

2001 - 2003 COLLECTIVE AGREEMENT

THIS AGREEMENT made in quadruplicate

this day of 2001

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN

hereinafter called the CORPORATION

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 and Rescue Service, hereinafter called the "VFRS".
- 1:02** Each new member of the VFRS shall be deemed to be a probationary employee for the first eighteen (18) consecutive months of employment.

ARTICLE 2 - RECOGNITION

- 2:01** The Corporation (also known as the Employer as defined by the *Fire Protection and Prevention Act, 1997, Part IX - Firefighters: Employment and Labour Relations*, as amended, hereinafter called the "FPPA") recognizes the Association as bargaining agent for all full-time Firefighters (as defined by the FPPA) and other full-time employees of the VFRS, 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 Corporation will deduct such employee's monthly Association dues and remit said dues to the Association monthly through direct deposit to an account authorized by the Association.
- 2:03** The Association agrees to keep the Corporation 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 Corporation 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 VFRS 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 VFRS's operation not otherwise specifically dealt with elsewhere in this Agreement.
- (5) the Corporation 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.

3:03 LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of three (3) members from the Corporation and three (3) 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.

3:04 TECHNOLOGICAL CHANGE

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 the FPPA, as amended. The time limits provided in the FPPA 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.

3:05 INDEMNIFICATION

The Corporation shall indemnify and save harmless its firefighters from civil liability arising out of their duties, excluding willful 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.

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 VFRS 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 VFRS shall work a forty-two (42) hour week on the average as approved by the Fire Chief. All Firefighters, except Fire Prevention Division personnel, Mechanical Division personnel, Training Division personnel and Firefighters appointed as mechanics under Article 10:06 shall work on a two-platoon system as defined by the FPPA.

5:02 The Clerk-Typists 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, provided that operational and scheduled specialized training (from an outside agency) needs posted at least 30 days in advance are accommodated and provided further that all requested shift changes shall be approved prior to the end of the previous tour.

Notwithstanding the above, a maximum of six (6) short notice changes per year may be approved provided operational and said scheduled training needs are met.

Officers and elected members of the Association shall be granted shift changes as may be necessary for the proper performance of their office.

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. After 30 years of service, seven (7) weeks.

6:04 Within each Division, vacation periods shall be selected on a rotation basis, with the firefighter with the most seniority selecting first and continuing down the list based on seniority. Selections shall be made one week of vacation at a time. Vacations shall be 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 | 8. Thanksgiving Day |
| 2. Good Friday | 9. Christmas Day |
| 3. Easter Monday | 10. Boxing Day |
| 4. Victoria Day | 11. Remembrance Day |
| 5. Canada Day | 12. Floating Day |
| 6. Civic Holiday | |
| 7. Labour Day | |

Lieu days shall be taken as may be suitable to the Firefighter and the Fire Chief with no accumulation from year to year. Selection shall be made on a rotation basis, with the firefighter with the most seniority selecting first and continuing down the list based on seniority.

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 net-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.
- 8.05** If an employee suffers a bona fide* illness while on an approved short term paid leave, ie. Vacation or Lieu Days, such time shall revert to sick leave. Upon return to work, the employee shall be credited with the time to be used at a future date, mutually agreed upon.

*bona fide to mean normally hospitalized or complete confinement in the home under a regular physician's care (as defined by the College of Physicians and Surgeons).

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 required by this Agreement or 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 Corporation and provision of a certificate from a legally qualified medical practitioner stating the expected birth date, 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:

4 th Class Firefighter	-	70%
3 rd Class Firefighter	-	80%
2 nd Class Firefighter	-	90%
1 st 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 - 4 th Class	-	70%
Fire Prevention Inspector - 3 rd Class	-	80%
Fire Prevention Inspector - 2 nd Class	-	90%
Fire Prevention Inspector - 1 st Class	-	100%
Fire Protection Technologist - 4 th Class	-	70%
Fire Protection Technologist - 3 rd Class	-	80%
Fire Protection Technologist - 2 nd Class	-	90%
Fire Protection Technologist - 1 st Class	-	100%
Chief Mechanical Officer	-	130%
Fire Department Mechanic - Year 1	-	80%
Fire Department Mechanic - Year 2	-	90%

Fire Department Mechanic - Year 3	-	100%
Clerk Typist - Year 1	-	50.8%
Clerk Typist - Year 2	-	55.8%
Clerk Typist - Year 3	-	60.8%
Communications Operator - Year 1	-	70%
Communications Operator - Year 2	-	75%
Communications Operator - Year 3	-	80%

b) The 1st Class Firefighter shall be paid an annual salary of \$59,581 effective on the first pay after January 1st, 2001; \$60,336 after July 1st, 2001; \$61,542 after January 1st, 2002; \$62,159 after July 1st, 2002; \$63,402 after January 1st, 2003; and \$64,024 after July 1st, 2003. Pay dates shall be every second Thursday.

(c) Each member of the bargaining unit, who meets the service requirements, in the VFRS 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 (1/2) 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 (1 1/2) 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 (1/2) hour.

- 10:04** Employees who are required to attend court in relation to their duties as a member of the VFRS, 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.
- 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.
- 10:08** Fire Prevention Inspectors scheduled to standby for after-hours call-in shall be paid the sum of \$115 for each seven-day period of standby duty. They must be able to respond within one hour of call-in. Those employees called-in while on standby shall be compensated in accordance with Article 10:03 (b).
- 10:09** Premium Pay: The Firefighter (1st Class or Lower Rank) who is qualified and appointed to instruct in Defibrillation shall be paid 5% over the current rate during the term of appointment.

ARTICLE 11 - PROMOTIONS AND SENIORITY

- 11:01** Recommendations for promotions in the VFRS shall be based on ability to perform the work required together with seniority in the said VFRS.

11:02 After serving twelve (12) months 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 directly to Stage 2 of the normal grievance procedure.

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 VFRS.

Former employees re-entering the VFRS 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 VFRS.

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 VFRS 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 five (5) 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 five (5) 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 Corporation 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 \$5,500.00

Dental :

1999 ODA Effective April 1, 2001

2000 ODA Effective January 1, 2002

2001 ODA Effective January 1, 2003

Orthodontic:

\$1,500.00 maximum per child per year

\$3,000.00 lifetime maximum per adult.

Major restorative:

Reimbursement is limited to 50% of the insured charges, to a maximum of \$1,500 per person per year.

Visioncare:

\$200.00 maximum each 24 months - Effective April 1, 2001

\$220.00 maximum each 24 months - Effective January 1, 2002

\$230.00 maximum each 24 months - Effective January 1, 2003

Laser Eye Surgery:

Effective one month following ratification, the Corporation agrees to pay 50% towards the cost of Laser Eye Surgery to a maximum of \$1,500 upon submission of original receipts, and upon execution of the completed official claim form.

4) \$150.00 every two years for vision care

Early Retirees

\$60,000 Life Insurance, first year, reducing in equal increments per year until retiree reaches Normal Retirement Age at which time the amount equals \$15,000.

ie.	55	=	\$60,000
	56	=	\$50,000
	57	=	\$40,000
	58	=	\$30,000
	59	=	\$20,000
	60	=	\$15,000

ARTICLE 14 - UNIFORMS & EQUIPMENT

14:01 (a) A full uniform consisting of the following items of clothing in column A, shall be issued to each Firefighter and Mechanic; items of clothing in column B shall be issued to each Communications Operator; and, items of clothing in column C, shall be issued to each Probationary Fire Prevention Inspector and Fire Protection Technologist; as soon as practical after hiring:

	A Qty.	B Qty.	C Qty.	D Points
<u>Dress Uniform:</u>				
Tunic		1	1	1
	170			
safety shoes	0	1	0	76
uniform pants/skirts	1	1	1	54
uniform shirts, long sleeve	0	0	1	24
uniform shirts, short sleeve	1	1	1	22
uniform ties	2	2	2	
	3			
uniform cap	1	1	1	
	52			
gloves		0	0	0
	29			
<u>Work Uniform:</u>				
work jacket	1	1	1	230

work shirt, short sleeve	4	4	4	60
work shirt, long sleeve	0	0	0	65
work pants		2	2	2
	74			
safety boots	1	0	1	135
<u>Accessory Items:</u>				
overshoes, rainwear, etc	0	0	0	current \$
	value			

- 14:01** (b) Each year following the initial issue, each uniformed Officer and 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 and work clothing items for the following year to a maximum of 325 points. A maximum of 75 unused points may be accumulated to the following year. Points shall be allocated to items as per column D in Article 14:01(a).

A Uniform Sub-Committee will meet annually, to review and confirm the specific details of the dress and work uniform item specifications, allocation entitlement and requisitioning process.

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 VFRS will be paid a cleaning allowance of \$175.00 per annum, payable once a year, following the probationary period.
- 14:03** Each employee shall be supplied with adequate personal protective equipment, which shall be issued 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 Corporation, 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 STAGE 1

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 STAGE 2

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 Fire Chief who shall reply prior to noon on the third (3rd) following working day and failing settlement:

15:05 **STAGE 3**

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 City Manager 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 Corporation, 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 Corporation 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 , FPPA.

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 assigned courses outside the City of Vaughan shall be paid the following expense allowance:

- (1) Overnight, two or more days, \$10.00 per day to cover out of pocket expenses, plus mileage.
- (2) Daytime courses B no overnight, up to \$10.00 per day with receipts, plus mileage.
- (3) Mileage will be paid at the Corporate rate and computed from the Civic Centre.

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 services in York Region is agreed to by some or all of the municipalities and the existing VFRS 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 3:04 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 19 - DURATION

19:01 This Agreement shall remain in force and effect from the 1st day of January 2001 until the 31st day of December 2003 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>			<u>Maximum Payout * for Payment</u>	<u>Eligibility Date</u>
	<u>days</u>	<u>hours</u>	<u>hours</u>		
D. Nixon	4	48	24		15 Nov 1984
C. Palmer	150-1/2	1806	903		1 July 1976
W. Riddell	104	1248	624		31 March 1979
D. Snider	5-1/2	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 VFRS.

2. QUALIFYING FOR OFFICER

2.1 ELIGIBILITY

Four (4) years' service as a 1st Class Firefighter in the VFRS.

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 VFRS 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.

(b) 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.

(b) iii) Only Assistant Captains and those on the list of personnel qualifying for promotion to Assistant Captain shall be used as Acting Captains.

(b) 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS shall be the deciding factor.

6. **DIVISIONAL TRANSFER**

If a member transfers from the Firefighting Division of the VFRS 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 candidate's 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 VFRS shall be based on eligibility and ability to perform the work required. In cases of equality, seniority in the VFRS 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 off. 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 Corporation 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 - Use of Vehicle

Firefighters required to use their personal vehicle when re-assigned to another location after reporting to duty, or required to use their vehicle for business use, shall be compensated at the current rate per kilometre established by the Corporation; and, shall be considered as being at work, with regard to WSIB.

LETTER OF UNDERSTANDING - Uniform Specifications

Uniform specifications are as established by the Joint Corporation/Association Uniform Sub-Committee in its report dated 1998-02-04 or as modified by such Committee from time to time.

LETTER OF UNDERSTANDING - Schedule B Committee

The Parties agree to establish a joint Schedule B Committee to review the entire Schedule B. The Committee will review the manner in which Schedule B is administered, and may develop new methods for promotions and qualifications.

Terms of Reference:

- \$ Each Party shall be allowed a maximum of two members on the Committee.
- \$ The Committee will review the existing systems for promotion and research how other Fire Departments are conducting promotional routines.
- \$ The Committee shall review concerns of fire fighters, the Promotional Recommendation Board and the Management Team.
- \$ The Committee may develop or adopt new ideas and methods for promotion and qualifications.
- \$ The Committee shall report back to their respective Negotiating Committees within the lifetime of the Collective Agreement.

(1)

(2)

(3) LETTER OF UNDERSTANDING

(4)

(5) The Parties agree to a Joint Committee to review the C-PAT program. The committee shall report back to their respective negotiating committees within the lifetime of the Collective Agreement.

(6)

(7)

(8) LETTER OF UNDERSTANDING

(9)

(10) That a Joint Committee of representatives from Fire Prevention Division staff, the Association Executive, and Management staff meet and develop a flexible schedule of work that continues to meet the inspection, education and general requirements of fire Prevention, considering the input of the Fire Prevention staff.

(11)

(12) The Joint Committee shall develop and present a minimum of two options, to be implemented on a trial basis for a period of no less than 6 months each. At the end of each trial period, each program shall be reviewed and assessed as to its operational effectiveness and minimal disruption to the working conditions. Each program must include provisions that allow for advance notification and scheduling of staff so as to effect minimal impact/disruption on affected employees lifestyle and leisure time.