

2004 - 2006 COLLECTIVE AGREEMENT

THIS AGREEMENT made in quadruplicate

This 7th day of August, 2008

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN

hereinafter called the CORPORATION

OF THE FIRST PART

-and-

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

hereinafter called the "ASSOCIATION"

OF THE SECOND PART

11093 (04)

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GENERAL PURPOSE

The purpose of this Agreement is to establish a mutually satisfactory relationship between the Corporation and the Employees concerned; and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the Employees who are subject to the provisions of this Agreement.

NOW THEREFORE, this Agreement witnesseth:

ARTICLE1 - 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.

ARTICLE2 - 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 of any change therein.

2.04 At a designated time during the training program for new firefighter recruits, representatives of Management and representatives of the VPFPA will jointly present an overview of the current collective agreement.

In the event that individual hires occur or hires in other classifications occur, the parties will determine a mutually convenient time to present a joint overview of the Collective Agreement.

It is understood that this overview will be provided to all probationary employees within one month of the date of hire.

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.
- (e) the Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.
- (f) The Corporation may appoint an employee to act in a position outside the bargaining unit for a period of up to one year.

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 practiced 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 or promotion 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 | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Christmas Day |
| 4. Victoria Day | 10. Boxing Day |
| 5. Canada Day | 11. Remembrance Day |
| 6. Civic Holiday | 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. 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** An employee who through illness or injury cannot return to normal duties and responsibilities will be accommodated pursuant to the Ontario Human Rights Code. When a disabled employee who has been accommodated in another position is able to perform the normal duties and responsibilities of his/her former position, then he/she shall be returned to the former position as soon as possible. It is understood that nothing in this section is intended to limit the Corporation's, the Association's or the employee's obligations to accommodate disabled employees under the Ontario Human Rights Code. In fact, all recognize and agree that they are bound by the OHRC and that all rights and obligations thereunder apply to them.
- 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.

(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 \$66,585 effective on the first pay after January 1st, 2004; \$69,249 after January 1st, 2005; and \$71,673 after January 1st, 2006. Pay dates shall be every second Thursday.

(c) The salary scale for the Communications Supervisor will be 115% of the rate for the Communications Operator.

- (d) 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.
- To qualify for upgrading from Firefighter 4th Class to Firefighter 3rd Class, a mark of seventy percent (70%) must be attained on the written examination and seventy percent (70%) on the practical examination. To qualify for upgrading from Firefighter 3rd Class to Firefighter 2nd Class and from Firefighter 2nd Class to Firefighter 1st Class, a mark of seventy-five percent (75%) must be attained on the written examination and seventy-five percent (75%) on the practical examination.
- A Firefighter who does not attain the marks required to upgrade to the next classification may appeal his/her examination and practical results to the Deputy Fire Chief.
- A Firefighter who does not receive an upgrade to which he/she believes he/she is 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.
- 11:05** If an employee accepts a transfer to a temporary position outside of the bargaining unit, the employee shall have the right to return to his/her position in the bargaining unit for a period of twelve (12) calendar months. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit, as well as time spent outside the bargaining unit. During such time outside the bargaining unit the employee shall not be involved in the administration of discipline to other bargaining unit members.

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) generic drugs only, unless the physician prescribes otherwise.
 - Prepaid with Card and \$3.00
 - Long Term Disability Insurance maximum \$5,500.00

Dental :

Shall be paid on the basis of the previous year's Ontario Dental Association fee schedule.
Dental coverage to provide for recall exams every nine months.

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.

Vision care:

\$275.00 maximum every 24 months

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.

The following conditions apply for an employee's claim to be deemed eligible:

- 1) Further visioncare claims will not be eligible until the customary visioncare entitlements have been absorbed.
- 2) Proof of decreased visual acuity must be submitted to be eligible for any corrective eyewear or contact lenses cost reimbursement after the \$1,500 has been absorbed.
- 3) The insurance carrier's determination of whether visual acuity has deteriorated will be based on submission of medical information by the employee.
- 4) Any outstanding monies owing to the employer will be paid in full upon termination of employment. Outstanding amounts will be prorated to correspond with normal visioncare entitlements.

Paramedical Services:

\$30.00 per visit as outlined in current benefits handbook - January 1, 2001
\$35.00 per visit effective - January 1, 2002
\$40.00 per visit effective - January 1, 2003

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

13.03 An employee may request the Corporation to provide at the Corporation'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) \$15,000 Life Insurance
- 2) 90% reimbursement of drug costs generic drugs only unless physician prescribes otherwise (excluding over the counter drugs).
- 3) basic dental:
 - Shall be paid on the basis of a three (3) year lag of the Ontario Dental Association fee schedule.
 - Dental coverage to provide for recall exams every nine months.
- 4) \$220.00 maximum every 24 months 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>				
Over shoes, 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 Chiefs 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 seventh (7th) 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 seventh (7th) 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 seventh (7th) working day following the decision at Stage 1 with the Fire Chief who shall reply prior to noon on the seventh (7th) 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 fourteenth (14th) working day following the decision in Stage 2 with the City Manager who shall reply prior to noon on the fourteenth (14th) 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 seventh (7th) 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 tenth (10th) 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.

15.11 (a) No employee shall be discharged or disciplined without just cause.

15.11 (b) The Corporation agrees that whenever a disciplinary meeting is held with an employee an Association Representative shall be invited to be present. Such a meeting, once requested, shall take place as soon as possible at a time mutually agreed to by the parties. It is understood that the holding of the meeting does not prevent the employee from being relieved of duty by the Corporation prior to the meeting.

15.12 When an employee is disciplined or discharged the Association shall be given a copy of the discipline or discharge.

15.13 The Corporation agrees that upon written request by the employee he/she may view all documents pertaining to unsatisfactory conduct or work performance contained in the employee's personnel file.

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 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 reorganized 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 2004 until the 31st day of December 2006 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.

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

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE CITY
) OF VAUGHAN
)

)
)

) Mayor
)
)

) Clerk

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

)
) President

)

) Secretary



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>		
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 promotions 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 evaluation 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 EXAMINATION BOARD

The Examination Board will be composed as directed by the Fire Chief. The Examination Board shall consist of four (4) senior officers of the Vaughan Fire and Rescue Service.

2.5 WRITTEN EXAMINATION

- (a) Written Examinations for all candidates shall be adjudicated by the Examination Board.
- (b) Written Examinations to be composed by the Examination Board in consultation with the Fire Chief and the Deputy Fire Chief.
- (c) The Examination 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) Candidates with a score of not less than 50% on the written examination shall advance to oral examination.

2.6 ORAL EXAMINATION

- (a) Practical Oral Examination to be composed by the Examination Board in consultation with the Fire Chief and the Deputy Fire Chief. The Examination

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 thirty (30) minutes before the oral examination begins. This will allow the applicant time to prepare answers prior to presentation before the Board.
- (d) Candidates with a score of not less than 50% on the oral examination shall advance to practical evolutions.

2.7 PRACTICAL EVOLUTIONS

- (a) Practical Evolutions to be composed by the Examination Board in consultation with the Fire Chief and the Deputy Fire Chief. The Examination 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) Candidates with a score of not less than 50% on the practical evolutions shall advance to performance appraisal.

2.8 PERFORMANCE APPRAISAL

- (a) Appraisal reports will be reviewed collectively by the Fire Chief, Deputy Fire Chief and the Examination Board and a percentage score will be assigned.
- (b) Candidates with a score of not less than 50% on the performance appraisal shall have their aggregate score calculated.

2.9 QUALIFYING LISTS

- (a) A composite list of the aggregate scores shall be submitted by the Examination Board to the Deputy Fire Chief for transmittal to the Fire Chief.
- (b) i) Three lists shall be published ranking personnel according to their aggregate scores on the four areas set out in 2.2, unless otherwise modified by seniority when the personnel are relatively equal in their aggregate scores. There shall be a list of those qualified for promotion to Assistant Captain, a list of those qualified for

promotion to Captain and a list of those qualified for promotion to Fire Prevention Captain.

- (b) ii) Only those on the Assistant Captain List shall be used as Acting Assistant Captains.
- (b) iii) Only those on the Fire Prevention Captain List shall be used as an Acting Fire Prevention Captain.
- (b) iv) Only those on the Captain List and those on the Assistant Captain List shall be used as Acting Captains.
- (b) v) Personnel shall be entitled to act on each platoon or division based on their rank on the aggregate list, with the person who has the highest ranking having the opportunity to act first. For the purposes of acting in the role of Captain, those on the Captain List shall be entitled to the acting assignment before those on the Assistant Captain List.
- (c) Firefighters failing to qualify shall be entitled to an interview with the Deputy Fire Chief upon request; such request shall be made within thirty (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 Examination Board.
- (e) **If** applicants wish to see their personal marks and examinations, such marks and examinations shall be made available to them by the Deputy Fire Chief.

2.10 ADDITIONS TO THE QUALIFYING LISTS

Examination Boards to be convened annually in October to deal with any applications. Applicants failing to qualify may re-apply the following year. The qualifying list that results from the October examinations shall be effective from January 1st through December 31st in 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 Examination 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 PROMOTION

Promotion to the position of Fire Prevention Captain shall be based on the candidates ranking on the Fire Prevention Captain List. The candidate with the highest ranking shall be entitled to the promotion.

3.3 RE-QUALIFYING

Those on the Fire Prevention Captain List will re-qualify not less than every four (4) years. Personnel on the Fire Prevention Captain List may re-qualify more frequently than every four (4) years for the purpose of improving their aggregate scores. When re-qualifying, if the candidate receives a lower aggregate score in the requalifying routine than the aggregate score that the candidate held before requalifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Fire Prevention Captain List.

3.4 PROMOTIONS AND SENIORITY

Promotion in the VFRS shall be based on eligibility and ability to perform the work required. In cases where two candidates are relatively equal in their aggregate scores, the more senior member will be ranked higher for the purpose of both promotion and acting assignments.

4 PROMOTION TO ASSISTANT CAPTAIN

4.1 ELIGIBILITY

Qualified under condition of Section 2

4.2 PROMOTION

Promotion to the position of Assistant Captain shall be based on the candidates ranking on the Assistant Captain List. The candidate with the highest ranking shall be entitled to the promotion.

4.3 RE-QUALIFYING

Those on the Assistant Captain List will re-qualify not less than every four (4) years. Personnel on the Assistant Captain List may re-qualify more frequently than every four (4) years for the purpose of improving their aggregate scores. When re-qualifying, if the candidate receives a lower aggregate score in the requalifying routine than the aggregate score that the candidate held before requalifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Assistant Captain List.

4.4 PROMOTIONS AND SENIORITY

Promotion in the VFRS shall be based on eligibility and ability to perform the work required. In cases where two candidates are relatively equal in their aggregate scores, the more senior member will be ranked higher for the purpose of both promotion and acting assignments.

5. PROMOTION TO CAPTAIN

5.1 ELIGIBILITY

Qualified under condition of Section 4.

5.2 PROMOTION

Promotion to the position of Captain shall be based on the candidates ranking on the Captain List. The candidate with the highest ranking shall be entitled to the promotion.

5.3 PROMOTIONS AND SENIORITY

Promotion in the VFRS shall be based on eligibility and ability to perform the work required. Assistant Captains shall be ranked on the Captain List by the date that they were promoted to Assistant Captain. In cases where two or more candidates were promoted to the rank of Assistant Captain on the same date, their ranking on the Assistant Captain List will determine their ranking on the Captain List, with the candidates with the higher ranking on the Assistant Captain List being ranked higher on the Captain List.

6. DIVISIONAL TRANSFER

If a member transfers from the Operations 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 Operations 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 Operations 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) Promotion to the position of Platoon Chief shall be based on the candidates ranking on the Platoon Chief List. The candidate with the highest ranking in accordance with the aggregate scores from the Fire Chiefs assessment process, under the guidance of the Examination Board, shall be entitled to the promotion.
- (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 entitled to acting assignments on the basis of his/her position on the Platoon Chief List.

7.3 PROMOTIONS AND SENIORITY

Promotion in the VFRS shall be based on eligibility and ability to perform the work required. In cases where two candidates are relatively equal in their aggregate scores, the more senior member will be ranked higher for the purpose of both promotion and acting assignments.

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 shall 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) Promotion to the position of Chief Training Officer shall be based on the candidates ranking on the Chief Training Officer List. The candidate with the highest ranking in accordance with their aggregate scores from the Fire Chiefs assessment process, under the guidance of the Examination Board, shall be entitled to the promotion.
- (b) An executive committee member of the Vaughan Professional Fire Fighters Association may be present as a non-participating observer, subject to candidate's agreement.

9.3 PROMOTIONS AND SENIORITY

Promotion in the VFRRS shall be based on eligibility and ability to perform the work required. In cases where two candidates are relatively equal in their aggregate scores, the more senior member will be ranked higher for the purpose of both promotion and acting assignments.

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 PROMOTIONS

- (a) Promotion to the position of Chief Fire Prevention Officer shall be based on the candidates ranking on the Chief Fire Prevention Officer List. The candidate with the highest ranking in accordance with the aggregate scores from the Fire Chiefs assessment process, under the guidance of the Examination Board, shall be entitled to the promotion.
- (b) An executive committee member of the Vaughan Professional Fire Fighters Association may be present as a non-participating observer, subject to candidate's agreement.

10.3 PROMOTIONS AND SENIORITY

Promotion in the VFRRS shall be based on eligibility and ability to perform the work required. In cases where two candidates are relatively equal in their aggregates scores, the more senior member will be ranked higher for the purpose of promotion.

LETTER OF UNDERSTANDING – ONE TIME PROCESS TO DETERMINE RANKING ON THE CAPTAIN LIST

The Assistant Captains on the Captain List (Schedule B, Section 5) as of January 1st, 2008 shall be required to participate in an examination process to determine their ranking on the Captain List for future promotions. The examination process shall be conducted by the Examination Board as directed by the Fire Chief. The Examination Board shall be composed of the Deputy Fire Chief – Operations, the Chief Training Officer, and four Platoon Chiefs.

The Examination process shall consist of:

- a) a number of tactical exercises on paper
- b) an oral examination
- c) an evaluation

The Assistant Captains will be scored on their performance and ranked on the Captain List according to their score.

This assessment process is solely for the purpose of ranking the current Assistant Captains on the Captain List. Following the completion of this process in 2008, all appointments will be in accordance with Schedule B, Section 5.

Without prejudice, for the purpose of this one time examination process, an executive committee member of the Vaughan Professional Fire Fighters Association, who has obtained the rank of Captain, may be present as a non-participating observer, subject to the candidate's agreement.

LETTER OF UNDERSTANDING – 2008 QUALIFYING ROUTINES

Despite the fact that there will be two qualifying routines in 2008, eligible candidates may only participate in the qualifying routine once in 2008. Therefore, candidates who participated in the April, 2008 Qualifying Routine are ineligible to participate in the October, 2008 Qualifying Routine.

LETTER OF UNDERSTANDING - CONDITIONS FOR PROMOTION

Promotion shall be conditional on the candidate having the ability to perform the essential duties of the rank at the time of promotion.

LETTER OF UNDERSTANDING –

**RELATIVE SENIORITY AND ADDED
MARKS FOR EXPERIENCES AS AN
ACTING OFFICER**

1. For the purposes of Schedule B, Article 2.9(b)(i), the term “relatively equal in their aggregate scores” shall mean within 3%. When the Assistant Captain List and the Fire Prevention Captain List for the year are being prepared, all personnel on the Assistant Captain List or the Fire Prevention Captain List shall be listed by their aggregate scores from the Qualifying process, expressed as a final percentage mark, and amended by inclusion of additional marks awarded for experience as an acting officer (see Section 2 of this letter of understanding). Personnel on the respective lists are then grouped according to 3% aggregate score increments. Aggregate scores are rounded to the nearest whole number for the purposes of ranking. The incremental aggregate score groups are:

75 – 77
78 – 80
81 – 83
84 – 86
87 – 89
90 – 92
93 – 95
96 – 98
99 – 100

Within each incremental aggregate score grouping, the personnel shall be ranked according to their seniority within the VFRS.

The final list will reflect the rankings within each grouping with the highest grouping being at the top of the list.

2. On January 1st of each year when the Assistant Captain List and the Fire Prevention Captain List is prepared for the year, each person on the respective lists shall receive added marks for their experience as an acting officer. For each completed calendar year that the candidate has been on the Assistant Captain List or the Fire Prevention Captain List, the candidate shall receive an added mark of 0.75 percent to a maximum of 6 added percentage marks for 8 years on the Assistant Captain List or the Fire Prevention Captain List.

Added marks for acting officer experience are used only for determining ranking on the Assistant Captain List or the Fire Prevention Captain List and are not awarded during the qualifying process under Schedule B, Section 2.

When assessing eligible experience as an acting officer, such time must be continuous, except that, when there is a broken service of two calendar years or less, the acting officer experience shall be considered to be continuous, minus the period of broken service. When the broken service period is greater than two calendar years, acting officers experience shall be determined to be the current time on the Assistant Captain List or the Fire Prevention Captain List since the broken service period. For the purpose of this paragraph, broken

service means the time when the candidate is not on the Assistant Captain List or the Fire Prevention Captain List after having been on the List, having left the List, and subsequently returning to the List.

LETTER OF UNDERSTANDING – OPERATIONAL DEPLOYMENT AND USE OF ASSISTANT CAPTAINS AND ACTING CAPTAINS

1. Deployment of Assistant Captains

The Assistant Captain on each platoon who ranks higher on the Captain List shall be assigned to Station 7-2. The other Assistant Captain on each platoon shall be assigned to Station 7-1.

Except as noted elsewhere in this letter of understanding, the Assistant Captain at Station 7-2 shall be the first to be assigned roles as Acting Captain when vacancies occur, and the Assistant Captain at Station 7-1 will be the second to be assigned Acting Captain roles on the platoon when vacancies occur. However, the Assistant Captain in Station 7-2 will always replace the Captain at Station 7-2 when that position is vacant, and the Assistant Captain at Station 7-1 will always replace the Captain at Station 7-1 when that position is vacant, except when the Assistant Captain has been assigned to a particular fire station to cover the extraordinary long-term absence of a Captain.

2. Deployment of Personnel on the Assistant Captain List

On each platoon:

- a. The Acting Captain ranking highest on the Assistant Captain List shall be assigned to Station 7-2.
- b. The Acting Captain ranking second highest on the Assistant Captain List shall be assigned to Station 7-1.
- c. The Acting Captain with the most appropriate qualifications for hazardous material response, who is not the first or second ranked Acting Captain, shall be assigned to Station 7-3.
- d. The Acting Captain with the most appropriate qualifications for technical rescue response, who is not the first or second ranked Acting Captain, shall be assigned to Station 7-5.
- e. The next highest ranking Acting Captain on the Assistant Captain List shall be assigned to Station 7-2.
- f. The next highest ranking Acting Captain on the Assistant Captain List shall be assigned to Station 7-1.
- g. All other Acting Captains on the platoon list of Acting Captains shall be assigned to stations with optimal operational efficiency being the priority consideration.

3. Appointments as Acting Captains

Appointments as Acting Captains shall be in accordance with the rankings on the Captain List and the Assistant Captain List respectively, except that when a short term vacancy occurs in Station 7-3 or Station 7-5, that vacancy will be filled by the Acting Captain assigned to Station 7-3 or Station 7-5 respectively. The Acting Captains assigned to Station 7-3 and Station 7-5 shall not be assigned short term Acting Captain positions in other stations if there are other Acting Captains available to fill those positions.

4. Short Term Vacancies

Short term vacancies shall be considered to be a shift or combination of shifts that is less than a complete tour of duty.

5. Exigencies

Last minute changes to the planned daily schedule affecting Acting Captain appointments shall be accommodated at the discretion of the Platoon Chief with operational considerations taking a priority over considerations related to rankings on the Captain List and Assistant Captain List.

6. Scheduled Review

Prior to the creation of the 2010 Assistant Captain List, the parties will meet to review the deployment and appointment of Acting Captains under the terms of this Letter of Understanding. The purpose of the review will be to determine if operational needs of the VFRS and the interests of the personnel on the Assistant Captain List are being met.

LETTER OF INTENT

Cali-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.

LETTER OF UNDERSTANDING

The fitness of a firefighter is of benefit to the individual firefighter, to his or her fellow firefighters, to the VFRS, and to the Corporation. The parties therefore agree to promptly establish a joint committee, consisting of three persons appointed by the VFRS and three persons appointed by the Union, to consider ways of promoting fitness among firefighters. The committee will meet regularly and examine:

- 1) The methods of encouraging each firefighter to maintain or enhance his/her fitness level;
- 2) The value of periodic fitness testing as a means of encouraging fitness;
- 3) An assessment of differing fitness tests;
- 4) The way that fitness is currently being rewarded by the Corporation and how the Corporation might reward those firefighters who maintain fitness; and,
- 5) Any other matters which, in the opinion of the committee, may assist in promoting a culture of fitness.

The committee is to report to the parties by October 1, 2006.

LETTER OF INTENT – MODIFIED WORK PROGRAM

It is understood that the current policies and practices to provide an early and safe return of employees to productive employment will remain in effect.

The parties hereby agree that during the term of the collective agreement a joint committee will be established to provide meaningful input into the Modified Work Program. The Committee will consist of two management representatives and two representatives of the VPFPA.

The Joint Committee will meet on a bi-monthly basis, for the first year following ratification of this collective agreement, for the purpose of submitting recommendations to the Fire Chief and the Director of Human Resources.

LETTER OF UNDERSTANDING – DETERMINING SENIORITY IN THE BARGAINING UNIT

Effective January 1, 2004, in the event of more than one employee starting employment on the same date, the order of seniority will be based on the date and time-stamped issuance of the offer of employment letter.

All employees who commenced employment prior to January 1, 2004, will remain on the seniority list in the order that has been determined and published prior to January 1, 2004.

LETTER OF UNDERSTANDING

In the interest of the continued integrity of the classification upgrade examination routines, the Corporation and the Association agree that an Association Observer will be in attendance at written and practical examinations.

In December, the Association President will determine the individual(s) who will be authorized to act as Association Observer for the following calendar year and notify the Fire Chief in writing, no later than January 1st. It is understood that the Association Observer will be, at a minimum, a 1st Class Firefighter and a member of the VPPFA Executive Committee.

The parties agree that the duties of the Association Observer will be:

- To passively observe the examination process
- Immediately after the examination, to report to the Officer in Charge in the event that there is a concern about the examination process
- At the conclusion of the activities of the day, to file a written statement, reporting specifically on the activities of the day, with the Fire Chief and the Association President
- Within seven (7) days of the conclusion of the examination days for the classification level, to file a written statement, specific to the series of examination days with the Fire Chief and the Association President.

In the event that the Association Observer is not in attendance, it is understood that the examination process will proceed based on the established schedule.

The attendance of the Association Observer will be at no cost to the Corporation.

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