurring prior to an employee going off duty to commence his/her scheduled vacation. Where he/she is unable to receive their vacation entitlement because of certified illness or injury, the employee shall be permitted to request a carry over to the succeeding calendar year. Such requests must be in writing and will be permitted only if arrangements cannot be made to take their entitlement at some other time in the entitlement year. The request must be approved by the Chief and will be granted for usage only during the first three (3) months of the succeeding calendar year.

If circumstances arise which prevent an employee from utilizing the first three (3) months of the succeeding calendar year for a carry over, requests must be directed to the Chief, for usage of the vacation carry over at some other time during the same calendar year. Consideration will be given, based on the MFES's continuing operating ability and the availability of alternative vacation times.

Should an employee suffer a certified illness or injury during the course of their scheduled vacation, written requests for the re-scheduling of wholly unused weeks of vacation may be directed to the Chief. Under these circumstances the provisions outlined above for when such time may be granted will apply.

## ARTICLE 7

### STATUTORY HOLIDAYS

7.01 An allowance of eleven (11) days pay for each full calendar year will be made to employees at a rate of time and one-half of each employee's rate in effect on the dates on which the holiday occurred. These payments will be in lieu of the following statutory or other holidays:

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

Payment will be made to all qualifying employees no later than the 4<sup>th</sup> pay of each year. All retroactive adjustments will be paid by the 2<sup>nd</sup> pay of the following year.

A paid Floating Holiday will be granted which shall be taken as time off prior to the end of the calendar year subject to the procedure established by the parties. This provision will be subject to the conditions outlined in the second paragraph of Article 6.02.

7.02 In the case of newly appointed employees, or upon termination of employment of present employees, and where they shall not have worked a full calendar year, they shall receive payment at time and one half of each employee's rate in effect on the dates on which the Holiday occurred for each such statutory and/or other Holiday that occurred during that portion of the calendar year they were employed up to a maximum of eleven (11) such days. In addition, the Floating Holiday will be paid out at straight time.

In addition, any employee hired between October 1 and December 31 of each year will be paid out one-half a day's pay at straight time rates in lieu of the Floating Holiday.

**STATUTORY HOLIDAYS - DAY STAFF**

Day Staff, excluding Clerical employees, may elect to utilize their entitlement to Statutory Holidays in one of the following manners:

- 1) Receive all days as Lieu Day Pay on the basis of Article 7.01 of the current Collective Agreement. A paid Floating Holiday will be granted which must be taken as time off prior to the end of the calendar year subject to the procedure established by the parties.
- 2) Take all days off as scheduled for Corporation staff at the regular straight time rates of pay.
- 3) Take time off for Christmas Day, Boxing Day, New Year's Day, Labour Day, Canada Day, Civic Holiday, Floater Day subject to the conditions under part 1) of this Article, at the regular straight time rates of pay. The remaining 5 statutory holidays will be compensated for as outlined in 7.01 of the Collective Agreement.

In the event of an employee opting to have time off for Statutory Holidays and the Statutory Holiday occurs during their regular days off or during a vacation or period of illness, the employees will receive either a day off at another time in lieu of the Holiday, or be paid time and one half in addition to regular pay for the Holiday. Compensating time off shall be mutually agreed upon between the employee and the Fire Chief. In the event of two employees requesting similar periods of time off and exigencies of the service do not allow for both to be accommodated seniority shall be the determining factor.



## ARTICLE 8

### SICK LEAVE, WELFARE BENEFITS & MILEAGE

#### 8.01 **SICK LEAVE**

The Corporation shall provide sick leave and welfare benefits as outlined in Appendix 'A' of this Agreement.

#### 8.02 **PENSION PLAN**

The Corporation shall pay its portion of the required premiums towards a pension plan as outlined in Appendix 'A' of this Agreement.

#### 8.03 **CLEANING ALLOWANCE**

The Corporation shall provide an allowance of \$200.00 per year to each employee of the Inspection Staff, Dispatch Staff and all ranks above 1st Class Fire Fighters for the cleaning of their uniforms.

All ranks of 1st Class Fire Fighter and below will receive an allowance of \$165.00 per year for the cleaning of their uniforms.

The payment of these allowances, shall be paid on the closest pay period to July 1st each year.

#### 8.04 **MILEAGE** (refer to Appendix 'N')

- (a) The car allowance paid to MFES employees who are required to use their vehicles on MFES business will be increased to a split rate of:

45.1¢ per km for first 600 km per month

35.0¢ per km for any balance over 600 km per month

- (b) An additional fixed rate allowance of \$60.00 per month will be paid to employees who are designated by the Fire Chief as being required to operate their vehicle under dirty and strenuous conditions, on a regular basis.

- (c) The Corporation shall provide a Mileage Schedule, for the payment of mileage, one way, to those members who after reporting for duty at their assigned station, are required to report elsewhere. Such allowance will be paid out to employees in the first week of December each year. Refer to Appendix 'C'.
- (d) Following the Finance Division's review of the Prevention Officer's last 3 month mileage logs, Finance will determine an advance amount to be paid to each employee, each month. For each subsequent month, the Prevention employee must continue to track their mileage to allow for a reconciliation to be made between the amount pre-paid and the actual amount of mileage to be paid.

#### 8.05 REIMBURSEMENT

If an employee is directed to take a course or attend a seminar, and the employee *is* required to use their own vehicle, then the employee will be paid expenses in accordance with the current City Policy.

## ARTICLE 9 – SALARIES AND SERVICE PAY

The following pages contain tables that represent the 2003, 2004, and 2005 salaries for all members with the exception of Clerical Staff. Refer to the Notes of Explanation at Appendix 'L'.

### ARTICLE 9 – SALARIES AND SERVICE PAY

9.01 Salaries for fire fighting members of stall will be as follows:

POSITION	% 1 <sup>st</sup> Class	JAN1 2003	JAN1 2004	APR1 2004	JUL1 2004	DEC31 2004	JAN1 2005	APR1 2005	JUL1 2005	DEC31 2005
Prob.5 <sup>th</sup> Class (1 <sup>st</sup> 6months)	65	41985	43035 S	E A	S	S	2.5%/S	E.A.	S	S
Prob.4 <sup>th</sup> Class (2 <sup>nd</sup> 6 months)	70	45214	46345 S	E.A.	S	S	2.5%/S	E.A.	S	S
4 <sup>th</sup> Class (3 <sup>rd</sup> 6 months)	70	45214	46345 S	E.A.	S	S	2.5%/S	E.A.	S	S
3 <sup>rd</sup> Class	80	51674	52966 S	E.A.	S	S	2.5%/S	E.A.	S	S
2 <sup>nd</sup> Class	90	58133	59586 S	E.A.	S	S	2.5%/S	E.A.	S	S
1 <sup>st</sup> Class	100	64592	66207 S	E.A.	S	S	2.5%/S	E.A.	S	S
Captain	115	74281	76138 S	€A.	S	S	2.5%/S	E.A.	S	S
Training Officer	115	74281	76138 S	E.A.	S	S	2.5%/S	E.A.	S	S
Head Mechanic	120	77510	79448 S	E.A.	S	S	2.5%/S	€A.	S	S
District Chief	130	83970	86069 S	E.A.	S	S	2.5%/S	E.A.	S	S
Admin. Assistant**	130 of current rate									
Chief Fire Inspector**	140 of current rate									
Chief of Training**	140 of current rate									
Asst. Deputy Chief**	150 of current rate									
Platoon Chief***	140 of current rate									

**ARTICLE 9 – SALARIES AND SERVICE PAY**

9.01 Salaries for technical **staff** members will be as follows:

	%of Job rate	JAN1 2003	JAN1 2004	APR1 2004	JUL1 2004	DEC31 2004	JAN1 2005	APR1 2005	JUL1 2005	DEC31 2005
Communications Coordinator	120% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	65884	67531 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	69759	71503 S	E.A.	S.	S	2.5%/S	E.A.	S	S
After 12 months	95	73635	75476 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	77510	79448 S	E.A.	S	S	2.5%/S	E.A.	S	S
Communications Officer	110% of 1 <sup>st</sup> Class F.F. Rate									
Job Rate	100	71051	72827 S	E.A.	S	S	2.5%/S	E.A.	S	S
Communications Operator	90% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	70	40693	41710 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	75	43600	44690 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	80	46506	47669 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	90	52320	53627 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 24 months	100	58133	59586 S	E.A.	S	S	2.5%/S	E.A.	S	S
Systems Tech.	115% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	63139	64717 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	66853	68524 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	70567	72331 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	74281	76138 S	E.A.	S	S	2.5%/S	E.A.	S	S

**ARTICLE 9 – SALARIES AND SERVICE PAY**

9.01 Salaries for technical staff members continued will be as follows:

POSITION	%of Job rate	JAN1 2003	JAN1 2004	APR1 2004	JUL1 2004	DEC31 2004	JAN1 2005	APR1 2005	JUL1 2005	DEC31 2005
Plans Examiner	105% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	57649	59090 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	61040	62566 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	64431	66042 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	67822	69518 S	E.A.	S	S	2.5%/S	E.A.	S	S
Plans Examination Officer	120% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	65884	67531 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	69759	71503 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	73635	75476 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	77510	79448 S	E.A.	S	S	2.5%/S	E.A.	S	S
Public Education Officer	100% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	54903	56276 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	58133	59586 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	61362	62897 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	64592	66207 S	E.A.	S	S	2.5%/S	E.A.	S	S
GIS/Mapper Technician	105% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	57649	59090 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	61040	62566 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	64431	66042 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	67822	69518 S	E.A.	S	S	2.5%/S	E.A.	S	S

\*\* Acting Rates Only as of September 1, 2001

\*\*\* Acting Rate Only as of January 1, 2003

POSITION	%of Job rate	JAN1 2003	JAN1 2004	APR1 2004	JUL1 2004	DEC31 2004	JAN1 2005	APR1 2005	JUL1 2005	DEC31 2005
Mechanic	110% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	60393	61903 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	63946	65544 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	67498	69186 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	71051	72827 S	E.A.	S	S	2.5%/S	E.A.	S	S
Building Maintenance Coordinator	120% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	65884	67531 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	69759	71503 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	73635	75476 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	77510	79448 S	E.A.	S	S	2.5%/S	E.A.	S	S
Building Maintenance Mechanic	110% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	60393	61903 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	63946	65544 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	67498	69186 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	71051	72827 S	E.A.	S	S	2.5%/S	E.A.	S	S
Fire Accounts Receivable Coordinator	100% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	54903	56276 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	58133	59586 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	61362	62897 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	64592	66207 S	E.A.	S	S	2.5%/S	E.A.	S	S

\*\* Acting Rates Only as of September 1, 2001

\*\*\* Acting Rate Only as of January 1, 2003

**ARTICLE 9 – SALARIES AND SERVICE PAY**

9.01 Salaries for technical staff members continued will be as follows:

POSITION	%of Job rate	JAN1 2003	JAN1 2004	APR1 2004	JUL1 2004	DEC31 2004	JAN1 2005	APR1 2005	JUL1 2005	DEC31 2005
Equipment Officer	100% of 1 <sup>st</sup> Class F.F. Rate									
Job Rate	100	64592	66207 S	E.A.	S	S	2.5%/S	E.A.	S	S
Equipment Technician	95% of 1 <sup>st</sup> Class F.F. Rate									
1 <sup>st</sup> 6 months	85	52158	53462 S	E.A.	S	S	2.5%/S	E.A.	S	S
2nd 6 months	90	55226	56606 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 12 months	95	58294	59751 S	E.A.	S	S	2.5%/S	E.A.	S	S
After 18 months	100	61362	62896 S	E.A.	S	S	2.5%/S	E.A.	S	S

\*\* Acting Rates Only as of September 1, 2001

\*\*\* Acting Rate Only as of January 1, 2003

### **Senior Rate Service Pay**

Effective January 1, 2004, a new "Senior Rate Service Pay" will be introduced for classifications outlined in Article 9. To qualify, an employee must:

- (a) have 10 years of service at his/her job rate;
- (b) has written and passed the annual "Senior Rate Service Pay" Process. The qualification process will be mutually agreed upon between the Chief and the Association.
- (c) Service pay specified in Article 9.02 will not be paid to members who are in receipt of the Senior Rate Service Pay.
- (d) The Senior Rate Service Pay is 2% of the affected classification's base rate and is subject to retroactivity. It is paid on the same pay as service pay.
- (e) Having already written and passed the process, if the employee's initial qualification anniversary date falls between January 1 and June 30, the employee will be paid the 2% Senior Rate Service Pay for the entire year. If, however, this date is between July 1 and December 31, the employee will be paid ½ of their Service Pay (Article 9.02) and ½ of their Senior Rate Service Pay.

9.02

### **SERVICE PAY**

The Corporation will provide service pay to those not in receipt of the Senior Rate as follows:

\$ 50 after 5 years of service  
\$100 after 10 years of service  
\$150 after 15 years of service  
\$200 after 20 years of service  
\$250 after 25 years of service  
\$300 after 30 years of service  
\$350 after 35 years of service

These monies will be paid on the first pay in December each year



# ARTICLE 10

## CLERICAL STAFF

### 10.01 HOURS OF WORK AND OVERTIME

Clerical staff shall work 35 hours per week. Overtime in excess of 35 hours per week will be paid at time and one-half in accordance with the provisions of Article 5.06.

### 10.02 STATUTORY HOLIDAYS

Clerical staff will receive the following days as statutory holidays and will be paid for these at straight time rates:

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

Should any clerical member of staff be required to work any of these days, he/she will receive either a day off in lieu of the holiday or be paid time and one-half in addition to regular pay for the holiday.

Clerical staff must work the full scheduled work day prior to and following the holiday in order to be eligible to receive payment for such holiday, or make some other arrangement satisfactory to the Fire Chief.

In addition to the foregoing list, a paid Floating Holiday will be granted which must be taken as time off prior to the end of the calendar year subject to the procedure established by the parties.

### 10.03 CLERICAL SALARIES

- (a) Effective for a five (5) year period and commencing April 1, 2001, and ending on March 31, 2006, the clerical staff will receive compensation based upon the non-union salary scales for salary grades A or B.
- (b) On each April 1<sup>st</sup>, clerical employees will progress through their salary range based on the midpoint of the non-union performance management program's salary increases which is provided to the non-union employees moving through their salary range. Based on the 2001 non-union performance management program's salary increase, the calculation was a 2.5% increase for employees progressing through the salary range.

Effective April 1, 2001

DATE	GRADE A	GRADE B
JANUARY 1, 2003	\$28,694 - \$38,258	\$32,307 - \$43,076
APRIL 1, 2003	\$29,411 - 39,214	\$33,115 - 44,153
APRIL 1, 2004	APRIL 1, 2003 + ECA + PMP INC.	APRIL 1, 2003 + ECA + PMP INC.
APRIL 1, 2005	APRIL 1, 2004 + ECA + PMP INC.	APRIL 1, 2004 + ECA + PMP INC.

ECA = Economic Adjustment

PMP INC. = Performance Management Program's increase

- (c) Effective April 1, 2003 and ending on March 31, 2006, clerical staff will be entitled to the same economic adjustments provided to the non-union staff during the term of this five (5) year period.

**10.04 CLERICAL RETIREE BENEFITS (NRA65)**

- (a) Normal retirement age for Clerical Staff is 65 years of age.
- (b) Clerical NRA 65 retiree benefits shall be as described in Appendix 'I'
- (c) The Corporation agrees to extend to these members, any and all improvements that are extended to the non union staff up to and including March 31, 2006.

**10.05 WORKERS INSURANCE AND SAFETY BOARD EARNINGS**

- (a) When an employee who is absent by reason of an illness or injury occasioned by, or as a result of his/her duties within the meaning of The Workplace Safety and insurance Act, he/she will be entitled to his/her full pay and benefits while he/she is thereby incapacitated and there shall be no loss of accumulated sick credits. "Full Pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.

10.06 Clerical Staff will not receive service pay.

**10.07 HIRING RATES OF PAY**

The parties agree that if the Chief wishes to hire clerical employees at a rate of pay equal to or higher than an existing employee's rate within a

particular job classification, consultation and agreement shall be made with the Association.

10.08 **CLERICAL ACTING PAY**

The parties agree that Acting Time for Clerical employees will be paid to employees who are assigned to a higher classification on the following basis:

- (a) During pre-arranged absences from the first day.
- (b) For unplanned absences of more than five (5) working days with acting pay commencing on the sixth working day.

10.09 Clerical Employees may be hired on a temporary basis to:

- (a) Fill for Pregnancy and parental leaves as per Employment Standards Act.
- (b) Fill for approved vacations.
- (c) Fill absences due to illness of up to 90 days.
- (d) Fill overload situations of up to 30 days duration.

Beyond the above designated time periods, the Chief shall consult with the Association and obtain agreement if an extension is required.

The Chief shall advise the Association in writing of all Clerical Temporary positions (who, when, where, how long and rate of pay) prior to their hiring.

Union dues (full rate) will be deducted for such employees and remitted to the Association's Treasurer on a monthly basis with an explanatory statement (1/10 x 1% per month of a 1st Class FireFighter end rate salary to the even \$1000.00).

10.10 **Cleaning Allowance**

Uniformed clerical staff will be provided with a cleaning allowance of \$200.00 per year.

The payment of this allowance shall be paid on the closest pay period to July 1st each year.

# ARTICLE 11

## SENIORITY, PROMOTION, LAY-OFF & RECALL

- 11.01 In determining an employee's length of service for seniority purposes, computation will begin on the date the employee began work as a full time employee with the MFES.
- 11.02 The first twelve (12) months of employment shall be considered as a probationary period.
- 11.03 Former employees re-entering the service after continuity of service has been broken by any reason (Her Majesty's Service excepted) shall be considered new employees and seniority shall start as of the date they re-enter the service.
- 11.04 The City will provide the Association with a seniority list, of all employees covered by this Agreement who have completed their probationary period, in January of each year. This list shall contain the employee's name, classification as of the date of preparation, date of last promotion and date of employment.
- 11.05 Recommendations for promotions in the MFES shall be based on knowledge, training, ability, skills and efficiency, together with seniority in years of MFES.
- 11.06 The Fire Chief will consider each new employee for advancement of one classification after the employee completes the first 6 months of his/her probationary period.
- 11.07
- (a) Thereafter, each employee will be considered for advancement of one classification every twelve months until he/she has reached the rank of 1st Class Fire Fighter.
  - (b) Clerical Staff will be considered for advancement in the same manner as fire fighting staff until they reach the job rate of their positions. Effective January 1, 2001 to March 31, 2006, Article 10.03 shall apply instead of Article 11.07.
- 11.08 When a job vacancy arises or a new job is created in the MFES, a job posting notice shall be posted at all MFES work places for a period of twenty-one (21) days and a copy shall be sent to the Association. Such

notice will set out the qualifications required in the job description, classification and wage rate.

This clause will not apply to job vacancies within the Fire Fighting Division up to and including 1st Class.

1 ■09 An officer selected from within the present MFES, wherever possible in accordance with qualifications and seniority, shall be placed in charge of any Fire Hall erected in the City.

11.10 In the event of a reduction in the work force, employees shall be laid off in the reverse order of their seniority, with the MFES provided the remaining senior employee has the ability to perform the work required. Employees shall be recalled according to their seniority with the MFES provided the senior employee has the ability to perform the work required. This clause will not apply to probationary employees.

# ARTICLE 12

## LEAVE OF ABSENCE

- 12.01 At the discretion of the Chief, and insofar as the regular operations of the MFES will permit, any four members of the Executive of the Mississauga Fire Fighters Association, Local 1212, shall be granted such leave of absence with pay as may be necessary for the performance of the duties of their office.
- 12.02 An employee will be allowed up to three (3) days leave of absence with pay in the event of the death of his/her father, mother, sister, brother, wife, child, mother-in-law, father-in-law, grandparents or a person considered in loco parentis to attend the funeral or make arrangements for the funeral. Only that portion of the three (3) days which would otherwise have been working time will be paid.
- 12.03 An employee will be allowed one (1) day leave of absence with pay in the event of the death of his/her uncle, aunt, sister-in-law or brother-in-law to attend the funeral or make arrangements for the funeral, provided said day taken is a normal working day.

It is understood that under no conditions can these two bereavement entitlements be concurrent in one leave.

- 12.04 Any employee may request a personal unpaid leave of absence. A written request must be forwarded to the Fire Chief for his/her approval. Leave of absence of up to thirty (30) calendar days may be granted without loss of seniority, rank or group insurance benefits. An unpaid leave of absence of more than thirty (30) calendar days may be granted upon written request, without loss of seniority or rank, but will require the employee to repay the cost to the City for continuing group insurance benefits on their behalf.

Under this provision, employees on unpaid leaves of absence of more than thirty (30) days, will not accrue vacation, sick leave or statutory holiday pay credits, during the period of their absence.

## ARTICLE 13

### PAY FOR ACTING RANK

13.01 Each employee who is required to act in the capacity of a higher rank shall be paid for such higher rank for each shift he/she so works in such rank. The employee promoted to take over such duties shall hold this rank until the officer returns, or until a new appointment is made, at the discretion of the Chief.

Employees who act on a temporary basis in the capacity of Mechanic, as designated by the Chief, will be entitled to receive a payment of \$500 per year.

The Corporation agrees to pay lieu pay for acting rank for any employee working in an acting capacity on a statutory or paid holiday. Reimbursement for such pay (overtime, acting pay, court time, etc) will be made no later than the next pay period after a member works in an acting capacity.

### 13.02 **NON BARGAINING UNIT POSITIONS**

Members acting in Non-Union positions will be subject to the terms and conditions of Appendix 'H'.

Compensation for such acting will be subject to the provisions of Article 13.01 above and will be at the rates stipulated in Article 9.01

## ARTICLE 14

### MEETINGS/SAFETY

- 14.01 The Association shall be allowed to use a City Fire Hall with the Chiefs permission in order to hold meetings.
- 14.02 The Association and the Corporation through the Joint Safety and Occupational Health Committee will recommend to the Chief safe working practices, conditions, equipment and safety awareness programs, throughout the MFES.
- 14.03 The parties agree to establish a Joint Modified Work/Return to Work Committee to make recommendations to the Chief on:
- structure and conditions surrounding injured employees terms and conditions required when RTW,
  - modified work language,
  - requests for Doctor notes.



## ARTICLE 15

### DISCRIMINATION

15.01           The employer agrees that at no time will discrimination be shown towards the employees in respect of this Agreement.

## ARTICLE 16

### GRIEVANCE PROCEDURE

- 16.01 The Association shall appoint a Grievance Committee of three (3) from among their members and shall file notice annually with (i) the Fire Chief (ii) the City Manager or his/her delegate and (iii) the Council of the City of Mississauga, and all three parties shall be notified of any changes made in the Grievance Committee throughout the year. No employee or group of employees shall be permitted to take grievance to Council, or any member of Council, nor shall they be permitted to communicate their grievance to the Public Press except as hereinafter provided for.
- 16.02 Grievances must be submitted to the Corporation within ten (10) days of the origin of the grievance, Saturdays and Sundays included.
- 16.03 Should any complaint or grievance arise relative to working conditions, wages, etc. believed contrary to the existing Agreement or accepted Rules and Regulations as printed, or as the result of any action involving any individual member or members of the MFES, the employee or employees concerned may then proceed as follows to receive explanation, clarification or settlement of the complaint or grievance.

#### **STAGE 1**

The employee may take up the matter orally with the officer in charge of his/her shift, and failing settlement within forty-eight **(48)** hours:

#### **STAGE 2**

The employee may take up the matter orally with the Chief and failing settlement within forty-eight **(48)** hours:

#### **STAGE 3**

Appeals to the Association Grievance Committee, said Grievance Committee shall give due consideration to the grievance and after having satisfied themselves that there is just cause for grievance proceed as follows:

#### **STAGE 4**

The Grievance Committee, accompanied by the employee, may take up the matter in writing with the Chief who shall reply in writing, and failing settlement within forty-eight (48) hours:

#### **STAGE 5**

The Grievance Committee, accompanied by the employee, may take up the written matter with the City Manager or his/her delegate who shall reply in writing, and failing settlement within forty-eight (48) hours:

#### **STAGE 6**

The Grievance Committee, accompanied by the employee, may take up the matter with Council, within fourteen (14) days following the decision in Stage 5, at which time a written statement of the grievance and decision in the preceding stages of procedure shall be tabled within twenty-one (21) days. Failing settlement within three (3) days, the matter may be referred to arbitration by written notice given within seven (7) additional days hereinafter provided for in Article 16.

#### **16.04 GROUP GRIEVANCE**

In the case of a group of employees having an alleged grievance, it shall be taken up by the Grievance Committee, starting at Stage 4.

#### **16.05 GENERAL GRIEVANCES**

- (a) Any differences arising directly between the Association and the City concerning the interpretation or violation of the terms or provisions of the agreement may be submitted to either party by the other at Stage 5.
- (b) In determining the time within which any step is to be taken under the foregoing provisions of this Article, Sundays and Statutory Holidays shall be excluded. Any and all time limits fixed by this Article may, at any time, be extended by agreement, in writing, between the City and the Association.
- (c) At any stage of the grievance procedure, including arbitration, the conferring parties may need 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 MFES to view disputed operations, and to confer with the necessary witnesses.

**DISCIPLINE**

- (a) Employees may request an Association representative be present when being interviewed for purposes of discipline or possible discipline by supervisors or management.
- (b) All employees must be given a copy of any notation or letter of a disciplinary nature that is placed in their personnel file.
- (c) All employees shall be allowed to view their personnel file upon request in accordance with the provisions of the Act to provide for freedom of information and protection of individual privacy in municipalities and local boards Ontario Bill 49.
- (d) Disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warnings will be removed from the employee's personnel file, if more than 24 months have passed since the date of such warning and there has been no other discipline during that period.

The exception to the above is that any discipline imposed due to infractions under the Occupational Health and Safety Act, while not being relied upon if 24 months have passed since the date of such warning, will not be removed from the employee's personnel file.

# ARTICLE 17

## BOARD OF ARBITRATION

- 17.01
- (a) Where, after bargaining in good faith to make every reasonable effort to come to an agreement for the purpose of defining, determining and providing for remuneration, pensions or working conditions of the Members of the Association, the Council of the Municipality or the Bargaining Committee is satisfied that an agreement cannot be reached, may, by notice in writing to the Bargaining Committee or the Council, as the case may be, require all matters in dispute to be referred to a Board of Arbitration of three members.
  - (b) The Council and Bargaining Committee shall each appoint a member within twenty (29) days after written notice of referral to a Board of Arbitration. The two members appointed shall within five (5) days select a third member, who shall be the Chairperson.
  - (c) Where either party fails to appoint a member of the Board of Arbitration, or having appointed a person who is unable or unwilling to act, fails to appoint another member within thirty (30) days, the Solicitor General may, upon the written request of the other party, appoint a member in lieu thereof.
  - (d) Where the two (2) members of the Board of Arbitration appointed by the parties fail, within five (5) days of the appointment of the one last appointed, to agree upon a third member, the Solicitor General may upon notice in writing of such failure given him by either of them, or by either of the parties, appoint the third member.
  - (e) The parties hereto agree to abide by and comply with the majority decision or award of any Board of Arbitration.

17.02 **SINGLE ARBITRATOR**

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of the agreement, or of a decision, or award of a Board of Arbitration, or where an allegation is made that the agreement or award has been violated, either of the parties may, after exhausting any grievance procedure established by the agreement, notify the other parties in writing of its desire to submit the difference or allegation to arbitration, and, if the recipient of the notice and the party desiring the arbitration do not within ten days agree upon a single arbitrator, the appointment

of a single arbitrator shall be made by the Solicitor General upon the request of either party.

- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.

17.03 Where an employee, other than a probationer, has been discharged or disciplined and the matter is referred to arbitration, the Arbitrator or Arbitration Board shall have the power to dispose of the grievance by any arrangement which in the opinion of the Arbitrator or Arbitration Board is deemed to be just and equitable.

17.04 The Letter of Understanding attached, as Appendix 'G' shall constitute the procedure for sending grievances to Expedited Arbitration.

## ARTICLE 18

### DURATION

- 18.01 This Agreement shall remain in force and effect from the 1st day of January 2003 until the 31st day of December, 2005, and from year to year thereafter, unless within a period not greater than sixty (60) days, and not less than thirty (30) days prior to the expiry date, either party give written notice for the termination of the Agreement.
- 18.02 In the event of either party desiring or proposing any change or alterations in the Agreement, but not desiring to terminate the Agreement, such party must give to the other party not less than thirty (30) days written notice before renewal date and both parties shall thereupon negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by their proper officers hereunto duly authorized.

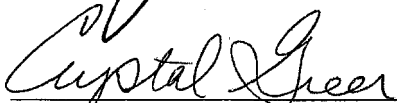
This 14 day of November 2003

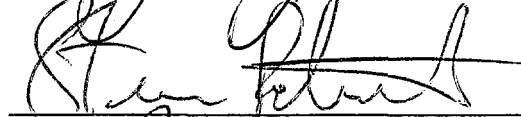
FOR THE CITY OF MISSISSAUGA

FOR THE CITY OF MISSISSAUGA  
FIREFIGHTERS ASSOCIATION  
LOCAL 1212

  
MAYOR HAZEL McCALLIG

  
MARTY GOODKEY, PRESIDENT

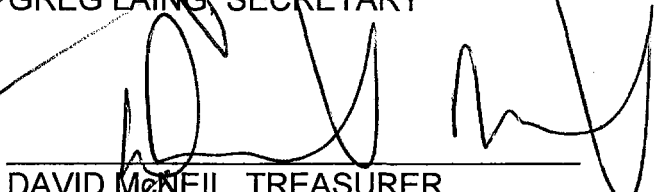
  
CRYSTAL GREER  
CITY CLERK


  
STEVE PETROSONIAK,  
VICE PRESIDENT

  
ERIC DRAYCOTT  
DIRECTOR OF HUMAN RESOURCES

  
GREG LAING, SECRETARY

  
GARRY MORDEN  
FIRE CHIEF

  
DAVID McNEIL, TREASURER

  
MARK TRAIN, EXECUTIVE OFFICER

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## APPENDIX 'A'

### SICK LEAVE, WELFARE BENEFITS AND PENSION PLAN

#### Sick Leave Credits

- A1** Any member hired after January 1, 2001 who has previous full-time service with the City occurring immediately preceding their start with MFES will bring their current STD plan with them and utilize this plan for the first one (1) year of employment. During this time, such employee will accrue sick leave credits at the rate of 1.5 days per month. At the end of that first year, such employee will therefore have 18 sick leave credits in their bank. At the completion of one (1) year of service, such employee will no longer have access to their previous STD plan.

Sick leave credits shall accumulate at the rate of one and one-half (1 ½) days per calendar month of employment. A month of employment shall be one where an employee is employed on all applicable working days in the month and is not absent from his/her duties other than because of accident or illness, time off due to a death in the immediate family, or special leave as authorized by the Chief. Sick leave credits shall not accumulate when an employee is on the Short Term Disability Plan or Long Term Disability Plan but shall continue to accumulate when an employee is absent from his/her duties on sick leave credits or Workers' Safety and Insurance Board.

- A2** Sick Leave credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of employment and may be drawn on after the completion of six (6) months service from the start of accumulation of such credits as defined immediately above.
- A3** The normal work days an employee is absent shall be deducted from his/her accumulated sick leave credits. Whenever an employee's days of illness exceed his/her cumulative credits, he/she will have the right to draw upon any credits he/she may have accumulated for overtime or vacation.
- A4** Other than as defined above, whenever an employee's days of illness exceed his/her cumulative credits, the Chief shall advise the said employee that, upon complete exhaustion of sick pay credits and any other credits due him/her, he/she will be placed on a leave of absence without pay for a period of one year

During this period of unpaid leave of absence, the employee will not accumulate seniority or vacation credits nor will the City be responsible for payment of dues, bond payments or pension contributions. However, the City will pay the employee's portion of such hospital and medical plans and premiums for Life Insurance coverage as may be in force from time to time.

**A5** Absence on account of illness in excess of one-half ( $\frac{1}{2}$ ) day but less than one full day shall be deducted at the rate of one-half ( $\frac{1}{2}$ ) a day's sickness.

**A6** Absence on account of pre-arranged medical and/or dental appointments will not be considered absences eligible for sick pay unless hospitalization is involved.

**A7** For all Staff, Maternity Leave shall be as outlined in The Employment Standards Act. All normal City paid health and life benefits, including the City's portion for optional benefit coverage but excluding OMERS, will continue during this period.

Maternity leave will not be considered sickness in this Agreement.

**A8** Absence from employment for a period in excess of three (3) working days, unless coming under The Workplace Safety and Insurance Act, may require a physician's report of the illness.

**A9** The parties agree that physicians reports will be handled in accordance with the Chiefs memorandum dated 13 January 1993. (Refer to Appendix 'D')

**A10** When an employee who is absent by reason of an illness or injury occasioned by, or as a result of his/her duties within the meaning of The Workplace Safety and Insurance Act, he/she will be entitled to his/her full pay and benefits while he/she is thereby incapacitated and there shall be no loss of accumulated sick credits. "Full Pay" shall be interpreted so as to preclude the possibility of members receiving a greater net pay while on compensation than while working.

**A11** Upon approved retirement, an employee shall be paid an amount equal to his/her total salary, wages or remuneration for one-half ( $\frac{1}{2}$ ) the number of days standing to his/her credit and in any event, not in excess of the amount of one-half ( $\frac{1}{2}$ ) year's earnings at the rate received by the employee immediately prior to such termination of employment.

In the event of the death of an employee prior to normal retirement, a payment similar to that set out above shall be paid to the employee's beneficiary.

Upon termination of employment after seven (7) years of continuous service, an employee shall be paid as outlined above in this Article.

### **Medical**

**A12** The City agrees to maintain and contribute 100% of the cost of the following:

- (a) Ontario Health Insurance Commission.
- (b) Major Medical Benefit including private and semi-private hospital coverage are currently provided under the group policy as well as Out of Country Coverage.

Hearing care coverage under the Major Medical plan will be \$300 per 24 months per person, per family.

Vision care coverage under the Major Medical will be up to \$300.00 every twenty-four (24) months towards the purchase of prescription eye glasses or contact lenses.

### **Life Insurance**

- (c) The parties agree that an Employee Information Booklet as agreed by the parties will be distributed to all employees to outline medical benefits.
- (d) Group Life Insurance Plan with coverage equal to *two* (2) times the employee's salary to the next highest multiple of one thousand dollars (\$1,000).
- (e) An Accidental Death and Dismemberment Benefit on the above basic life insurance.
- (f) A paid up Life Insurance Policy of two thousand dollars (\$2,000) upon approved retirement after five years continuous service with the Corporation. This benefit will not apply if the above life insurance in A12 (d) is still in effect.
- (g) In the event that an employee dies from a WSIB recognized illness or injury and if the Accidental Death & Dismemberment Benefit; (e) above, is not applicable, then the employee's estate will be paid an additional benefit equal to two (2) times the employee's annual salary.

### **Dental**

- (h) A basic dental plan providing benefits will apply. Dental Recall Examinations will be covered on a 9 month basis for those eligible who are 18 years or older. Dental Recall Examinations will continue to be on a 6 month basis for those eligible dependants who are less than 18 years of age.

Effective April 1, 2003, the 2002 ODA schedule of Fees will be implemented. Effective April 1, 2004, the 2003 ODA Schedule of Fees will be implemented. Effective April 1, 2005, the 2004 ODA Schedule of Fees will be implemented.

The City will provide Option #1 under the Dental Plan for Orthodontic and Major Restorative Services for those employees who desire such coverage.

Root Canals and scaling will be reimbursed at 100% as they are covered under the basic dental coverage.

The coverage will be subject to the various restrictions deductibles, etc, as per the Master Insurance Policy. The monthly premium payment for the Optional Dental coverage will be subject to ODA Fee Schedule changes and will be paid 50% by the City and 50% by the employee.

The City will offer Option #2 for Orthodontic and Major Restorative Services for those who desire such coverage. This option will include improved coverage for dentures and root canals in addition to the coverage under Option #1 and will be subject to the same conditions mentioned above.

- (i) Dependents eligible for benefits include your legal spouse or the person who has lived with you in a relationship for a least 12 months, unmarried children, including adopted, foster and stepchildren who are less than 21 years old or unmarried children who are full-time students under the age of 25.

### **Optional Life Insurance**

- A13 The City agrees to provide an option to the Group Life Insurance Plan of an additional one times the employee's salary for which the cost will be borne by the Employee.

### **Long Term Disability**

- A14 The City agrees to provide a Long Term Disability Plan to provide a monthly income equal to seventy-five percent (75%) of the Employee's salary before deductions, up to a maximum of \$4,500 per month.

Payments will commence six (6) months after the disability occurs. The Employee may elect to use any additional Sick Leave Credits accumulated by

the employee prior to receiving benefits from the Long Term Disability Plan. Payments from the above plan will continue until retirement or recovery, whichever comes first. While an Employee is receiving benefits under the above program, he/she shall not continue to accumulate sick leave credits. The cost of this program will be fully paid by the Corporation.

For the purpose of this contract, Disability Benefit shall be as defined for salaried Employees in the master contract. The LTD rate of benefit will be established by the employee's salary as of the first day of the first payment following absence from work. LTD benefits will be paid until normal retirement age.

### **Short Term Disability**

**A15** The City agrees to provide a Short Term Disability Plan for Employees who have completed three (3) months of service with the City. An Employee is eligible to receive these benefits for absence due to accident or sickness. These benefits will equal sixty-six and two-thirds (66 2/3%) of normal income up to the maximum payable by the Unemployment Insurance Commission for up to fifteen (15) weeks duration, benefits will be payable after no more than a 14 day waiting period. When an Employee is receiving benefits under this plan, he/she shall not continue to accumulate sick leave credits.

### **OMERS Pension**

**A16** The City agrees to pay its portion of the required premiums toward a benefit at normal retirement age equal to 2% of each Employee's best 60 consecutive months' average salary multiplied by his/her years of credited service, reduced at age 65 by the prevailing OMERS rate (currently .675% as of November 21, 2001) of such average salary or the average of the last three year's Maximum Pensionable Earnings under the Canada Pension Plan at retirement whichever is the lesser amount, multiplied by his/her years of credited service after January 1, 1966, less any amount payable under an approved pension plan of the Employer. Credited Service means continuous service with the Employer:

- (a) before the participation of the Employer in OMERS, and
- (b) service after the participation of the Employer in OMERS for which an Employee participated.

Average salary will include payment for the following:

Salaries, Service Pay and Pay for Acting Rank and effective January 1, 2001 Lieu Day Pay.

The City agrees to provide the OMERS Optional Service Pension for war service to eligible Members of the Association. This service covers active service during World War II or the Korean War in the Armed Forces or Merchant Marine of Britain or Canada or the Armed Forces of any ally (as designated by the Lieutenant Governor in Council). Maximum World War II service is from September 10, 1939 to September 30, 1947 and maximum service in the Korean War is from July 5, 1950 to November 1, 1953.

### **NRA 60 Retirement**

#### **A17 Criteria**

Normal retirement age for non-Clerical members shall be sixty (60) years of age. Qualification for benefits include those employees who satisfy the following:

- (a) an employee who is 60 or more years of age and who retires on an OMERS pension which is not actuarially reduced  
Or
- (b) an employee who retires on the OMERS 85 Factor  
Or
- (c) an employee who retires on an OMERS pension which is not actuarially reduced who has achieved 30 years of credited and eligible service and is within 10 years of normal retirement.  
Or
- (d) an employee who retires due to disability however such benefit coverage will be provided for a maximum of ten (10) years.  
Or
- (e) an employee who retires during an OMERS early retirement window period who is eligible to receive an OMERS pension which is not actuarially reduced.

### **A18 Benefits**

The Corporation shall provide, at its expense, to non-clerical members who retire the following benefits:

- (a) OHIP (or any future Provincial Government's replacement for the Ontario Health Insurance Plan) will be paid 100% by the City.
- (b) Basic Life Insurance as per A12 (d) of the Collective Agreement for the retiree will be paid 100% by the City.
- (c) Optional Life Insurance is at the retiree's option and at the retiree's expense, the option to continue A13 (Optional Group Life Coverage) of the Collective Agreement provided the Corporation receives the premiums at least three (3) months in advance of the coverage period.
- (d) Major Medical coverage will be paid 100% by the City. This coverage will be the same as provided for active members as per A12 (b) save and except that retirees will be provided with Semi-Private Hospital Room coverage.
- (e) Basic Dental Plan coverage as per Article A12 (g) of the Collective Agreement will be provided for the retiree and will be paid 100% by the City.
- (f) Optional Dental Plan coverage as outlined in Article A12 (g) will be made available to the retiree if the said retiree had the optional coverage prior to their date of retirement. The retiree will be responsible for advance payment of his/her portion of the premium for optional coverage.
- (g) Duration of

These retiree benefits will be offered until the retiree reaches the age of 65 or for a maximum of 10 years of benefit coverage from the date of their retirement.

(h) Extended Benefit Coverage

Employees who retire on an OMERS unreduced pension, who have greater than ten (10) years to age 65, will be provided with the opportunity to purchase up to five (5) years group benefits either at the commencement or the conclusion of this ten (10) year maximum where the City paid (pays) 100%.

(i) Duration of Coverage upon the death of a retiree

The Corporation will continue coverage for participating retirees widow(ers) until the retiree would have reached the age of 65 or for a maximum of 10 years from the deceased's retirement date.

**A19 WIDOW(ERS) BENEFIT COVERAGE (Non-Compensable)**

Widows (widowers) of active members will be allowed to purchase major Medical semi-private Coverage, Basic dental and Optional Dental. Premiums must be paid in advance. This option to purchase benefit coverage ceases when the employee would have reached age 65.

**A20 WIDOW(ERS) BENEFIT COVERAGE (Compensable)**

A surviving spouse whose spouse died from a WSIB recognized illness or injury, will be provided with 50% premium coverage for major medical and dental benefits, paid by the City. The option to participate in the benefit coverage plan ceases when the employee would have reached age 65 or the surviving spouse remarries, whichever occurs first.

**A21 U.I.C. Rebate**

It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12ths) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

**A22 Benefit Improvements**

This confirms the understanding of the parties concerning Benefits and Vacation improvements. The parties agree that should the Corporation provide revisions to the Benefit Plan and/or Vacation Policy for its Corporate staff during the period of this contract, then the Corporation shall meet with the Association's negotiating Committee on April 7, 2003, April 12, 2004 and April 11, 2005, to provide the Association with the details of same and provide the association Executive with the opportunity to have this plan granted to the members of this Association.



**APPENDIX 'B'**  
(References Part of Article 5.02 b)

**FOUR DAY WORK WEEK SCHEDULE FOR FIRE PREVENTION**  
**(FIELD INSPECTORS/OFFICERS)**

(inspection divided into two (2) groups, A and B)

A - Group A Working  
B - Group B Working

<b>WEEK</b>	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
1	A	A/B	A/B	A/B	B
2	A	A/B	A/B	A/B	B
3	A	A/B	A/B	A/B	B
4	A	A/B	A/B	A/B	B
5	B	A/B	A/B	A/B	A
6	B	A/B	A/B	A/B	A
7	B	A/B	A/B	A/B	A
8	B	A/B	A/B	A/B	A

**APPENDIX 'C'**  
 (Forming Part of Article 8.04 c)  
**MISSISSAUGA FIRE & EMERGENCY SERVICES**  
**FROM STATION TO STATION**  
**DISTANCE IN KILOMETERS**

	101	102	103	104	105	106	107	108	109	110	111	112	114	115	116	117	118	119	121	122	Comm Center
101		7.0	12.0	7.0	19.0	5.0	7.0	12.0	11.0	2.0	17.0	5.0	7.0	11.0	14.0	6.0	7.0	16.0	10.0	14.0	12.0
102	7.0		9.0	4.0	22.0	7.0	12.0	20.0	14.0	5.0	24.0	12.0	13.0	18.0	17.0	9.0	14.0	19.0	16.0	21.0	19.0
103	12.0	9.0		6.0	31.0	16.0	5.0	12.0	23.0	10.0	16.0	9.0	17.0	9.0	26.0	18.0	14.0	33.0	18.0	12.0	24.0
104	7.0	4.0	6.0		26.0	11.0	8.0	15.0	17.0	4.0	19.0	11.0	13.0	12.0	20.0	13.0	14.0	23.0	16.0	16.0	18.0
105	19.0	22.0	31.0	26.0		15.0	26.0	19.0	10.0	21.0	18.0	22.0	14.0	24.0	5.0	13.0	18.0	5.0	13.0	23.0	13.0
106	5.0	7.0	16.0	11.0	15.0		12.0	16.0	7.0	6.0	20.0	9.0	10.0	14.0	10.0	5.0	11.0	12.0	12.0	17.0	15.0
107	7.0	12.0	5.0	8.0	26.0	12.0		8.0	18.0	7.0	12.0	5.0	12.0	5.0	21.0	14.0	9.0	23.0	14.0	8.0	20.0
108	12.0	20.0	12.0	15.0	19.0	16.0	8.0		14.0	14.0	5.0	7.0	6.0	5.0	14.0	11.0	5.0	21.0	6.0	4.0	12.0
109	11.0	14.0	23.0	17.0	10.0	7.0	18.0	14.0		13.0	16.0	14.0	8.0	16.0	5.0	5.0	11.0	11.0	9.0	19.0	11.0
110	2.0	5.0	10.0	4.0	21.0	6.0	7.0	14.0	13.0		19.0	7.0	8.0	12.0	17.0	8.0	9.0	18.0	11.0	15.0	14.0
111	17.0	24.0	16.0	19.0	18.0	20.0	12.0	5.0	16.0	19.0		11.0	10.0	7.0	13.0	17.0	9.0	20.0	8.0	6.0	11.0
112	5.0	12.0	9.0	11.0	22.0	9.0	5.0	7.0	14.0	7.0	11.0		8.0	6.0	17.0	9.0	5.0	19.0	9.0	9.0	15.0
114	7.0	13.0	17.0	13.0	14.0	10.0	12.0	6.0	8.0	8.0	10.0	8.0		10.0	9.0	5.0	4.0	15.0	4.0	10.0	7.0
115	11.0	18.0	9.0	12.0	24.0	14.0	5.0	5.0	16.0	12.0	7.0	6.0	10.0		19.0	11.0	6.0	21.0	11.0	3.0	17.0
116	14.0	17.0	26.0	20.0	5.0	10.0	21.0	14.0	5.0	17.0	13.0	17.0	9.0	19.0		9.0	13.0	7.0	8.0	18.0	8.0
117	6.0	9.0	18.0	13.0	13.0	5.0	14.0	11.0	5.0	8.0	17.0	9.0	5.0	11.0	9.0		7.0	10.0	9.0	14.0	12.0
118	7.0	14.0	14.0	14.0	18.0	11.0	9.0	5.0	11.0	9.0	9.0	5.0	4.0	6.0	13.0	7.0		17.0	5.0	9.0	11.0
119	16.0	19.0	33.0	23.0	5.0	12.0	23.0	21.0	11.0	18.0	20.0	19.0	15.0	21.0	7.0	10.0	17.0		16.0	23.0	15.0
121	10.0	16.0	18.0	16.0	13.0	12.0	14.0	6.0	9.0	11.0	8.0	9.0	4.0	11.0	8.0	9.0	5.0	16.0		10.0	6.0
122	14.0	21.0	12.0	16.0	23.0	17.0	8.0	4.0	19.0	15.0	6.0	9.0	10.0	3.0	18.0	14.0	9.0	23.0	10.0		16.0
Comm Center	12.0	19.0	24.0	18.0	13.0	15.0	20.0	12.0	11.0	14.0	11.0	15.0	7.0	17.0	8.0	12.0	11.0	15.0	6.0	16.0	

# APPENDIX 'D'

(References Article A-9)

## MEMORANDUM

**DATE:** 13 January 1993

**TO:** Assistant Deputies  
District Chiefs  
Chief Inspector  
Director Training  
Deputy Chiefs Secretary

**FROM:** C W Hare - Fire Chief

**RE:** **Physicians Reports**

Please ensure that the following procedure is followed concerning physicians reports:

- 1) When anyone reports to work after more than 3 days absence, they may be required to provide a physicians report of illness.
- 2) When an employee is absent for 3 days, the responsible District Chief or alternate will in consultation with the Deputy, determine if a physician's report is required.

Questions on this matter may be referred to the Deputy or myself.

C Hare  
Fire Chief

cc Deputy Chief  
L McPhail

# APPENDIX 'E'

## LETTER OF UNDERSTANDING

between

**THE CORPORATION OF THE CITY OF MISSISSAUGA**  
(the "City")  
and

**THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212**  
(the "Association")

### **RE: OPERATION OF THE JOINT COMMUNICATION CENTRE (JCC)**

---

1. The Association agrees that "Contracting Out" is waived for the purpose of joint call taking and joint dispatching to effectively operate the Joint Communication Centre.
2. This is without precedent or prejudice to any other position that the Association may take to any other "Contracting Out" issue.
3. The City is committed to hiring an additional Operator per shift and to subsequently discontinue the practice of regularly assigning a Suppression Fire Fighter.
4. The Members of this Committee agree that they will work together to resolve all identified issues.
5. It is understood that Local 1212 members will continue to be members of Local 1212 and subject to all the terms and conditions of their Collective Agreement.
6. The parties agree that no Local 1212 member will be laid off because of this agreement.
7. After one year of joint operations, the parties agree to hold a joint conference between the Mississauga Fire Fighters' Association Executive and Brampton's Fire Fighters Executive IAFF Local 1068, for the purpose of determining how the employees can work towards a common set of working conditions. To facilitate this discussion, the Corporation will, at its expense, pay for a facilitator to assist the two union executives to recommend some common working conditions.
8. This JCC Agreement is exclusively with and subject to the appropriate agreement struck between the City of Brampton and the Brampton Fire Fighters Association, Local 1068 IAFF.
9. The parties further agree that the Simmons Board is no longer seized on this matter.

10. The parties agree to revise the following rates when the joint Communication Centre is fully operational.

Communication Officer	115%
Communication Operator	100%

Fully operational means full joint call taking and dispatching.

AGREED TO BY:

Signed For the Association

  
Marty Goodkey

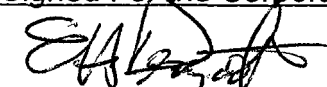
  
David McNeil

  
Steve Petrosoniak


  
Greg Laing


  
Mark Train

Signed For the Corporation

  
Eric Draycott

  
Garry Morden

  
Louise Ann Riddell

  
John McDougall

Dated at Mississauga, Ontario, this 14 day of November 2003

APPENDIX 'F'

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA  
(the "City")  
and

THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212  
(the "Association")

RE: AUTOMATIC AID

This Memorandum confirms that the Mississauga Fire and Emergency Services may give or receive assistance to and from an adjacent Fire and Emergency Services Department for emergencies occurring on highways or roadways.

Where there is a quicker response time for the Mississauga's Fire and Emergency Services to attend to an emergency situation on a roadway or highway which falls within the boundary of a surrounding municipality then Mississauga's Fire and Emergency Services may attend to the scene. Similarly, an adjacent Municipality's Fire Department may be the primary responder to an emergency on the aforementioned roadways within the jurisdiction of the City of Mississauga.

This agreement is without prejudice or precedent to any other positions the Association may take regarding any other "contracting out" issue.

It is further agreed that by signing this Letter of Understanding, the issue is formally removed from the jurisdiction of the seized Simmons Board (1996-1998).

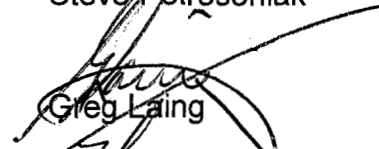
AGREED TO BY:

Signed For the Association

  
Marty Goodkey

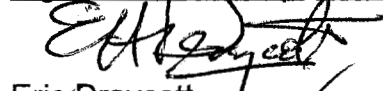
  
David McNeil

  
Steve Petrosniak

  
Greg Laing

  
Mark Train

Signed For the Corporation

  
Eric Draycott

  
Garry Morden

  
Louise Ann Riddell

  
John McDougall

Dated at Mississauga, Ontario, this 14 day of November 2003

**APPENDIX 'G'**  
**(References Article 17)**

**LETTER OF UNDERSTANDING**

between

**THE CORPORATION OF THE CITY OF MISSISSAUGA**  
**(the "City")**  
and

**THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212**  
**(the "Association")**

**RE: EXPEDITED ARBITRATION**

---

It is agreed for the life of the current Collective Agreement and expiring on December 31, 2005, that it may be of mutual benefit to expedite the arbitration of appropriate grievance/discipline appeals on a trial basis. Recognizing the primary objectives of expedited arbitration to provide a timely, informal and relatively inexpensive procedure for resolving grievances and disciplinary appeals, the parties agree to the following guidelines.

Dates for expedited arbitration, and the selection of a sole arbitrator, shall be identified and mutually agreed to in advance. Where a date cannot be utilized, it will be made available for regular arbitration. If dates cannot be utilized in the foregoing manner, the cost of cancellation will be divided equally between the parties. In order to minimize these cancellation costs, the parties shall meet not later than forty-five (45) days prior to the scheduled arbitration date, in order to determine whether the grievance can be resolved.

Cases selected for expedited arbitration shall be subject to mutual agreement between the Corporation and the Association. Following written notification from the Association of its desire to proceed to expedited arbitration, the Corporation shall confirm its agreement or otherwise, not less than sixty (60) days prior to the desired date of hearing. Time permitting, multiple cases may be scheduled on the same day.

Cases agreed to for expedited arbitration shall be those where there is not preliminary objections and where there is prior agreement on the facts of the case, unless otherwise is agreed by the parties in advance. The need for witness testimony and cross examination will be minimal, if at all. All documents, statements, etc., to be submitted as evidence at the hearing shall be subject to prior disclosure between the parties not later than forty-five (45) days prior to the scheduled arbitration date. Submission of any new evidence at the hearing stage shall be subject to mutual agreement. Both parties shall retain the counsel of their own choice. Only the employee and the management representative(s) and Union Labour Relations representatives(s) involved shall attend the arbitration. Witnesses and/or observers may attend subject to prior notification to either party.

It will be the parties' intent at expedited arbitration to keep the process as informal as possible, avoiding procedural delays and overly legalistic approach. The arbitrators shall ensure procedural delays are avoided.

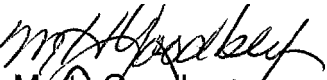

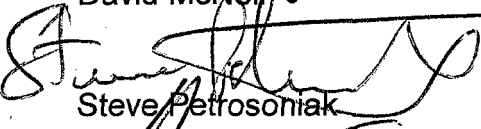
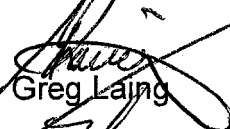

Opening comments and arguments will be concise and limited to a brief statement of relevant facts and rationale for the respective positions. Jurisprudence will be limited to that which is deemed to support the respective positions of the parties, with copies prepared and provided in advance of the hearing.

Bench or oral awards will be permitted with the consent of both parties, subject to later confirmation in writing. In any event, decisions rendered in expedited arbitration while binding, will be without precedent or prejudice to any other matters arising between the parties and will not be relied upon as jurisprudence or subject of jurisprudence. The arbitrator shall render a decision within (3) day of the hearing. No written reasons for the decision shall be provided beyond those the arbitrator deems necessary to convey the decision.

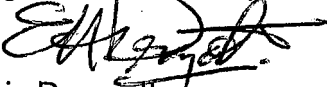
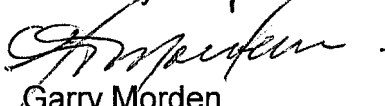


The parties agree the expedited arbitration process is a new addition to the grievance procedure and may require adjustment. The parties agree that, where necessary, as determined by either party, certain aspects of the expedited arbitration process will be revised.

AGREED TO BY:

Signed Fox the Association

  
Marty Goodkey  
  
David McNeil  
  
Steve Petrosiak  
  
Greg Laing  
  
Mark Train

Signed For the Corporation

  
Eric Draycott  
  
Garry Morden  
  
Louise Ann Riddell  
  
John McDougall

Dated at Mississauga, Ontario, this 14 day of November, 2003



APPENDIX 'H'  
(References Appendix J and Article 13)

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA  
(the "City")  
and

THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212  
(the "Association")

**RE: ACTING - NON BARGAINING UNIT POSITIONS**

---

It is agreed that the following procedure will be followed for employees who act in a non-bargaining unit position.

- Where an employee acts in a non-union position, the employee shall retain their bargaining unit status (paying union dues; all rights of the collective agreement).
- The employee will not be required to administer any discipline while acting beyond the normal scope of their duties;
- No employee will lose any seniority while acting.
- The Acting Employee will be paid a minimum increase which reflects the current differential paid for such assignments. (For example, the employee acting for the Chief of Training would receive an increase of 25%, 140% Rate for the Chief of Training - 115% of a First Class Fire Fighters salary).
- An Acting Rotational System (i.e. similar to the current rotational system used for in the Prevention Division and Training Division) will be jointly developed for employees Acting in the Non-bargaining Positions. The association executive will meet with the City within 90 days of the date of ratification to finalize the applicable system.

AGREED TO BY:

Signed For the Association

  
Marty Goodkey

  
David McNeil

  
Steve Petrosoniak

  
Greg Laing

  
Mark Train

Dated at Mississauga, Ontario, this 14 day of November, 2003

Signed For the Corporation

  
Eric Draycott

  
Garry Morden

  
Louise Ann Riddell

  
John McDougall

**APPENDIX 'I'**  
(Reference Article 10.04)

**CLERICAL RETIREE BENEFITS**

The Corporation agrees to provide the following Retiree Benefit Plan to Clerical (NRA 65) Members.

This is a cost sharing agreement, where the Corporation will pay 66 2/3 % of the benefit premiums and the retired member will pay 33 1/3 % of the benefit premiums.

Eligibility:            Full time NRA 65 members  
                             Members who immediately accept an OMERS Pension  
                             Plan must be joined within 31 days following retirement  
                             Members who have not attained the age of 65

The insured coverage must remain as a complete package and includes the following:

**MAJOR MEDICAL HEALTH COVERAGE**

As per coverage offered to active non-union salaried employees, including semi-private hospital coverage and excluding out of Country coverage.

Reimbursement is at the rate of 80%.

The maximum out of pocket cost for single coverage is \$200.00 per year and \$400.00 per year for family. Thereafter, reimbursement is 100% for the remainder of the year.

**BASIC DENTAL COVERAGE**

As per coverage offered to active non-union salaried employees.

Reimbursement is at the rate of 80%.

The maximum out of pocket cost for single coverage is \$200.00 per year and \$400.00 per year for family. Thereafter, reimbursement is 100% for the remainder of the year.

## **OPTIONAL MAJOR RESTORATIVE/ORTHODONTIC DENTAL COVERAGE**

As per coverage offered to active non-union salaried employees.

## **LIFE INSURANCE**

Maximum coverage: \$10,000.00

## **SURVIVOR BENEFITS CONTINUANCE**

The cost sharing agreement will be maintained until the deceased employee's 65<sup>th</sup> birthday.

**APPENDIX 'J'**  
(References Article 1.03)

**EXCLUSIONS**

It is agreed that the listed 9 classifications (12 positions), will be excluded from the bargaining unit effective September 1, 2001 and the Collective Agreement will be revised to delete any references to the following positions and their current job descriptions being within the Association:

- Fire Chief (1)
- Deputy Fire Chief (1)
- Administrative Secretary to the Fire Chief (1)
- Assistant Deputy Chief, Maintenance (1)
- Assistant Deputy Chief, Communication (1)
- Administrative Assistant (1)
- Platoon Chief (4)
- Chief of Training (1)
- Chief Fire Inspector (1)

The above listed positions will not be Association positions. It is agreed that the City will not seek further existing bargaining unit exclusions prior to April 1, 2006. It is also agreed that further existing bargaining unit exclusions will not be pursued until the 4 platoon chiefs positions have been filled. When future exclusions are sought, the City commits to meet with the Association to resolve such exclusions prior to same being pursued at the OLRB as outlined in Section 54 of the Fire Protection and Prevention Act (1997).

It is understood that each incumbent in the above noted positions will be offered the now non-union positions. If he chooses not to take this position, the City will treat the employee in accordance with s54 (6) of the Fire Protection and Prevention Act (1997).

The Corporation agrees that the above listed exclusions from the bargaining unit, include the five (5) automatic positions as referred to in Section 54 of the Fire Protection and Prevention Act (1997).

This does not preclude the Corporation from seeking future new non-bargaining unit positions at any time. When future new exclusions, other than those listed above, are sought, the City commits to meet with the Association to resolve such new positions prior to same being pursued at the OLRB as outlined in Section 54 of the Fire Protection and Prevention Act.

The Corporation commits to ensuring the above named new position (Platoon Chief) will not affect the existing Bargaining Unit complement of District Chiefs as of March 3, 2001. The number of District Chiefs as of that date ( March 6, 2001) is 8.

Further, Appendix 'H' is agreed which outlines the Acting of bargaining unit employees in positions excluded from the Bargaining Unit.

Further, the parties agree to meet to discuss personnel who exercise their right to remain in the bargaining unit from the above excluded positions. The parties agree that these people will not have a negative financial or career impact on existing bargaining unit members.

**APPENDIX 'K'**

June 11, 2002

Martin Goodkey  
62 Port Street West  
Mississauga, ON L5H 1E3

Dear Marty:

Re: Benefit Coverage During Canadian Military Training  
(DND approved)

This letter confirms that if an employee is involved in Military Training exercises, in a non-combative setting, then all benefits including life insurance are applicable. Requests for time off will be dealt with as per Article 12.04.

Should you require any additional information, please feel free to call me at (905) 896-5030.

Bill Vickers  
Manager, Compensation & Benefits

c.c. L. A. Riddell, Manager, Labour Relations and Health & Safety

**APPENDIX 'L'**  
**LETTER OF UNDERSTANDING**  
**between**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**  
**(the "City")**  
**and**

**THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212**  
**(the "Association")**

**RE: Article 9 Notes of Explanation**

On January 1<sup>st</sup> of each of the three years 2003, 2004 and 2005, an interim adjustment of 2.5% will be granted to each position in the bargaining unit under Article 9 of the Collective Agreement.

On April 1<sup>st</sup> of each of the three years 2003, 2004 and 2005 each category will be increased by the difference of the initial January 1, 2.5% interim adjustment and the actual non-union Economic Adjustment should it be higher. This is represented on the tables by the symbol E.A.

On January 1, July 1 and December 31 of each of the three years 2003, 2004 and 2005, a snap shot will be taken of the Toronto Fire Department's 1<sup>st</sup> Class Fire Fighter Rate and the Peel Regional Police's 1<sup>st</sup> Class Constable Rate to calculate the Composite Average of the two. This will be a simple average, by adding the two rates and dividing by two. Should this composite Average exceed the 1<sup>st</sup> Class rate paid to an M.F.E.S 1<sup>st</sup> Class Fire Fighter, the difference will be applied to the grid for a 1<sup>st</sup> Class Fire Fighter and all other categories will be adjusted accordingly. Retroactive pay increases will only be applied back to the snap shot date where the change was first observed.

**At the signing of this Collective Agreement it is noted that the all snap shot adjustments for 2003 were made; hence, only one salary was needed to be reported.**

For the sole purpose of performing these calculations, the normal expiry date of this Collective Agreement, December 31, 2005, will be extended if necessary. These' adjustment dates are represented on the tables by the symbol S.

AGREED TO BY:

Signed For the Association

  
Marty Goodkey

  
David McNeil

  
Steve Petrosioniak

  
Greg Laing

  
Mark Train

Signed For the Corporation

  
Eric Draycott

  
Garry Morden

  
Louise Ann Riddell

  
John McDougall

Dated at Mississauga, Ontario, this 14 day of November 2003

APPENDIX 'M'  
LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA  
(the "City")  
and

THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212  
(the "Association")

RE: Letter of Understanding re: Medical Notes and Article A-9.

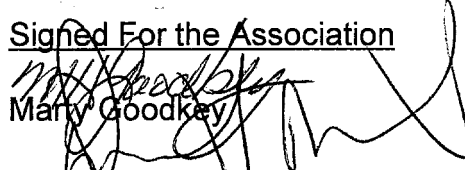
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At the signing of this Collective Agreement, the parties have agreed to extend the language of the Memorandum of Settlement which read:

Subject to both A-9 and Appendix 'D' being deleted, the Corporation will reimburse an employee, subject to the appropriate receipt, up to \$15.00 for any Physician report/note that is requested by the Employer. This will commence from the date the parties agree to a method which ensures a fair implementation of Article A-8.

AGREED TO BY:

Signed For the Association

  
Mary Goodkey

David McNeil

  
Steve Petrosiak

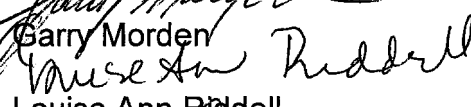
Greg Laing

  
Mark Train

Signed For the Corporation

  
Eric Draycott

Garry Morden

  
Louise Ann Riddell

John McDougall

Dated at Mississauga, Ontario, this 14 day of November, 2003



APPENDIX 'N'  
LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA  
(the "City")  
and

THE MISSISSAUGA FIREFIGHTERS ASSOCIATION, LOCAL 1212  
(the "Association")

Letter of Understanding re: Mileage

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At the signing of this Collective Agreement, the parties acknowledge that the Mileage to be paid remains an outstanding issue. The parties are continuing to meet to attempt to resolve this issue.

AGREED TO BY:

Signed For the Association

  
Marty Goodkey

  
David McNeil

  
Steve Petrosoniak

  
Greg Lajng


  
Mark Train

Signed For the Corporation

  
Eric Draycott

  
Garry Morden

  
Louise Ann Riddell

  
John McDougall

Dated at Mississauga, Ontario, this 14 day of November, 2003

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