

COLLECTIVE AGREEMENT

between

THE CORPORATION

OF THE

CITY OF VAUGHAN

and

THE VAUGHAN PROFESSIONAL FIREFIGHTERS

ASSOCIATION,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 1595

APRIL 1, 1996 TO DECEMBER 31, 1998

SOURCE	Co		
EFF.	96	04	01
TERM.	98	12	31
No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYÉS	140		

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1996-98 COLLECTIVE AGREEMENT

THIS AGREEMENT made in quadruplicate

this *7* day of *July* 1997

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN

hereinafter called the "EMPLOYER"

OF THE FIRST PART

-and-

**THE VAUGHAN PROFESSIONAL FIREFIGHTERS
ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL
1595**

hereinafter called the "ASSOCIATION"

OF THE SECOND PART

WHEREAS the parties hereto have **agreed to** enter into these presents for the purpose of more effectually defining duties, privileges, working conditions, and remuneration respecting the employment of the employees covered by this Agreement;

NOW **THEREFORE**, this Agreement witnesseth:

ARTICLE 1 - EMPLOYEES COVERED

1:01 The provisions of this Agreement shall apply only to **all full-time** employees employed **in** the City of Vaughan Fire Department.

1:02 Each new member of the Fire Department shall be deemed to be a probationary employee for the first twelve (12) consecutive months of employment.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Association **as** bargaining agent for all full-time Firefighters (**as** defined by the Fire Departments Act, R.S.O. 1980, Chapter 164, **as** amended) and other full-time employees of the City of Vaughan Fire Department, except the Fire Chief, Deputy Fire Chief, and Secretary to the Fire Chief

2:02 It is agreed that all employees who are now members of the Association **and** all **future employees**, **within thirty (30) days of becoming** an employee, shall pay Association dues. **An** employee's membership in the Association will be optional, but the paying of the dues **as** aforementioned will be compulsory; and it is agreed that the Employer will deduct such employee's monthly Association dues and remit said dues to the Association monthly.

2:03 The Association agrees to keep the Employer advised **as** to the names of officers, executives and negotiating committee upon their election or any change therein.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3:01 The Association acknowledges that it is exclusively the function

of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, discharge, ~~direct~~, classify, transfer, promote, demote, suspend, or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, classification, transfer, or that a claim an employee has been discharged, suspended, disciplined without just cause may be subject to a grievance and dealt with as provided herein;
- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the Fire Department and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Department's operation not otherwise specifically dealt with elsewhere in this Agreement.
- (e) At least 90 days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change; the location or locations involved.

Within 15 days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.

Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee. If agreement has not been reached within 15 days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be

constituted in the manner provided for by Section 6 of the Fire Departments Act, R.S.O. 1970, Chapter 169 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.

No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder **has** issued its award.

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

Where a firefighter is charged with a criminal or quasi-criminal or statutory offence flowing from his duties, and he is acquitted, he shall be reimbursed for any reasonable legal expenses incurred **as** a result of such charges as are assessed pursuant to the Solicitors' Act or **as** are agreed upon by counsel for the Corporation.

The Employer agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

3:02 NO CONTRACTING OUT. Except to the extent and to the degree mutually agreed upon by the parties and except in the case of emergency, no work which in accordance with current practice is performed by an employee covered by this Agreement shall be performed by another employee of the Corporation who is not covered by this Agreement or by a person who is not an employee of the Corporation for the term of this Agreement.

3:04 LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of two (2) members from the Corporation and two (2) members from the Association executive. The Association and the Corporation agree to keep each party informed of Committee members. The Labour Management Committee shall meet quarterly and shall be at a location and time

mutually agreed upon. The purpose of this committee is to discuss employment issues of mutual concern.

ARTICLE 4 - DISCRIMINATION AND COERCION

4:01 There shall be no discrimination or intimidation by either party against any employee because of membership in the Association or non-membership in the Association or by virtue of holding **office** in the Association or by virtue of membership on the joint Health and Safety Committee established under Section 8 of the Occupational Health & Safety Act.

4:02 Provisions of this Agreement shall be applied to all employees of the City of Vaughan Fire Department without discrimination.

4:03 The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, or political affiliation.

ARTICLE 5 - HOURS OF WORK

5:01 The members of the Fire Department shall work a forty-two (42) hour week on the average **as** approved by the Fire Chief. All Firefighters, except Fire Prevention Division personnel, the Fire Department Mechanic, and Firefighters appointed **as** mechanics under Article 10:05 shall work on a two-platoon system **as** defined by the Fire Departments Act, Section 2(1)(a)(ii), R.S.O. 1980, Ch. 164, as amended.

5:02 The Clerk-Typist shall work a thirty-five (35) hour week on the average **as** approved by the Fire Chief. The Fire Protection Technologist and the Communications Operators shall work a forty-two (42) hour week on the average, **as** approved by the Fire Chief. The Communications Operators shall work twelve (12) hour shifts.

5:03 It is understood that **nothing** in the above hours of work will prevent the Fire Chief or his designee granting the request of any two (2)

Firefighters of at least equal rank or qualification to trade ~~shifts~~ or days ~~off~~.

5:04 In the event that a Firefighter's transfer necessitates a change of platoon, at least twenty-one (21) days' notice shall be given of such change. The above twenty-one (21) days' notice shall not apply under conditions deemed by the Fire Chief to be an emergency.

ARTICLE 6 - VACATIONS

6:01 All employees who have completed their first six (6) months and who have one (1) year or less continuous service as of July 1st in any year shall be entitled to vacation with pay in the amount of one (1) day for every month worked up to a maximum of two (2) weeks.

6:02 All employees with more than one (1) year continuous service as of July 1st in any year but less than three (3) years of continuous service shall be entitled to two (2) weeks' vacation with pay.

6:03 All employees who have three (3) years or more continuous service as of July 1st in any year shall be entitled to three (3) weeks' vacation with pay. For each year of service over five (5) years, employees will be entitled to one (1) extra day of vacation with pay to a total of four (4) weeks after ten (10) years.

The employee shall then be entitled to one (1) extra day of vacation ~~for~~ each two (2) years' of service to a maximum of five (5) weeks after twenty (20) years of service. Thereafter employees shall be entitled to one (1) extra day of vacation for each year of service to a maximum of six (6) weeks after twenty-five (25) years of service.

6:04 Not more than two (2) weeks may be taken between June 1st and September 15th. Vacation periods shall be drawn on a rotation basis, as agreed upon by the Fire Chief and the Association, and restricted to a twelve (12) month period with no accumulation of holidays from year to year.

ARTICLE 7 - LIEU DAYS

7:01 In lieu of statutory and declared holidays, each Firefighter shall be entitled to one (1) day off for each statutory or declared holiday at such time **as** may be agreed upon by the Fire Chief and the Association.

7:02 Statutory and declared holidays shall **mean:**

1. New Year's Day 2. **Good** Friday 3. Easter Monday 4. Victoria Day 5. Canada Day 6. Civic Holiday 7. Labour Day 8. Thanksgiving Day 9. Christmas Day 10. Boxing Day 11. Remembrance Day 12. Floating Day

Lieu days shall be taken **as** may be suitable to the Firefighter and the Fire Chief **with no** accumulation **from** year to year.

7:03 The Fire Department Mechanic, Fire Protection **Technologist**, and Clerk-Typist shall receive all the holidays listed in Section 7:02 at such times **as** may be suitable to the employee and the Fire Chief with no accumulation **from** year to year.

ARTICLE 8 - SICKNESS AND ACCIDENT

8:01 Employees **off** duty as a result of an occupational accident or occupational illness incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by the Workers' Compensation Act of Ontario. While an employee is **off** work and receives Workers' Compensation or insurance at less than regular **salary**, the employee shall be paid the difference between the Worker's Compensation or insurance payments and normal earnings by the Employer.

In the event that **an** employee is injured in the discharge of duties on behalf of the Corporation, the Corporation will make up the employee's income to normal pay until the Workers' Compensation Board reaches a final decision with respect to Total Disability or until the employee becomes of pensionable age, whichever shall first occur.

In the event that the Board awards a Total Disability Pension, the Corporation will have no further liability under this clause. Notwithstanding the above, the Corporation will make every effort to

place a disabled employee in a job that is totally within the employee's capabilities.

8:02 Any Firefighter, who through illness cannot return to normal duties, may be kept on the Fire Department in a less hazardous capacity than that of fire fighting at the approval of the Fire Chief.

8:03 "Occupational accident or illness" shall mean any type of sickness, injury, or illness incurred by an employee while performing duties on behalf of the Corporation.

8.04 When a Firefighter is travelling between his/her place of residence on a Fire Department related course at the Ontario Fire College, he/she shall be covered by Workers' Compensation. The most direct route must be taken to and from the place of residence and the course location. Individuals must also log in at Communications, when leaving and returning from said courses.

ARTICLE 9 - CUMULATIVE SICK LEAVE

9:01 Each employee shall receive sick leave credits at a rate of one and one-half (1-1/2) days per month for the purpose of protecting the employee against loss of income when the employee is legitimately ill.

9:02 The sick leave credits will be cumulative from the first day of employment but not usable until the end of the first **six (6)** months of the probationary period. Each employee shall receive sick pay at full rate of pay for any time lost by any accident or illness, and such lost time shall be deducted from sick leave credits limited to the total days accumulated for sick leave. Any time lost through occupational injury or occupational illness shall not be deducted from sick leave credits. For the purpose of **this** Article, a day shall mean any shift that commences in any calendar day and terminates in the same calendar day or the immediately following calendar day.

9:03 In all cases of accident or illness of more than three (3) days, the accident or illness shall be proven by certificate from a qualified medical practitioner.

- (a) Medical Notes: Employees will be reimbursed up to \$10.00 for each paid receipt for a medical note requested by the Corporation.
- (b) Employees may be allowed time off from work for unforeseen critical personal needs with the approval of the Fire Chief and use up to a maximum of three (3) accumulated sick days per year for such purposes.

9:04 No employee shall be entitled to any payment on account of sick leave upon termination of employment except as provided in Schedule "A" to this Agreement.

9:05 PREGNANCY/PARENTAL LEAVE

- (a) Pregnancy Leave: Upon at least two (2) weeks written notice to the Employer and provision of a certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee who has completed thirteen (13) weeks employment will be granted seventeen (17) weeks pregnancy leave without pay.
- (b) Parental Leave: Unpaid Parental Leave of up to eighteen (18) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2) weeks notice to the Employer. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other employees, Parental Leave must begin no more than thirty-five (35) weeks after: (i) the birth of the child, or, (ii) the child comes into the care and custody of the parent.
- (c) The following provisions apply to Parental and Pregnancy Leave:
 - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
 - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
 - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.
 - (iv) All written notifications will be in accordance with the Employment Standards Act, time limits.
 - (d) The employee shall provide the Corporation with at least two week's notice of her date of return to work. On returning from pregnancy leave, she shall be placed in her former position. If the former position no longer exists, she shall be placed in a job in her last job classification and department.

(e) The pregnant firefighter, upon submission of a medical practitioner's written recommendation, shall be re-assigned to non-direct suppression duties until pregnancy leave commences.

9:06 The Corporation shall, during **January**, advise each employee individually in writing of their **accumulated** sick leave credits at December 31st.

ARTICLE 10 - SALARIES

10:01(a) The scale of salaries for employees will be set up on a percentage basis as follows with the base of 100% being the rate for the 1st Class Firefighter:

4th Class Firefighter	70%
3rd Class Firefighter	- 80%
2nd Class Firefighter	- 90%
1st Class Firefighter	- 100%
Firefighter Mechanic	- 5% over current rate
Platoon Chief	- 130%
Captain	120%
Assistant Captain	- 113%
Training Officer	- 120%
Chief Training Officer	- 130%
Chief Fire Prevention Officer	130%
Fire Prevention Captain	- 120%
Fire Prevention Inspector	100%
Probationary Fire Department Mechanic-1st 6 months-	90%
Probationary Fire Department Mechanic-2nd 6 months-	100%
Fire Department Mechanic	110%
Fire Protection Technologist • Year 1	- 80%
Fire Protection Technologist • Year 2	- 85%
Fire Protection Technologist • Year 3	- 90%
Fire Protection Technologist • Year 4	- 95%
Fire Protection Technologist • Year 5	- 100%
Clerk Typist • Year 1	- 50.8%
Clerk Typist • Year 2	- 55.8%
Clerk Typist • Year 3	- 60.8%

Communications Operator - Probationary	-	67.3%
Communications Operator - Year 2	-	72.3%
Communications Operator - Year 3	-	77.3%

(b) The 1st Class Firefighter shall be paid an annual salary of \$51,930.00 effective on the first pay after October 1st, 1996; \$52,709.00 after January 1st, 1997; \$53,500 after January 1st, 1998; and, \$53,768.00 after July 1st, 1998. Pay dates shall be every second Thursday.

(c) Each member of the bargaining unit, who meets the **service** requirements, in the Vaughan Fire Department as a full-time Firefighter, shall be entitled on their anniversary date and shall receive annually, service pay in accordance with the following chart:

After Five (5) years' service	\$ 60.00
After Ten (10) years' service	\$120.00
After Fifteen (15) years' service	\$180.00
After Twenty (20) years' service	\$240.00
After Twenty-Five (25) years' service	\$300.00
After Thirty (30) years' service	\$360.00
After Thirty-Five (35) years' service	\$420.00

The service pay shall be paid in one (1) installment on the first pay in December in the year of entitlement and in the succeeding years.

10:02 (a) Each full-time fire hall will be commanded by a Captain.

(b) Whenever the on-duty crew consists of seven (7) or more Firefighters, the Captain shall be assisted by an Assistant Captain.

(c) Whenever the officer(s) are absent, the appropriate qualified acting-officer(s) will be designated by the Fire Chief. The designee shall be paid at the rate of the next highest rank for all hours designated on any shift. All such time shall be computed to the closest hour. Each appointment shall terminate at the end of each **shift**.

10:03 (a) Any employee who is required to remain on duty after normal **quitting** time, who is required to report for duty before **normal** starting time, shall be compensated for all such time at a rate of time **and** one-half based on the employee's normal rate of pay. All such overtime shall be computed to the closest half (½) hour.

(b) Any employee who **is** called-in for emergency duty on a **normal** day-off, shall be compensated for all such time worked at a rate of ~~time-and-one-half~~ (1½) based on the employee's normal rate of pay, and will be for a **minimum** of three (3) hours. All such time worked ~~will~~ be computed to the nearest half (½) hour.

10:04 Employees **who** are required to attend court in relation to their duties **as** a member of the City of Vaughan Fire Department, at **a time** that **they** would otherwise have been off duty, will receive overtime pay at **time** and one-half their normal rate of pay for the actual time spent **with a** **minimum** of four (4) hours. **Any** monies received **as** witness fees **shall** be turned over to The Corporation of the City of Vaughan.

10:05 Any committee overtime worked **as** scheduled by Management shall be paid at the rate of time and one-half.

10:06 The Firefighter who must hold a valid mechanic's licence and who is appointed **as** Firefighter Mechanic by the Fire Chief shall be paid 5% over the current rate during the term of such appointment.

10:07 It is agreed that all changes of pay rates will be effective for complete two (2) week pay periods. In the event that the calendar date agreed to or established for a promotion falls during the first seven (7) days of a pay period, the increase will be paid for that entire pay period. In the event that the said date falls during the last seven (7) days of a pay period, **the** increase will **be** effective for the **subsequent pay period**.

ARTICLE 11 - PROMOTIONS AND SENIORITY

11:01 Recommendations for promotions in the City of Vaughan Fire Department shall be based on ability to perform the work required together with seniority in the said Fire Department.

11:02 After serving a twelve (12) month probationary period and upon being examined and recommended by the Fire Chief, and not otherwise, each Firefighter shall be advanced one classification every twelve (12) months thereafter until reaching the rank of Firefighter 1st Class. Firefighters who do not receive a promotion **to** which **they** believe **they are** entitled to under this clause may appeal to a Promotion **Board** consisting

of the Fire Chief and three (3) members of Council **as** named by Council for the purpose.

11:03 **In** determining an employee's length of service for seniority purposes, computation will begin on the date the employee commences employment with the City of Vaughan Fire Department.

Former employees re-entering the Fire Department **after** continuity of service has been broken for any reason (Her Majesty's Service in the **Armed** Forces excepted) shall be considered **as** new employees and seniority shall be computed **as** of the date of re-entry into the Fire Department.

11:04 Promotions to an Officer rank shall be in accordance with the procedure set out in Schedule "B" attached to and forming part of **this** Agreement.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 Officers and elected members of the Association may be granted such leave of absence as may be necessary for the proper performance of the duties of their office insofar as the regular operation of the service of the Fire Department will permit at the approval of the Fire Chief.

12:02 In the case of a death in the employee's immediate family, namely the husband/wife, child, foster child, mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, grandparent or common law spouse, the employee shall be permitted to be absent for not more than three (3) days with pay; in the case of the death of any other relative **of** the employee, for not more than one (1) day for the purpose of attending the funeral. The above three (3) day limit for the purpose of **this** Article shall mean the days between and including the days of death and interment. Notwithstanding the above, when the day of interment falls outside these time limits, the employee shall be granted that extra day **off** for the purpose of attending the funeral.

ARTICLE 13 - PENSIONS. INSURANCE HOSPITALIZATION

13:01 All employees shall become and remain members of the Ontario

Municipal Employees Retirement System Plan as provided. The Fire Department Mechanic's, Fire Protection Technologist's, and Clerk Typist's OMERS pension will be provided on a "normal retirement age 65" basis.

13:02 The Employer shall pay the billed premiums for the following forms of insurance:

Ontario Health Insurance
Group Life Insurance
Extended Health **Care**
Hospital: semi-private
Prescription Drugs: (excluding over the counter drugs)
Prepaid with Card and \$3.00
Long Term Disability Insurance maximum \$4,500.00

Dental : 1995 ODA June 1, 1997
1996 ODA Jan 1, 1998.

Orthodontic: \$1,500.00 maximum per child per year
\$3,000.00 lifetime maximum per adult.

Major restorative: January 1, 1998
Reimbursement is limited to 30% of the insured charges

Visioncare: \$160.00 maximum each 24 months

The Employer may change any carrier **from** time to time provided the level of benefits is not reduced.

13.03 An employee may request the employer to provide at the employer's expense, full vaccination protection against Hepatitis B.

13.04 The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.

13.05 RETIREE BENEFITS

- 1) \$6,000.00 Life Insurance
- 2) 90% reimbursement of **drug costs**
- 3) basic dental: 1992 ODA effective June **1, 1997**
1993 ODA effective Jan. **1, 1998**
- 4) \$150.00 every **two** years for vision care

ARTICLE 14 - UNIFORMS & EQUIPMENT

14:01 (a) A full uniform consisting of the following items of clothing shall be issued to each Firefighter, Fire Protection Technologist, Mechanic and Communications Operator **as soon as practicable after hiring**:

- | | |
|---------------------|-------------------------------------|
| 1 tunic | 3 long sleeve shirts |
| 1 winter top coat | 3 short sleeve shirts |
| 1 pair safety shoes | 2 ties |
| 2 uniform pants | 1 uniform cap |
| 1 pair gloves | 2 pair fire retardant fatigue pants |

14.01 (b) Probationary Fire Prevention Inspectors shall receive:
One (1) extra tunic,
One (1) extra uniform pant and
Five (**5**) extra uniform **shirts** in lieu of fire retardant fatigue pants.

14.01 (c) Uniformed personnel will be allowed to choose from the following items using their normal point allotment:
- uniform rainwear
- overshoes
- winter uniform hat - O.P.P. Style

The point value of these items shall be equal to their dollar value.

14.01 (d) Each year following the initial issue, a Firefighter shall be entitled to requisition, by October 15th, with the approval of the Fire Chief, and which approval shall not be unreasonably withheld, uniform clothing items for the following year to a maximum of 235 points, Officers, 275 points. Unused points shall be accumulated to the following

year. **Points** shall be allocated to items of clothing **as** follows:

tunic	130 points
winter top coats	90 points
safety shoes	45 points
uniform pants	40 points
uniform shirts	12 points
uniform ties	3 points
uniform cap	25 points
gloves	22 points
fire retardant fatigue pants	30 points

All employees issued uniforms are required to keep them in a neat, clean, and presentable form at all times. The Fire Chief reserves the **right** to require them to draw specific items of clothing if, in the Fire Chief's opinion, the condition of the present item **is** no longer acceptable.

14:02 Uniformed members of the Vaughan Fire Department will be paid a cleaning allowance of \$175.00 per **annum**, payable once **a** year.

14:03 Each employee shall be supplied with adequate personal protective equipment **and** fatigue clothing which shall be issued at the discretion of the Fire Chief.

14:04 The Fire Department Mechanic and the Fire Protection Technologist will be issued **with** fatigue clothing **and** dress uniforms on the same basis **as** all other members of the department and coveralls at the discretion of the Fire Chief.

ARTICLE 15 - GRIEVANCE PROCEDURE

15:01 The Association shall appoint a Grievance Committee of three (3) members **from** among their membership and shall file their names annually with the Fire Chief and the Employer, **and** both parties shall be notified of any changes made in the Grievance Committee throughout the year.

15:02 Should any complaint or grievance arise relative to working conditions, wages, etc., believed contrary to this Agreement or **as** the

result of any action involving an individual member or members of the Association, the employee or employees concerned may then proceed **as** follows to receive explanation, clarification, or settlement of the **complaint** or grievance. **All** submissions and replies shall be in writing, including reasons, by all parties.

15:03 STAGE1

The employee shall take up the matter in writing with the Fire Chief prior to noon on the third (3rd) working day after the day on which the circumstances giving rise to the complaint have originated or occurred, and the Fire Chief shall reply prior to noon of the third (3rd) working day following the day of receipt. (The employee may appeal to the Association's Grievance Committee if the matter is not settled at Stage 1. **Said** Grievance Committee shall give due consideration to the grievance **and**, after having satisfied themselves that there is just cause for the grievance, proceed **as** follows:)

15:04 STAGE2

The employee, accompanied by the Grievance Committee, shall take **up** the matter prior to noon on the third (3rd) working day following the decision at Stage 1 with the Chief of the Department who shall reply prior to noon on the third (3rd) following working day and failing settlement:

15:05 STAGE3

The employee, accompanied by the Grievance Committee, shall take up the matter prior to noon on the third (3rd) working day following the decision in Stage 2 **with** the Chief Administrative **Officer who** shall reply prior to noon on the third (3rd) following working day. Failing settlement; the matter may be referred to Arbitration by written notice given **within** seven (7) additional days as hereinafter provided for in Article 16 - ARBITRATION.

15:06 GROUP GRIEVANCE

In case two or more employees have **an** alleged grievance, it shall be taken up by the Grievance Committee starting at Stage 2 prior to noon on the fifth (**5th**) working day after the day on which the circumstances giving rise to the complaint have originated or occurred.

15:07 ASSOCIATION POLICY GRIEVANCE

Any difference arising directly between the Association and the Employer, concerning interpretation or alleged violation of the ~~terms~~ or provisions of **this** Agreement, may be submitted to either party by the other at Stage 3 prior to noon on the fifth (5th) working day after the day on which the circumstances giving rise to the complaint have originated or occurred.

15:08 In determining the time within which any step is to be taken under the foregoing provisions of **this** Article, Saturdays, Sundays, and statutory Holidays shall be excluded. Any and all time limits fixed by **this** Article may at any time be extended by agreement in writing between the Employer and the Association.

15:09 At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.

15:10 In the case of an employee being exonerated, the employee shall be paid full salary for any time lost and reinstated forthwith.

ARTICLE 16 - ARBITRATION

16:01 In the event of any controversy with respect to any of the matters covered by the Agreement and in the event that a satisfactory adjustment cannot be reached, the matter in dispute shall be submitted to Arbitration as provided under the Fire Departments Act, R.S.O. 1980, Chapter 164, as amended.

16:02 Where the arbitrator determines in the case of alleged unjust discipline or discharge that the penalty is too severe under all circumstances, the arbitrator may substitute such other penalty as is considered warranted.

ARTICLE 17 EXPENSES

Any employee attending the Ontario Fire College at Gravenhurst, Ontario, shall be paid an allowance of \$60.00 a week to cover out-of-pocket and

travel expenses.

Any employee attending authorized courses (exclusive of the Ontario Fire College) shall be paid expenses at the rate of \$10.00 a day and \$.25 a km, for travel outside the City of Vaughan. Mileage computed from the Civic Centre to location of the course.

ARTICLE 18 - SUCCESSOR RIGHTS

The parties acknowledge that they have both had input into the **Administrative/Organizational/Financial** Review of Fire and Emergency Services for York Region.

In the event that an amalgamation or consolidation of Fire Departments in York Region is agreed to by some or all of the municipalities and the existing Vaughan Fire Department needs to be re-organized as a result, the parties agree that:

The proposed reorganization shall not be construed to be contracting out within the meaning of Article 3:02 Of **this** agreement.

The proposed reorganization will not be construed to be technological change within the meaning of Article 3:01(e) of **this** agreement.

There will be equitable treatment of all employees affected by the reorganization, that is to say, employees carrying out essentially the same duties and responsibilities should enjoy essentially the same terms and conditions of employment.

The procedural obligations of **this** agreement should be met and the intent of those obligations should be respected.

Negotiated changes to terms and conditions of employment should be seen as a primary requirement of a successful reorganization.

In the event of a possible privatization of the Fire service in whole or in part, the above shall not apply.

ARTICLE 18 - DURATION

18:01 This Agreement shall remain in force and effect from the 1st day of April 1996 until the 31st day of December 1998 and from year to year thereafter unless, within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date, either party gives written notice for the termination of the Agreement. In the event of either party desiring or proposing any change or alteration in the Agreement, but not desiring to terminate the Agreement, such party may give to the other party not less than thirty (30) days' written notice before the renewal date. Both parties shall thereupon negotiate in good faith in respect to the matters that are being proposed for change or alteration. The remaining provisions shall automatically renew themselves as aforesaid.

SCHEDULE "A"

Sick leave accumulated to January 31st, 1975, by the Firefighters listed below shall be the **maximum** amount upon which a 50% severance payment will be allowed upon the voluntary resignation or retirement of each Firefighter.

<u>NAME</u>	<u>Accumulated Sick Leave at January 31st, 1975</u>		Maximum	<u>Eligibility</u>
	<u>days</u>	<u>hours</u>	<u>Payout *</u>	<u>Date</u>
W. Ash	84	1008	504	6 April 1980
W. Kirkpatrick	6	72	36	10 Sept 1984
D. Nixon	4	48	24	15 Nov 1984
C. Palmer	150-1/2	1806	903	1 July 1976
G. Price	7-1/2	90	45	6 Sept 1984
W. Riddell	104	1248	624	31 March 1979
D. Snider	15-1/2	186	93	8 March 1984

It is understood that in the event that a Firefighter's sick leave accumulation at the time of his voluntary resignation or retirement is less than his accumulation at January 31st, 1975, then he shall receive only 50% of his accumulation at time of termination. In the event of the death of any of the above, the Eligibility Date shall not apply regarding payments to the beneficiary.

One hour's pay shall be determined by dividing the Firefighter's annual salary rate by 2184.

* Maximum payout is limited to half of one year's salary.

SCHEDULE "B"

1) GENERAL CONDITIONS

All recommendations for promotion shall be made by the Fire Chief of the City of Vaughan Fire Department.

2) QUALIFYING FOR OFFICER

2.1 ELIGIBILITY

Four (4) years' service as a 1st Class Firefighter in the City of Vaughan Fire Department.

2.2 MARKING PROCEDURE

All applicants shall be tested and marked in the following four (4) categories: 1) written examination, 2) practical oral exam, 3) practical evaluations and 4) performance appraisal. The applicants final mark shall be the average of the marks in each category. (Maximum 100%)

2.3 QUALIFYING MARK

The qualifying mark shall be 75% with not less than 50% in any of the categories in Section 2.2.

2.4 QUALIFYING BOARD

The Qualifying Board will be composed as directed by the Fire Chief. The Qualifying Board shall consist of four (4) senior officers of the Vaughan Fire Department.

2.5 WRITTEN EXAMINATION

(a) Written Examinations for all candidates shall be adjudicated by the Qualifying Board.

(b) Written Examinations to be composed by the Qualifying Board in consultation with the Fire Chief and the Deputy Fire Chief.

(c) The Qualifying Board together with the Fire Chief and the Deputy Fire Chief shall meet to conduct the written examination and mark the exam according to procedure established by the Fire Chief.

(d) When the invitation to write qualifying exams is posted, **source** material, other than the City of Vaughan Fire Department Training Manual, shall be clearly identified. All material, other than the Training Manual, shall be available to all applicants at each Fire Station in the City of Vaughan.

(e) Results showing percentage score, are to indicate qualified or not qualified to advance to oral examination.

2.6 ORAL EXAMINATION

(a) Practical Oral Examination to be composed by the Qualifying Board in consultation with the Fire Chief and ~~the~~ Deputy Fire Chief. The Qualifying **Board** will conduct and mark each applicant according to test procedure established by the Fire Chief.

(b) Each applicant may be asked a maximum of ten (10) oral questions.

(c) The list of practical oral questions will be issued to the applicant 30 minutes before the oral examination begins. **This** will allow the applicant time to prepare answers prior to presentation before the Board.

(d) Results showing percentage score, are to indicate qualified or not qualified to advance to the practical evolutions.

2.7 PRACTICAL EVOLUTIONS

(a) Practical Evolutions to be composed by the Qualifying Board in consultation with the Fire Chief and the Deputy Fire Chief. The Qualifying Board will conduct and mark each applicant according to test procedure established by the Fire Chief.

(b) Each applicant shall perform one (1) practical evolution.

(c) Each applicant shall perform one (1) tactical evolution.

(d) In 2.7(b) and 2.7(c), each applicant will be thoroughly familiar with procedures.

- (e) Following each evolution the Board will confer orally ~~with~~ each applicant.
- (f) Only personnel directly involved or required ~~will~~ be in attendance at the practical evolution.
- (g) Results showing percentage score, are to indicate qualified or not qualified to advance to Performance Appraisal.

2.8 PERFORMANCE APPRAISAL

- (a) Appraisal reports ~~will~~ be reviewed collectively by the Fire Chief, Deputy Fire Chief and the Qualifying Board.
- (b) Results showing percentage score, are to indicate qualified or not qualified.

2.9 QUALIFYING LISTS

- (a) A composite list of the results shall be submitted by the Qualifying Board to the Deputy Fire Chief for transmittal to the Fire Chief.
- (b)(i) A list shall be published alphabetically of those qualifying for promotion to Assistant Captain.
A list shall be published alphabetically of those qualifying for promotion to Fire Prevention Captain.
- (ii) Only those on the list of personnel ~~qualifying~~ for promotion to Assistant Captain shall be used ~~as~~ Acting Assistant Captains.
Only those on the list of personnel ~~qualifying~~ for promotion to Fire Prevention Captain shall be used ~~as~~ an Acting Fire Prevention Captain.
- (iii) Only Assistant Captains and those on the list of personnel ~~qualifying~~ for promotion to Assistant Captain shall be used ~~as~~ Acting Captains.
- (iv) Personnel on the lists shall be utilized on each platoon and/or division at the discretion of the Deputy Fire Chief with the efficiency of the department being of foremost consideration in assigning the qualified personnel.
- (c) Firefighters failing to qualify shall be entitled to ~~an~~ interview ~~with~~ the Deputy Fire Chief upon request; such request shall be made ~~within~~ (30) days of published list date.

(d) Failing a satisfactory solution in 2.9(c), the applicant shall be entitled to an interview ~~with~~ the Deputy Fire Chief and the Qualifying Board.

(e) If applicants wish to ~~see~~ their personal marks and examinations, such marks or examinations shall be made available to them by the Deputy Fire Chief

2.10 ADDITIONS TO THE QUALIFYING LIST

Qualifying Boards to be convened annually (January) to deal with any applications. Applicants failing to qualify may re-apply the following year.

2.11 QUESTION BANK

Questions and answers for promotion routine use will be compiled into a question bank which shall be continually up-dated to reflect the current needs. The Qualifying Board members will contribute questions for use in the bank. Questions may be used in the written, oral or practical portion of the promotion routine.

3) PROMOTION TO FIRE PREVENTION CAPTAIN

3.1 ELIGIBILITY

Qualified under condition of Section 2.

3.2 PROMOTIONAL RECOMMENDATION BOARD

Promotional Recommendation Board shall consist of the Deputy Fire Chief, and four Senior Officers, one of which shall be the Chief Fire Prevention Officer.

They shall meet **and** select from the list **of** personnel qualified for promotion to Fire Prevention Captain, up to four **(4)** eligible candidates for the vacancy and submit the selected names to the Fire Chief. **This** Board shall convene **as** directed by the **Fire** Chief.

3.3 PROMOTION

Selection will be made by the Fire Chief from the list submitted by the Promotional Recommendation **Board**, following interviews ~~with~~ the recommended personnel.

3.4 RE-QUALIFYING

Those on the list of personnel qualifying for promotion to Fire Prevention Captain will re-qualify every four (4) years.

3.5 PROMOTIONS AND SENIORITY

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

4) PROMOTION TO ASSISTANT CAPTAIN

4.1 ELIGIBILITY

Qualified under condition of Section 2.

4.2 PROMOTIONAL RECOMMENDATION BOARD

Promotional Recommendation Board shall consist of the Deputy Fire Chief and four (4) Senior Officers.

They shall meet and select from the qualifying list, four (4) eligible candidates for the first vacancy plus up to two (2) for each additional vacancy and submit the selected names to the Fire Chief. This Board shall convene as directed by the Fire Chief.

4.3 PROMOTION

Selection will be made by the Fire Chief from the list submitted by the Promotional Recommendation Board, following interviews with the recommended personnel.

4.4 RE-QUALIFYING

Those on the list of personnel qualifying for promotion to Assistant Captain will re-qualify every four (4) years.

4.5 PROMOTIONS AND SENIORITY

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

5) PROMOTION TO CAPTAIN

5.1 ELIGIBILITY

Qualified under condition of Section 4.

5.2 PROMOTIONAL RECOMMENDATION BOARD

Promotional Recommendation Board **shall** consist of the **Deputy** Fire Chief and four **(4)** senior officers. **They** shall meet and select from the **list** of Assistant Captains, up to four **(4)** candidates for the first vacancy, and up to two **(2)** for each additional vacancy and submit the selected names to the Fire Chief. **This** Board shall convene **as** directed by the **Fire** Chief.

5.3 PROMOTION

Selection will be made by the Fire Chief from the list submitted by the Promotional Recommendation Board, following interviews with the recommended personnel.

5.4 PROMOTIONS AND SENIORITY

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

6) DIVISIONAL TRANSFER

If a member transfers from the Firefighting Division of the City of Vaughan Fire Department to another division, for purposes of **this** policy, accumulated time in **any** other division shall not count towards promotion in the Firefighting Division if the employee subsequently returns.

In the event a Firefighter is promoted in the Training or Fire Prevention Divisions, other than through the procedures outlined above, the rank so attained is non-transferable to the Firefighting Division.

7) **PROMOTION TO PLATOON CHIEF**

7.1 **ELIGIBILITY**

Qualified under condition of Section 5, with two (2) years in the rank of Captain.

7.2 **PROMOTION**

(a) Selection ~~will~~ be made by the Fire Chief from candidates **who** apply and successfully complete the assessment process with the Selection Committee, established by the Fire Chief

(b) **A** member of the Vaughan Professional Firefighters Association, who **has** obtained the rank of Platoon Chief, may be present **as** a non-participating observer, subject to candidates agreement.

(c) Acting Platoon Chiefs shall be assigned by the Fire Chief with the efficiency of the department being of foremost consideration in assigning the qualified personnel **as** per Article 7.1.

7.3 **PROMOTIONS AND SENIORITY**

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the **work** required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

8) **PROMOTION TO TRAINING OFFICER**

8.1 **ELIGIBILITY**

Officer's **rank** or qualified under condition of Section 2.

8.2 **PROMOTIONAL RECOMMENDATION BOARD**

(a) Promotional Recommendation Board shall consist of the Deputy Fire Chief, Chief Training Officer and three (3) Senior Officers.

(b) **They** shall assess the applicants, selecting up to four (4) eligible candidates for the vacancy and submit the selected names to the Fire Chief. **This** Board shall convene **as** directed by the Fire Chief.

8.3 PROMOTION

Selection will be made by the Fire Chief from the list submitted by the Promotional Recommendation Board, following **interviews** with the recommended personnel.

8.4 PROMOTIONS AND SENIORITY

Recommendations for promotion in the City of Vaughan Fire Department **shall** be based on eligibility and ability to perform the **work** required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

9) PROMOTION TO CHIEF TRAINING OFFICER

9.1 ELIGIBILITY

Two years in the rank of Training Officer or Captain.

9.2 PROMOTION

(a) Selection will be made by the Fire Chief from candidates who apply and successfully complete the assessment process with the Selection Committee, established by the Fire Chief.

(b) **An** executive committee member of the Vaughan Professional Firefighters Association may be present **as** a non-participating observer, subject to the candidate's agreement.

9.3 PROMOTIONS AND SENIORITY

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the **work** required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

10) PROMOTION TO CHIEF FIRE PREVENTION OFFICER

10.1 ELIGIBILITY

Two years in the rank of Fire Prevention Captain, Training Officer or Captain.

10.2 **PROMOTION**

(a) Selection will be made by the Fire Chief from candidates who apply and successfully complete the assessment process with the ~~selection~~ Committee, established by the Fire Chief.

(b) An executive committee member of the Vaughan Professional Firefighters Association may be present as a non-participating observer, subject to the candidate's agreement,

10.3 **PROMOTIONS AND SENIORITY**

Recommendations for promotion in the City of Vaughan Fire Department shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the City of Vaughan Fire Department shall be the deciding factor.

LETTER OF INTENT

Call-back for overtime purposes shall be on a rotational alphabetical list of off-duty Firefighters.

LETTER OF UNDERSTANDING

The Corporation shall consult with the Association at least (21) days prior to informing the employees of any lay offs. Such consultation shall include the names of employees to be laid off, the timing, the locations and duration of such layoffs.

LETTER OF INTENT

"The Employer confirms that it will continue to make reasonable efforts to accommodate the scheduling requests of employees for vacation and lieu time."

LETTER OF INTENT

For the purposes of Schedule B, Article 2.1, a 1st Class Firefighter shall include those Inspectors, Technologists and Mechanics who are at the 100% salary rate of a 1st Class Firefighter, or above:

LETTER OF UNDERSTANDING RE: UNIFORMS COMMITTEE

The parties agree to establish a joint Uniforms Committee to review Article 14.

The Committee will review the manner in which Article 14 is administered, the specifications for uniform clothing items and how miscellaneous uniform accessory or alternative items may be added to the list without increasing the gross cost of the uniform clothing allowance.

The Committee shall submit its report to the Labour Management Committee by February 1998.

LETTER OF UNDERSTANDING
NOT TO BE INCLUDED IN COLLECTIVE AGREEMENT

The incumbent Senior Fire Prevention Officer on date of ratification, will be re-classified to **Fire** Prevention Captain and is deemed to meet the eligibility requirements of Schedule B, clause 10.1.

NOTE
NOT TO BE INCLUDED IN COLLECTIVE AGREEMENT

All reference in the Collective Agreement to the classification of Senior Fire Prevention Officer is replaced by Fire Prevention Captain.

NOTE
Printing of Collective Agreements

The cost of printing the Agreement shall be paid 50% by the Corporation and 50% by the Association.