

**1999-2000 COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF BRAMPTON**

**and**

**THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1068, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**January 1, 1999 - December 31, 2000**

RECEIVED  
SEP 29 2000

**THE CORPORATION OF THE CITY OF BRAMPTON  
-AND-  
THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1068 I.A.F.F.**

**COLLECTIVE AGREEMENT INDEX**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Accident and Sickness	12	8
Arbitration	29	26
Acting Rank	22	18
Benefits	12	8
	16	10
Benefit During Lay-off	10.03	7
Bereavement Leave	18	12
Callback	5	4
Change of Shift	4	4
Credit Union Deductions	26.05	24
Discharge or Discipline	27	24
Dues	2	2
Duration	30	26
Employment Status	7	5
Equipment and Uniforms	20	14
General Grievance	28.03	25
Grievance Procedure	28	24
Group Grievance	28.02	25
Health and Safety	6	5
Hepatitis B Vaccination	16.04	11
Hiring Age	21.07	18
Hospital, Medical & Insurance Coverage	16	10
Hours of Work	4	4
Job Transfers	11	7
Layoff & Recall	7.04 & 10	5 & 7
Leave of Absence	19	13
Legal expenses	25	19
Management Rights	3	3
Overtime	5	4
Paid Holidays	15	9
Pay Dates	26.02	24
Pensions	17	12
Probation Period	2	2
Promotions	21	15
Recall	10	7
Recognition	2	2
Replacement	9	6
Retirement Benefits	16.03	11
Retirement Date	17.03	12

continued...

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Safety	6	5
Salaries	26	20
Scope of Agreement	1	1
Service Recognition	24	19
Shift Changes	4	4
Sick Leave	12	2
Special Allowances	23	19
Statutory Holidays	15	9
Technological change	8	6
Testing - Fitness	3	3
Testing - Promotion	21	15
Transfers	11	7
Uniforms	20	14
Union Leave	19	13
Vacancy Replacement	9	6
Vacation	14	9
Volunteers	7	5
Workplace Safety & Insurance	13	8

Memorandums of Agreement

#1 <b>Fire</b> Communications Centre Operation.....	28
#2 Exclusions to the Bargaining Unit.....	33

Letters Of Understanding

#1 Employee's Share of E.I.I. Premium Rebate .....	35
#2 Maternity Leave And Parental Leave .....	36
#3 Establishment of Position of Assistant To the Director in <i>Non Fire</i> Fighting Divisions .....	38
#4 Uniforms and Equipment .....	39
#5 Automatic Aid / Automatic Dispatch System .....	43
#6 Ambulance Service .....	45
#7 Benefit Education Committee .....	46
#8 Acting Rank .....	47
Mediation/Arbitration Award... ..	48

EXPIRY: December 31, 2000

**THIS AGREEMENT**

made this 21<sup>st</sup> day of September, 2000

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON  
(Hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1068, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
(Hereinafter called the "Employee")

OF THE SECOND PART

**PURPOSE:**

The purpose of this Agreement is to establish a mutually satisfactory relationship between the Employer and Employees concerned; and to provide machinery for the prompt and equitable disposition of grievance; 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:

**ARTICLE I - SCOPE**

- 1.01 The Corporation recognizes the Association as the exclusive bargaining agent for all full time Fire Fighters and Communication Operators, Communications Technician(s), Assistant Director of Communications/Communications Administration Clerical Support, Mechanical Division personnel, Training Division personnel, Fire Prevention and Community Relations personnel of the Brampton Fire & Emergency Services, with the exception of the Fire Chief, the Deputy Fire Chief, the Assistant Deputy Chief, the Platoon Chief, the Director of Fire Prevention, the Director of Training, the Director of Communications, the Director of Community Relations, the Director of Apparatus & Maintenance, the Manager of Fire Communications, the Assistant Manager Dispatch Services, and the clerical/secretarial staff. This agreement shall be applicable to all such employees. The term "Employee", as used herein, shall refer and apply to all such employees.

- 1.02 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine gender in all situations where they would so apply.
- 1.03 The words "Department" or "Fire Department" used in this Agreement, shall mean the City of Brampton Fire and Emergency Services.
- 1.04 Where the words "Fire Chief or designate" are used in this agreement, the "designate" shall be drawn from the non-union managerial staff of the Brampton Fire and Emergency Services. Where the managerial function in question involves a particular division of the Brampton Fire and Emergency Services, the "designate" will be drawn from the appropriate or affected Division of Brampton Fire and Emergency Services. The Deputy Chief can be the "designate" for any Division.

**ARTICLE II - PROBATION PERIOD, RECOGNITION AND ASSOCIATION DUES**

- 2.01 The period of probation for new employees shall be nine (9) months from the date of hiring, provided the employee successfully completes all examination and tests that encompass the probation period.
- In special circumstances, the probation period may be extended for a further three (3) months. During the probationary period, to include any extension which may be granted, the employment of such probationary employee may be terminated, subject to the provisions under the Fire Protection and Prevention Act.
- 2.02 All employees of Brampton Fire and Emergency Services, who are now members of the said Association, shall remain members of the said Association in good standing as a condition of continued employment, and all new employees shall become members of the said Association on the completion of the Introductory Training Program and shall continue their membership in good standing in the said Association as a condition of continued employment.
- 2.03 The employer shall collect Association dues from each employee
- a) by deduction from payroll each pay day in such sums as the Association may establish from time to time; deductions in respect of new employees will commence on receipt by the employer of a signed authorization from such new employee effective as and from the completion of his Introductory Training Program all such sums deducted pursuant to this Article, for Association dues, shall be remitted by the employer to the Association's general account after each pay period to be paid within one week thereafter.
- b) After each pay period a list of all employees, from whose pay deductions have been made, shall be sent to the Treasurer of the Association.
- c) The Association shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.
- 2.04 There shall be no discrimination or intimidation against any employee because of the employee's membership in the Association, or by virtue of his holding office in the Association.

**ARTICLE III - MANAGEMENT RIGHTS**

- 3.01 a) The Association recognizes that it is the sole right of the Corporation to manage all normal Brampton Fire and Emergency Services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its employees for just cause. A claim of discriminatory promotion, demotion, or transfer, or a claim that any employee has been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided herein. Any employee who is to be suspended, discharged or demoted by the Fire Chief or Deputy Fire Chief, shall be afforded the right to be accompanied by an Executive Member of Local 1068. The Corporation agrees that the above functions shall only be exercised in a manner consistent with the provisions of this Agreement.
- b) i) The Corporation shall withdraw disciplinary records from a member's file after two (2) years of discipline free service.
- ii) Notwithstanding 3.01 b) i), the Corporation shall withdraw suspension records from a member's file after five (5) years of suspension free service.
- 3.02 The Corporation shall establish a physical fitness testing program for employees in the Fire Fighting Division appropriate to his/her gender and age as outlined below.
- 1) Commencing in 1989, all recruits for the Fire Fighting Division must pass a fitness test based on the Canadian Standardized Test of Fitness (C.S.T.F.) and achieve a 70 percentile level.
  - 2) Commencing in 1990, all 4th Class Fire Fighters must pass the same test as part of their classification test to 3rd Class.
  - 3) Commencing in 1991, all 3rd Class Fire Fighters must pass the same test as part of the classification test to 2nd Class.
  - 4) Commencing in 1992, all 2nd Class Fire Fighters must pass the same test as part of their classification test to 1st Class.
  - 5) In the event a Fire Fighter fails to pass the fitness test, the Fire Fighter will be re-tested in 3 months time, The physical fitness appraiser will provide the Fire Fighter with a fitness program to assist him/her in passing the re-testing.
  - 6) In the event a Fire Fighter fails to pass the fitness re-testing, he/she will be tested by an independent testing agency (i.e. York University), and the results forwarded to the Fire Chief or designate. Brampton Fire & Emergency Services shall pay for this test.
  - 7) In the event a Fire Fighter fails the fitness test by such agency, he/she shall be subject to termination at the discretion of the Fire Chief or designate after consultation with Association representatives.
  - 8) Commencing in 1997, all 1st Class Fire Fighters that were hired in 1989 and thereafter must pass the Canadian Standardized Test of Fitness (C.S.T.F.) and achieve a 65 percentile level as part of their promotional qualification to rank of Captain. Members on the Eligibility List prior to that time will remain on the list.
  - 9) Notwithstanding the above, all members of the Fire Fighting Division will be tested annually using the C.S.T.F., unless exempted for medical reason!; by their Doctor in writing. Results of the testing will ONLY be used to make the employee aware of his/her physical condition.
  - 10) This article will be subject to review by both parties at anytime.

**ARTICLE IV - HOURS OF WORK**

- 4.01 a) Fire Fighters shall be required to work a forty-two (42) hour week on the average, consisting of a ten (10) hour day, and a fourteen (14) hour night, based on a two (2) platoon system on a four (4) week schedule.
- b) Communication Operators shall be required to work a forty-two (42) hour week on average, consisting of twelve (12) hour day shifts and twelve (12) hours night shifts, based on a two (2) platoon system on a four (4) week schedule.
- 4.02 All employees not covered by Clause 4.01 shall be required to work a forty (40) hour week. Lunch will be taken during the working period.
- 4.03 It is understood that nothing in the above will prevent the Fire Chief or designate from changing any employee from one shift to another, or his day off, with seventy-two (72) hours advance notice.
- 4.04 It is further understood that nothing in the above schedule of hours will prevent the Officers in charge of the shifts involved granting the request of any two (2) employees to change shifts or days Off.

**ARTICLE V - OVERTIME**

- 5.01 a) **OVERTIME DUTY FOR OTHER THAN "CALLBACK" SITUATIONS**  
An employee who is requested by an Officer in charge to continue on duty after the completion of his regular shift or to commence duty prior to and extending into the starting time of his regular shift will be compensated at time and one half (1-1/2) the employee's regular rate of pay for the additional time worked.
- The Fire Chief or designate may, at his discretion, allow time off regular working hours in lieu of overtime payment when requested by the employee. Such time shall be calculated at appropriate overtime rates.
- b) **"CALLBACK TO DUTY"** - Any employee who is called back to work, as defined in Section 43 (7) of the Fire Protection and Prevention Act, shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay for the additional time worked, with a minimum payment of three (3) hours at time and one half (1-1/2) the regular rate provided such work is required by a decision of the Officer in charge.
- 5.02 Payment of such overtime shall be payable bi-weekly.

**ARTICLE VI - HEALTH AND SAFETY**

- 6.01 A health and safety committee shall be organized within Brampton Fire and Emergency Services, consisting of management and Association personnel, to look into all aspects of health and safety within Brampton Fire and Emergency Services.
- 6.02 Association personnel on the Committee shall have registration and expenses paid to attend seminars, etc., relating to Occupational Health and Safety that are arranged or conducted by the Corporation. The approval for attendance at such function; shall be at the sole discretion of the Fire Chief or designate.
- 6.03 Each on-duty Fire Fighter and Fire Fighting Officer shall be issued with a fully functional P.A.S.S. device (N.F.P.A. 1982 compliant or better) to be used during his/her active hour of duty,

**ARTICLE VII - PRESERVATION OF EMPLOYMENT STATUS**

- 7.01 A Captain or acting Captain shall be in command of the following emergency vehicles: pumpers, rescue pumpers (squads), aerials, and tele-squirts.
- 7.02 Unless otherwise agreed between the parties hereto, no person outside the bargaining unit herein described shall perform the work customarily and regularly performed by the employees in the bargaining unit, except in the case of a natural or national emergency.
- 7.03 The Association agrees to the use of Volunteers at Stations seventeen (17), eighteen (18) and nineteen (19).
- 7.04 The Corporation agrees that there shall be no lay-off of full-time Fire Fighters as long as Volunteers are used by the Corporation.



### **ARTICLE VIII - TECHNOLOGICAL CHANGE**

8.01 At least 90 (ninety) 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 full information of the planned change or changes. Such prior notice shall contain relevant information respecting:

- (1) The nature and degree of the change.
- (2) The date or dates on which the Corporation plans to effect the change.
- (3) The location or locations involved.

As soon as reasonably practicable, after the foregoing notice has been given, the Corporation will make disclosure to the Association to the effects of the change or changes on each classification of Employees.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultations 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 the parties have met in consultation by the parties following the disclosure, either party may submit any outstanding issue to a board of arbitration which shall be constituted pursuant to the Act. The arbitration board shall have full remedial power 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 change in mechanization until either the parties have reached agreement through negotiation or the Board of Arbitration constituted hereunder has issued its award.

### **ARTICLE IX - VACANCY REPLACEMENT**

9.01 No vacancy in the Brampton Fire and Emergency Services that becomes vacant due to resignation, retirement, death or dismissal of an employee shall be left unfilled for a period in excess of ninety (90) days, except as agreed between the parties.

9.02 While recognizing the right of management to develop job descriptions and qualifications and implement job postings, the Association shall be notified of any significant changes to previously utilized job postings and descriptions. Such notification shall take place within a reasonable amount of time prior to the posting of said changes in order to consult with the Association. This shall also include all newly created or proposed positions within the bargaining unit.

Consultation shall mean the process of information exchange and the Association's input will be considered prior to the finalization of job descriptions, qualifications and job postings.

**ARTICLE X - LAY-OFF AND RECALL**

- 10.01 **LAYOFF** - Should a lay-off or a consequent organizational demotion of an Employee or Employees be planned, it is recognized that, despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off. In the case of employees of officer rank, it will result in the last employee to be promoted to an officer rank, being the first to be demoted.
- 10.02 **RECALL** - In the event of a recall, employees shall be recalled in the inverse order of their lay-off. Officers shall be restored to their respective former officer ranks in the inverse order of their demotion from those ranks, when organizational needs so dictate.
- 10.03 **BENEFITS DURING LAYOFF** - In the event of a lay-off, the employer will continue to provide the benefits as specified in Article 16.0 of this Agreement for a period of three (3) months on the basis as provided in the said Article.

**ARTICLE XI - JOB TRANSFERS**

- 11.01 **JOB TRANSFERS** - Should an employee become unfit to perform the work customarily and regularly performed within his Division, the Fire Chief will attempt to place him in another Division within Brampton Fire and Emergency Services. A vacant job classification must exist before such consideration can be contemplated and the employee in question must have the necessary skill and ability to perform such vacant job classification. The decision of the Fire Chief, after consultation with the Association, will be final in this matter.
- 11.02 **JOB TRANSFER SALARY ADJUSTMENT** – An employee who transfers to another job classification, as per Clause 11.01 above, which is set at a lower salary level than the job classification from which he is transferring, shall revert to the 1<sup>st</sup> Class salary level of the classification from which he is transferring on date of transfer if his rank is higher. A 1<sup>st</sup> Class employee transferring to a lower paid job classification will maintain his 1<sup>st</sup> Class salary level on date of transfer. In both situations the 1<sup>st</sup> Class salary level being paid on the date of transfer shall be frozen and the person in question shall not receive any future salary increases until such time as the rate of pay in his new job classification exceeds that of his frozen 1<sup>st</sup> Class salary level.
- 11.03 Employees transferred from one Division to another within Brampton Fire and Emergency Services shall be on a trial basis for one (1) year.

**ARTICLE XII - SICK LEAVE PLAN**

- 12.01 All employees shall receive one and one-half (1-1/2) days per month sick leave with unlimited accumulation. The employee shall be paid an amount equal to his salary for one-half (1/2) the number of days standing to his credit to a maximum payment equivalent to one-half (1/2) his annual earnings if:
1. his employment is terminated after his fiftieth (50th) birthday;
  2. he is totally disabled or partially disabled to an extent that he is unable to be employed by Brampton Fire and Emergency Services in the opinion of the Corporation, after consultation with a physician specializing in the field of disability;
  3. he dies while an employee of the Corporation, his beneficiary, as designated in the Corporate Group Life Insurance Plan, shall be paid the amount stated above.

The Corporation reserves the right to require a Doctor's certificate as justification for payment of sick leave.

- 12.02 Should an employee's sick pay credits expire, other members of the Association shall be permitted to replace said employee for a period not to exceed two (2) years, subject to the agreement of Council.
- 12.03 The crediting of, or the loss of accumulated sick leave credits shall not be adversely affected where an employee is absent from work under the Workplace Safety and Insurance Act.
- 12.04 Where the Corporation requires an employee to obtain a doctor's certificate, the cost of which if any, shall be paid by the Corporation to the physician involved.

**ARTICLE XIII –WORKPLACE SAFETY & INSURANCE ACT**

- 13.01 All employees off duty as a result of accident or occupational illness incurred in or from the performance of their duties for the Municipality shall be paid the difference between their regular salary and the amount received from the Workplace Safety & Insurance Board, provided that this difference shall only be paid while the employee is in the employ of the Municipality.
- 13.02 Where any dispute arises relative to any employee's suffering from an alleged occupational illness or an accident occurring on duty, such dispute shall be adjudicated under the procedures and regulations of the Workplace Safety and Insurance Act.

**ARTICLE XIV - VACATION**

- 14.01 Employees with less than one (1) year continuous service and employed before June 30th of the current year, shall be entitled to one (1) day's vacation for each full calendar month of such continuous service to a maximum of two (2) complete shifts. These holidays to be taken prior to December 31st, or at the discretion of the Fire Chief or designate.
- 14.02 All Employees with less than five (5) years service as of June 30th, except as noted in Clause 14.01, shall be entitled to two (2) complete shifts off per year with full salary.
- 14.03 All Employees with five (5) years service and over as of June 30th shall be entitled to three (3) complete shifts off per year with full salary.
- 14.04 All Employees with fifteen (15) years service and over as of June 30th shall be entitled to four (4) complete shifts off per year with full salary.
- 14.05 All employees with twenty-five (25) years service and over as of June 30th shall be entitled to five (5) complete shifts off per year with full salary.
- 14.06 A complete shift will consist of a continuous tour of days, nights, or a combination thereof.
- 14.07 Vacation schedules shall be posted on or before the first day of January of each year, on a system agreed upon by the Fire Chief or designate and the Association. Employees must receive thirty (30) days notice of any change in the above mentioned schedule thereafter.
- 14.08 No vacation time shall be lost as a result of accident or illness of an employee, or, in special circumstances, an employee's spouse.

**ARTICLE XV - STATUTORY AND DECLARED HOLIDAYS**

- 15.01 In lieu of Statutory and Declared Holidays, all Fire Fighters and Communications Operators shall be required to take all such days of entitlement off without loss of pay.

All other employees shall work their normal schedule excluding Statutory Holidays without loss of pay.

Requests for lieu days will be granted and scheduled in such a manner so as not to affect the efficient operation of Brampton Fire and Emergency Services. Up to two (2) lieu days may be carried over to the following year but not beyond March 31st of that year.

- 15.02 Statutory Holidays shall be defined as:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	1/2 day before Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	1/2 day before New Year's Day

and all holidays proclaimed by the City of Brampton

**ARTICLE XVI - HOSPITAL, MEDICAL AND INSURANCE COVERAGE**

- 16.01 The Corporation agrees to provide the benefits and pay one hundred percent (100%) of the premiums of the following coverage, consistent with the Rules and Regulations of the various plans:
- (a) Ontario Health Insurance Plan
  - (b) The current major medical plan (including Global Medical Assistance)
  - (c) Effective January 1, 1993 and subsequently life insurance in the amount of two (2) times the employee's current salary to the next highest one thousand dollars (\$1,000.00), and a total of four (4) times the employee's current salary to the next highest one thousand dollars (\$1,000) for accidental death.
  - (d) A dental plan equivalent to the Blue Cross #9 Comprehensive Dental Plan, including space maintainers, Pit and Fissure Sealant and Rider #2 (50/50 co-insurance), and Rider #3 (50/50 Co-insurance), (\$2,000.00 maximum), and Major Restorative (50/50 co-insurance with \$1,500 per person annual limit). The O.D.A. Fee Schedule which shall be automatically updated by the Corporation once every two (2) years on July 1st to provide the current O.D.A. Fee Schedule, e.g.
    - July 1, 1997 - 1997 O.D.A. Fee Schedule
    - July 1, 1999 - 1999 O.D.A. Fee Schedule
    - July 1, 2001 - 2001 O.D.A. Fee Schedule
  - (e) Vision Care Plan - Equivalent to the Blue Cross Vision Plan - 200/24 - effective - August 1, 1992
  - (f) Prescription Drug Plan - .35 cents per Prescription Plan.
- 16.02
- (a) In the event of the retirement or death of an employee, all benefits under Articles 20.02 and 24.02 shall be paid up to and including the last month of service on a pro-rated basis.
  - (b) In the event of a death of an employee while off duty, the Corporation shall provide benefit coverage for the deceased employee's spouse and dependants as provided in Article 16.01, excluding 16.01(c), for three (3) months following the date of death.
  - (c) At the conclusion of the three (3) months period referred to above in clause 16.02(b), the deceased employee's spouse may continue to pay for the benefits specified through the Corporation up to their sixtieth (60th) birthday.
 

The spouse may cancel any one of the benefits, as time passes, but once cancelled, the benefit cannot be re-instated.

The spouse will be required to provide premium payments in advance on a quarterly basis. Failure to pay the premiums on time will result in permanent cancellation of the plan coverage.

These plan participants will be transferred to the separate Corporate Group which has been set up for Early Retirees.

Four post dated cheques may be provided to the Corporation's Human Resources office at the beginning of each calendar year to cover such quarterly payments.

16.02 **HOSPITAL, MEDICAL AND INSURANCE COVERAGE** (cont'd)

- 16.02 (d) This benefit will become effective January 01, 1993.  
In the event of the accidental death of an employee while in the course of his duties for the Corporation, the Corporation shall provide benefit coverage for the deceased employee's spouse and dependants as provided in Article 16.03(b) for early retirees for a period of three (3) years. At the conclusion of the three (3) years, referred to in this clause, the deceased employee's spouse may continue to pay for such benefits up to their sixtieth (60th) birthday as provided for in Article 16.02(c) above.
- 16.03(a) For employees retiring prior to January 1, 1987, the Corporation agrees to provide and pay one hundred percent (100%) of the cost of premiums of the following coverage, consistent with the rules and regulations of the following plans on behalf of those employees who retire between the ages of sixty (60) and sixty-five (65). Such benefit coverage will cease at the end of the month in which such pensioner reaches age 65.
- i) Ontario Health Insurance Plan
  - ii) The current Major Medical Plan
- (b) For employees retiring after January 1, 1987, the Corporation agrees to provide and pay one hundred percent (100%) of the cost of premiums of the following coverage, consistent with the rules and regulations of the following plans for those employees retiring at the mandatory retirement age or under the 85 or 90 factor of OMERS or after 30 years of service under OMERS Supplementary Type III until such employee becomes sixty five (65) years of age or has been in receipt of benefits under this provision for a period of ten (10) years, whichever first occurs:
- i) Ontario Health Insurance Plan
  - ii) The current Major Medical Plan (including Global Medical Assistance)
  - iii) The Dental Plan described in clause 16.01(d) above.
  - iv) Prescription Drug Plan - .35 per Prescription Drug Plan - Effective October 1, 1989.
  - v) Vision Care Plan - Equivalent to the Blue Cross Vision Plan - Effective August 1, 1992 - 200/24. This new coverage under this article shall also apply to all retired employees under article 16.03(b).
- 16.04 **HEPATITIS "B" VACCINATION**  
The Corporation will make available to all employees of Brampton Fire and Emergency Services, at no cost to the employee, vaccination against Hepatitis "B".

**ARTICLE XVII - PENSIONS**

- 17.01 The Corporation shall provide, in accordance with OMERS Regulations, Basic OMERS plus the Type 3 Supplementary benefits for each employee. These benefits include:
- i) an unreduced early retirement pension for members who retire within ten (10) years of normal retirement age and have completed thirty (30) or more credited years of service.
  - ii) an unreduced early retirement pension for members who retire within ten (10) years of normal retirement age because of permanent partial disability as determined by the Corporation.
- 17.02 Average salary will include salaries, service pay and pay for acting rank.
- 17.03 Employees shall retire on the last day of the month in which the employee attains his/her sixtieth (60th) birthday.

**ARTICLE XVIII - BEREAVEMENT LEAVE**

- 18.01 a) When a death occurs in the employee's; or spouse's immediate family, such employee shall be granted the balance of his shift off, with pay, if notified of such death while on duty and up to three (3) additional days off duty without loss of pay, to include the day of the funeral. If the time period between the date of death and the day of the funeral has less than three (3) duty days, then the employee in question shall only receive pay for those duty days up to and including the day of the funeral.
- The immediate family shall consist of:
- Spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, or persons standing Loco Parentis.
- (b) An employee will be allowed one duty day off, with pay, for the purpose of attending on the day of the funeral of his brother-in-law, sister-in-law, son-in-law and daughter-in-law.

**ARTICLE XIX - UNION LEAVE**

- 19.01 Executive members of the Brampton Professional Fire Fighters Association or affiliated body shall be granted such leave of absence as may be necessary to perform the duties of office with pay. Leave will be contingent on replacement of equal rank and function at the expense of the Association. In the event that it is not possible to replace both rank and function, the Fire Chief or designate will determine whether a proposed replacement is acceptable. In such circumstances, no additional pay in the form of differentials or otherwise shall be provided by the Corporation.
- 19.02 a) Leave of absence without loss of pay shall be granted to all members of the bargaining and grievance committees required for the administration and negotiation of the Collective Agreement.
- b)i) The Association shall appoint a Negotiation Committee of five (5) Members
- ii) Should the Negotiation Committee membership assigned to a single platoon number more than two (2), those members shall be replaced by the Association. The Corporation shall credit the Association with the corresponding amount of time to be used for Association business excluding the provisions of Article 12.02 unless both parties agree that there are exceptional or extenuating circumstances.
- c) The Association shall appoint a Grievance Committee of three (3) members.
- 19.03 Leave of absence without pay will be considered at the discretion of the Fire Chief.



**ARTICLE XX - EQUIPMENT AND UNIFORMS**

20.01 Each non-probationary employee shall be supplied with the following if a completed uniform order form is submitted prior to October 1st of the previous year:

- a) One (1) parka every three (3) years. All Fire Fighting officers and staff employees shall receive one parka every year.
- b) Three (3) shirts every year, plus an extra three (3) shirts for Fire Fighting officers, staff employees and communication operators.
- c) All Fire Fighting officers, staff employees and communication operators shall receive one (1) uniform per year consisting of one (1) tunic and three (3) pair of trousers or skirts/slacks. Where female communication operators select skirts in lieu of slacks, they shall be of regulation length, as determined by the Fire Chief. All other male employees shall receive one (1) dress tunic and three (3) pairs of trousers every three (3) years.
- d) One (1) uniform hat every two (2) years.
- e) One (1) necktie every year.
- f) Two (2) permanent press, washable fatigue uniforms in standardized blue, consisting of trousers and shirts every year.
- g) One (1) pair of black dress shoes (Florsheim or equivalent quality) every year, or other items of uniform in lieu thereof as required.

Each probationary employee shall be supplied with fatigue uniforms in accordance with section (f).

The above sections a) and c) outline the normal expectations of need, subject to modifications as appropriate at the discretion of the Fire Chief.

Date of issue shall be no later than September 1st of each and every year,

The benefits in this clause shall be pro-rated for new employees for each complete month of employment.

20.02 All Brampton Fire and Emergency Services employees shall be allotted an annual cleaning allowance of \$125.00.

20.03 Fire Fighting clothing, shoes and other gear designed and constructed to meet the standards of the appropriate Provincial legislation shall be provided and replaced as deemed necessary by the Fire Chief or designate.

**ARTICLE XXI - PROMOTIONS**

- 21.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Fire Chief, with consideration given to the guidelines set out in this article.
- 21.02 a) Every employee shall commence employment as a Fourth Class of his classification and advance one classification, up to and including First Class, each twelve (12) months on his anniversary date of employment, by successfully completing examinations and tests set for the purpose.
- b) An employee who fails to successfully complete examinations for advancement cannot be advanced for a further six (6) months.
- c) The employment of an employee who fails to successfully complete examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.
- d) Successful completion of examinations for advancement shall mean attainment of an overall average of seventy percent (70%).

**21.03 OFFICERS - FIRE FIGHTING DIVISION**

- a) In order to qualify to write the promotional exams for Officer ranks in the Fire Fighting Division, a candidate must:
- (1) have served a minimum of five (5) years in the classification immediately below that applied for;
  - (2) have served at least *two* (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
- b) In order to qualify for promotion to or from Officer ranks in the Fire Fighting Division, a candidate must:
- (1) have served at least twelve (12) months on the eligibility list of the position applied for;
  - (2) successfully completed examinations and tests set for the purpose of establishing promotion;
  - (3) have successfully completed the Officer's Development Course established by a joint Corporation/Association Committee;
- c) December 31<sup>st</sup> of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.
- d) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 21.03(l) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 21.03 (m).
- e) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 21.03(l) to a maximum of six percent (6%), provided the candidate has met the qualifications as set out in 21.03 (m).
- f) Appointments to permanent Officer rank within the Fire Fighting Division shall be made from an eligibility list established in accordance with marks under clause 21.03 (d)(e) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted in all stations.
- g) Candidates who do not meet the qualifications as set out in 21.03 (m) shall be added to the acting list, below those on the eligibility list, in accordance with the final mark under 21.03 (l) but will not be eligible for promotion.

**OFFICERS - FIRE FIGHTING DIVISION (con't)**

- h) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Officer in the Fire Fighting Division, and there are no qualified candidates available, as set out in Article 21.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 21.03.
- i) An Officer within the Fire Fighting Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Officer rank within the Fire Fighting Division should a subsequent need arise.
- j) Should a permanent Officer rank position be available, and the member occupying the top position on the eligibility list has not met the requirements set out in 21.03 (b)(1), he/she shall not be promoted at that time. The next member on the list, who does meet all of the requirements of 21.03 (b), shall be promoted to the available position. The member that was passed over for promotion shall remain at the top of the list, in perpetuity, until they meet the requirements of 21.03 (b), whereupon he/she will be promoted to the next available position.
- k) The examinations and tests referred to in 21.03 (b) (2):
  - (1) shall consist of three elements, those being written, oral and practical.
  - (2) be developed by the promotional committee formed to administer said examinations and tests but no individual element shall be weighted in such a way that it constitutes more than forty percent (40%) of the base mark.
  - (3) shall have the marks in each element totaled to achieve a base mark.
- l) A mean average mark target of eighty-five percent (85%) has been established. All the base marks achieved by the candidates, in any given promotional process, shall be averaged and the number eighty-five (85) shall be divided by the average to set the mean average factor. All base marks shall then be multiplied by the mean average factor to determine the final marks. This mean averaging formula shall be applied to all Acting Captain and Acting District Chief processes prior to December 31, 1999. All passing marks retained from those processes shall be adjusted accordingly.
- m) Successful completion of examinations shall mean attainment of a mean average adjusted final mark of seventy percent 70%.
- n) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 23.01 (l) to receive any additional bonus marks under 21.03(d) and (e), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 21.03(l) he/she will receive additional bonus marks under 21.03(d) and (e) to a maximum of ten (10) total bonus marks. All Acting Captain candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 1997. All Acting District Chief candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 1999.
- o) The eligibility list shall be ranked in groups of four (4). Each platoon shall be represented once in each group. Successive groups shall have the shifts, within that group, ranked in the same order as the first group and the members on the list shall be re-assigned, where necessary, to establish the list in accordance with the proper order.
- p) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 21.03 (d)(e).

**OFFICERS - FIRE FIGHTING DIVISION (con't)**

- q) All vacancies within the Officer's ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 21.03 (b).

**21.04 OFFICERS - NON FIRE FIGHTING DIVISIONS**

- a) In order to qualify for promotion to Assistant Director or Acting Director in any division, other than Fire Fighting, a candidate must:
- 1) have served a minimum of three (3) years in the classification immediately below that applied for;
  - 2) have served at least two (2) years of the three (3) years referred to in (a)(1) in the division that the examinations are intended for immediately prior to the examinations;
  - 3) successfully completed examinations set for the purpose;
  - 4) have attained a satisfactory Promotional Performance Evaluation based on criteria established by the Promotional Board;
  - 5) December 31<sup>st</sup> of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.
- b) For each full year of service in the rank immediately below that applied for, excluding the first three (3) years, an additional two percent (2%) will be added to the final mark to a maximum of ten percent (10%) provided each employee has met the qualifications as set out in Article 21.05 (a).
- c) Appointments to permanent Assistant Director or Acting Director rank within any Division other than Fire Fighting, shall be made from an eligibility list established in accordance with the total average marks under Article 21.04 (b) and 21.05 (a). The eligibility list shall be posted in the respective Divisions.
- d) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Assistant Director or Acting Director in the Division, and there are no qualified candidates available, as set out in Article 21.04, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 21.04.
- e) An Assistant Director within any Division, other than Fire Fighting, who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 ~ Lay Off & Recall, shall be placed at the top of the eligibility list and shall be the first restored to Assistant Director rank within that particular division should a subsequent need arise.
- f) Any member having qualified for the eligibility list need not re-qualify and will continue to receive an additional two percent (2%) added to the final mark for each year of service up to maximum of ten percent (10%). These marks will be added to the final mark upon completion of the examination process. The highest mark attained by a member shall be the one used for the eligibility list.

**21.05 OFFICERS - ALL DIVISIONS**

- a) For the purpose of this clause, successful completion of examinations within any Division shall mean attainment of a final mark of seventy percent 70%, before the awarding of any bonus marks under 21.03 (d)(e)(n) or 21.04 (f).
- b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

**OFFICERS - ALL DIVISIONS (con't)**

- c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.
  - d) Promotions to or among officer classifications are on a one-year trial basis and will not be confirmed until completion of such trial period.
  - e) All tests and examinations for advancement or promotion shall be established and administered by a three member committee consisting of a Senior Officer, Division Director or Director of Training and an Association Representative assigned by the executive of Local 1068. The Association will attempt to appoint an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association.
  - f) The committee established under 21.05 (e) may convene a larger committee, should they deem it necessary, to develop the tests and examinations required for the promotional process.
  - g) 1) a copy of all examinations with all accepted answers, as agreed upon by the Promotional Committee, will be posted in their respective divisions upon completion of the exam process.  
 2) all employees shall be notified, in writing, of their final marks within four (4) weeks of the completion of the examination process.  
 3) all employees shall have the opportunity of reviewing all portions of the examination process within fourteen (14) days of receipt of their final marks if a request to do so is made in writing.  
 4) should it be determined by the committee established under Article 21.05 (e), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.
  - h) All Officers and Acting Officers will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.
- 21.06 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.
- 21.07 No person shall be hired who has not attained the full age of eighteen (18) years prior to such hiring.

**ARTICLE XXII - ACTING RANK**

- 22.01 Each employee who is required to act in the capacity of a higher rank shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean ten (10) hours, fourteen (14) hours, eight (8) hours or twelve (12) hours, as the case may be.
- 22.02 Payment of acting-time shall be payable bi-weekly.

**ARTICLE XXIII - SPECIAL ALLOWANCES**

- 23.01 All employees, when required by the Fire Chief to use their own vehicles, including to the Ontario Fire College in Gravenhurst, Ontario will be compensated at the Corporation's prevailing rate.
- 23.02 All stationary supplies required for an Ontario Fire College course will be supplied by the Corporation.

**ARTICLE XXIV - SERVICE RECOGNITION**

- 24.01 A service bar shall be granted to employees for each period of five (5) years continuous service as an employee.
- 24.02 A service remuneration shall be payable to all employees affected by this Agreement in the amount of sixty dollars (\$60.00) per annum for the first five (5) years of continuous service completed, and for the second five (5) years of continuous service completed, as of the employee's anniversary date. Thereafter, employees shall receive twenty-five dollars (\$25.00) per annum for each five (5) years of continuous service completed. For example, in the sixth year the employee shall receive sixty dollars (\$60.00), in the eleventh year the employee shall receive one hundred and twenty dollars (\$120.00), in the sixteenth year, the employee shall receive one hundred and forty-five dollars (\$145.00) and so forth.
- 24.03 Service remuneration shall be payable on the first pay date in December of each year.

**ARTICLE XXV - LEGAL EXPENSES**

- 25.01 Where an employee is charged with a criminal or statutory offense directly related to his duties, while on duty, and is subsequently acquitted of such charges, the said employee shall be reimbursed for any reasonable legal expenses incurred as a result of such charges.

**ARTICLE XXVI - SALARIES**

26.01

<u>Classification and Rank</u>	<u>Index</u>	<u>Jan 1, 1999</u>
District Chief of Fire Fighting	127%	\$71,162
Captain of Fire Fighting	115%	\$64,438
1 <sup>st</sup> Class Fire Fighter	100%	\$56,033
2 <sup>nd</sup> Class Fire Fighter	90%	\$50,430
3 <sup>rd</sup> Class Fire Fighter	80%	\$44,826
4 <sup>th</sup> Class Fire Fighter	65%	\$36,421
Assistant Director of Fire Prevention Base Rate	100%	\$56,033
After 36 months	115%	\$64,438
1 <sup>st</sup> Class Fire Prevention Officer	100%	\$56,033
2 <sup>nd</sup> Class Fire Prevention Officer	90%	\$50,430
3 <sup>rd</sup> Class Fire Prevention Officer	80%	\$44,826
4 <sup>th</sup> Class Fire Prevention Officer	65%	\$36,421
Assistant Director of Training Base Rate	100%	\$56,033
After 36 months	115%	\$64,438
1 <sup>st</sup> Class Training Officer	100%	\$56,033
2 <sup>nd</sup> Class Training Officer	90%	\$50,430
3 <sup>rd</sup> Class Training Officer	80%	\$44,826
4 <sup>th</sup> Class Training Officer	65%	\$36,421
*Assistant Director of Communications Base Rate	100%	\$56,033
After 36 months	115%	\$64,438
1 <sup>st</sup> Class Communications Operator	90%	\$50,430
2 <sup>nd</sup> Class Communications Operator	83%	\$46,507
3 <sup>rd</sup> Class Communications Operator	76%	\$42,585
4 <sup>th</sup> Class Communications Operator	65.5%	\$36,702
1 <sup>st</sup> Class Communications Technician	100%	\$56,033
2 <sup>nd</sup> Class Communications Technician	90%	\$50,430
3 <sup>rd</sup> Class Communications Technician	80%	\$44,826
4 <sup>th</sup> Class Communications Technician	65%	\$36,421
Assistant Director of Community Relations Base Rate	100%	\$56,033
After 36 months	115%	\$64,438
1 <sup>st</sup> Class Community Relations Officer	100%	\$56,033
2 <sup>nd</sup> Class Community Relations Officer	90%	\$50,430
3 <sup>rd</sup> Class Community Relations Officer	80%	\$44,826
4 <sup>th</sup> Class Community Relations Officer	65%	\$36,421
Assistant Director of Apparatus & Maint. Base Rate	100%	\$56,033
After 36 months	115%	\$64,438
Mechanic 1 <sup>st</sup> Class	87.4%	\$48,973
Mechanic 2 <sup>nd</sup> Class	85.9%	\$48,132
Mechanic 3 <sup>rd</sup> Class	84%	\$47,068
Mechanic 4 <sup>th</sup> Class	82.4%	\$46,171

\* The current incumbent will be placed in the position of Communications Administration Clerical Support effective from the date which the Joint Communications Centre becomes wholly operational. At that time, the position of Assistant Director of Communications will be removed from the salary scale.

**ARTICLE XXVI – SALARIES (Continued)**

26.01 This clause shall replace the previous 26.01, effective August 15, 1999.

<u>Classification and Rank</u>	<u>Index</u>	<u>Aug 15, 1999</u>
District Chief of Fire Fighting	127%	\$72,238
Captain of Fire Fighting	115%	\$65,412
1 <sup>st</sup> Class Fire Fighter	100%	\$56,880
2 <sup>nd</sup> Class Fire Fighter	90%	\$51,192
3 <sup>rd</sup> Class Fire Fighter	80%	\$45,504
4 <sup>th</sup> Class Fire Fighter	65%	\$36,972
Assistant Director of Fire Prevention Base Rate	100%	\$56,880
After 36 months	115%	\$65,412
1 <sup>st</sup> Class Fire Prevention Officer	100%	\$56,880
2 <sup>nd</sup> Class Fire Prevention Officer	90%	\$51,192
3 <sup>rd</sup> Class Fire Prevention Officer	80%	\$45,504
4 <sup>th</sup> Class Fire Prevention Officer	65%	\$36,972
Assistant Director of Training Base Rate	100%	\$56,880
After 36 months	115%	\$65,412
1 <sup>st</sup> Class Training Officer	100%	\$56,880
2 <sup>nd</sup> Class Training Officer	90%	\$51,192
3 <sup>rd</sup> Class Training Officer	80%	\$45,504
4 <sup>th</sup> Class Training Officer	65%	\$36,972
*Assistant Director of Communications Base Rate	100%	\$56,880
After 36 months	115%	\$65,412
1 <sup>st</sup> Class Communications Operator	90%	\$51,192
2 <sup>nd</sup> Class Communications Operator	83%	\$47,210
3 <sup>rd</sup> Class Communications Operator	76%	\$43,229
4 <sup>th</sup> Class Communications Operator	65.5%	\$37,256
1 <sup>st</sup> Class Communications Technician	100%	\$56,880
2 <sup>nd</sup> Class Communications Technician	90%	\$51,192
3 <sup>rd</sup> Class Communications Technician	80%	\$45,504
4 <sup>th</sup> Class Communications Technician	65%	\$36,972
Assistant Director of Community Relations Base Rate	100%	\$56,880
After 36 months	115%	\$65,412
1 <sup>st</sup> Class Community Relations Officer	100%	\$56,880
2 <sup>nd</sup> Class Community Relations Officer	90%	\$51,192
3 <sup>rd</sup> Class Community Relations Officer	80%	\$45,504
4 <sup>th</sup> Class Community Relations Officer	65%	\$36,972
Assistant Director of Apparatus & Maint. Base Rate	100%	\$56,880
After 36 months	115%	\$65,412
Mechanic 1 <sup>st</sup> Class	87.4%	\$49,713
Mechanic 2 <sup>nd</sup> Class	85.9%	\$48,860
Mechanic 3 <sup>rd</sup> Class	84%	\$47,779
Mechanic 4 <sup>th</sup> Class	82.4%	\$46,869

\* The current incumbent will be placed in the position of Communications Administration Clerical Support effective from the date which the Joint Communications Centre becomes wholly operational. At that time, the position of Assistant Director of Communications will be removed from the salary scale.



**ARTICLE XXVI – SALARIES (Continued)**

26.01 This clause shall replace the previous 26.01, effective January 1, 2000.

<u>Classification and Rank</u>	<u>Index</u>	<u>Jan 1, 2000</u>
District Chief of Fire Fighting	127%	\$74,044
Captain of Fire Fighting	115%	\$67,047
1 <sup>st</sup> Class Fire Fighter	100%	\$58,302
2 <sup>nd</sup> Class Fire Fighter	90%	\$52,472
3 <sup>rd</sup> Class Fire Fighter	80%	\$46,642
4 <sup>th</sup> Class Fire Fighter	65%	\$37,896
Assistant Director of Fire Prevention Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Fire Prevention Officer	100%	\$58,302
2 <sup>nd</sup> Class Fire Prevention Officer	90%	\$52,472
3 <sup>rd</sup> Class Fire Prevention Officer	80%	\$46,642
4 <sup>th</sup> Class Fire Prevention Officer	65%	\$37,896
Assistant Director of Training Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Training Officer	100%	\$58,302
2 <sup>nd</sup> Class Training Officer	90%	\$52,472
3 <sup>rd</sup> Class Training Officer	80%	\$46,642
4 <sup>th</sup> Class Training Officer	65%	\$37,896
Assistant Director of Communications Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Communications Operator	90%	\$52,472
2 <sup>nd</sup> Class Communications Operator	83%	\$48,391
3 <sup>rd</sup> Class Communications Operator	76%	\$44,310
4 <sup>th</sup> Class Communications Operator	65.5%	\$38,188
1 <sup>st</sup> Class Communications Technician	100%	\$58,302
2 <sup>nd</sup> Class Communications Technician	90%	\$52,472
3 <sup>rd</sup> Class Communications Technician	80%	\$46,642
4 <sup>th</sup> Class Communications Technician	65%	\$37,896
Assistant Director of Community Relations Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Community Relations Officer	100%	\$58,302
2 <sup>nd</sup> Class Community Relations Officer	90%	\$52,472
3 <sup>rd</sup> Class Community Relations Officer	80%	\$46,642
4 <sup>th</sup> Class Community Relations Officer	65%	\$37,896
Assistant Director of Apparatus & Maint. Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
Mechanic 1 <sup>st</sup> Class	95%	\$55,387
Mechanic 2 <sup>nd</sup> Class	90%	\$52,472
Mechanic 3 <sup>rd</sup> Class	85%	\$49,557
Mechanic 4 <sup>th</sup> Class	82.5%	\$48,099

\* The current incumbent will be placed in the position of Communications Administration Clerical Support effective from the date which the Joint Communications Centre becomes wholly operational. At that time, the position of Assistant Director of Communications will be removed from the salary scale.

**ARTICLE XXVI – SALARIES (Continued)**

26.01 This clause shall replace the previous 26.01, effective March 14, 2000.

<u>Classification and Rank</u>	<u>Index</u>	<u>Mar 14, 2000</u>
District Chief of Fire Fighting	127%	\$74,044
Captain of Fire Fighting	115%	\$67,047
1 <sup>st</sup> Class Fire Fighter	100%	\$58,302
2 <sup>nd</sup> Class Fire Fighter	90%	\$52,472
3 <sup>rd</sup> Class Fire Fighter	80%	\$46,642
4 <sup>th</sup> Class Fire Fighter	65%	\$37,896
Assistant Director of Fire Prevention Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Fire Prevention Officer	100%	\$58,302
2 <sup>nd</sup> Class Fire Prevention Officer	90%	\$52,472
3 <sup>rd</sup> Class Fire Prevention Officer	80%	\$46,642
4 <sup>th</sup> Class Fire Prevention Officer	65%	\$37,896
Assistant Director of Training Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Training Officer	110%	\$64,132
2 <sup>nd</sup> Class Training Officer	90%	\$52,472
3 <sup>rd</sup> Class Training Officer	80%	\$46,642
4 <sup>th</sup> Class Training Officer	65%	\$37,896
*Assistant Director of Communications Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Communications Operator	90%	\$52,472
2 <sup>nd</sup> Class Communications Operator	83%	\$48,391
3 <sup>rd</sup> Class Communications Operator	76%	\$44,310
4 <sup>th</sup> Class Communications Operator	65.5%	\$38,188
1 <sup>st</sup> Class Communications Technician	100%	\$58,302
2 <sup>nd</sup> Class Communications Technician	90%	\$52,472
3 <sup>rd</sup> Class Communications Technician	80%	\$46,642
4 <sup>th</sup> Class Communications Technician	65%	\$37,896
Assistant Director of Community Relations Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
1 <sup>st</sup> Class Community Relations Officer	100%	\$58,302
2 <sup>nd</sup> Class Community Relations Officer	90%	\$52,472
3 <sup>rd</sup> Class Community Relations Officer	80%	\$46,642
4 <sup>th</sup> Class Community Relations Officer	65%	\$37,896
Assistant Director of Apparatus & Maint. Base Rate	100%	\$58,302
After 36 months	115%	\$67,047
Mechanic 1 <sup>st</sup> Class	95%	\$55,387
Mechanic 2 <sup>nd</sup> Class	90%	\$52,472
Mechanic 3 <sup>rd</sup> Class	85%	\$49,557
Mechanic: 4 <sup>th</sup> Class	82.5%	\$48,099

\* The current incumbent will be placed in the position of Communications Administration Clerical Support effective from the date which the Joint Communications Centre becomes wholly operational. At that time, the position of Assistant Director of Communications will be removed from the salary scale.

**ARTICLE XXVI – SALARIES** (Continued)

26.02 For the purpose of determining the daily rate of pay as it applies to this Agreement, it shall be based upon one-one hundred and eightieth (1/180) of the employee's annual salary for fire fighters, and one-two hundred and sixtieth (1/260) of the employee's annual salary for all other employees.

Pay dates shall be every second Thursday and shall be one twenty-sixth (1/26<sup>th</sup>) of the annual salary. Where statutory holidays do not allow payments on these dates, payday shall be the nearest prior working day.

26.03 **Direct Deposit**

The Corporation shall direct deposit all monies in Article 26.02 owed to the employee to his designated banking facility. All employees shall provide the Corporation with the necessary information required for the service.

26.04 **Beneficiary**

All payroll monies owing to an employee upon death shall be paid to the beneficiary as designated in the Corporate Group Life Insurance Plan.

26.05 **Credit Union Deductions**

The employer shall, upon receipt of proper authorization from any employee, provide payroll deductions for the Metro Credit Union Limited in accordance with the agreement with that Credit Union.

**ARTICLE XXVII – DISCHARGE OR DISCIPLINE**

27.01 The procedure governing discharge cases shall be pursuant to Section 44 of the Fire Protection and Prevention Act, as may be amended from time to time.

27.02 Cases involving alleged unjust discipline or suspension shall start at stage one (1) of the grievance procedure.

27.03 An employee who is completely exonerated under Section 28.01 or 28.02 hereof, shall be reinstated and paid his salary for the time lost.

**ARTICLE XXVIII – GRIEVANCE PROCEDURE**

28.01 Nothing in the grievance procedure shall be construed as eliminating the processing of any complaint through proper channels within the Brampton Fire and Emergency Services. Senior Officer shall mean the Deputy Chief.

In the event that a complaint or grievance arises relative to the administration, application, or alleged violation of this Agreement, the employee concerned may then proceed as follows:

Stage 1

When an employee has a grievance, he shall submit in writing to the Senior Officer within five (5) working days of occurrence of the incident giving rise to the grievance. A meeting shall take place between the grievor and the Senior Officer within two (2) working days from receipt of the grievance. The Senior Officer shall give his decision in writing stating his decision within two (2) working days of the time of this meeting.

**ARTICLE XXVIII – GRIEVANCE PROCEDURE** (continued)Stage 2

If the Senior Officer's decision is not satisfactory to the grievor and the Association, a meeting shall take place within five (5) working days from the time the decision was rendered in Stage 1 between the Association Representatives and the Chief. The Chief shall give his decision in writing stating his decision within two (2) working days of the time of this meeting.

Stage 3

If the Chief's decision is not satisfactory, a meeting shall take place within five (5) working days from the time the decision was rendered in Stage 2, between the Association and the City Manager. The City Manager shall give his decision in writing stating his decision within two (2) working days of the time of this meeting.

The City Manager may designate another person to act in his stead.

Stage 4

If the City Manager's decision is not satisfactory, a meeting shall take place within ten (10) working days from the time the decision was rendered in Stage 3 between the Association and Council or an appropriate committee thereof. Council shall give its decision in writing stating its decision within two (2) working days of the time of this meeting.

The Association may give notice in writing of its intention to proceed to Arbitration within five (5) days of the decision by Council as hereinafter provided in Article 29.

- 28.02      **GROUP GRIEVANCE** – In case of a group of employees having an alleged grievance, it shall be taken up by the Grievance Committee pursuant to Article 28.01, starting at Stage 2.
- 28.03      **GENERAL GRIEVANCE** – Any differences arising directly between the Association and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement, may be submitted to either party, in writing, by the other at Stage 2 and the proceedings at this stage shall commence within seven (7) days of notification in writing of the grievance.
- 28.04      In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory holidays will be excluded. Time limits fixed by this Article may be extended by agreement in writing between the parties.
- 28.05      At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses.

**ARTICLE XXIX – ARBITRATION**

- 29.01 Arbitration of differences between parties shall be conducted in accordance with the provisions of the Fire Protection and Prevention Act, as follows:
- a) Section 50 of the Fire Protection and Prevention Act, shall apply to the arbitration of the content of a renewal agreement.
  - b) Section 53 of the Fire Protection and Prevention Act, shall apply to the arbitration of any unresolved grievance concerning the interpretation or application of any provision of the current agreement or arbitration award.
- 29.02 An Arbitrator considering a claim of unjust suspension, discharge or discipline may deal with such claim by confirming the action taken, by full reinstatement or any other award which is just and equitable, in his opinion.

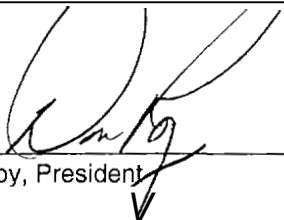
**ARTICLE XXX – DURATION**

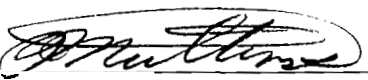
- 30.01 This agreement shall remain in force and effect from the first day of January, 1999 until the thirty-first day of December, 2000 and from year to year thereafter, subject to Article 30.02 herein.
- 30.02 In the event of either party desiring or proposing any change or alteration in this agreement, such party shall give to the other party, a copy, in writing, of the proposed changes, not less than thirty (30) days before the renewal date, and both parties shall thereupon negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.
- This agreement is entered into without prejudice to the rights of the employer under any existing or future law or statute.

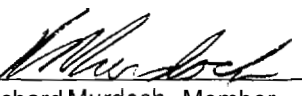
IN WITNESS THEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused this instrument to be executed by the proper officers duly authorized, the day and year above written.

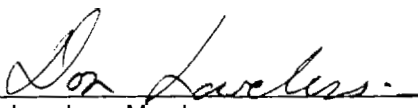
SIGNED AT BRAMPTON, this 21<sup>st</sup> day of September, 2000

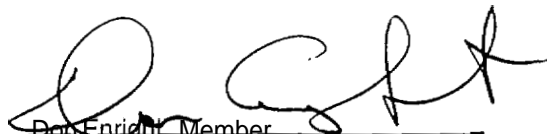
**ON BEHALF ——— E ASSOWTION**

  
\_\_\_\_\_  
Don Roy, President

  
\_\_\_\_\_  
Ian Mullins, Member  
Negotiating Committee

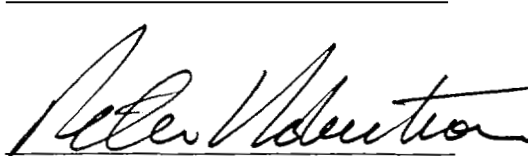
  
\_\_\_\_\_  
Richard Murdoch, Member  
Negotiating Committee

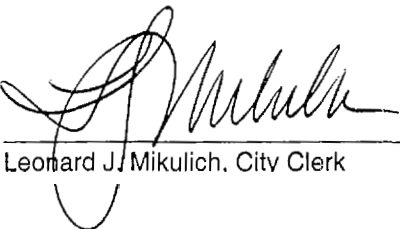
  
\_\_\_\_\_  
Don Loveless, Member  
Negotiating Committee

  
\_\_\_\_\_  
Don Enright, Member  
Negotiating Committee

  
\_\_\_\_\_  
James Taylor, Member  
Negotiating Committee

**ON BEHALF OF THE CORPORATION**

  
\_\_\_\_\_  
Peter Robertson, Mayor

  
\_\_\_\_\_  
Leonard J. Mikulich, City Clerk

Date of Agreement: October 16, 1997

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE CORPORATION OF THE CITY OF BRAMPTON AND**  
**THE BRAMPTON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL 1068**  
**RE: FIRE COMMUNICATIONS CENTRE OPERATION**

---

This memorandum will confirm the agreement of the parties concerning the operation of the Fire Communications Centre relative to the provisions of the current collective agreement between the parties.

The Association agrees that "contracting out" and "technological change" is waived to the extent necessary to allow for the joint operation of the Communication Centre. This is without precedent or prejudice to any other position that the Association may take to any other "contracting out" or "technological change" issue. This is subject to the following agreement between the City of Brampton and the B.P.F.F.A. and subject to the B.P.F.F.A. being satisfied that they are not adversely affecting or impinging on another I.A.F.F. local's collective agreement and vice versa.

Unless otherwise stated herein, the various provisions of this memorandum will take effect on a date on which the Centre becomes wholly operational.

Unless otherwise stated herein, the various provisions of the current collective agreement will remain in force and applicable to the members employed at the Communications Centre other than those addressed throughout this memorandum.

The following general points are agreed to by the parties:

1. All members who are regularly employed in the Communications Division, will move to the new Communications Centre and will be guaranteed that no layoff or dismissal without just cause will directly affect them for a period of 24 months effective from the date which the Centre becomes wholly operational, and/or until the same agreement is reached with the Mississauga Professional Fire Fighters' Association.
2. All affected members will be placed in positions within the Communications Centre as per the attached organizational chart, effective from the date which the Centre becomes wholly operational. The Corporation will make best efforts in providing employees with prior notification of their placement.
3. All members who are placed in a position, which is a lower classification than their current one, will have their salary red circled, until such time as their salary falls below the salary for their new position.
4. During the first 12 months of operation of the new Communication Centre, one technician will be assigned to training duties for all Communication Centre employees. At the conclusion of that period, the person assigned to training will return to the position of Technician.
5. The positions of Manager of Fire Communications, Assistant Manager Dispatch Services and Communications Administration Clerical Support will be non-union, and shall be included under Article 1.01. However, at initial implementation, the position of Communications Administration Clerical Support will be filled by a member of one of the two locals, and shall remain in the same local until such time as they leave the position in the future.
6. An Implementation Transition Team consisting of members of each local plus management will be established as soon as possible, to prepare for the move of employees.
7. An Operations Efficiency Committee will be established for the new Communication Centre with equal representation from each local as well as management.

The following collective agreement changes are also agreed to for Communication Centre employees only, in order to facilitate the operation of the new Communication Centre:

**Article 4.01**

• **Hours of Work**

Communications Operators and Officers will work the following hours and shifts on a trial basis, effective from the date which the Centre becomes wholly operational:

i) First six (6) months –

12 hour long shifts on Brampton Fire Suppression shift schedules.

ii) Second six (6) months -

10 and 14 hour long shifts on Mississauga Fire Suppression shift schedules.

Within 14 calendar days of concluding the trial basis, all Communication Operators and Officers from both locals will vote on which schedule they would like to remain permanently on, the majority vote of those eligible will determine which system remains.

**Article 7.02**

• **Contracting Out:**

The provisions of this article will be waived for the operation of the new Communication Centre, with respect to the direct provision of call taking and call dispatching services only, as well as for the provision of support services such as information systems technical assistance and training.

**Article 14**

• **Vacation:**

Vacation periods will be selected according to the current practice of each local. However, only one (1) Operator or one (1) Officer may be off on Vacation or Stat/Lieu Day per shift. After a period of joint operation, this provision will be reviewed by the Operations Efficiency Committee.

**Article 15**

• **Statutory Holidays:**

Statutory holidays will be selected according to the current practice of each local. However, only one (1) Operator or one (1) Officer may be off on Vacation or Stat/Lieu Day per shift.



***Article 21***

• **Promotion Procedure:**

Vacancies will be handled as follows:

- Operators and Manager positions will be posted to both full bargaining units;
- All other Communications Division vacancies will be initially posted to the Communications Divisions only;
- If no one successful from Communications Division then vacancies will be posted to both full bargaining units;
- Selection of successful applicants will be based on individual qualifications as determined by a promotional procedure agreed to by the parties.

Vacancies will be replaced by the appropriate employer in order to retain current employment levels.

In the event vacancies filled by members outside the Communications Division, create an imbalance in the staff ratio, the next external recruit will remedy the balance.

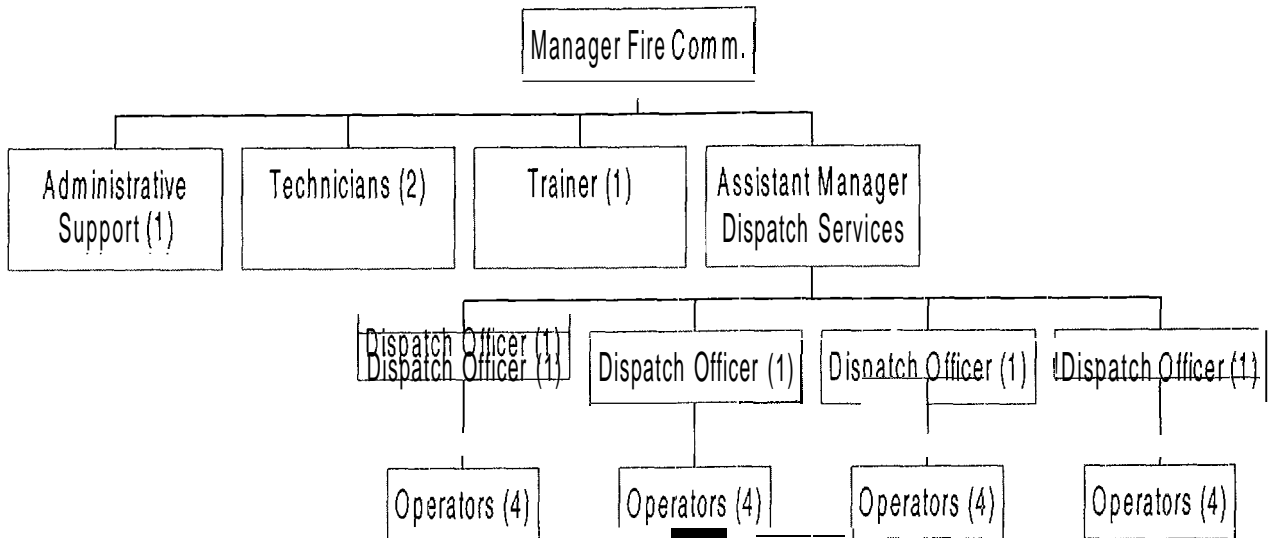
All future external recruits will be reimbursed in accordance with the applicable Collective Agreement between the parties.

***Article 22***

• **Acting Pay:**

During the first 12 months, all Officer Acting assignments will be filled by members of the Mississauga local. Thereafter promotional exams and evaluations will be conducted with all eligible employees from each local in order to determine eligibility for future acting assignments.

## Mississauga / Brampton / Caledon Combined Fire Communications Centre Organization Structure




Existing Brampton - 11

Existing Mississauga - 15

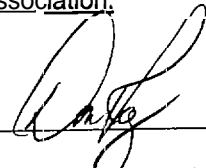
Proposed Total Staffing (FTE) - 26

Dated at Brampton, Ontario, this 21<sup>st</sup> day of September, 2000.

For the Corporation:

*per*   
Kara Bartley, Manager  
Labour & Employee Relations

For the Association:

  
Don Roy  
President, B.P.F.A. Local 1068

Memo No. 1

Date of Agreement: October 17, 1997

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE CORPORATION OF THE CITY OF BRAMPTON AND**  
**THE BRAMPTON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL 1068**  
**RE: EXCLUSIONS TO THE BARGAINING UNIT**

---

Without Prejudice and Precedent

The Corporation agrees to waive its right to utilize designations under Bill 84, section 54 (8) (c & d). The Corporation will seek no further exclusions under Bill 84 for the duration of this collective agreement. In the event Section 54 (8) of the Fire Prevention and Protection Act changes, the intent of the new legislation will prevail. In future, should the Corporation be desirous of seeking additional exclusions to the bargaining unit, the Corporation will negotiate such or apply for said exclusions in accordance with the legislation.

The positions of Director of Fire Prevention, Director of Training, Director of Communications, Director of Community Relations, and Director of Apparatus & Maintenance will be excluded from the bargaining unit. Persons in the aforementioned positions shall have the opportunity to accept the exclusions or be accommodated in the bargaining unit.

Unless otherwise specified, all current Directors being excluded from the BPFPA bargaining unit will be given the following protections:

**Effective Date:** The exclusions will be effective January 01, 1998.

**Salaries:**

- 1) The Corporation expects that the current incumbents will be evaluated and placed in the Non-Union Grade 8, with a salary range of \$54,234 - \$74,974. The incumbents will maintain their current salary upon entering the non-union grade, and be eligible to achieve the job rate for their grade as per the non-union merit increase system. In the event the non-union job evaluation results in a lower rate of pay for the incumbent, the individual will be red-circled until such time as the job rate of the position exceeds the red-circled rate. While red-circled, employees will be eligible for merit increases on the basis of the job rate, not the red-circled rate.
- 2) Individuals who are currently earning the base rate for the position of Director will receive their increase to \$66,199 on their previously determined anniversary date.
- 3) Excluded employees will receive the 2% increase effective January 01, 1997 and the 2% increase effective January 01, 1998. In addition, these employees will participate in the non-union merit/performance appraisal system for the year 1998, with merit increases effective in January 1999.

**Sick Leave Payout:**

The Corporation will provide the excluded employees with a payout of accumulated sick leave credits as provided for in the BPFPA collective agreement. In addition, the Corporation will endeavor to find a legal method of minimizing the tax burden incurred by these individuals as a result of declaring such excess income.

Benefits:

The Corporation will provide the excluded individuals with a comparable benefit package, which will include the provision of Short Term Disability (STD) and Long Term Disability Benefits (LTD). LTD premiums will be paid by the employees.

In this case only, the Corporation is willing to provide the Directors who will be excluded from the bargaining unit benefit coverage in accordance with the existing provisions of Article 16.03(b) of the collective agreement between the Corporation and the B.P.F.F.A.

Lieu Time:

Lieu time will be provided as per the non-union policy up to a maximum of 40 hours per year.

Vacation:

Will be provided as per the non-union schedule of vacation. Service with the Corporation will be used to determine vacation entitlement.

Pension:

The Corporation will endeavor to provide the current incumbents with a choice of staying on the 85 factor, or converting to the 90 factor subject to legal/legislative/OMERS clearance.

Performance Appraisal System:

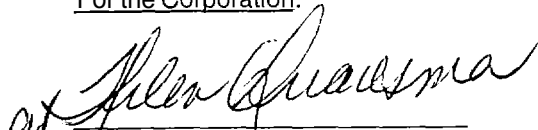
Employees' performance will be evaluated as per the non-union performance appraisal system and based on a year-end review, may be subject to merit increases as provided for by Management Team. These employees will not be deemed probationary for the purposes of the Corporation's performance appraisal system.

**Transition Allowance:**

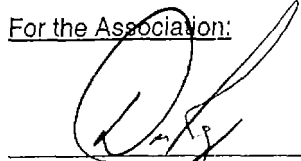
On January 1, 1998, a transition allowance of \$1,500 will be paid to the employees who are to be excluded from the bargaining unit.

Dated at Brampton, Ontario, this 21<sup>st</sup> day of September, 2000.

For the Corporation:

  
\_\_\_\_\_  
Kara Bartley, Manager  
Labour & Employee Relations

For the Association:

  
\_\_\_\_\_  
Don Roy  
President, B.P.F.F.A. Local 1068

June 22, 1992

Mr. Don Roy, President,  
The Brampton Professional  
Fire Fighters Association, Local 1068,  
International Association of Fire Fighters,  
20 Regan Road, Unit 10  
Brampton, Ontario  
L7A 1C3

Dear Mr. Roy;

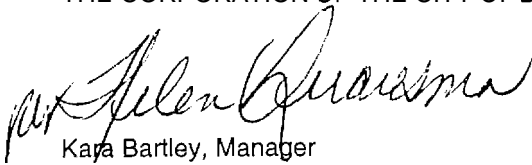
**Letter of Understanding**  
**Employee's Share of E.I. Premium Rebate**

This letter is to confirm the agreement reached between the parties with regard to the disposition of the employee's share of the Employment Insurance Premium rebate as follows:

**As** soon as practical, in the first quarter of each year, the Corporation shall calculate the total employee share of the Employment Insurance Premium rebate for the previous year. The parties shall then remit such amount of monies to the Association.

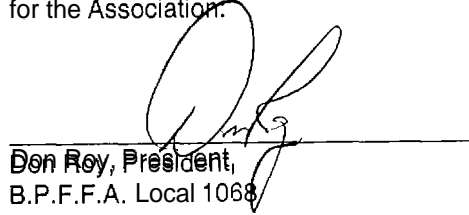
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



Kara Bartley, Manager  
Labour & Employee Relations

Acknowledged on behalf of the Association  
for the Association.

  
\_\_\_\_\_  
Don Roy, President,  
B.P.F.F.A. Local 1068

06/09/92  
Date

Letter #1

June 22, 1992

Mr. Don Roy, President,  
The Brampton Professional  
Fire Fighters Association, Local 1068,  
International Association of Fire Fighters,  
20 Regan Road, Unit 10  
Brampton, Ontario  
L7A 1C3

Dear Mr. Roy;

**Letter of Understanding**  
**MATERNITY LEAVE AND PARENTAL LEAVE**

The parties have agreed that Maternity Leave and Parental Leave shall be administered in accordance with the Employment Standards Act and the following provisions;

1.       NOTICE  
A female FIRE FIGHTER who is pregnant shall provide the Fire Chief medical verification of said condition as soon as reasonably practicable and no later than sixteen (16) weeks gestation. Upon receipt of medical verification of pregnancy, the Fire Chief shall arrange, at his earliest convenience, for the transfer of such Fire Fighter to another Division within the Brampton Fire and Emergency Services. This employee shall perform such duties as may be assigned and shall be paid her regular rate of pay while at work and performing such duties.
  
2.       CERTIFICATES  
Where the Corporation requires an employee to obtain a doctor's certificate under the provisions of this letter, the costs of which if any, shall be paid by the Corporation to the physician involved.
  
3.       APPLICATION FOR JOB POSTINGS  
Employees on an approved Maternity and Parental leave of absence are eligible to apply for job postings.

Letter #2

continued.../2

Page 2  
B.P.F.F.A.  
Letter of Understanding  
Maternity Leave and Parental Leave

- 2 -

4. TERMINATION OF EMPLOYMENT


An employee will be terminated from the Corporation's employ if he/she does not return to work or make suitable arrangements for additional time off on or before the date specified in the Corporation's records.

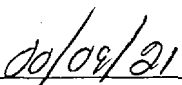
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

  
Kara Bartley, Manager  
Labour & Employee Relations

Acknowledged on behalf of the Association:

  
\_\_\_\_\_  
Don Roy, **President**  
B.P.F.F.A., Local 1068

  
\_\_\_\_\_  
Date

Letter #2



September 8, 1993

Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Understanding**  
**Re: The Establishment of the Position of The Assistant**  
**To the Director in Non Fire Fighting Divisions**

The parties agree that effective September 8, 1993, the position of Assistant to the Director shall be incorporated into Non Fire Fighting Divisions having five (5) or more personnel. At the discretion of the Fire Chief, the position of Assistant To The Director may be incorporated into Non Fire Fighting Divisions having fewer than five (5) personnel.

The restructuring necessary to include the position of Assistant to the Director shall be as follows:

- 1) Acting lists shall be established in all Divisions as per the promotional clause (Article XXI) of the Collective Agreement and be re-established every three (3) years.
- 2) i) All new Assistants shall initially receive salary and benefits at the base rate for the position of Assistant as set out in Article XXVI - Salaries.
- ii) Upon completion of the third year as Assistant to the Director, Assistants referred to in 2i) shall receive salary and benefits for the position of Assistant as set out in Article XXVI - Salaries.
- 3) Acting time shall be governed by Article XXII - Acting Rank, of the Collective Agreement.

This Letter of Understanding shall form part of the current Collective Agreement.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

*Kara Bartley*  
 164 Kara Bartley, Manager  
 Labour & Employee Relations

Acknowledged on behalf of the Association:

*Don Roy*  
 \_\_\_\_\_  
 Don Roy, President, B.F.F.A., Local 1068

*08/09/93*  
 \_\_\_\_\_  
 Date

March 12, 1995

Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter Of Understanding**  
**Re: Article XX - Uniforms and Equipment (1993)**

For: Fire Fighting and Training Divisions

**1995 (Year 1)**

Members of A & B Platoons and Training Division (3) shall receive:

- 2 - work rite, Nomex III A, Tropical Weave shirts
- 2 - work rite, Nomex III A, Tropical Weave pants
- 1 pair - model #5170, H. Brown Safety Boots with zipper
- 1 - Hiptex 2000, Bomber-style, Reversible Jacket (evin ind.)
- 1 - military style sweater
- 3 - cotton T-shirts

Members of C & D Platoons shall receive:

- 1 pair - model #5170, H. Brown safety boots with zipper

1995:

- all Staff and Fire Fighting District Chiefs shall receive full issue as according to the current Collective Agreement.
- all Staff and Fire Fighting District Chiefs will receive their cleaning allowance as per the current Collective Agreement.
- all new employees shall receive their full dress issue as per the current Collective Agreement.
- all present members who have not been issued a full dress uniform shall be provided with same.
- members of A,B,C & D Platoons and Training Division members shall not receive a cleaning allowance for 1995.
- should a surplus remain in the 1995 budget in the uniforms/cleaning allowance line, the Deputy Chief shall purchase additional apparel to be distributed to those members who have not received new dress .fatigue items.

Page 2 -  
Letter of Understanding  
Uniforms and Equipment

**1996 (Year 2)**

Members of A & B Platoons and Training Division (3) shall receive:

- 2 - dress fatigue shirts, as specified by the Association/Administration
- 2 - dress fatigue pants, as specified by the Association/Administration
- 3 - cotton T-shirts, as specified by the Association/Administration

Members of C & D Platoons shall receive:

- 4 - dress fatigue shirts, as specified by the Association/Administration
- 4 - dress fatigue pants, as specified by the Association/Administration
- 1 - bomber-style jacket, as specified by the Association/Administration
- 1 - military-style sweater, as specified by the Association/Administration
- 6 - cotton T-shirts, as specified by the Association/Administration

1996:

- all staff and Fire Fighting District Chiefs shall receive full uniform and fatigue issues as according to the current Collective Agreement.
- all staff and Fire Fighting District Chiefs shall receive their cleaning allowance as per the current Collective Agreement.
- all new employees shall receive full dress issue as per the current Collective Agreement.
- members of A,B,C, & D Platoons and Training Division shall not receive a cleaning allowance for 1996.
- should a surplus remain in the 1996 budget in the uniforms/cleaning allowance line, the Deputy Chief shall purchase additional apparel which will be issued to those members who have not received all of their dress fatigue items.

**1997 (Year 3)**

Members of A.B.C. & D Platoons and Training Division (3) shall receive:

- 2 - dress fatigue shirts, as specified by the Association/Administration
- 2 - dress fatigue pants, as specified by the Association/Administration
- 1 pair - safety boots, as specified by the Association/Administration
- 3 - cotton T-shirts, as specified by the Association/Administration

1997:

- all staff and Fire Fighting District Chiefs shall receive full issue as contained in the current Collective Agreement.
- all new employees shall receive full dress issue as per the current Collective Agreement.
- members of A,B,C, & D Platoons and Training Division shall not receive a cleaning allowance for 1997.
- should a surplus remain in the 1997 budget in the uniforms/cleaning allowance line, the Deputy Chief shall purchase additional apparel to be distributed to those members who have not received all of their dress fatigue items.

**1998 (Year 4)**

1. Cleaning allowance shall be restored to all members.

**DRESS FATIGUES:** Each Probationary Fire Fighter shall be supplied with dress fatigues in a sufficient quantity to carry out their duties without undue hardship.

**REPLACEMENT OF CLOTHING:** Additional orders for clothing shall be made where clothing has been damaged while carrying out duties. Such clothing will be repaired or replaced in a timely manner.

**DATE OF ISSUE:** All items shall be issued no later than September 1st of each calendar year.

**STAFF MEMBERS SHALL BE:**  
for the purpose of uniform issuance

- Fire Prevention Officers
- Community Relations Officers
- Communications Division Operators/Tech/Officers
- Maintenance Division personnel
- Fire Fighter/D.C.'s

All the above members shall receive full allotment as per the Collective Agreement, Article XX - Equipment and Uniforms.

**NOTES:** ARTICLE #20.03 shall remain in effect should clothing standards change due to legislation.

This Supplemental Uniform/Fatigue Agreement is subject to changes should both parties (Association/Administration) agree to do so.

**UNIFORM/FAI POINTS SYSTEMS: (1998)**

All members will be allotted clothing which shall be used by the member to have in addition to their issue

For the purpose of assigning a base value for the points, one dollar (\$1.00) shall be used. The mean average based on the current three year allowance is:

- Fire Fighting - \$450.00
- All Officers/Training Division - \$500.00

To maintain the current indexing factor, 1994 shall be used as the base year. Using the above factors, the point equivalent for the members are:

- Fire Fighting - 450
- All Officers/Training Division - 500

Points remaining will not be carried over to the next year.

Page 4  
 Supplemental Agreement (1993)  
 Uniforms and Equipment

The following "menu" of uniform/fatigue units represents the points required to obtain these items:

1 dress uniform tunic	=	112 points
1 pair dress pants/skirt	=	35 points
1 dress shirt	=	12 points
1 dress hat	=	18 points
1 dress parka	=	55 points
1 pair dress shoes	=	100 points
1 fatigue (Nomex) shirt	=	100 points
1 fatigue (Nomex) pant	=	100 points
1 pair safety boots w/zipper	=	110 points
1 pair safety shoes Model #5108	=	73 points
1 fatigue bomber jacket (zip out liner)	=	178 points
1 military style sweater (Piltrol Model)	=	62 points
1 cotton T-shirt (pockets)	=	12 points

When additional items are added to this "menu", the rounded-off cost of the unit (to the nearest dollar) will be the point factor assigned.

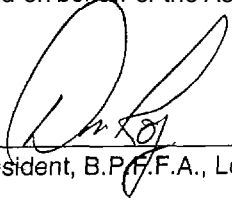
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON



**Kara Bartley, Manager**  
 Labour & Employee Relations

Acknowledged on behalf of the Association:



\_\_\_\_\_  
 Don Roy, President, B.P.F.F.A., Local 1068

*00/09/21*  
 \_\_\_\_\_  
 Date

Letter #4

October 16, 1997

Mr. D. Roy, President  
 The Brampton Professional  
 Fire Fighters Association, Local #1068  
 20 Regan Road, Unit #10  
 Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Understanding**  
**Re: Automatic Aid / Automatic Dispatch System**

Without Prejudice and Precedent, and with the Association's acceptance of the Corporation's Offer of Settlement dated October 16, 1997, the Association agrees that "contracting out" will be waived to the extent necessary to allow for Automatic Aid to take place. This is without precedent or prejudice to any other position the Association may take to any other "contracting out" issue. This is subject to the following agreement between the City of Brampton and the B.P.F.F.A. and subject to the B.P.F.F.A. being satisfied that they are not adversely affecting or impinging on any other I.A.F.F. local's collective agreement and vice versa.

The Corporation can confirm that the Corporation will enter into Automatic Aid/Automatic Dispatch arrangements with neighboring municipalities with regard to the following considerations:

- 1) no reduction in current service levels to the residents of Brampton;
- 2) demonstrated short or long term enhancement of response time;
- 3) the Automatic Aid/Automatic Dispatch program will not remove the need for future fire stations or staffing. Fire stations will be constructed in the unprotected areas when the necessary population thresholds have been met;
- 4) that the appropriate agreements be entered into and by-laws enacted;
- 5) that all issues of liability be addressed; and,
- 6) operational issues, i.e., training, communications & dispatch, and operational compatibility.

Prior to entering into an Automatic Aid/Automatic Dispatch Arrangement, the Corporation will establish a committee with representatives of both Corporations and the affected I.A.F.F. locals, to discuss and resolve the operational issues, the business plan, and to ensure there will be no adverse impact to any I.A.F.F. Locals involved.

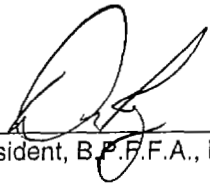
This provision will remain in effect until the parties jointly agree to remove it.

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

  
Kara Bartley, Manager  
Labour & Employee Relations

Acknowledged on behalf of the Association:

  
\_\_\_\_\_  
Don Roy, President, B.P.F.F.A., Local 1068

  
\_\_\_\_\_  
Date

Letter #5

October 16, 1997

Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Understanding  
Re: Ambulance Service**

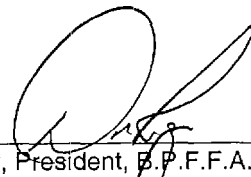
The Association agrees that "contracting out" and "technological change" will be waived to the extent necessary to allow for an integrated fire/ambulance service model to be implemented. This is without precedent or prejudice to any other position that the Association may take to any other "contracting out" or "technological change" issue. This is subject to an appropriate agreement between the Corporation of the City of Brampton and the B.P.F.F.A. and subject to the B.P.F.F.A. being satisfied that they are not adversely affecting or impinging on another I.A.F.F local's collective agreement and vice versa

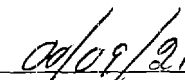
Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

  
Kara Bartley, Manager  
Labour & Employee Relations

Acknowledged on behalf of the Association:

  
\_\_\_\_\_  
Don Roy, President, B.P.F.F.A., Local 1068

  
\_\_\_\_\_  
Date

Letter #6



October 16, 1997

Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Understanding  
Re: Benefit Education Committee**

It is agreed that the parties will establish a joint committee made up of two (2) representatives of the Corporation and two (2) representatives of the Association. The mandate of the committee is:

- ♦ to educate employees on the impact of benefit costs;
- ♦ to discuss methods of benefit cost containment; and
- ♦ to make recommendation to their respective principals regarding changes to the collective agreement specific to benefits.

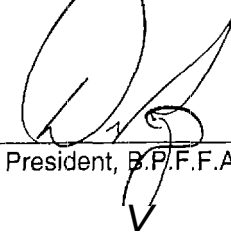
At the expiry of the collective agreement, the committee will be disbanded unless otherwise agreed to by the parties

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

*per Kara Bartley*  
  
 Kara Bartley, Manager  
 Labour & Employee Relations

Acknowledged on behalf of the Association:

  
 \_\_\_\_\_  
 Don Roy, President, B.P.F.F.A., Local 1068  
 Letter #7

*00/09/97*  
 \_\_\_\_\_  
 Date

July 15, 1998

Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Understanding  
Re: Article XXII –Acting Rank**

Without prejudice or precedent, the parties agree to the following regarding Article XXII, Acting Rank:

1. During the period in which the Assistant Director is receiving less than the optimal rate for the position, the Assistant Director will receive an "acting rate" which is equivalent to that of a Captain;
2. In the event that the Assistant Director achieves the optimal salary rate for the position, the Assistant Director will receive a 10% salary increase for acting in the position of the Director;
3. The procedure for moving an Assistant Director into the position of Acting Director will be governed by Brampton Fire & Emergency Services Policies & Procedures #98-04 ("Acting Time").

Yours truly,

THE CORPORATION OF THE CITY OF BRAMPTON

*Kara Bartley*  
 per Kara Bartley, Manager  
 Labour & Employee Relations

Acknowledged on behalf of the Association:

*Don Roy*  
 \_\_\_\_\_  
 Don Roy, President, B.P.F.F.A., Local 1068

*07/09/98*  
 \_\_\_\_\_  
 Date

Letter #8

IN THE MATTER OF A MEDIATION / ARBITRATION

**BETWEEN:**

**THE BRAMPTON PROFESSIONAL FIRE FIGHTERS'  
ASSOCIATION, LOCAL 1068  
("The Association")**

**AND**

**THE CORPORATION OF THE CITY OF BRAMPTON  
("The Corporation")**

**Re: 1999-2000 Collective Agreement**

<b>Before:</b>	<b>M.G. Mitchnick</b>	<b>-</b>	<b>Mediator / Arbitrator</b>
	<b>Jeffrey Sack, Q.C.</b>	<b>-</b>	<b>Association Nominee</b>
	<b>Andrew Reistetter</b>	<b>-</b>	<b>Corporation Nominee</b>

**Spokespersons:**

<b>For the Association</b>	<b>-</b>	<b>Jeff Nester</b>
		<b>Don Roy</b>

<b>For the Corporation</b>	<b>-</b>	<b>Michael Kennedy</b>
		<b>Amanda Hunter</b>

## **AWARD**

This matter came before the board on February 1st, 2000, to settle the terms of the parties' 1999-2000 collective agreement. Having met with the parties extensively, the board now sets out its disposition of the issues below.

### **Salaries**

#### **First-class Firefighter**

Given the lack of agreement on other issues, the board awards that the rate of \$54,231 for the first-class firefighter be increased under this collective agreement as follows:

Effective January 1, 1999	\$56,033
Effective August 15, 1999	56,880
Effective January 1, 2000	58,302

The rates for all other ranks are to be adjusted accordingly, effective the same dates.

## **Mechanic**

In accordance with the agreement of *the parties*, the rates for the Mechanic classification are to be adjusted, effective January 1, 2000, to the following:

1 Class 95%

2<sup>nd</sup> Class 90%

3<sup>rd</sup> class 85%

4<sup>th</sup> Class 82.5%

The first-class firefighter/mechanic classification is to be deleted.

## **First-class Training Officer**

The board increases the first-class Training Officer rate to 110%, effective with the date of the board's award.

## **Benefits**

**Dental:** A new benefit for Major Restorative is to be introduced, with 50% co-insurance, and an annual cap of \$1500 per person.

**Out of Country Coverage:** Coverage through the Global Medical Assistance Card is to be introduced.

The above new benefits shall apply to both current employees and retirees, and shall be put in place by the City within 30 days of the date of the board's award.

### **Joint Committees**

The parties in their discussions leading up to and during these negotiations have identified a number of areas of concern, some of which are already under the administration of joint committees. The parties appear generally able to work effectively together, and the board would like to see the remaining nine months of this collective agreement used to flesh out policies for the areas affected.

### **Fitness/Wellness**

The board recognizes the value of joint discussion of all current issues relating to "Wellness" for employees, and directs the parties to strike a joint committee for that purpose.

### **Modified Work**

The board recognizes the value of Modified Work Programs and directs the parties to strike a joint committee for the purpose of further discussing this issue.

### **Uniform/Fatigue Point System**

The Corporation is seeking to standardize the maximum annual point allowance, as well as to effect a review of the present system's point allocation against current apparel values. It also has a concern over some examples it has extracted of questionable usage, and would like to turn such issues over to the administration of a Joint Clothing Committee. The Association for its part also has identified some issues, including the question of annual carry-over of unused points.

Once again, the board directs the appointment of a new joint clothing committee to review all current issues with respect to the collective agreement's points system.

### **Lateral Transfers**

As discussed by the parties, a joint committee is to be struck on the subject of Lateral Transfers.

### **Automatic Aid**

As discussed by the parties, a joint committee is to be struck on the subject of Automatic Aid.

### **Committees - General**

With respect to all of the above-mandated committees, the following provision shall apply and be included in the collective agreement:

Each subcommittee will consist of two representatives from each of the

Corporation and the Association. The subcommittee will endeavour to meet during working hours, with the time to be treated in accordance with Article 19.02.

### **Fire Chief's Designate**

The words "or designate" are to be inserted after the words "Fire Chief" as set out in the various articles at pages 19 and 20 of the Corporation's brief. A new, general paragraph Article 1.04 is to be added to the collective agreement, to read:

Where the words "Fire Chief or designate" are used in this agreement, the "designate" shall be drawn from the non-union managerial staff of the Brampton Fire and Emergency Services. Where the managerial function in question involves a particular division of the Brampton Fire and Emergency Services, the "designate" will be drawn from the appropriate or affected Division of Brampton Fire and Emergency Services. The Deputy Chief can be the "designate" for any Division

### **Job Transfers**

The Corporation's proposed revisions to the language of Articles 11.01 and .02 are accepted, so that the language will now read:

11.01 **JOB TRANSFERS** - Should an employee become unfit to perform the work customarily and regularly performed within his Division, the Fire Chief will attempt to place him in another Division within Brampton Fire and Emergency Services. A vacant job classification must exist before such consideration can be



contemplated and the employee in question must have the necessary skill and ability to perform such vacant job classification. The decision of the Fire Chief, after consultation with the Association, will be final in this matter,

**11.02 JOB TRANSFER SALARY ADJUSTMENT** - An employee who transfers to another job classification, as per Clause 11.01 above, which is set at a lower salary level than the job classification from which he is transferring, shall revert to the 1st Class salary level of the classification from which he is transferring on date of transfer if his rank is higher. A 1st Class employee transferring to a lower paid job classification will maintain his 1st Class salary level on date of transfer. In both situations the 1st Class salary level being paid on the date of transfer shall be frozen and the person in question shall not receive any future salary increases until such time as the rate of pay in his new job classification exceeds that of his frozen salary level.

The above revisions are to cause no prejudice to the position of any employees under the existing language.

### **Housekeeping Items**

All Housekeeping items are to be incorporated into the collective agreement in accordance with the jointly signed Memorandum of Agreement of February 8, 2000, filed with the hard.

The board will remain seized until such time as the new (1999-2000) collective agreement is in place.

Dated at Toronto this 14th day of March, 2000.



---

M. G. Mitchnick

I Concur

"Andrew Reistetter"

---

Andrew Reistetter - Employer Nominee

I Concur

"Jeffrey Sack"

---

Jeffrey Sack - Association Nominee

ADDENDUM OF ASSOCIATION NOMINEE  
JEFFREY SACK

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON


(THE "EMPLOYER")

AND

THE BRAMPTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION

(THE "ASSOCIATION")

I concur in the award as a whole. The emphasis this year has been on salary adjustments. There are, however, many issues which will require extensive discussion between the parties each of which has its own particular concerns. Hopefully, they will be able to reach an accommodation on their respective interests. In the meantime, the parties are to be commended for their effective presentations during the mediation-arbitration process.

  
Jeffrey Sack  
Association nominee

**ADDENDUM OF CORPORATION NOMINEE  
ANDREW REISTETTER**

**IN THE MATTER OF AN INTEREST ARBITRATION**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF BRAMPTON**

**(THE 'EMPLOYER')**

**AND**

**THE BRAMPTON PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**(THE 'ASSOCIATION')**

I concur with the Award, however, the Corporation has identified clear misuses with the current practice involving sick leave and uniforms. The Association has indicated it is prepared to discuss those items in Committee. If the Association does not co-operate and address those issues in a realistic fashion in the Committees contemplated by this Board, then the next Board should award the Corporation's proposals for uniforms and modified work,

  
Andrew Reistetter  
Andrew Reistetter