

2009-2011 ■

AGREEMENT

between

**THE CORPORATION OF THE
TOWN OF OAKVILLE**

and

**THE OAKVILLE
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION**

A G R E E M E N T

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

- and -

THE OAKVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Dated; JANUARY 1, 2009



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THIS AGREEMENT made the **30th** Day of November, **2008**

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the Employer

of the First Part

- and -

THE OAKVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Hereinafter called the Association

of the Second Part

WITNESS that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this Agreement. This Agreement shall be read with such changes of gender as the context may require.

ARTICLE 2 - RECOGNITION AND DEFINITION

2.01 The Employer recognizes the Association as the exclusive bargaining agent for the "employees" of the Fire Department of the Employer.

2.02 This Agreement shall apply to all employees of the Fire Department of the Town of Oakville.

2.03 Whenever the word "employee" or the word "employees" is used in this Agreement, it shall mean a full-time Fire Fighter as described by the ***Fire Protection and Prevention Act*** with the exception of the Fire Chief and the Deputy Chiefs. It is understood that the position of Assistant Deputy Chief be left vacant (notwithstanding Article 23) and recognized as a bargaining unit position. It is understood that there are currently four (4) exclusions outside the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Association acknowledges that the Corporation has and shall maintain the right to manage and direct its operations, including the establishment of Policies, Procedures and Guidelines, which are not specifically restricted by the terms of this Agreement and discipline for just cause.
- 3.02** The Corporation agrees to notify the Association of any changes to the Policies, Procedures and Guidelines at least three (3) weeks prior to such changes being implemented, and to meet and consult with the Association about the impact of the proposed changes, if requested by the Association, during that three (3) week period. Time limits may be waived by mutual agreement of the parties.

ARTICLE 4 - NO DISCRIMINATION OR INTERFERENCE

- 4.01** The Employer agrees that there will be no interference with the rights of the employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives with respect to any employee because of his/her membership in or connection with the Association.
- 4.02** The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Association or any representative of the Association with respect to any employee of the Fire Department at the Town of Oakville who is not a member of the Association.

ARTICLE 5 - ASSOCIATION REPRESENTATION

- 5.01** The Association shall name, appoint or otherwise select a Negotiating Committee of no more than three (3) who shall be members of the Association and shall have reached at least the rank of First Class Fire Fighter and other advisors as deemed necessary at the expense of the Association.
- 5.02** The Employer shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.
- 5.03** Employees appointed or otherwise selected to serve on the Association's Negotiation Committee as herein provided, shall suffer no loss of earnings as a result of their attendance at negotiation meetings during their normal scheduled hours of work.
- 5.04** When an employee is required to meet with senior officers of the Fire Department or the Corporation in circumstances where formal discipline could result, the Association President or designate will be notified and permitted to attend as an observer..
- 5.05** Except for the President of the Association (or designate) and only as an observer, no bargaining unit member will sit on any board or panel, or have any

direct influence on any of the following: hiring, firing, demotion, promotion, discipline, time off, hours of work, and any other bargaining.

ARTICLE 6 - EMPLOYER'S REPRESENTATION

- 6.01** The Employer shall appoint a negotiating committee consisting of the Head of the Council and two (2) other appointees and other advisors as deemed necessary.
- 6.02** The employees shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

ARTICLE 7 - ASSOCIATION DUES

- 7.01** The Employer shall deduct monthly from the salary cheque of each employee such sums as may from time to time be assessed by majority vote of the Association membership according to their Constitution and By-laws. Such deductions shall include an amount equivalent to the regular monthly dues and any special assessments providing for benefits and privileges shared **by** all employees of the Fire Department, but shall exclude Association initiations or reinstatement fees or any special assessments for purposes in which non-Association member employees, as such, would not benefit or participate. Every employee shall give to the Treasurer of the Employer written authorization to deduct the aforementioned amounts from the first (1st) pay of each month. All amounts **so** deducted shall be remitted to the Treasurer of the Association not later than ten (10) working days following the pay in which the deductions were made.
- 7.02** The Association indemnifies and saves harmless the Employer from any action which may arise from the application of this Article.

ARTICLE 8 - MUTUAL INTEREST - NO STRIKES AND NO LOCK-OUTS

- 8.01** The Association and the employees both agree that they will not at any time cause, authorize, sanction or participate in any way in any sit-down, stay-in or slow-down in any department or a strike or stoppage of any of the Employer's operations or any curtailment of work or restrictions of or interference with work or any employment related picketing of the Employer's premises and further it is agreed that the Employer may discharge any employee who causes or takes part in such action.
- 8.02** The Employer agrees that it will not cause or sanction a lock-out during the term of this Agreement.
- 8.03** The words "strike" and "lock-out" shall be as defined in The Ontario Labour Relations Act, Chapter 228, S.O. 1995, Ch. 1, Sch. A, as amended from time to time.

- 8.04** (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal expenses and costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.
- (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:
- (i) the employee has promptly given written notice of such claim to the Corporation;
 - (ii) the Corporation has had an opportunity to take carriage of such proceedings;
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
 - (iv) in the case of settlement of such claim, the Corporation has agreed to such settlement.

ARTICLE 9 - COMPLAINT AND GRIEVANCE PROCEDURE

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated or whenever an employee who has completed the required probationary period and has been accepted by the Employer for employment in the permanent service, claims that he/she has been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.

A policy grievance raising matters of general application may be filed at Step 2 of the grievance procedure.

9.02 No grievance will be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the submission of the grievance.

Step 1 - An employee having a grievance will take the matter up through their Association representative. The President or designate shall contact Fire Management to seek a resolution.

Step 2 - If the grievance is not settled within five (5) working days, the Association shall submit the matter in writing to the Fire Chief or designate within five (5) working days of receiving the reply from Step 1. The Fire Chief or designate shall render the written decision to the Association within five (5) working days after receiving the written grievance.. In the context of this Article a working day shall be deemed to be Monday to Friday excluding designated holidays.

Grievance Mediation

- (a) Either party may submit the grievance to Mediation within five (5) calendar days following the receipt of the reply at Step 2. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration. The mediator shall be mutually agreed upon by the parties.
- (b) Mediation will commence within thirty (30) calendar days of the grievance being submitted to Mediation, unless a longer period is mutually agreed.
- (c) No matter may be submitted to Mediation which has not properly been carried through the grievance procedure, provided that the parties may mutually agree to extend the time limits fixed in the grievance procedure.
- (d) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and external legal counsel shall not be used by either party.
- (e) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (f) If no settlement is reached within five (5) calendar days following Mediation, Article 9.06 applies. Nothing said or done by the Mediator may be referred to at Arbitration.
- (g) Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.
- (h) All settlements shall be "Without Prejudice and Without Precedent".
- (i) The Association and the Corporation will equally share the cost of the Mediation if any.

9.03 Extensions to the time limits in 1 and 2 of 9.02, may be waived by mutual agreement between the two (2) parties.

9.04 The employee in all steps of the grievance procedure shall be confined to the grievance and redress sought as set forth in the written grievance initially filed as provided.

9.05 MANAGEMENT GRIEVANCES

It is understood that the Employer may bring forward at any meeting held with the Association Committee any complaint with respect to the conduct of the Association, its officers or members, and that if such complaint by the Employer is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

9.06 ARBITRATION

Both parties to this Agreement agree that any alleged misinterpretation ~~or~~ violation of the provisions of this Agreement, including any grievance which has been properly carried through all of the steps of the grievance procedures herein outlined and which has not been settled, may be referred to arbitration as provided by the Fire Protection and Prevention Act at the request of either of the parties hereto, provided that such request must be received not later than ten (10) working days after a decision has been rendered or mediation has been unsuccessful.

In cases of **dismissal/discharge** grievances, after the exhaustion of the complaint and grievance procedure, the parties will make best efforts to refer the matter to arbitration hearing as soon is reasonably possible.

9.07 When the grievance referred to arbitration as provided in this Article is a discharge grievance or a discipline grievance, the arbitrator may review the penalty imposed in the last step of the grievance procedure and substitute therefore any other arrangement or remedy which is just and equitable in his opinion.

9.08 The parties will jointly, in equal shares, bear the expenses, if any, of the arbitrator and any other cost arising out of the arbitration proceedings.

9.09 All copies of written disciplinary notices more than twenty-four (**24**) months old in an employee's file will be destroyed upon written request from the employee. The written request will also be destroyed.

ARTICLE 10 - PROBATION AND PROMOTION

10.01 Every new employee shall serve a probationary period of twelve (12) months. A new employee may be examined at any time during the probationary period to determine his/her suitability for the fire fighting service and if he/she is not suitable, in the opinion of the Fire Chief, the Fire Chief may, at his/her discretion, terminate the services of the new employee without recourse to Article 9.

10.02 After six (6) months employment, with the exception of the Communication Support Technician, a new employee shall be promoted to the rank of Fourth Class Fire Fighter and shall continue to be on probation for a further period of six (6) months. At the end of the total twelve (12) months of probation, the Fire

Chief shall confirm the new employee as a Fourth Class Fire Fighter until he/she has completed eighteen (18) months of service from the original date that he/she commenced to serve the probationary period. An employee, after completing eighteen (18) months of service, shall remain in each subsequent class for the following periods:

THIRD CLASS FIRE FIGHTER –twelve (12) months after promotion from Fourth Class,

SECOND CLASS FIRE FIGHTER - twelve (12) months after promotion from Third Class after which he/she shall be eligible for promotion to First Class Fire Fighter.

- 10.03** All promotions up to the rank of First Class Fire-fighter shall be determined by the candidate's successful completion (successful completion means a passing grade of 70%) of a multiple choice written test that is directly relevant to the rank of promotion in the Oakville Fire Department.
- (a) Notice that applications will be received for promotions shall be posted in all fire stations and divisions for a minimum of fifteen (15) days.
 - (b) All candidates competing for various ranks and classifications above first class must signify their intentions in writing to the Fire Chief.
- 10.04** The following clauses shall be applied to all promotional processes contained within Article 10 of this Collective Agreement:
- (a) The Oakville Professional Fire Fighters Association and the Town of Oakville Fire Department recognize that properly trained officer's project through their actions, the professionalism and dedication of both organizations. Therefore, the successful candidates shall be required to participate in prescriptive training as provided by the Fire Department to ensure current standards are maintained.
 - (b) The President of the Association, or a designate, who will act as an observer in each competition.
 - (c) Candidates will be entitled to review the evaluation of their own written and oral examinations together with the questions, appropriate answers and sources, on request made within ten (10) days of the date on which the results of the examinations or job posting are communicated.
 - (d) Any eligible candidate who is absent during a job posting will be assumed to have applied for the position until he/she advises otherwise, up to a minimum of ten (10) days prior to the commencement of the testing process.
 - (e) All promotions shall be on a probationary basis for one (1) year.

- (f) The Association shall have the opportunity to review all examination materials for a minimum of one (1) hour prior to the administration of each exam.
- (g) Whenever two (2) or more applicants have achieved equal marks as a result of all the marking outlined, the applicant with the most seniority shall be promoted.
- (h) Promotional examinations for Captain, Training Officer, Fire Prevention Officer, Public Education Officer, shall be based on a written examination of 30% and an oral examination of 70% to pass. The passing mark for each section shall be 50% and an overall mark of 70% to pass. Promotional exams for ranks with "Chief" as part or its title will have an overall mark of 75% to pass.
- (i) Seniority marks shall be given to each candidate, one (1) mark for every year of service to a maximum of twenty (20) years (20 marks). Seniority marks shall be added to the total mark achieved in the written and oral tests. Example: if the promotional candidate achieved 100% on the written and oral tests and had ten (10) years of service with the Oakville Fire Department, the final mark would be 110%. Town time is not included in these calculations.
- (j) Oral questions shall be digitally recorded for each candidate. The recording device shall be activated at the commencement of the oral questions, and turned off immediately following the last question (being) answered by the candidate. The recording shall be held for review for a minimum of thirty (30) days following the examination.
- (k) The answers to questions in any examination must be able to be cross-referenced in the stated materials. Adequate time will be allotted for the completion of the examination. The degree of difficulty shall remain constant from process to process of each rank.
- (l) Exam questions whether oral or written, asked to any candidate, must be asked to all candidates (for the same position).
- (m) All questions must be relevant to the position.
- (n) The marking scheme shall ensure that no subjectivity exists in the marking of the oral questions, meaning that there is only one appropriate answer to each question asked.

10.05 CAPTAIN

- (a) The written exam shall consist of 200 multiple-choice questions.
- (b) Oral and written exam questions shall be based solely on the following materials: the Ontario Fire Service Standard's Company Officer Book, the Occupational Health and Safety Guide including Section 21 Guidance

Notes, the Oakville Fire Department's Company Officer Resource Manual and be referenced in the same.

- (c) The oral examination shall be done before an assessment board consisting of the Fire Chief and two Deputy Chiefs.
- (d) A series of photos that depict emergency incidents shall be shown in presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined benchmark is attained a mark shall be given for attaining it.
- (e) Applicants must have a minimum five (5) years experience as a First Class Firefighter with the Oakville Fire Department in the calendar year in which the competition is to take place, unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (f) Upon attaining the overall mark of 70% (or greater), the employee(s) shall be placed on the Officer Rank Promotional List in the order of the marks until a promotion is available, or for two (2) years. Once an employee has acted in a position, he/she shall not be required to re-qualify and he/she shall be placed on the Officer Rank Promotional List permanently. Any employee who has attained the acting position and acted in that position shall be promoted as his/her name comes up in the order as posted on the Officer Rank Promotional List.
- (g) The successful candidate shall be required to complete the Company Officer Diploma Program and participate in prescriptive on-shift training as provided by the Fire Department to ensure current standards are maintained.

10.06 FIRE PREVENTION OFFICER OR PUBLIC EDUCATION OFFICER

- (a) The written exam shall consist of 200 multiple-choice questions.
- (b) The exams, both oral and written, shall be based solely on the following materials: the Ontario Fire Service Standard's Fire Prevention Officer Book, the Oakville Fire Department's Fire Prevention Training Manual, the Ontario Fire Code, and the Ontario Building Code.
- (c) Oral exam-the assessment board shall ask a series of questions of the candidate. The answers to the above questions must be able to be cross-referenced in the stated materials. The marking scheme shall ensure that no subjectivity exists in the marking of the oral questions, meaning that there is only one appropriate answer to each question asked. As part of the oral examination, a series of photos of various fire scenes, sprinkler

systems, alarm panels, fire plans may be shown in a presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable.

- (d) The oral presentation shall be done before an assessment board consisting of the Fire Chief and the Deputy Chiefs.
- (e) Applicants must have eight and one half (**8%**) years of completed service with the Oakville Fire Department in the calendar year in which the competition is to take place, unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (g) The successful candidate shall be required to complete the Fire Prevention Officer Diploma Program or Public Educators Program.

10.07 TRAINING OFFICER

- (a) The written exam shall consist of 200 multiple-choice questions.
- (b) Exams both oral and written shall be based solely on the following materials: the Ontario Fire Service Standard's Training Officer Book, and the Oakville Fire Department's Training Officer Program Resource Manual.
- (c) The oral presentation shall be done before an assessment board consisting of the Fire Chief, and two Deputy Chiefs.
- (d) The candidates will be informed of the topics to be used in the oral presentation a minimum of thirty (30) days prior to the date on which it is to take place. Time limits may be waived by mutual agreement between the parties to this Agreement. The candidate shall choose one of three potential topics for their oral presentation. The oral presentation shall be in the form of a teaching plan and presentation of the teaching plan to an assessment board. An oral presentation shall be no longer than fifteen (15) minutes.
- (e) A series of photos in a presentation format of various emergency calls and training evolutions will be shown to each candidate and prescribed and relevant questions will be asked about each photo.
- (f) Applicants must have eight and one half (**8%**) years of completed service with the Oakville Fire Department in the calendar year in which the competition is to take place, unless there is mutual agreement between the parties to this Agreement to lower the requirements.

10.08 ACTING PLATOON CHIEF AND PLATOON CHIEF

- (a) Competition for Platoon Chief shall be limited to those individuals who have attained the rank of Acting Platoon Chief, unless there is mutual agreement between the parties to this agreement to lower the requirements.
- (b) Competition for Acting Platoon Chief shall be limited to those individuals who have attained the rank of Captain with five (5) years experience unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (c) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs, and the Director of Human Resources, or designate who shall be another member of the Oakville Human Resources Department.
- (d) The Selection Committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn from the Ontario Fire Service Standard's Senior Officer Book and the Oakville Fire Department's Platoon Chief Training Manual.
- (e) Upon attaining the overall mark of 75% (or greater), and obtaining a minimum mark of 50% in each component of the process, the employee(s) shall be placed on the Acting Platoon Chief Promotional List / Platoon Chief Promotional List, in the order of the marks until a promotion is available or for twelve (12) months from the date the successful candidates list is created.
- (f) A series of photos of various emergency calls will be shown in presentation format to each candidate and prescribed and relevant question will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined question is answered a mark shall be given for answering it.

10.09 CHIEF FIRE PREVENTION OFFICER AND ASSISTANT CHIEF FIRE PREVENTION OFFICER

- (a) Competition for Chief Fire Prevention Officer and Assistant Chief Fire Prevention Officer shall be limited to current Fire Prevention Officers who have a minimum of five (5) years completed service as a Fire Prevention Officer, and ACFPO, persons who have attained the rank of Captain, or, Acting Platoon Chief, or Platoon Chief, or employees, unless mutually agreed upon between the parties to this Agreement to lower the requirements.

- (b) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or designate who shall be a member of the Oakville Human Resources Department.
- (c) The selection committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn directly from: the Ontario Fire Service Standard's Fire Prevention Officer Book, the Oakville Fire Department's Fire Prevention Training Manual, the Ontario Fire Code, the Ontario Building Code, and the Oakville Fire Department Chief Fire Prevention Officer Training Manual.
- (d) A series of photos of various fire scenes, sprinkler systems, alarm panels, fire plans will be shown to each candidate in a presentation format and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable.

10.10 CHIEF TRAINING OFFICER / ASSISTANT CHIEF TRAINING OFFICER

- (a) Competition for Chief Training Officer and Assistant Chief Training Officer shall be limited to current ACTO, Training Officers, persons who have attained the rank of Captain, Acting Platoon Chief, Platoon Chief, unless mutually agreed upon between the parties to this agreement to lower the requirements.
- (b) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or designate who shall be a member of the Oakville Human Resources Department.
- (c) The selection committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn directly from the Ontario Fire Service Standard's Training Officer Book and the Oakville Fire Department's Training Officer Program Resource Manual.
- (d) A series of photos of various fire scenes, training evolutions, and departmental equipment will be shown in a presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable.

10.11 ASSISTANT DEPUTY CHIEF

- (a) Competition for Assistant Deputy Chief shall be limited to those individuals who have attained the rank of Acting Platoon Chief (with minimum one (1) year experience), or Platoon Chief unless mutually

agreed upon between the parties to this Agreement to lower the requirements.

- (b) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or a designate who shall be a member of the Oakville Human Resources Department.
- (c) The selection committee will develop a series of questions that will be used in a structured interview with each applicant.
- (d) Assistant Deputy Chief applicants will also be required to give a fifteen (15) minute oral presentation to the selection committee on a pre-assigned topic and respond to questions from the selection committee on the presentation. The candidates are to be informed of the topic thirty (30) days prior to the date on which the presentation is to be given. Time limits may be waived by mutual agreement between the parties to this Agreement.
- (e) A series of photos of various emergency calls will be shown to each candidate in presentation format and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined question is answered a mark shall be given for answering it.
- (f) In the event the Corporation determines that short listed candidates for the position of Assistant Deputy Chief are to be interviewed following the process outlined herein, the process shall include a structured interview in the same manner as set out in 10.11 (c) with the Association being advised of the questions to be asked.

10.12 The promotion criteria for any future positions within the bargaining unit that may be created shall be mutually agreed upon between the parties to this Agreement.

10.13 Any employee requesting a transfer back to Fire Suppression Division from another division will only be placed back at the position held before he/she transferred out of Fire Suppression if such a vacancy exists. If the employee held an acting rank before the transfer he/she shall be put back on the bottom of the applicable acting list.

ARTICLE 11 - APPOINTMENT TO AN ACTING EXCLUDED POSITION

11.01 (a) The Town will advise the Association in the event it intends to appoint an acting Deputy Chief or any other acting excluded positions in the Department (hereinafter the "acting excluded position" from the bargaining

unit prior to the appointment being made and of the reason for such appointment.

- (b) Any appointment of a bargaining unit member to an acting excluded position will be on a voluntary basis. The individual will have the opportunity to consult with the Association on the proposed acting exclusion.
- (c) There will be no more than one (1) person filling acting excluded positions from the bargaining unit at any one time. There will be no more than two (2) persons appointed on an acting basis from the bargaining unit for any individual acting excluded position.
- (d) Association agreement will be required if a bargaining unit member is to be appointed an acting excluded position for a period of more than three (3) months. The Town will advise the Association of the reason for seeking an extension of the acting exclusion.
- (e) No person filling an acting excluded position will perform any bargaining unit work contrary to Article 12.08.
- (f) An individual from the bargaining unit filling an acting excluded position will be treated as on an unpaid leave of absence as per Article 21.04. For the duration of the three (3) month period seniority will not continue to accrue.
- (g) An individual appointed to an acting excluded position will be entitled to perform all managerial duties except for issuing discipline.

11.02 If the individual is not confirmed in the excluded position at the end of the three (3) month period or such longer period as mutually agreed, the individual can return to his former position with his seniority, as modified. The individual will not be allowed to be appointed to any other acting excluded position for a period of at least one year following return to the bargaining unit.

11.03 Any resulting temporary vacancies in the bargaining unit that arise as a result of the appointment of an acting excluded position will be filled on an acting basis. If the Collective Agreement does not address the manner in which the acting bargaining unit position is to be filled, the parties shall agree on the basis for filling the position. Officer ranks will not be negatively affected due to these appointments.

11.04 The Association will not collect dues from a bargaining unit member filling an acting excluded position and will not be required to represent such person in respect of any actions that occur during the period the person is excluded from the unit.

ARTICLE 12 - SENIORITY, LAYOFF AND RECALL

- 12.01** Seniority is defined as the length of service of an employee in the Fire Department of the Town of Oakville and shall be considered on a department-wide basis. Seniority shall be one (1) of the factors considered in determining selections for such things as promotions, transfers, demotions, lay-offs and recalls, and where set out in other provisions of this Agreement.
- 12.02** The Employer shall maintain a seniority list showing the name, job title and hiring date of each employee. An employee on the list shall have seniority rights from the date of hiring only after satisfactorily completing the required probationary period. An up-to-date copy of the seniority list shall be posted annually on all department bulletin boards and one copy sent to the Secretary of the Association.
- 12.03** An employee shall lose his/her seniority and his/her employment be considered terminated if:
- (a)** he/she leaves the employ of the Employer of his/her own accord or he retires;
 - (b)** he/she is discharged and such discharge is not reversed through the grievance procedure;
 - (c)** he/she is laid off continuously for a period in excess of twelve (12) consecutive months;
 - (d)** he/she is laid off and fails to return to work within five (5) working days after he/she has been notified **so** to do by the Employer by registered mail to his/her last address on record with the Employer;
 - (e)** he/she **is** away from work without permission for more than one (1) working day without reasonable cause.
- 12.04** The last employee hired shall, in the case of layoff, be the first laid off and the last employee laid *off* shall be the first recalled. When an employee is laid off the Corporation shall continue benefits as described in Article 17.01 (a), (b), (c), (e) and (g) for a period not to exceed three (3) months and shall cease upon engaging in employment which provides coverage of said benefits.
- 12.05** Employees who have been laid off and subsequently recalled will have their length of service determined by the actual time they have been on the Employer's payroll, provided such recall is in accordance with Article 12.03.
- 12.06** The Employer shall not hire any new employee until all qualified former employees laid *off* within the previous twelve (12) months and who are available, are offered the opportunity of such employment. The rank of any previous employee accepting employment under this clause shall be recognized as it was at the time his/her previous employment with the Employer terminated.

- 12.07** (a) At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Employer shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change and the date or dates on which the Employer plans to effect the change and the location or locations involved.
- (b) Within fifteen (15) days after the foregoing notice has been given, the Employer 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 the employee.
- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Employer 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 in The Fire Protection and Prevention Act "As Amended". The time limits provided in Section 6 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 negotiations, or the Board of Arbitration constituted hereunder has issued its award.

12.08 Except to the extent and to the degree agreed upon by the parties, no work customarily performed by an employee covered by this agreement shall be performed by another employee of the Employer or by a person who is not an employee of the Employer.

12.09 PLATOON AND STATION TRANSFERS

All transfers shall be based on seniority and shall occur according to the following criteria;

- (a) A request from an employee to transfer stations or platoons where a vacancy exists. If two (2) or more employees request the same station or platoon transfer seniority shall prevail.
- (b) A vacancy that exists that is not filled through requests, or through new hires, shall be filled with the employee with the least seniority.
- (c) For the purpose of this Article the employees with the same day seniority, a random draw will take place to determine the employee moved. The

affected employees must have the option of being present during the draw on their own time.

- (d) Platoon or station transfers may occur when a demonstrated operational need arises. In this case the Association and management shall meet to discuss the need, and then the above station/platoon move criteria shall apply.
- (e) When platoon re-alignment is operationally required due to an unbalanced vacation entitlement allotment (minimum 8% unbalanced), any platoon moves shall be determined before vacation selection is started and the moves shall take place on even hours the following January.
- (f) Transfers will be the duty of the Fire Chief and/or Deputy Fire Chief(s), according to the above criteria.

12.10 SAME DAY HIRES

In cases of multiple hires on the same date the following process will be followed:

- Badge numbers shall be randomly drawn in the presence of the Association President or designate.
- Badge numbers shall be the basis for seniority as it pertains to all aspects of this Collective Agreement.
- This process shall not change the seniority order of the new hires which occurred on September █ 2008

ARTICLE 13 - HOURS OF WORK

- 13.01** The usual hours of work shall be an average of forty-two (42) hours per week in a four (4) week shift cycle, however, personnel employed in the fire prevention and the training office will work forty (40) hours per week based on a schedule approved by the Fire Chief and the Association. The normal workday shall include a lunch period of one (1) hour, which may be taken midway in the work period at the fire station at which the employee is posted.
- 13.02** Employees as assigned shall work a two (2) platoon system provided that the two (2) platoon system shall be conditional upon the forty-two (42) hour work week. If the hours of work are to be changed in future agreements, nothing in this Agreement shall be interpreted to guarantee the continuation of the two (2) platoon system.
- 13.03** Authorized overtime shall be paid at the rate of time and one-half (1-1/2) the regular prorated hourly rate (1/84th of the bi-weekly salary rate for all employees working the two (2) platoon system and 1/80th of the bi-weekly salary rate for all employees working forty (40) hour work weeks) on the following basis:
 - (a) Time worked in excess of an employee's regular hours of work of ten (10) minutes or more, shall be paid as overtime;

- (b) A credit of one **(1)** hour shall be granted for each additional hour or part thereof worked after the first completed hour of overtime as set out in (a) above;
- (c) When an employee is called out for duty from off duty hours or prior to the commencement of his/her regular shift, he/she shall be granted a minimum of three **(3)** hours pay at time and one-half **(1-1/2)** the regular prorated hourly rate, excepting where such call out is within three **(3)** hours of the commencement of an employee's normally scheduled shift, or when an employee is released upon his/her own request prior to the expiry of three **(3)** hours in which cases such employee(s) shall be paid at the overtime rate only for such time worked, subject to a minimum of one **(1)** hour.
- (d) It is understood that time owing shall not be awarded in the future and the provisions of Article **13.03** of the Collective Agreement shall be followed.

13.04 When in the performance of his/her duties an employee is required to attend court during off duty hours, he/she shall receive credit of three **(3)** hours minimum overtime for each attendance and an additional credit of one **(1)** hour overtime for every additional hour or part thereof for attendance in excess of three **(3)** hours.

13.05 All witness fees excluding expenses awarded to an employee attending court in the performance of his/her duties, on or off duty, when he/she is paid as provided herein, shall be forfeited to the Employer.

ARTICLE 14 - DESIGNATED HOLIDAYS

14.01 (a) Employee in the Suppression Division shall be granted thirteen **(13)** days **off** each year in lieu of statutory and declared holidays and those days shall be taken as per Appendix "**C**".

(b) Employees in the Fire Prevention, Training and Administrative Division will receive the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day. The twelfth **(12th)** and thirteen **(13th)** lieu days may be taken according to the Rules and Regulations pertaining to vacations.

14.02 An employee with less than one **(1)** full year of service shall be granted designated holidays on a pro-rated basis.

14.03 Should the Governor General, Lieutenant-Governor, proclaim any other day as a public holiday such shall be considered as a fourteenth **(14th)** designated holiday.

ARTICLE 15 - ANNUAL VACATIONS

15.01 For the purposes of this Article, service shall be defined as the length of uninterrupted service as an employee herein and as an employee of the Employer, or one of its local boards as defined by The Municipal Act and shall be calculated as of the anniversary date of the employee's service in the year in which vacation is granted.

Service	Shifts Off-Duty
Less than 1 Year	.58/month for balance of year
1 Year	7 Shifts
3 Years	11 Shifts
9 Years	14 Shifts
16 Years	17 Shifts
23 Years.	21 Shifts

(b) Only for employees working the forty (40) hour workweek, vacation with pay shall be granted on the following basis respectively:

Service	Shifts Off-Duty
Less than 1 Year	.83/month for balance of year
1 Year	2 Weeks
3 Years	3 Weeks
9 Years	4 Weeks
16 Years	5 Weeks
23 Years.	6 Weeks

(c) Any employee who is entitled to a sixth (6th) week of annual vacation in any year may accept, in lieu of taking such time off work, additional payment for such time at his/her regular rate of pay. Selection of this option to be made at the time of vacation sign ups.

15.03 The scheduling of vacations for suppression employees will be granted according to Appendix 'F'. All other divisions will be granted subject to seniority and the exigencies of the service based on a system agreed to by the Fire Chief and the Association.

15.04 Except when otherwise approved in writing by the Fire Chief and the Director of Human Resources, no vacation allowance shall be carried from one (1) year to another, but shall be taken in the calendar year granted, or be forfeited. Exceptions will generally only be permitted in respect of vacation periods

scheduled which are subsequently cancelled at the request of the Fire Chief due to exigencies of the service, or for a time which cannot be taken due to hospitalization, immobilization, or a physical inability to take his/her vacation, and which time cannot be accommodated at another time or times of the same year.

15.05 In any calendar year in which an employee who is eligible for vacation with pay under Article 15 on the basis therein set forth and such employee is permitted to take such vacation in advance of actual entitlement thereto and subsequently leaves the service of the Employer, the Employer shall be entitled to recover from such employee the value of vacation taken which has not been earned.

ARTICLE 16 -SICK LEAVE

16.01 (a) On the occasion of a bona fide sickness of any employee who has been employed in an authorized position within the permanent establishment for at least three (3) months, leave of absence up to fifteen (15) continuous weeks with full pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits and length of service will be one (1) of the principal determining factors in deciding additional sick pay benefits, if any. Reference to fifteen (15) continuous weeks in the foregoing will read:

20 weeks for 10 years or more of service
21 " " 11 " " " " "
22 " " 12 " " " " "
23 " " 13 " " " " "
24 " " 14 " " " " "
25 " " 15 " " " " "
26 " " 16 " " " " "
27 " " 17 " " " " "
28 " " 18 " " " " "
29 " " 19 " " " " "
30 " " 20 " " " " "

For calculation of the above only, successive periods of sickness shall be considered as one (1) period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period or unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

Absence from work because of sickness shall be reported to the dispatch centre, by the employee immediately upon the commencement of absence.

When an employee has had four (4) incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of sickness will be withheld for the first two (2) days of such occasions if the employee has not adequately substantiated his/her sickness as being bona fide.

For the purpose of this Article, pregnancy shall not be considered or accepted as bona fide sickness.

- (b) The return of employees to work on modified duties shall be in accordance with the Modified Work Program. Upon commencing modified work, the employee shall be deemed to be returned to full time employment.
- (c) Where a medical **Doctor's/Physician's** note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the **absence(s)** as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and **Doctor/Physician's** printed name and signature. The Doctor's note must be provided to management or designate within **7** days from the employee's date of return to work.

Reference to **Doctor/Physician/Specialist** means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

- 16.02** (a) Employees who are absent from work due to illness must inform the communications division who will in turn notify the Divisional Chief, prior to the commencement of their shift and with as much advance notice as possible, of the absence and its expected duration (if known).
- (b) Whereby such an absence extends beyond three (3) days, the employee shall then notify the Divisional Chief who will in turn notify either the Fire Chief, Deputy Fire Chief or Assistant Deputy Chief of any further absence and provide an estimated date of return. Upon return, the employee will submit a physician's note to support the absence. Where a medical **Doctor's/Physician's** note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the **absence(s)** as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and **Doctor/Physician's** printed name and signature. The Doctor's note must be provided to management or designate within **7** days from the employee's date of return to work.

Reference to **Doctor/Physician/Specialist** means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

- (c) The Fire Chief, Deputy Fire Chief or Assistant Deputy Chief may request the submission of an Employee Work Limitation Form (EWLF); this determination will be based on the expected return-to-work date and/or the nature of the illness (if conveyed by the employee). Where an EWLF is deemed necessary, it shall be submitted within seven (7) days of the submission request.

- (d) Should an employee be absent for an extended period (i.e. beyond a cycle – 28 days), submission of subsequent EWLFs will be at the discretion of the Head of the Department, the Director of Human Resources, Deputy Chief or Assistant Deputy Chief. Such determinations will be made on a case-by-case basis taking into consideration the nature of the illness/injury (if known) or the indicated duration of the illness/injury if in excess of twenty-eight (28) days or any change in an employee's limitations as indicated on the previous EWLF.
- (e) The Head of the Department and/or the Director of Human Resources may require a physician's report regarding an employee's sickness at any time. The Corporation may request such report in writing; the report may be completed by the employee's personal physician and/or a specialist in occupational health or other relevant medical discipline. Where the opinion of a specialist is requested, the employee will be referred to a specialist in the appropriate field selected by his/her personal physician. The cost of any reports or referrals pursuant to this Article shall be borne by the Corporation.

16.03 If an employee is absent from work as a result of a compensable accident or illness and that employee co-operates in providing and ensuring his/her doctor(s) provides any information requested by the Workers' Safety and Insurance Board, or the Employer, in that respect:

For any absence in the pay period in which the accident occurred, the Employer shall pay the difference between the amount of salary or wages awarded by the Worker's Safety and Insurance Board and his/her normal wages or salary for such absence. When either amount paid under this provision is exempt from income tax, the total amount paid to the employee for such absence shall not be more than his/her normal earnings for such absence less the proportionate amount of income tax.

For any absence beyond the pay period in which the accident occurred, the Employer shall, during such absence:

- (a) advance to the employee on his/her regular pay day an amount equal to that which the Worker's Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and
- (b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his/her normal net take-home pay after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the Employer-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

No payments mentioned above shall be made in respect of any absence resulting from an injury or illness for which a permanent total disability pension or award is payable by the Workers' Safety and Insurance Board.

- 16.04** (a) The Corporation and the Association shall establish and mutually agree upon a Modified Work Program. The guidelines for this program shall be contained in the Employee Information Manual and can only be amended with the mutual consent of the Employer and the Association.
- (b) The Modified Work Program shall meet the reinstatement regulations, policies and procedures of the Workers' Safety and Insurance Act.
- 16.05** Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle him/her to an action against some person other than the Town of Oakville elects to bring his/her own action against such person, such employee shall as a condition of such benefits being provided as aforesaid undertake to repay the amount of such benefits to the Town of Oakville out of the proceeds of any settlement or judgment in such action.

ARTICLE 17 - OTHER BENEFITS

It is understood that the benefit coverage listed below will be at least equivalent to or greater than **GWL Policy #20139.**

- 17.01** The Employer shall make available the following welfare benefits to the employees:
- (a) ***The Ontario Health Insurance Plan (OHIP).*** The employer shall not pay the Ontario Health Premium on behalf of the employees.
- (b) ***Extended Health/Drugs - Extended Health/Drugs*** - an Extended Health Plan including semi-private hospital, with major medical benefit coverage for each family member with a **\$12.00** dispensing fee cap in **2009** and **2010**, and a **\$14.00** dispensing cap in **2011**, for prescription drug coverage. Massage and Athletic therapy, from a licensed therapist are available to employees and spouses through the insurer's policy to a maximum of **\$800.00** in a benefit year (January to December)

A benefits card will be provided to active full time employees

Chiropractic coverage – 100% of the costs of a licensed chiropractor, to a maximum of **\$500.00** per benefit year, per employee and dependent. In addition, a maximum of **\$100.00** will be payable per benefit year, per employee and dependent, for x-ray examinations required by the licensed chiropractor.

Hearing aids coverage - \$1,500.00 every twenty-four (24) months per employee and dependent. No employee, who is in receipt of hearing aids through WSIB, is eligible for this benefit.

Speech therapy coverage - 100% coverage, per employee and dependent, to a maximum of fifty (50) visits per year.

Wigs as prescribed by a doctor, following chemotherapy or radiation therapy up to a maximum of \$500 per person in a benefit year.

The parties agree to remove the per visit cap as it pertains to the psychologist coverage.

(c) ***Life Insurance***

- i. A group plan for life insurance plus accidental death and dismemberment benefit coverage equal to two (2) times the employee's annual salary rounded on \$1,000.00 or the nearest higher \$1,000.00 as provided through The **Great-West** Life Assurance Company Policy **No. 20139**, or equivalent.
- ii. In the event that an employee dies from a Line of Duty Death (including a WSIB recognized presumptive illness as provided in Bill 221), then the spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age, shall receive an additional single payment equal to two times the deceased salary at the time of claim approval, on top of the regular life insurance cited above (see c(i) above), to a total benefit of four (4) times the salary.

(d) ***Pension*** - the Canada Pension Plan and the Ontario Municipal Employees Retirement System Plan.

(e) ***Dental Care Plan***

- i. A dental care plan to provide the equivalent of The **Great-West** Life Assurance Company coverage for Routine Dental Treatment, Denture Treatment to a maximum of **\$2,000.00** in a benefit year (January to December); other Major Treatment at an maximum of **\$3,000.00** in **2009**.
- ii. Orthodontic Treatment - co-insured at lifetime maximums of **\$3,500.00** in **2009** Co-insurance and covered expenses are as outlined in Group **Insurance** Policy No. **20139**.

For the purpose of Dental and Orthodontic benefits, coverage shall be based on the current **ODA** fee schedule.

(9) ***Long Term Disability Plan*** - an L.T.D. plan, including a two (2) year own occupation clause, with a benefit factor equal to 75% of the employee's

monthly salary. The plan will commence immediately after sick leave benefits as referred to in Article 15.01 have been exhausted. A member's employment status will continue while he/she is receiving long-term disability benefits.

- (g) *Vision Care Plan* - a plan, which would provide reimbursement of the purchase cost in a 24 month period to a maximum of **\$450.00 in 2009, \$500.00 in 2010, and \$550 in 2011**. This maximum is inclusive of eyeglasses and eye examinations. An individual may apply the cost of one alternative corrective procedure, e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available for employee, spouse and dependents.
- (h) *Retirement Allowance* - during an employee's last year of service prior to retirement, he/she shall be granted an entitlement in time off or payment in the ratio of one (1) day for each year of service with the employer, including time spent on WSIB disability, STD or LTD.

The pay out for the employees who have worked in two (2) or more divisions shall be based on twelve (12) hours times the number of years in suppression and eight (8) hours times the number of years in all other divisions forty (40) hour workweek.

The calculation for said entitlement will be based on the salary being earned at the time of commencement of the disability for those on disability leave. The calculation for said entitlement for all others will be based on the salary being earned at the time of retirement, plus any contractual salary increases negotiated or awarded subsequent to the date of retirement for the year of retirement.

(i) ***Retiree Benefits—Health Care Spending Account:***

As of January 1, 2009, the Corporation will provide a **post-65** retirees' benefits expenditure plan for all members who are currently enrolled in the benefit plan including active and retired members under **65** years of age, in the amounts of:

- a) Beginning January 1, 2009 - **\$1,500.00**
b) Beginning January 1, 2010 - **\$2,000.00**
c) Beginning January 1, 2011 - **\$2,500.00**

Effective January 1, 2009, a Health Care Spending Account as outlined below will be made available to:

- Current retired members between sixty-five (65) and seventy (70) years of age; and
- Current retired members turning sixty five (65) to seventy (70) years of age during the term of this Collective Agreement (January 1, 2009 to December 31, 2011).
- The above individuals must meet the following eligibility criteria:

- The member must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms of **OMERS**; and
 - The member must be in receipt of an unreduced pension; and
 - The member must have had at least ten (**10**) years of unbroken service as a continuing full-time member of the **Oakville Fire Department** immediately prior to their time of retirement. For purposes of this criteria, military leave will be counted as continuous service with the **OFD**.
- The Health Care Spending Account is subject to the following terms and conditions:
 - Claims for reimbursement must be made first through the Ontario Health Insurance Plan (**OHIP**) or such other public or Provincial insurance plan as may be applicable. Reimbursement will only be provided for medical or dental expenses to the extent those expenses exceed the coverage available from **OHIP** or another applicable public insurance plan.
 - **Out-of-Province** Travel Insurance premiums may be submitted for reimbursement for the member, spouse to a maximum amount of \$200 per year.
 - The Health Care Spending Account shall be provided on a “per member” basis regardless of **single/family** coverage. The member may claim eligible expenses for **him/her** self or their spouse against the account as specified in the plans in place at the time the retiree reached the age of **65**.
 - Should the retired member die before the expiry of five (5) years from the first day of the month following **his/her 65th** birthday, the surviving spouse will continue to be eligible for the Health Care Spending Account until the expiry of this five (5) year period or until the surviving spouse remarries or equivalent, whichever occurs first.
 - The Health Care Spending Account is non-cumulative. There is no redeemable cash value. In the event that a member does not exhaust his or her maximum entitlement for the year, the balance may not be carried over into the subsequent year.
 - Expenses recognized by Canada Customs and Revenue Agency are eligible for reimbursement under this Health Care Spending Account.

A member who retires and is eligible for a Health Care Spending Account during the currency of this Collective Agreement shall not be entitled to any future enhancements of retiree benefits under this

provision unless such enhancement is specifically negotiated by the parties.

- (j) The Corporation shall provide each employee with a detailed booklet and updates as they occur, outlining all benefits described in Article 17 of this Agreement.
- (k) The Corporation will disclose to the Association any administrative changes to the benefit plan including changes in coverage and endorsements.
- (l) Where a medical **Doctor's/Physician's** note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the **absence(s)** as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and **Doctor/Physician's** printed name and signature. The Doctor's note must be provided to management or designate within **7** days from the employee's date of return to work.

Reference to **Doctor/Physician/Specialist** means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

- 17.02** The employee shall, as a condition of employment, be enrolled in the hospital plan provided by the Ontario Health Insurance Plan, the life insurance plan as outlined in (c) above, the pension plans as outlined in (d) above, the dental care plan as outlined in (e) above, the L.T.D. plan as outlined in (9) above, and the family eye glasses plan as outlined in (g) above, all in accordance with the enrolment requirements of the respective plans.
- 17.03** The Employer will pay the total amount of the premiums for Article 17.01 (a), (b), (c), (e), (9) and (g), as outlined above. The employee shall contribute to the pension plans in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. However, in the event of any legislation or regulatory change in the premiums or the hospital/medical benefit under the Ontario Health Insurance Plan, the Employer will pay only the premiums prescribed thereby. The five-twelfths (5/12ths) E.I. rebate payable to employees under the law will be retained by the Employer.
- 17.04** The contribution by the Employer shall be the agreed share of the rates applying to the employee's eligibility for the respective benefit. The employee shall keep the Employer informed of any change in the employee's eligibility and if the employee does not keep the Employer informed, the employee shall be responsible for the difference in the cost of the premiums.
- 17.05** The parties hereto recognize the mandatory retirement age of sixty (60) as a bona fide occupational qualification and requirement for all Fire Fighters with the exception the Communication Support Technician. All employees covered by this Agreement will be obliged to retire from such employment not later than the end of the month in which they reach their normal retirement age as identified by their respective OMERS plans.

17.06 The Employer shall continue the benefit coverage as outlined in clauses 17.01 (a), (b), (e) (g) and life insurance in the amount of \$5,000 until an employee reaches his/her sixty-fifth (65th) birthday, provided that the employee:

- (a) (i) with normal retirement age sixty (60)(NRA 60) retires at the end of the month in which he/she reaches his/her sixtieth (60th) birthday, or retires due to disability, or if he/she has attained the "85 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixtieth (60th) birthday, and
- (ii) with normal retirement age sixty-five (65)(NRA 65) retires before the age of sixty-five (65) either because of disability or has attained the "90 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixty-fifth (65th) birthday, and
- (b) has no other means of access to such coverage at less cost.
- (c) a person who is between the age of 60 – 65 and is the spouse of a retired firefighter who qualified for 'retiree benefits' under this section will be eligible to participate in the semi-private hospital, major medical, basic dental or major restorative plan until they reach age 65. The retiree will pay both the retiree and the Town portion of the premium to continue this benefit coverage.
- (d) In the Benefits Booklet the term Athletic Therapist is replaced with the term Occupational Therapist.

17.07 The Employer shall continue to provide benefits described in Article 17.01 (a), (b), (e) and (g) to the widow/widower of any employee or retired employee at no cost to the widow/widower for a period of six (6) months, unless he/she is engaged in any employment which provides coverage for said benefits. Thereafter, until he/she remarries, reaches sixty-five (65) years of age or engages in any employment which provides coverage for said benefits, the widow/widower may continue to receive said benefits by payment to the Corporation of the full premium cost for each benefit.

17.08 (a) Should a full-time employee be killed in the line of duty or die through injuries or illness as recognized by the Workers' Safety and Insurance Board, their spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age shall receive supplementary income in addition to any income due under the OMERS Pension Plan, Canada Pension Plan and Workers' Safety and Insurance Board to total the member's salary at the date of death. Such supplementary income shall be paid until the date that the full-time employee would have reached his/her normal retirement age or until the surviving spouse remarries, whichever occurs first. Where there is no spouse, payment of such

supplementary income for dependent children will continue until the day they reach twenty-one (21) years of age.

- (b) In the event that an employee dies from a Line of Duty Death (including a WSIB recognized presumptive illness as provided in Bill 221) the deceased member's spouse, or dependents while under the age of 21, will continue to receive benefits as described in (a), (b), (e) and (g) above, equal to those benefits received prior to his or her death until the deceased would have reached the age of 65.

17.09 Should a Fire Fighter, as defined in the Fire Protection and Prevention Act, become unable to perform his or her job for reasons of physical or mental disability incurred on the job, the Employer shall make every effort to place the employee in another position within the confines of the Fire Department if a suitable position is available. If this is not possible, the Employer shall make every effort to place the employee in another position with the Employer if a suitable position is available. Suitability will be determined by the requirements of the position and the capability of the employee to fulfill them. The employee's service with the Employer will, as it relates to entitlement to vacation and other employee benefits, continue to be respected in accordance with the provisions of such benefits under the conditions of employment in the new position.

ARTICLE 18 – SALARIES

18.01 For the purpose of this memorandum only:

- (a) Annual salary rates shall be paid in accordance with the following schedule and applies to employees on staff at the date of the signing of this Agreement, and those who become employees subsequent to the signing of this Agreement.
- (b) Any Captain who has graduated from the Ontario Fire College Company Officer Training Program, or a program deemed equivalent by the Fire Chief, shall be paid at the 117% Captain (Certified) rate, beginning the first pay period after the date at which the certification is received.

Any Captain or Acting Captain currently enrolled in the Company Officer Training Program shall be paid at the rate of Captain (Certified) providing the candidate successfully completes one (1) credit per year until certification is complete.

Any current Acting Captains shall be enrolled in the Company Officer Training Program and upon completion of their first credit shall be paid at the Captain (Certified) rate (while acting) providing they complete a minimum of one (1) credit per year until certified.

All other Captains shall be paid at the current rate (115%) until such time as they are fully certified in the Company Officer Training Program or equivalent.

Classification	%	Jan. 1/09	Jan. 1/10	Jan. 1/11
Assistant Deputy Chief Platoon Chief	135%	\$105,846	\$109,021	\$112,292
Chief Fire Prevention Officer / Chief Training Officer	125%	\$98,006	\$100,946	\$103,974
Assistant Chief Fire Prevention Officer / Assistant Chief Training Officer	117.5%	\$92,125	\$94,889	\$97,736
Captain (Certified)	117%	\$91,733	\$94,485	\$97,319
Captain Public Education & Special Projects Officer Training Officer	115%	\$90,165	\$92,870	\$95,656
Probationary Training Officer	110%	\$86,245	\$88,832	\$91,497
Fire Prevention Officer	107%	\$83,892	\$86,409	\$89,002
1st Class Fire Fighter	100%	\$78,405	\$80,757	\$83,179
2nd Class Fire Fighter	90%	\$70,563	\$72,680	\$74,861
3rd Class Fire Fighter	80%	\$62,723	\$64,605	\$66,543
4th Class Fire Fighter	70%	\$54,883	\$56,529	\$58,225
Probationary Fire Fighter	67%	\$52,531	\$54,107	\$55,730
Communication Support Technician	90%	\$70,564	\$72,681	\$74,862

(c) It is understood that if during the term of this agreement the HRPB negotiates with the HRPSB an annual 1st class police constable wage rate that exceeds that provided to the 1st class fire fighters by more than \$61, the Town will adjust the 1st class fire fighter rate for 2011 to maintain the 1st class fire fighter annual wage at \$61 more than the 1st class police constable rate with the HRPSB.

ARTICLE 19 - SERVICE RECOGNITION

19.01 (a) In addition to salary as set out in Article 18 the Corporation shall pay Recognition Pay based on the 1st Class Firefighter base rate to all employees in the Suppression, Training and Prevention Divisions, and the Communications Support Technician based on their years of service in the Fire Department, as follows, effective the first (1st) day of January in which the appropriate employment anniversary takes place:

Effective Date	Recognition Pay
Effective January 1st	3% in the year in which 8 years service will be completed
	6% in the year in which 17 years service will be completed
	9% in the year in which 23 years service will be completed

(b) Amounts paid in Article 19.01(a) will be added to the members' base salary as set out in Article 18 and will form part of the members' regular annual salary for the purpose of determining the hourly rate.

It is understood that this hourly rate will be calculated as pensionable earnings as defined by OMERS and will be used to determine all entitlements under the collective agreement that are presently calculated on the basis of a member's hourly or regular annual salary.

Any monies owing for wage or recognition pay shall be paid out retroactively as of the effective date of ratification to all applicable employees, including those who may have retired or ceased employment during the duration of this Agreement.

ARTICLE 20 - PAY FOR ACTING RANK

20.01 When an employee, with the exception of the Communication Support Technician, is assigned to a higher rank on a temporary basis, he/she shall be paid at the rate of pay for the higher rank provided the assignment is for not less than one (1) hour.

20.02 Whenever the Chief Fire Prevention Officer, or Assistant Chief Fire Prevention Officer, is required but not available for duty in his/her own position, the employee in the Fire Prevention Bureau:

(a) who is qualified*, and

(b) who is of highest rank, and

(c) where rank is equal, has greatest current continuous service in the Bureau shall be assigned to act only in the higher ranked position of the Assistant Chief Fire Prevention Officer.

(*Qualified shall mean having at least two (2) years' service in the Fire Prevention Bureau and the Assistant Chief Fire Prevention Officer shall act for the absent Chief Fire Prevention Officer.)

20.03 Public Education Officer classification is assigned to the Fire Prevention Division. He/she shall not act as the CFPO or the ACFPO.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Association Business

Subject to the exigencies of the service, leave of absence with pay shall be given to members of the Association to address Association business, provided such leave does not exceed a total of thirty (30) shifts per calendar year. Such leave shall be requested in writing to the Fire Chief or his/her designate at least ten (10) days in advance of the date when leave is required, unless such notice is impractical and shorter notice will be operationally workable.

21.02 Bereavement Leave

A bereavement period of the duration as shown following will, if requested, be recognized and arranged to meet the convenience of the affected employee:

- (a) Four (4) days - in the event of the death of either of his/her parents or person in loco parentis, his/her child, brother, sister, mother-in-law, father-in-law, or spouse, including a common-law spouse of not less than one (1) year's standing;
- (b) Three (3) - in the event of the death of his/her grandparents, grandchild, sister-in-law or brother-in-law, son-in-law, daughter-in-law.
- (c) An employee that has requested and received a bereavement period and has not used the entire bereavement allowance may request and receive the balance of the bereavement allowance as described in section (a) and (b) to a maximum of two (2) days, provided that it includes the day of the funeral, viewing, wake and/or any other rite. An employee requesting the balance of the bereavement allowance will make every effort to make the request as soon as reasonably possible and may require, at the discretion of the employer, documentation for the authenticity of the request.

Any day in an above period on which the employee would otherwise have worked shall be a day off with pay.

21.03 Pregnancy/Parental Leave

(a) Pregnancy/parental leave without pay, but without loss of benefits or seniority will be granted for the period as outlined in the Employment Standards Act, 2000 S.O. 2001 c.9, Sched. I, s. 1, as amended.

(b) A full time permanent employee who is eligible for, and is granted, maternity and/or parental leave under this Article, and

1. Commences maternity or parental leave on or after ratification of this agreement and

2. Has completed twenty-four (24) months of continuous service in this bargaining unit on the date the employee's pregnancy or parental leave commences, and
3. Qualifies for Employment Insurance pregnancy and/or parental leave benefits pursuant to Section 30 of the **Employment Insurance Act, S.C. 1996, c/23** as amended, and its regulations, is eligible to receive a supplemental employment benefit from the Town for up to a maximum of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave, or until the employee returns to work from the pregnancy or parental leave, whichever occurs first.

The supplemental employment benefit will be equal to the difference between 75% of the employee's normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of the employee's weekly Employment Insurance benefit and any other earnings.

Such payments will commence on the first pay period following completion of the two (2) week waiting period and receipt by the Town of the employee's Employment Insurance stub as proof the employee is in receipt of Employment Insurance pregnancy and/or parental leave benefits.

Should the employee become ineligible, or fail to qualify for, Employment Insurance pregnancy and/or parental leave benefits, the employee will become ineligible for supplemental employment benefits.

A member on maternity/paternity leave will be deemed as being at work for the purposes of this Article and references to defining continuous service.

21.04 Unpaid Leave

Employees may request a leave of absence according to the Corporation's present "Leave of Absence" Policy #07-01-07 and any future iterations of that policy.

21.05 Military Reservist Leave

Active full-time employees on an approved unpaid statutory Reservist Leave (as per the Employment Standards Act, 2000) will be eligible for a top up with respect to Extended Health Benefits excluding short-term disability, long term disability, **AD&D** and life insurance, and any other restrictions under the insurer's benefit policy, during the Reservist Leave to a maximum period of twelve (12) months.

ARTICLE 22 - RESIDENCY

- 22.01 The Corporation of the Town of Oakville shall have no right to determine where an employee of the Oakville Fire Department shall make his/her place of residence.

ARTICLE 23 - FILLING OF VACANCIES

- 23.01** Except by mutual agreement between the Corporation and the Association, vacancies arising under the collective agreement must be filled on a permanent basis within 120 days.

ARTICLE 24 – SUCCESSOR RIGHTS

- 24.01** In the event the Employer considers consolidating, merging or amalgamating all or a portion of the Fire Service with any other department or organization, the Employer will ensure full disclosure at the earliest opportunity.

Where the Employer consolidates, merges or amalgamates all or a portion of the Fire Service with any department or organization and the Employer is not in contravention of legislation nor violating any legal rights beyond their control, the Employer will endeavour to ensure that:

- (a)** Employees shall be credited with all seniority rights.
- (b)** All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized.
- (c)** No employee is disadvantaged with regard to conditions of employment and wage rates.
- (d)** No employee shall suffer a loss of employment as a result of the consolidation, merger or amalgamation.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall remain in force and effect from January 1, 2009 to December 31, 2011 and year-to-year thereafter until replaced by a new agreement. Either party of this Agreement may not more than ninety (90) days and not less than thirty (30) days prior to the expiry date of this Agreement, or subsequent anniversary date thereof, give notice in writing to the other party of its desire to amend, or otherwise alter or revise any part of this Agreement.

The Corporation agrees to provide both, electronic and printed copies of the following within ninety (90) days of reaching a new collective agreement:

1. Printed contract booklets for each employee
2. Two (2) electronic copies for the Association (one in **PDF** format and one in Word format)
3. Printed updated benefit booklets
4. One electronic copy of benefits
5. The Corporation agrees to allow the Association and/or its representatives, access to the Corporation's Benefit Policies (both current and Great West Life Policy #20139) as it relates to the Association member's benefits.

IN WITNESS WHEREOF the Employer of the first part has fixed its Corporate Seal and the hands of the proper officers on its behalf, and the Association of the second part has hereunder set its hands and seals.

**THE CORPORATION OF THE TOWN OF
OAKVILLE**

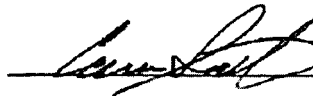


Robert Burton
Mayor



Cathie Best
Clerk

**THE OAKVILLE PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**



Carmen Santoro
President



Paul Evans
Negotiation Committee

APPENDIX "A"

Modified Work Program

INTRODUCTION

1. The Oakville Fire Department places a great emphasis on the health and well being of its employees. It is our policy to make every reasonable effort to provide suitable alternate duties to an employee who is unable to perform his/her regular duties as a result of an injury, illness or diminished capacity. Employees shall be as defined in Article 2.03 of the Collective Agreement.
2. Modified work must be mandatory not only in the sense that the Corporation can require an employee to accept suitable modified work, but also in the sense, consistent with the duty to accommodate disability as defined in the Ontario Human Rights Code, that the employees who require it have entitlement to modified work where it is available.
3. The Town of Oakville and its employees are committed to developing and maintaining a safe and healthy work environment, which safeguards the health and safety of its employees.

PURPOSE:

4. A Modified Work Program is an integral and important element in providing a safe and healthy work environment for all employees. The program promotes an early return to suitable work, which safeguards, the employee's health, reduces costs and lessens the adverse impacts on injured/sick employees.
5. The object of a Modified Work Program is to return an injured/sick employee to full duties through the process of matching the demands of the job to the abilities of the employee, including the necessary modifications to the demands of the particular jobs. The program must be **so** organized that it does not negatively affect sick leave entitlement, access to long-term disability benefits or accrual of seniority. The procedure for assessment of the capacity of an employee to perform the duties of available modified work must be made in such a way as to protect the confidentiality of the employee's medical information. The information provided to the Corporation **is** limited to whether the employee is fit or unfit to perform the duties specified for the modified duties as well as any limitations placed on the performance of those duties.
6. The Modified Work Program will permit an employee a reasonable period of convalescence as identified by the attending physician on the Employee Work Limitation form.

GUIDELINES:

An employee who is able to return to work on the Modified Work Program shall **do so** subject to the Modified Work Program Guidelines.

7. The modified work must assist the employee in returning to their original position if possible. The duration of the program will be determined at the commencement of the program whenever possible. This information shall be supplied as and when required to ensure that the modified work is appropriate to the injury/illness. (Refer to Article 16.02 of the Collective Agreement).
8. It is the responsibility of the employee returning to modified work to provide the Corporation with medical evidence of the limitations of the disability through the use of the 'Work Limitation Form" (Appendix A). This form has been prepared as two pages. Side "A" is a letter to the Doctor explaining the Modified Work Program and the examples of duties that can be performed by employees as modified work. Side "B" when completed by the physician, provides the Corporation with the information necessary to determine availability of modified work. The employee shall take this form to their physician. The form shall be faxed to the employee's physician only at the employee's request. The Corporation will not contact the employee's physician without the employee's authorization.
9. The creation of modified work must not result in a layoff, nor in the displacement of any other employee, including an employee already performing modified work, unless that employee consents to the displacement. If there are more employees at any time requiring modified work than there is modified work available, the available duties must be assigned to the employees capable of performing them in order of seniority.
10. The duties assigned to modified work must be duties reasonably within or related to the usual duties of a Firefighter. If permanent modified work should be required, the Corporation will make every reasonable attempt to supply such modified work within the employee's department. Should such duties not be available, the Corporation will make every reasonable attempt to provide these duties in another department of the Corporation.
11. Every reasonable effort will be made to update missed training assignments while an employee is on modified duties. Refer to O.P. #1/95. The disabled employee will make every reasonable attempt to schedule therapy or treatment during off duty hours. In the event this is not possible there will be no interruption of earnings when such therapy or treatment occurs during working hours.
12. Vacation entitlement during a modified work program shall be in accordance with the appropriate Article 15 of the Collective Agreement. Suppression personnel taking vacation during modified work will be assigned identical time off, and assumed to be working the platoon system.

MODIFIED WORK

13. A temporary modified work placement may be made on the platoon shift (1/182), or on the day shift (1/260). Placement will be determined by the type of modified work required and available, the work limitation information as outlined by the physician and the final decision made by Fire Administration.

14. Employees requesting modified work on the platoon structure must be certified, by his/her physician, to return to full shifts (**10** hour days and **14** hour nights) and full tours of duty. Employees on the platoon shift will abide by all conditions of that platoon shift. Platoon transfers may be necessary to accommodate placement on the platoon system.
15. During incremental return to work (hours restricted by physician) such an employee will be accommodated on the **1/260** day shift system. An employee will be deemed to be returned to full time employment when the employee is capable of completing four (**4**) or more hours of work per day with the indication from their physician of progressive increases in these hours.
16. Employees on Modified Work will make every reasonable attempt to schedule therapy, treatments or medical appointments during off-duty hours. In the event that appointments conflict with hours of work employees will receive time off to attend such appointments and there will be no interruption of earnings or benefits.

ELIGIBILITY:

17. In some instances, minor injuries/illness may not result in a time loss occurrence. In such cases, modified duties may be available immediately. An employee who is absent from work for a convalescence period, defined in "PURPOSE", shall provide his/her department head with an Employee Work Limitation form to determine eligibility for Modified Work or return to full duty based on the information provided by the physician.

TYPES OF MODIFIEDWORK:

Platoon Structure:

18. The following information provides examples of types of modified work. Although this is not a comprehensive listing, it does illustrate the commitment to modified work on a platoon structure basis. Every effort will be made to place employees in their respective divisions and on their own platoons.

There is an opportunity for a position in answering telephones, filing or data entry.

Platoon Chief Driver: (1/182) 4 possible positions.

There is an opportunity for a platoon chief driver, who may perform such duties as scribe at major incidents, scheduling of lieu days and vacations, training, filling air bottles, delivery of materials and supplies.

1/260 Structure (day shift):

If the employee's restrictions are such that he/she cannot fulfill the duties in a platoon structure, some examples of **1/260** modified work are:

Training: research, developing and delivery of training programs, clerical duties, record keeping, filing, data entry, assist in training division.

Administration: scheduling of maintenance, material research, stock ordering and control.

Fire Prevention: assisting Fire Prevention Officers with inspections, plans reviews, public education, filing, data entry, record keeping.

These guidelines may be modified from time to time with mutual consent of the Corporation and the Association.

APPENDIX "A"

SIDE A

FIRE DEPARTMENT

125 Randall Street

OAKVILLE, ON L6J 1P3

Telephone: (905) 338-4426

Fax: (905) 338-4403

Richard Boyes, Fire Chief

Date:

Dear Doctor:

RE: _____ (Patient)

The above named patient is an employee of the Town of Oakville Fire Department. As a result of injury or illness the employee may not be capable of carrying out his/her normal duties. To help facilitate recovery and return to work, our department will make every reasonable effort to provide suitable alternate duties.

There are a number of duties that can be performed by employees on modified work, based on their physical limitations.

Examples include the following:

- telephone answering, filing, data entry and working with various computer programs
- research, development and delivery of training programs
- assisting with fire prevention inspection or plans review, public education, filing, record keeping
- administrative duties including scheduling of maintenance, ordering and delivery of material.

Additional information on modified work is available upon request.

Please complete the reverse side of this letter to provide information that will assist us in determining if this patient can be accommodated within our modified work program.

Thank you for helping us to assist our employees.

Yours truly,

Richard Boyes,
Fire Chief

APPENDIX "B"

Vacation and Lieu Day Selection System

Letter of Agreement

Between

The Corporation of the Town of Oakville

And

The Oakville Professional Fire Fighters Association

A number of concerns pertaining to the department's vacation/lieu day selection system have been the focus for mutual resolution between the Corporation of The Town of Oakville and the Oakville Professional Fire Fighters Association. The following letter contains the issues that were agreed to by both parties.

Vacation and Lieu Day Selection System

On January 1, 1995, six (6) personnel shall be allowed off duty for vacation on any individual shift, as determined at the time of the vacation booking process.

Any shifts with **less** than six (6) off on vacation will be available for lieu days, time owing, association leave and Oakville Fire Department business, to a maximum of six (**6**) personnel off duty, subject to the rules and regulations of the department.

The vacation and lieu day selection system shall be flexible enough to accommodate a minimum of 15% of the suppression and communication division staff off at any one time. The selection system shall also maintain at least 15% flexibility in the amount of available selection time, compared to the actual number of vacation and lieu days required, per shift.

Present Example:

- a. $15\% \text{ of staff off} = 35 \text{ personnel} \times 15\% = 5.25$
- b. 15% additional time for system flexibility:
If the average shift requirement for vacation was 14 shifts, and, realizing that each individual receives 11 lieu days, the shift would require $25 (14 + 11) \times 35 = 875$ shifts of available time to accommodate vacation and lieu days.

An additional 15% of the minimum requirement shall be maintained to provide selection flexibility: $875 \times 15\% = 1,006$.

The total allotment for vacation and lieu = $6 \times 182 = 1,092$.

The difference between the total allotment and the minimum requirement shall be available to the Fire Chief for the administration/operation of the department, i.e.: training programs and/or department courses and shall not exceed the minimum shift requirement to maintain the 15% flexibility.

In the example provided the number of shift spots available for Oakville Fire Department business would be $1,092 - 1,006 = 86$.

At the time of the vacation selection process, a calculation will be made to establish;


- the vacation and lieu day time requirement for each shift,
- the time required to achieve the 15% flexibility, and,
- the remaining time available for Oakville Fire Department business.

At the conclusion of the vacation selection process (December 01) the Fire Chief and Deputy will meet with the Association Executive to determine any available shift spots that will be booked off to accommodate the Oakville Fire Department operational requirements. A maximum of 10 shifts with a total of 4 spots off will be identified for booking. Due consideration will be given to avoid "prime time" months if at all possible. Any other Oakville Fire Department business that is booked during the year may be booked 27 days in advance.


The selection system shall remain flexible to accommodate the needs of the department. Namely, to provide for 15% of staff off while maintaining an additional 15% of available time and yet still provide the necessary available time for operational requirements. When the system requires expansion, both parties shall meet to determine the appropriate action, i.e. additional space availability by expanding the number of staff off for the number of shifts required to maintain the system requirements.

This agreement for the 2-platoon system vacation, and lieu day selection shall be amenable by mutual agreement between the parties.

NOTE: Any reference to the term "Oakville Fire Department Business" contained in this Letter of Agreement shall include the following activities: research and development, education, officer development and any duties normally performed by the Oakville Fire Department.



C. Santoro
OPFFA



R. Boyes
Fire Chief

APPENDIX "C"

POLICY

Lieu Shifts – Suppression Employees

1. The number of personnel permitted to be off duty for approved Departmental Leave are subject to the Letter of Agreement, Appendix "B".
2. Platoon Chiefs and Acting Platoon Chiefs on the same platoon, shall follow the provisions of this Article when selecting lieu days save and except that not more than one (1) person (PC or APC) shall book time off at the same time.
3. Advanced booking time for Lieu Shifts shall not exceed one shift cycle (28 days) prior to the time requested.

For example, if someone wanted to take a Saturday day shift off, the advance booking time would be the Saturday 28 days prior at 0800 hours. Alternatively, if someone wanted to take the Friday night shift off, then the advanced booking time would be the Friday 28 days prior at 1800 hours.

If a complete tour of duty is requested, i.e. the 4 days, or 3 nights, or 3 days, or 4 nights, then only the first day of the tour requested must meet the 28 days prior at 0800 or 1800 hours. If the time is available in the tour, then the complete tour as booked shall be approved.

If a complete tour has been granted to an employee, the affected employee shall not be subjected to a lottery for the rest of the tour of duty should others request the same time and it should also be understood that when booking a complete tour of duty, there shall be no preference over single Lieu Shifts, i.e., first come, first served.

When time is not available for everyone who is requesting Lieu Time, a lottery is to take place.

4. Lieu shifts may not be cancelled except for a sickness that extends to at least three (3) work days/shifts, and is bona fide by a note from the employee's Medical Doctor/Physician. The bona fide note will contain the following information: date, illness commenced, under the doctor's care, and the duration of the illness. The dates on the Doctor's note must include the affected Lieu Days. Refer to Article 16.01(c) for requirements pertaining to a Doctor's note.
5. At least seven (7) Lieu Shifts shall be used or booked by June 1st of each year.
6. As of October 1st, the remaining lieu shifts may be booked for the remainder of the calendar year (waiving the 28 day rule):

- Platoons that are not on-duty October 1st, shall book lieu days upon their first scheduled shift after October 1st
 - Dates where no draws are required, shall be entered and confirmed prior to any draws being held.
 - **All** draws must be completed prior to any unsuccessful draw candidate re-submitting lieu requests
7. All Lieu Shifts shall be used within the calendar year unless authorized by the Fire Chief or the Deputy Fire Chief.
 8. Any Lieu shifts not used within the deadlines in #4, #5, # 6, will be booked on that employees' next available shift/openings.
 9. In the event that an employee **is** off on Bereavement Leave, any Lieu Days that coincide with the Bereavement Leave will be returned to that employee.

APPENDIX "D"

THIRD DEPUTY CHIEF

The parties agree to the creation of a 3rd Deputy Chief which shall be excluded from the bargaining unit. The parties further agree that in creating this position that the duties of the existing assistant deputy will be performed by non-bargaining unit members. The parties further agree that the existing assistant deputy chief position shall remain in existence, but unfilled unless mutually agreed to. If mutual agreement to fill the position is achieved, the duties of the position will be determined by the parties.

APPENDIX "E"

LETTER OF UNDERSTANDING

January 1, 2009

This letter of understanding shall apply to the current active members who elect early retirement in accordance with OMERS regulations, during the term of this contract.

1. Eligibility

- Members must be within four (4) months of qualifying for an unreduced pension under OMERS regulations;
- After retirement, the member must be in receipt of an unreduced pension; and
- The member must have had at least ten (10) years of unbroken service as a continuing full-time member of the Oakville Fire Department immediately prior to their time of retirement. For purposes of this eligibility, military leave will be counted as continuous service with the OFD.

2. Notice:

(a) Notice shall be provided by the eligible employee to the Fire Chief six (6) months prior to the employee's retirement date.

3. Retirement Incentive:

(a) The level of incentive is calculated on the basis of the difference between the annual salary for Senior First Class firefighter (9% recognition pay) and a "new hire" Firefighter over a five (5) year period.

(b) Fifty percent (50%) of the above difference is payable in three (3) equal instalments as follows: 1st payment on the first pay period following the retirement, when final earnings are paid out; 2nd instalment on the pay period following the 1st anniversary date of retirement; and 3rd instalment on the pay period following 2nd anniversary date of retirement.

4. Graduated Payments:

(a) Early retirement incentive payments shall be graduated on the basis of distance from age sixty (60) thereafter as follows:

Year	Age	Percentage
2009	55	60/60 x 100%
	56	48/60 x 100%
	57	36/60 x 100%
	58	24/60 x 100%
	59	12/60 x 100%
	60	Nil

5. **EXAMPLE**—The December 31, 2008 incentive valued at \$46,245.50 is calculated as follows:

Example:
2008 First Class Rate less:

Probationary Rate (6mos)	\$15,986
4 th Class Rate	\$29,688
3 rd Class Rate	\$22,076
2 nd Class Rate	\$14,464
1 st Class Rate (18mos)	\$10,277
	<hr/>
	\$92,491
Incentive at 50%	\$46,245.50

APPENDIX "F"

POLICY

Vacation – Suppression Employees

The number of personnel permitted to be off duty for approved Departmental Leave are subject to the Letter of Agreement, Appendix "B".

Platoon Chiefs and Acting Platoon Chiefs working on the same platoon;

Vacation for PC/APC will be selected within the provisions of this Article save and except that not more than one person (PC or APC) shall be granted time off on vacation at any one time.

That vacation periods be only in full duty tours, and not partial duty tours. A duty tour is defined as any of the regularly scheduled three days, three nights, four days, or four nights.

That lieu shifts be booked with vacation only when all vacation time has been used, and then only such lieu shifts as necessary to complete a full tour of duty.

Any employee who, after booking his/her vacation allowance, has two or fewer shifts remaining, and who does not wish to add a lieu shift in order to book a full duty tour shall be authorized to book remaining vacation allowance as a final vacation choice, subject to seniority provisions.

In addition, should an employee have two or fewer shifts remaining, they may be booked as same duty shifts.

Seniority rights shall apply to only one vacation request until all members have had an opportunity to submit their requests. The same seniority rights shall then apply again for second and subsequent request in the same manner. A maximum of three consecutive tours of duty shall be permitted per one vacation selection.

6. These regulations apply only to those on a two- platoon system.

All vacation dates must be submitted prior to the year in which the vacation is to be taken according to the following timetable:

- a. First choice selection between 15 October up to and including 01 November.
- b. Second choice selection between 01 November up to and including 15 November.
- c. Subsequent choice selection between 15 November up to and including 01 December.
- d. ALL vacation dates must be submitted and booked by December 31.

Vacations may only be cancelled by the Fire Chief, or Deputy Fire Chief. After all vacations have been submitted, the Divisional Chief may authorize one (1) vacation change to an available time period, if so requested by staff. Additional changes may only be authorized by the Fire Chief, or the Deputy Fire Chief.

Vacation cancellation due to illness, injury, transfer, retirement, or termination may only be authorized by the Fire Chief, or Deputy Fire Chief, and such cancelled time will be made available to staff through the lottery process. Personnel undergoing a transfer to another shift shall have first (1st) choice for vacation on their new shift without competing in the lottery process.

When transfers are required, affected personnel's vacations will be frozen for a fifteen (15) day period. For employees transferred to another shift, their first annual vacation selection at the time of booking will be honoured by the Corporation. All subsequent picks will be for available time. Vacation selection will be completed within fifteen (15) days from the date of the published transfer notification. Subsequently, surplus vacation time will be made available to the remainder of the shift personnel through the lottery process.

Same Seniority Date on the Same Platoon

An "ABC" order will be determined by a random draw conducted by the Platoon Chief in the presence of the station #3 personnel. The order of the list is fixed and "rolls" each year. i.e. -the person with the first (1st) selection in the current year moves to the bottom of the list and all others move up. In the event that one of the persons in the rotation leaves the platoon, the remaining personnel continue in the same order on a rolling basis. Example- Employee A is followed by B who is followed by C. If A leaves the platoon, B continues to be followed by C etc.

New Platoon with Same Date Seniority

That person will, for the first (1st) year, pick after the existing person or list. In subsequent years he/she will continue in the same order and move up as described above.

8. All vacation requests must be approved by the employee's shift Platoon Chief and submitted to the Deputy Fire Chief.

APPENDIX "G"

January 1, 2009
LETTER OF UNDERSTANDING

between

The Corporation of the Town of Oakville

("Corporation")

And

The Oakville Professional Fire Fighters Association Local 1582

("Association")

Re: 24 Hour Shift

The parties agree to implement a trial 24 hour shift schedule for Suppression Division employees. To this end, if this trial is terminated, either by the Fire Chief or the Association, it is understood that the parties will revert back to the Collective Bargaining Agreement (CBA) including the current work schedule, and that no additional costs, including salary or overtime costs, shall be incurred because of this transition. Should the Corporation (Fire Management) or the Association deem it necessary to terminate the 24 hour shift schedule, notice must be given prior to September 1st of the given year for a termination date effective even hours following December 31 of the same year.

Unless expressly amended herein, the terms of the existing CBA shall prevail.

1. The parties have agreed that the schedule (attached) will be implemented during the trial period.
2. Trial Period-Effective January 4, 2009 to December 31, 2010 a 24 hour shift trial will be in effect for the Suppression Division.
3. Unless the trial is ended earlier by the Fire Chef or the Association, during the period January 1, 2011 to June 30, 2011, the 24 hour shift trial shall continue while both parties undertake an assessment of the successfulness of the 24 hour shift trial. Notification to either party is required prior to July 1, 2011 of any amendments that are deemed necessary for the continuation of the 24 hour shift schedule.
4. At any time during the 24 hour shift period, at the request of the Fire Chef or Association President, the parties may meet to discuss and attempt to mutually resolve any outstanding issues and to determine how to implement any mutually agreed to amendments.
5. No additional salary or overtime costs shall be incurred by the Corporation during the transition period from the 10/14 schedule to the 24 hour shift schedule.

6. The Parties agree that **all** required reports shall be completed and submitted prior to the end of the shift. Where management determines that it is not possible to complete required reports by the end of the shift due to the call occurring in the last hour of the shift, there shall exist mandatory overtime, (paid at a rate of 1.5 times the appropriate rate of pay), for the purpose of completing and submitting the required reports.

7. The parties understand that the success of the **24** hour shift schedule shall be dependent upon a mutually agreed to hours of work schedule for the Training Division that complements the **24** hour shift for Suppression.

8. Training Division hours of work

a) The Training Division shall work a ten (10) hour day, four (4) day work week, alternating between a Monday to Thursday and Tuesday to Friday cycle. Training Division Staff will also vary between a 08:00 start time and 11:00 start to ensure Training Division is covered for the Suppression Division evening training session. The work day start time may be amended (flexible) with at least two (2) weeks notice, unless mutually agreed upon.

b) Training Division personnel scheduled on duty during statutory holidays will receive that day off as scheduled. In the event that Training Division Personnel are scheduled to be off duty during a statutory holiday, that day will be credited to the Training Division personnel as a float (lieu) day. Scheduling of the float lieu shift will be subject to the approval of the Deputy Fire Chief of Training.

c) Training Division personnel, once confirmed to instruct a mandatory training session shall not be able to book lieu days during the same time period of the mandatory training.

Shift Schedule and Change Over

The 24-hour shift schedule for the trial Period Will commence on even hours, Monday January 4th, 2009.

The following is how the shifts will align through the transition week beginning January 4th, 2009.

1A – Works 2 of 3 nights week prior and reports for 24 on Tuesday January 6.

1B – Works 4 nights week prior and reports for 24 on Friday January 9.

2A – Works 3 days week prior and reports for 24 on Monday January 5.

2B – Long off week prior and just Saturday of their 4 days, then reports for 24 on Sunday January 4.
See Calendar- Attachment "A"

9. Hours of Work Suppression Division

(a) Hours of work shall consist of 24 hour shifts and shall be in accordance with a schedule of rotating shifts as set forth in Schedule "A". Employees must be off duty a minimum of twenty four (24) hours between 24 hour shifts, subject to the exigencies of service.

(b) Employees shall not work in excess of a forty-two (42) hour work week averaged over a 28 day cycle, excluding authorized overtime.

- (c) Shifts shall commence at **08:00** hours.
- (d) The Department may require employees to move from the **24** hour shift schedule to straight days, for training purposes, but not to exceed forty eight (**48**) hours per calendar year. Those hours may be a combination of eight (**8**) or twelve (**12**) hours days and may occur all in one (**1**) session or up to a max of two (**2**) sessions, not exceeding forty eight (**48**) total hours. Minimum ninety (90) days notice shall be given for the affected employee.
- (e) Training as outlined in (d) above, will not take place on designated holidays. Remembrance Day is not a designated holiday. An employee identified as requiring the training, will not be required to report to his/her **24** hour shift(s) during the training course, ensuring that equal hours are worked. A minimum of twenty four (**24**) hours off duty will be given to any employee who is scheduled to straight days training following his/her **24** hour shift. The affected employee will be given a minimum twelve (**12**) hours off duty following the training day before reporting to duty.
- (f) It is understood that the subject or scope of the scheduled mandatory training may be changed or amended, but at no time will prescheduled mandatory training be cancelled by Fire Management once confirmed with the affected employee.
- (g) The mandatory training schedule shall be created after the completion of all vacation selections. If an employee's vacation selection conflicts with the mandatory training schedule, he/she has the option (not obligation) of cancelling or changing their vacation in order to attend. Where an employee elects to reschedule their vacation in order to attend mandatory training, the cancelled vacation **must** be rebooked within twenty four (**24**) hours into an open vacation slot.
- (h) The training schedule will identify employees required to take the mandatory scheduled training, the dates and locations of the training available for each platoon, and the corresponding **24** hour shift(s) **off**.
- (i) Confirmation of required attendance will be given to each employee no later than ninety (90) days prior to the course **start** date.
- (j) Seniority will be the deciding **factor** for selecting all training courses and/or dates available.
- (k) Additional voluntary training **may** be scheduled to a maximum of forty eight (48) hours per calendar year. Seniority will be the determining factor for enrolment. (Criteria as in (j) above).
- (l) Duty exchanges shall not be allowed while on mandatory training.
- (m) An employee, once confirmed for mandatory training shall not be able to book lieu days during the same time period of the mandatory training.
- (n) If an employee is unable to attend or complete the training due to a **bona fide** sickness, (physicians note required as per the language in the CBA), the employee may be rescheduled into the next available mandatory training period (min 60 days notice). He/she **may** be required to have the mandatory training rescheduled into the following year in order to meet the mandatory training hours. The rescheduling would be in addition to the normal requirements for that calendar year.
- (o) An employee who has missed any of the mandatory training due to bereavement may be rescheduled for training by Fire Management (min 60 days notice) to meet the requirements of mandatory training.

10. Days/Shifts

Vacation Selection

For clarity, one **(1) 24** hour shift shall be equal to two **(2)** shifts under the **10/14** hour shift schedule.

Example **17** vacation shifts/days and **13** lieu days become: **9-24** hour shifts for vacation, and **6-24** hour shifts for lieu days. Where such conversion results in a vacation, lieu day etc. of **less** than twenty four **(24)** hours, the employee shall be **paid** out the twelve **(12)** hours at straight time.

The Association and the Corporation agree that only full **24** hour shifts will be granted for time off requests. All other current vacation rules apply according to Appendix 'F' of the CBA.

a) A maximum of five **(5)** consecutive **24** hour shifts may be booked as one **(1)** vacation selection. All vacation selections must be booked by November 30 of the previous calendar year.

11. Lieu Days

Three **(3)** lieu shifts shall be used or booked by June 1st of each year. All booking rules as outlined in Appendix "C" shall apply.

12. Duty Exchanges

Employees must be off duty for a minimum of **24** hours after completing any **24** hour shift. It is understood that duty exchanges will not interfere with scheduled training. Partial duty exchanges (**4** hours or more) may be permitted to a maximum of **10** per calendar year providing it does not interfere with scheduled training and must be approved by the Deputy Chief. Pay backs from before Jan 1, **2009**, must be **paid** back by September 1, **2009** and shall not be counted against the **10** per year for **2009**.

13. Sickness

A physician's note is required for an absence which extends into a second consecutive **24** hour shift, and/or when an employee has had four **(4)** occurrences of sickness in any twelve **(12)** month period. All provisions related to sick leave under the current CBA apply.

14. Bereavement Days

An employee eligible for bereavement as per Article **21.02** will be entitled to a maximum of two **(2)** **24** hour shifts off duty for bereavement, not to exceed nine **(9)** calendar days including the date of the death, which may result in only one **(1) 24** hour shift off.

15. Elections

Employees on duty the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange a duty exchange for voting on the Election day.

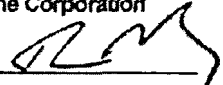
16. Modified Duties

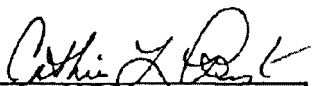
All employees who work a **24** hour shift schedule will be required to work modified duties on straight days Monday through Friday whenever Modified work is deemed necessary through a EWLF. Employees requesting on shift modified duties, must have a return to work date indicated on the EWLF.

17. Termination

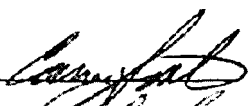
This letter of understanding is effective from January 1, 2009 to December 31, 2011 and the parties acknowledge that this term may extend beyond the terms of the current Collective Agreement provided such is agreed to in the next round of collective bargaining.

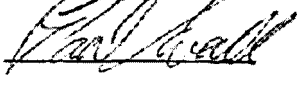
For the Corporation





For the Association





Date: November 2, 2009

Attachment "A"

24-hour Shift Schedule

24 hr - 2 off-24 hr - 7 off-24 hr - 1 off-24hr - 2 off- 24 hr - 2 off-24on - 2 off-24hr - 5 off

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	1B	2A	1A	1B	2B	1A	2B
Week 2	2A	1A	2B	2A	1B	2B	1B
Week 3	1A	2B	1B	1A	2A	1B	2A
Week 4	2B	1B	2A	2B	1A	2A	1A

Change Over Schedule 24-hour Trial Period
Beginning January 4, 2009 (2B)

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Dec 10&14	29	30	31	Jan 1	Jan 2	Jan 3	Jan 4
	1A/1B	1A/1B	2A/1B	2A/1B	2A/1A	2B/1A	2B=24
Jan 24	5	6	7	8	9	10	11
	2A	1A	2B	2A	1B	2B	1B
24	12	13	14	15	16	17	18
	1A	2B	1B	1A	2A	1B	2A
24	19	20	21	22	23	24	25
	2B	1B	2A	2B	1A	2A	1A
24	26	27	28	29	30	31	FEB 1
	1B	2A	1A	1B	2B	1A	2B
Feb 24	2	3	4	5	6	7	8
	2A	1A	2B	2A	1B	2B	1B