

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON

(hereinafter referred to as the “the CORPORATION”)

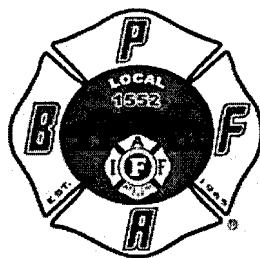
OF THE FIRST PART



– and –

**BURLINGTON PROFESSIONAL FIRE FIGHTERS’
ASSOCIATION, LOCAL 1552, OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

(hereinafter referred to as the “the ASSOCIATION”)



**BURLINGTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION**

OF THE SECOND PART

FOR THE TERM SEPTEMBER ■ 2009 – April 30, 2011

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ARTICLE 1 — SCOPE AND RECOGNITION

1.01 The Corporation recognizes the Association as the exclusive Bargaining Agent for all Firefighters, Communicators, Members of the Fire Prevention, Maintenance and Training Divisions of the Burlington Fire Department in accordance with the Fire Protection and Prevention Act 1997 (FPPA) with the exception of the Fire Chief, and two (2) Deputy Fire Chiefs, one (1) Deputy Chief, one (1) Secretary to the Director, one (1) Business Process Analyst and two (2) Application Support Analysts.

Note: In this clause and subsequent clauses Firefighters' means all members of the Suppression Division with the exception of Probationary Firefighters.

1.02 All employees recognized in Article 1.01 shall be required to serve a probationary period of twelve (12) months before being confirmed as full-time employees. During this probationary period they will not be covered under the grievance procedure established in this Agreement nor in other clauses of the Agreement except where specifically mentioned. For the purpose of seniority, a probationary employee confirmed as a full-time employee will have their seniority date established from their date of employment.

1.03 (a) In determining an employee's length of service for seniority purposes, computation shall begin on the date that the employee began work as a full-time firefighter with the Corporation. Former employees re-entering the service after continuity of service has been broken, shall be considered new employees, and seniority shall start as of the date they re-enter service.

(b) Seniority shall be used in determining preference or priority for promotions (as provided for in Article 14), demotions (occasioned by lay-offs), vacations, lay-offs and recalls.

- 1.04 (a) When demotions are necessitated for a specific rank above the rank of first class due to layoffs or restructuring their length of service in said rank will determine their seniority.
- (b) Should the above prove equal, then the class shall prevail. Individual's seniority in the rank directly below their present rank but above the rank of first class.
- (c) Should (a) and (b) prove equal or non-applicable, then the individual's seniority in the Captains Acting Status List (referred to in Article 14.04) shall prevail.
- (d) Should (a), (b) and (c) prove equal, then the individual's seniority on the Department's Seniority List shall prevail.
- 1.05 Nothing in this Agreement shall be interpreted as applying to volunteer firefighters or to the operation of the Volunteer Fire Force.
- 1.06 Except in the case of an emergency, and except to the extent of current practice, including current practice as it relates to volunteer firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any employee or other person not so covered.

ARTICLE 2 — ASSOCIATION MEMBERSHIP DUES

- 2.01 All members of the bargaining unit recognized under Article 1.01 shall authorize the deduction of monthly Association dues on a form supplied by the Corporation. Such authorization shall be irrevocable during the term of this Agreement. The members in the Divisions identified shall be required to pay Association monthly dues on completion of their probationary period of employment.

- 2.02 The Corporation will, upon written authorization of the Association, deduct dues and assessments in the amount authorized by the Association, from the regular pay cheques and a cheque for the total amount accumulated shall be forwarded to the Treasurer of the Association on or before the 15th of the month following.
- 2.03 The Association indemnifies and saves harmless the Corporation from any action which may arise from the application of the articles speaking to Association membership dues.

ARTICLE 3 — MANAGEMENT RIGHTS

- 3.01 The Association recognizes that it is the exclusive function of the Corporation to direct the workforce, including the right to direct, plan and control working operations, the right to hire, classify, transfer, promote, demote, dismiss employees and the right to introduce new and improved facilities and methods to improve the efficiency of the Fire Department, subject to the express provisions of this agreement. The Association recognizes the right of the Corporation to make and alter rules and regulations to be observed by the employees provided such rules do not contravene the provisions of this Agreement.

The Corporation reserves the right wherever possible to employ physically handicapped individuals in the Communications Division of the Fire Department.

- 3.02 A committee shall be formed consisting of the Fire Chief, two (2) Deputy Fire Chiefs, one (1) Deputy Chief, the Association President, Vice-president, Secretary and an Executive Board member as appointed by the Association Executive. The purpose of the committee shall be to discuss problems of mutual interest. This committee shall not have any of the duties of a negotiation or grievance committee established under this Agreement. The

committee shall meet on schedule as mutually agreed to by the Association and Management. Agenda items shall be exchanged by both parties one week in advance of every regular meeting. A copy of all such agendas will be sent to the Executive Director of Human Resources.

3.03 If service restructuring or technological change compels a reduction in complement of the Fire Department, consultation shall occur between the Corporation and the Association with a view to minimizing force reductions and developing a programme of re-training and re-deployment to maintain constructive employment for all employees.

Within 15 days after the City makes the decision to introduce or implement substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall make disclosure to the Association of the effects of the change(s) on any employee(s).

Any termination of employment occasioned by service restructuring or technological change shall only occur after the Association and employee(s) concerned has been given ninety (90) days' written notice.

3.04 Staffing of apparatus shall consist of the following:

- Aerial: (Secondary Vehicle) 2 Firefighters
- Pump: (Primary Vehicle) 4 Firefighters
- Rescue: (Secondary Vehicle) 2 Firefighters
- Pumper/Rescue: (Primary Vehicle) 4 Firefighters
- Quint: (Primary Vehicle) 4 Firefighters

Plus one (1) Platoon Chief

3.05 The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties excluding wilful and malicious damage. Legal counsel, when required, will be provided by the employer.

- 3.06 Where an employee is charged with a criminal or statutory offence directly related to their duties, while on duty, the said employee shall be provided with in-house legal services.

ARTICLE 4 — DISCRIMINATION AND COERCION

- 4.01 The parties agree that there shall be no discrimination or intimidation exercised or practiced by either of them or their representatives or members because of an employee's participation or activity in the Association. There shall be no solicitation for membership or other Association activity on the Corporation premises without the written authorization of the Fire Chief.

ARTICLE 5 — HOURS OF WORK

- 5.01 **Suppression Division:** Firefighters shall be required to work on a two platoon system, consisting of a ten (10) hour day shift and a fourteen (14) hour night shift with an average of not more than forty-two (42) hours per week.
- 5.02 **Fire Prevention Division:** The positions of the **Fire Prevention Officer, Public Education Officer and Fire Prevention Inspector** shall work for (4) consecutive days per week consisting of ten (10) hours per day for a total of 40 hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operational requirements, personnel may be required to work five (5) consecutive days per week consisting of eight (8) hours per day for a total of 40 hours per week.
- 5.02.1 **Chief Fire Prevention Officer:** shall work five (5) days per week, consisting of eight (8) hours per day, for a total of forty (40) hours per week.

- 5.02.2 **Training Division:** The position of **Training Officer** shall work four (4) consecutive days per week consisting of ten (10) hours per day for a total of 40 hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operational requirements, personnel may be required to work five (5) consecutive days per week consisting of eight (8) hours per day for a total of 40 hours per week. Given the nature of their duties, personnel in the Training Division will be required, from time-to-time, to work flexible hours (i.e. Volunteer training).
- 5.02.3 **Communications Division:** The position of the Communicator shall be required to work on a two (2) platoon system, consisting of two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts with an average of not more than **forty-two (42)** hours per week.
- 5.02.4 **Communications Coordinator:** The position of Communications Coordinator shall work five (5) days per week, consisting of eight (8) hours per day, for a total of forty (40) hours per week. Given the nature of this work, personnel in this position will be required, from time-to-time, to work flexible hours.
- 5.02.5 **Mechanical Division:** Personnel in the Mechanical Division shall work a two (2) shift system consisting of five (5) consecutive shifts per week, consisting of eight (8) hour shifts for a total of 40 hours per week.
- 5.03 **All** overtime authorized by management or by the officer in charge and worked shall be compensated by either time and one-half off or additional pay at the rate of one and one-half times the regular rate of pay, the choice to be that of the individual employee. For purposes of this clause only, overtime periods of over fifteen (15) minutes shall be logged as overtime. Overtime

worked to replace an employee absent on a regular shift shall be paid at time-and-one-half or lieu time at time-and-one-half at the option of the employee.

5.03.1 Lieu time for firefighters shall be subject to scheduling by the Officer in charge.

5.03.2 **Banked Time:** A firefighter with less than 15 years service may bank up to a maximum of 136 hours in a lieu time bank. A firefighter having completed 15 years of service may bank up to a maximum of 192 hours in a lieu time bank. The lieu time used must not create any overtime costs for the Corporation. The use of the lieu time will be in accordance with rules established by the Fire Chief, in consultation with the Association. Under no circumstances will any lieu time hours banked be paid out in cash. If a firefighter leaves the employment of the Corporation for whatever reason but not including death or disability, any lieu time remaining in their bank will be forfeited.

5.04 A firefighter recalled to work by the Fire Chief, Deputy Fire Chief(s) or Officer in charge after having left the premises shall be paid a minimum of three (3) hours at the rate of time and one-half.

5.05 Requests for shift changes shall be considered in accordance with the policies established by the Fire Chief, in consultation with the Association.

5.06 A firefighter who volunteers to attend any training activity outside of the normal scheduled work time will be compensated at the rate of straight time.

ARTICLE 6 — VACATIONS

6.01 (a) In the calendar year an employee is hired, their vacation shall be calculated based on the number of months left in the year. For the purpose of this calculation the month of hire is included. Vacation time

calculated will be rounded to the nearest whole number as identified in "Chart C" attached.

- (b) An employee who has one (1) year of continuous service, but less than ten (10) years of continuous service shall be granted three (3) weeks vacation with pay.
- (c) An employee who has ten (10) years of continuous service, but less than fifteen (15) years of continuous service shall be granted four (4) weeks vacation with pay.
- (d) An employee who has fifteen (15) years of continuous service, but less than twenty (20) years of continuous service shall be granted five (5) weeks vacation with pay.
- (e) An employee who has twenty (20) years or more of continuous service shall be granted six (6) weeks vacation with pay
- (9) An employee with 25 years of service will be entitled to one additional vacation week, in that year only.

- 6.01.1 An employee's vacation pay shall be based on their standard basic rate of pay.
- 6.01.2 For those persons who are not eligible for the provision of article 7.01, if a paid holiday is observed during the employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.
- 6.01.3 The Fire Chief shall allocate vacation period. In allocating vacation periods, the Fire Chief shall have regard to the exigencies of the service, then to the wishes of the individual employee and their length of service in the Fire Department.

6.01.4 For the purposes of vacation, "Day" or "Night" shift shall be considered as the same.

6.02 (a) An employee shall not have the right to accumulate vacation and shall be required to take their vacation prior to December 31st in any year. For purposes of this clause, a continuous vacation period may be commenced up to and including December 31st.

(b) Should a carryover of vacation be required as a result of personal illness and/or injury, it must be re-scheduled on the first shift back to work and must be taken by March 31st.

(c) Should a carryover of vacation be required as a result of personal illness and/or injury that extends past March 31st of the following year, it must be re-scheduled on the first shift back to work and must be taken prior to December 31st of that vacation year.

(d) Vacation carryover will only be considered if there is no other available time prior to December 31st of that year.

6.03

(a) No vacation time shall be lost as a result of sick leave of up to six (6) months' duration or an accident or occupational illness covered by award of the Workplace Safety and Insurance Board incurred in the performance of duty.

(b) It is recognized that an employee who is awarded a Workplace Safety and Insurance Board pension and ceases to be an employee shall not accumulate vacation leave entitlement.

6.04 Firefighters assigned to the Fire Prevention Division, Training Division, Mechanical Division and Communicators shall receive the equivalent of their normal workweek for each week of vacation to which they are entitled.

6.05 An employee who has twenty-five (25) years or more of continuous service as of January 1, 2007 will remain eligible for up to a maximum of nine (9) weeks vacation in their retirement year. Of the nine (9) weeks the maximum cash payout in their retirement year will be three (3) weeks.

6.06 If the Fire Chief is notified by December 31st of the year prior to retirement, an employee who has less than twenty-five (25) years of continuous service as of January 1, 2007 will be eligible for a maximum of up to six (6) weeks vacation in their retirement year. Of the six (6) weeks the maximum cash payout in their retirement year will be three (3) weeks.

“CHART C”

Vacation Entitlement in First Year of Employment

1. Employee with less than one (1) year of continuous service.
2. Maximum of two (2) weeks equalling eight (8) days/nights entitlement.
3. Based on eight (8) days/nights divided by twelve (12) months.
4. Vacation granted in advance based on earned and used in the same year

Month			Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
# of Day/Nights Entitlement	8	7	7	6	5	5	4	3	3	2	1	1
% of Year	8	7.3	6.7	6	5.3	4.7	4	3.4	2.7	2.0	1.3	0.7

ARTICLE 7 — STATUTORY AND DECLARED HOLIDAYS

7.01 In lieu of statutory and declared holidays, each Firefighter and Communicator, including Probationary shall receive thirteen (13) days' pay in each calendar year at the rate of straight time.

7.02 In addition to the holidays specified in 7.01 above, special holidays proclaimed by the Mayor and/or any other senior level of Government (Provincial or Federal) shall be paid on the same basis as in 7.01 above.

7.03 Firefighters and Communicators (including Probationary) commencing employment during the calendar year shall receive holiday pay based on the number of holidays remaining in the year they commenced employment.

7.04 Payment shall be made on the basis of the employee's rate of pay as of December 1st in the year concerned and the number of working days in the year.

7.05 For the purposes of calculating payment under 7.02, 7.03 or 7.04, the following list of holidays shall be used:

- | | |
|-----------------------|-------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Eve |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | |

7.06 An employee assigned to the Fire Prevention Division, Training Division or Mechanical Division will be granted holidays with pay on the day they occur provided they fall on a regularly scheduled work day and provided the employee is in attendance the required shift immediately before and after the said holiday.

ARTICLE 8 — HEALTH AND WELFARE

8.01

- (a) Employees shall be entitled to sick leave according to the following schedule:

Under three (3) completed months service:	one (1) week fully paid sick leave per completed month of service;
After three (3) completed months service:	<ul style="list-style-type: none">(a) One (1) week fully paid sick leave per completed month of service, plus(b) Two-thirds (2/3) pay for sufficient weeks that when combined with the entitlement earned in (a) above, will total fifteen (15) weeks.
After eight (8) completed months service:	<ul style="list-style-type: none">(a) One (1) week fully paid sick leave per completed month of service, plus(b) One (1) week per completed month of service at two-thirds (2/3) pay to a maximum of ten (10) weeks.
After twelve (12) completed months service:	Sixteen (16) weeks fully paid sick leave, plus ten (10) weeks sick leave at two-thirds (2/3) pay.

Sick leave shall be administered on a calendar year basis and shall be renewed annually on January 01, providing the employee is actively at work or on authorized vacation leave on the employee's first regularly scheduled working day in the new calendar year.

For the purpose of this clause, any illness which extends into another calendar year shall be considered as an illness in the year in which it commenced, and any new entitlement will not be available until the employee has returned to work for not less than ten (10) working days (eight (8) days for employees in the Suppression Division) in the new calendar year.

Should, in a calendar year, an employee who has over twelve (12) completed months service and thus entitled to full sick leave coverage

(16 weeks full pay, plus 10 weeks at 2/3 pay) exhaust his sick leave entitlement the Corporation will ensure a further fifteen (15) weeks of sick leave at two-thirds (2/3) pay up to the maximum of the current Unemployment Insurance benefit on the following basis:

- (1) in the event of a new disability the employee must have returned to work for a period of at least one (1) calendar month following the exhaustion of their former benefits;
- (2) in the event of a re-occurrence of the former disability, the employee must have returned to work for a period of at least three (3) calendar months following the exhaustion of his former benefits.

No monies shall be advanced to City employees against any claim before the Workers' Compensation Board, except to the extent that the sick leave accumulation of the employee would cover the amount so advanced.

Employees claiming sick pay under this clause may be required to supply a physician's statement and the Corporation shall pay to a maximum of \$30.

8.01

- (b) The parties recognize that any unemployment insurance premium reduction accruing to the Corporation as a result of the sick leave plan shall remain entirely with the Corporation.

8.02

- (a) Employees *off* duty temporarily due to an accident or occupational disease, compensable under the Workplace Safety and Insurance Act, shall be paid full salary, not to exceed the employee's pre-injury net bi-weekly pay, during such period to the limit of their sick leave eligibility.

(Application as per Agreement signed June 14, 1991, covering one (1) year duration, cost calculation for sick leave and top-up, etc.).

- (b) This clause will not be applicable if the employee has not promptly reported the accident and complied with any request for information by the Workers' Compensation Board.

8.03

- (a) The Corporation will pay 100% of the premium costs of the following benefits:
 - (1) Ontario Health Insurance Plan (O.H.I.P.)
 - (2) Group life insurance at a benefit rate of 2 times annual salary with A.D. and D.
 - (3) Major medical to include a prescription drug insurance plan with a \$10.00 (single) and \$20.00 (family) annual deductible. Vision/Laser Eye care will be provided with \$325.00 per two calendar years maximum in 2007, and \$350.00 maximum effective January 1, 2008 per two calendar years.
 - (4) Basic with Rider 1 dental health insurance plan at 100% of insured charges with a 9-month minimum for dental recall for adults and children over 16 years of age; Riders 2 and 4 at 80% of insured charges to a maximum of \$1750.00 respectively per insured person in twelve (12) consecutive months; Rider 3 at 50% of insured charges to a lifetime maximum of \$2,000.00 per dependent child. Dental health insurance plan subject to \$10.00 (single) and \$20.00 (family) deductibles. Current year O.D.A. rates shall apply.
 - (5) Umbrella paramedic coverage consisting of Chiropractic, Massage, and Acupuncture will be provided to each member of

a family to a maximum of \$675.00 effective January 1, 2007 and to \$750.00 effective January 1, 2008. per insured person per year, for any combination of the services stated. Add Chiropracist, Osteopath, and Podiatrist effective January 1, 2007.

- (6) Orthotics coverage to a maximum of \$500 per annum.
 - (7) The drug plan will cover generic drugs only, unless the physician instructs otherwise.
 - (8) PSA screening/testing – annually – capped at current Provincial Fee rate effective January 1, 2007.
-
- (b) Employees shall participate in the basic Ontario Municipal Employees Retirement System (OMERS) pension plan and in the Canada Pension Plan and their contributions shall be matched by the Corporation. For the purposes of these pension plans "contributory earnings" shall be defined as regular basic salary only. In addition, the Corporation will provide Permanent Partial Disability benefits (as provided under an OMERS Type III supplemental agreement).
 - (c) Upon completion of their probationary period, employees shall join and sustain a Long-Term Disability (LTD) insurance plan having a six (6) month waiting period for payment of benefits and a monthly benefit rate of 66-2/3% of regular monthly salary. The premium costs of this LTD Plan shall be fully paid by employees individually, but employees shall receive a pay supplement each month equivalent to their LTD insurance premium. Benefits coverage for employees on LTD consisting of OHIP, Major Medical and Dental to continue while employee on LTD.
 - (d) For employees retiring under the conditions of Article 8.04, or provision of early retirement covered by OMERS, the following shall apply:

(1) The Corporation will pay 100% of the premium for O.H.I.P., Group Life Insurance, Major Medical and Dental Health.

(e) The benefits available in 8.03(d) will cease to be available to the employee on attainment of age 65 years subject to the following spousal exception:

The Corporation will make available to the spouse of all retired members (the spouse being the named beneficiary at the time of retirement), upon the attainment of 65 years of age of the member, coverage available in the collective agreement for single coverage for medical, dental, and hospital benefits on the following cost-shared basis:

(1) For the period of 24 months or age 65 of the spouse, whichever comes first, for a member who retires with:

15 years service	100% premium to be paid by the member
20 years service	75% premium to be paid by the member
25 years service	50% premium to be paid by the member
26 years service	45% premium to be paid by the member
27 years service	40% premium to be paid by the member
28 years service	35% premium to be paid by the member
29 years service	30% premium to be paid by the member
30 years service	25% premium to be paid by the member

(2) After 24 months, up to an additional 36 months or age 65 of the spouse, whichever comes first.

The Corporation will make available to the member with a younger spouse, coverage with 100% of the premium cost to be paid by the member.

Note: The coverage described above excludes out-of-country coverage and is restricted to residents of the Province of Ontario. To

ensure benefit coverage, the Human Resources Department must be notified within the six (6) month period **prior to the retired member reaching age 65**. It is the members' responsibility to contact the City to activate these benefits. The City will determine the premium payment system. The benefits outlined are provided on the understanding that OHIP is the first payer. If Provincial legislation changes such that more costs must be paid by the benefit provider, the City reserves the right to alter and amend the cost-sharing arrangement to maintain the cost-sharing amount equivalent to a second payer system as in 2003.

- 8.04 In recognition by the parties of the unique bona-fide physical and mental requirements of the work, employees shall retire at age sixty (60) pursuant to Corporation By-Law No. 2233, as amended.

Communicators will be required to join the Ontario Municipal Employee Retirement System and compulsory age of retirement shall be age 65, effective August 1, 1998.

- 8.04.1 During a regular full-time employee's last year of service prior to retirement, as provided by the Ontario Municipal Employee's Retirement System, they shall be granted additional vacation entitlement in time or lump sum payment in the ratio of one (1) day's additional vacation for each year of service with the Corporation. The provisions of this article are available only to individuals who retire directly from active service or, to individuals who are receiving Long Term Disability benefits and they retire within the first 24 months of being in receipt of Long Term Disability benefits. For calculation purposes, service entitlements shall include the time while on LTD up to 24 months.

- 8.05 Monthly payments to the widow or other dependent as designated by the Workplace Safety and Insurance Board (WSIB) of an employee killed on duty will be made for two (2) calendar years to provide the difference between any

WSIB award of a monthly pension and two years' salary at the employee's basic rate at the time of their death. In the event of a lump sum payment by WSIB, the difference to make up two (2) year's salary will be paid by the Corporation.

8.05.1 The Corporation agrees to maintain benefits to the survivors of an employee killed in the line of duty until the employee's normal age of retirement, or such time as the survivor re-marries. Remarriage to be defined as recognized under the *Family Law Act* RSO 1990 including revised statutes applicable during the term of this collective agreement.

8.05.2 In consideration for the maintenance of payments and benefits provided for in articles 8.05 and 8.05.1 the survivor is obligated to promptly report any changes in marital and dependent status.

ARTICLE 9 — UNIFORMS AND EQUIPMENT

9.01 (a) Upon appointment to the Burlington Fire Department, all employees shall be issued the following bundle:

- (1) Fatigue trousers – 4 pair
- (2) Fatigue jacket – 1
- (3) Fatigue shirts – 4 short sleeve and 4 long sleeve
- (4) T-shirts – 4
- (5) Safety Shoes – 1 pair
- (6) Badges – (breast and cap) – 1 each
- (7) Baseball Cap – 1

- (8) Touque – 1
- (b) Employees who have completed the probationary period shall be issued with the following additional uniform clothing which, when combined with the items listed in 9.01(a) above, shall be deemed a complete uniform issue.
 - (1) Dress uniform to include 1 cap, 1 tunic, 2 pair of dress trousers, 1 parka, 1 white dress shirt, 1 tie;
 - (2) Any other item of clothing deemed appropriate by the Fire Chief.

Employees who are senior officers, or officers of the Fire Prevention Division shall be issued with the following supplementary uniform issue:

- (3) 1 fall coat
- (4) 1 pair gloves
- (5) 1 hat cover
- (6) Any other item of clothing deemed appropriate by the Fire Chief.
- (c) Uniforms and equipment for all members except Senior Officers will be replaced, as per the clothing maintenance point distribution system outlined under Appendix “D” of this agreement.
- (d) Uniforms and equipment for Senior Officers will be replaced as required by wear and tear, as determined by management.
- (e) Canadian Standards Association Safety footwear shall be worn on duty by all employees unless deemed unnecessary by management.
- (f) All safety footwear will be replaced as per the clothing maintenance point’s distribution system except for Senior Officers. Safety footwear

for Senior Officers will be replaced as required by wear and tear, as determined by management.

9.02 The supply of uniforms shall require the employee to whom they are issued to be, in the opinion of management, properly, cleanly and smartly dressed while on duty.

9.03 Staff requiring protective clothing to fulfill their duties shall receive such protective clothing (helmet, bunker gear, gloves and mitts) as is needed and such clothing will be replaced at the Department's expense when warranted by damage or wear to original or subsequent issues.

9.04 The Corporation shall supply cleaning vouchers to bargaining unit members according to the following schedule:

(The trading, sharing and/or duplication of cleaning vouchers is strictly prohibited).

- (1) For parkas and Fall coats; One (1) voucher per item per year.
- (2) For dress tunics and dress trousers issued to Platoon Chiefs or senior officers, and officers in the Fire Prevention Division: two (2) vouchers per item per month.
- (3) For dress tunics and dress trousers issued to employees not specified in clause 9.04(ii) above: two (2) vouchers per item per year
- (4) Shirt cleaning - vouchers will be provided to allow six shirt cleanings per month.

ARTICLE 10 — GRIEVANCEPROCEDURE

10.01 The Association shall appoint a Grievance Committee of four (4) members and shall file notice annually with the Corporation of the names of the

employees serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the said Grievance Committee which may take place.

10.02 Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration, believed contrary to this agreement or the accepted departmental rules and regulations, or as a result of any disciplinary action involving any employee(s), the employee(s) concerned may then proceed with the complaint or grievance as provided under Section **10.04**.

10.03 The Corporation may refuse to consider any grievance, the alleged circumstances of which occur more than ten **(10)** working days preceding action taken in Step Two **(2)** of the Grievance Procedure.

10.04 , **Step One**

A complaint of an employee's shall not be considered a grievance until his immediate superior officer has been given an opportunity to adjust the complaint. The officer shall reply to the complaint within forty-eight **(48)** hours. For the purpose of this clause, immediate superior officer in suppression will be defined as the Platoon Chief.

10.05 **Step Two**

If the complaint is not adjusted to the employee's satisfaction in Step One, the grievance should be presented in writing to the Fire Chief who shall meet with the representatives of the Association within ten **(10)** working days. A written reply shall be made by the Corporation within ten **(10)** working days of the meeting.

10.06 **Step Three**

If the grievance is not satisfactorily resolved at step two, it shall be presented within twenty **(20)** working days to the Executive Director of Human

Resources and the General Manager. A written reply shall be made by the Corporation within ten (10) working days of the meeting.

10.07 **Step Four**

If the grievance is not satisfactorily resolved at step three, the parties agree that it shall be referred to a Mediator. The parties agree to share the cost of the Mediator on a 50/50 basis to a maximum of \$1500.00 per party for each calendar year.

The parties shall agree to a list of up to three (3) mediators. After expending a maximum of \$1,500.00 each in the calendar year, further mediation will only occur with mutual agreement by the parties on grievance by grievance basis. If there is no agreement, the grievance may proceed to arbitration.

10.08 Any of the time elements referred to in the foregoing Grievance Procedure may be extended by agreement between the parties.

10.09 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view any disputed operation and to confer with the necessary witnesses.

ARTICLE 11 — DISCHARGE CASES

11.01 Discharge cases will be considered as a grievance commencing at Step Three (3) of the Grievance Procedure provided the grievance is lodged within ten (10) working days of the employee's discharge.

ARTICLE 12 — ARBITRATION

12.01 The grievance that has not been settled by application of the Grievance Procedure in Article 10.00 may be taken to Arbitration, as provided in Section 53, of the *Fire Protection and Prevention Act*. The parties agree to share the cost of the Arbitrator on a 50/50 basis.

12.02 An employee shall only be discharged or disciplined for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement which, in the opinion of the Arbitration Board or the single Arbitrator, is deemed to be just and equitable.

12.03 No Arbitration Board or single Arbitrator hearing a grievance shall have the right to alter, modify, add to or amend any part of this agreement

ARTICLE 13 — RENUMERATION

13.01 SUMMARY OF RATES AND DIFFERENTIALS

Position		Sep 1 2009	Jan 1 2010
Suppression			
Platoon Chief	130	\$102,818	\$105,698
Captain	116	\$91,746	\$94,315
Acting Captain	108	\$85,418	\$87,810
1 st class	100	\$79,091	\$81,306
2 nd class	90	\$71,182	\$73,175
3 rd class	80	\$63,273	\$65,045
4 th class	70	\$55,364	\$56,914
Probationary	65	\$51,409	\$52,849
Fire Prevention			
Chief Fire Prevention Officer	130	\$102,818	\$105,698
Fire Prevention Officer	116	\$91,746	\$94,315
Public Ed Officer	100	\$79,091	\$81,306
Inspector 1 st class	108	\$85,418	\$87,810
Inspector 2 nd class	100	\$79,091	\$81,306
Inspector 3 rd class	90	\$71,182	\$73,175
Inspector 4 th class	80	\$63,273	\$65,045
Inspector Probationary	70	\$55,364	\$56,914
Fire Prevention Secretary		\$49,976	\$51,375
Training			
Training Supervisor	120	\$94,909	\$97,567
Training Officer	116	\$91,746	\$94,315
Clerk Typist		\$45,939	\$47,225
Dispatch			

Position		Sep 1 2009	Jan 1 2010
Communications Coordinator	116	\$91,746	\$94,315
Dispatch 1 st Class	100	\$79,091	\$81,306
Dispatch 2 nd Class	90	\$71,182	\$73,175
Dispatch 3 rd Class	80	\$63,273	\$65,045
Dispatch 4 th Class	70	\$55,364	\$56,914
Dispatch Probationary	67	\$52,991	\$54,475
Mechanical			
Mechanic	100	\$79,091	\$81,306
Mechanic Supervisor	116	\$91,746	\$94,315

13.02 Each employee who is required, by authority of the Fire Chief of the Fire Department, to act in the capacity of a higher rank shall be paid the rate of such acting rank in respect of all days thus worked (Excludes Communicators).

13.03 Long Service Pay shall be paid annually to all members of the Communication and Mechanical Divisions of the Burlington Fire Department as follows:

- (1) after five (5) years service and less than ten (10) years service - \$60.00.
- (2) after ten (10) years service and less than fifteen (15) years service - \$120.00.
- (3) after fifteen (15) years service and less than twenty (20) years service - \$180.00.
- (4) after twenty (20) years service and less than twenty-five (25) years service - \$240.00.
- (5) after twenty-five (25) years service and less than thirty (30) years service - \$300.00.

- (6) after thirty (30) years service and less than thirty-five (35) year service - \$360.00.
- (7) after thirty-five (35) years service and less than forty (40) years service - \$420.00.
- (8) after forty (40) years service and less than forty five (45) years service - \$480.00.
- (9) after forty-five (45) years service and less than fifty (50) years service - \$540.00.
- (10) long service shall be paid annually on the first scheduled pay date in the month of December.

13.04 On all shifts and at each station staffed by full-time firefighters, a Captain shall be in charge of such station and pump/rescue or primary response vehicle from such station. Where multiple vehicles are assigned to one station, the Officer(s) in charge of the second and subsequent vehicles will be paid at the rate of 108%. Where no Officer(s) is/are available to fill the positions stated above, the most senior qualified firefighter may be detailed to assume those responsibilities and shall be paid at the wage rate commensurate to those duties.

13.05 During the calendar year, acting time created for the rank of Captain and Platoon Chief due to vacancies and attendance at the Ontario Fire College and any other reason, shall be shared on a reasonably equal basis by those qualified under the terms of this collective agreement.

13.06 In addition to salary as set out in Article 13, the Corporation shall pay Recognition Pay based on the 1st Class base rate to all members in the Suppression, Training and Prevention as follows:

Effective July 1, 2006

1% after the completion of 8 years service

2% after the completion of 17 years service

	3% after the completion of 23 years service
Effective January 1, 2007	1% after the completion of 8 years service 3% after the completion of 17 years service 4% after the completion of 23 years service
Effective July 1, 2007	1% after the completion of 8 years service 4% after the completion of 17 years service 7% after the completion of 23 years service
Effective December 31, 2007 (at 11:59:59 p.m.)	2% after the completion of 8 years service 5% after the completion of 17 years service 8% after the completion of 23 years service
Effective July 1, 2008	3% after the completion of 8 years service 6% after the completion of 17 years service 9% after the completion of 23 years service

This premium shall be included as salary in calculating overtime, vacation, and statutory holiday pay, pension contributions, WSIB, and pregnancy/parental leave entitlements.

ARTICLE 14 — PROMOTIONS

14.01 When a Probationary Firefighter has completed the probationary period and has been confirmed as a 4th Class Firefighter, they shall remain in that class for twelve (12) months, upon completion of which they shall be advanced annually to the next higher class up to and including 1st Class, provided there is a satisfactory Fire Station record and they have passed an examination for advancement in rank.

- (a) When a Probationary Communicator has completed their probationary period and has been confirmed as a 4th Class Communicator, they shall remain in that class for twelve (12) months upon completion of which they shall be advanced annually to the next higher class, up to and including 1st Class, providing there is a satisfactory fire station record.

14.02 Promotion beyond First Class Firefighter shall be recommended only to fill a vacancy or an additional position authorized by the Corporation.

14.03 **PROMOTIONAL PROCESS**

In the Suppression Division authorized vacancies above the rank of First Class and up to the rank of Captain shall be staffed by the Fire Chief on the advice of an examination board consisting of the Deputy Chiefs and four Platoon Chiefs (or Acting Platoon Chiefs). The Executive Director of Human Resources or designate, as an observer, and the Training Supervisor will attend in an advisory capacity.

In recommending candidates for promotion above the rank of First Class, the examination board will consider all candidates who score at least 70% in an examination based on the following factors and possible point scores:

- | | | |
|-----|--|-----------|
| (a) | Verbal (40 points) and written (40 points) examination on related work: | 80 points |
| (b) | Physical condition based on latest medical examination: | No points |
| (c) | Seniority, 1 point for each completed year, plus the fraction of a point for the portion of the year completed to one decimal place, up to the date of posting, to a maximum of: | 20 points |

14.04 **ELIGIBILITY AND PROMOTION**

To be eligible for the examination cited in Article 14.03, a candidate must meet the following criteria:

- (a) Acting Captain:
 - (1) To participate in the examination process, a candidate must be within six (6) months of their seventh (7th) year of service.

- (2) To be eligible for placement on the Acting Captain Status List, a candidate must have successfully qualified under Article 14.03 and have completed seven (7) years of continuous service in the Suppression Division.
 - (3) The maximum number of positions available will be in accordance with Appendix "C".
 - (4) Acting Captains will be required to complete eight (8) years of continuous service in the Suppression Division prior to being in command of a primary vehicle.
- (b) Captain:
- (1) To participate in the examination process, a candidate must be within six (6) months of their second year anniversary as an Acting Captain.
 - (2) To be eligible for promotion to Captain, a candidate must have successfully qualified under Article 14.03 and have completed two (2) years of continuous service on the Acting Captain Status List.

To be eligible for examination cited in Article 14.13 a candidate must meet the following criteria:

- (c) Acting Platoon Chief:
- (1) To participate in the examination process, a candidate must be within six (6) months of their first year anniversary in the rank of Captain.

- (2) To be eligible for placement on the Acting Platoon Chief Status List, a candidate must have successfully qualified under Article 14.13 and have completed one (1) year of continuous service as a Captain.
 - (3) The maximum number of positions available will be eight (8).
- (d) Platoon Chief:
- (1) To participate in the examination process, a candidate must be within six (6) months of their first year anniversary on the Acting Platoon Chief Status List.
 - (2) To be eligible for promotion to Platoon Chief, a candidate must have successfully qualified under Article 14.13 and have completed one (1) year of continuous service on the Acting Platoon Chief Status List.

Any candidate, who has qualified during the previous 12 month period preceding the examination date, will be required to partake in a practical and/or oral examination.

Should two or more candidates score equally and the examination board be unable to select the most fitting candidate, or should the board be unable to reach a consensus decision on the appropriate candidate, the Fire Chief shall review all factors considered and shall make a final selection.

- 14.05 If at any time insufficient persons have applied for or been qualified for membership for the Acting Captain status list, the list may be expanded (on a per shift basis only) to meet emergency conditions. In expanding the list to meet emergency conditions, the Fire Chief shall select from the ranks of First Class Firefighters having considered each candidate's average score in 4th,

3rd, 2nd and 1st Class examinations, providing such have averaged 70% or better.

14.06 Persons gaining membership on the Acting status list in emergency conditions and by the operation of clause 14.05 shall not be deemed to be on the Acting status lists for purposes of clause 14.03/14.04.

14.07 Separate seniority lists shall be employed in the Firefighting, Fire Prevention, Communications and Maintenance Divisions.

14.08 An applicant promoted to a rank above First Class or transferred to another Division of the department will serve a probationary period of six (6) months before confirmation in the rank.

14.09 Vacancies occurring which could involve promotion or transfer to another Division of the department shall be posted by the Corporation for seven (7) calendar days. Applications in writing may be made by an employee or Officer within a further two (2) days.

14.10 **PROMOTIONS (Fire Prevention Division Only)**

Authorized vacancies in the complement of the Fire Prevention Division under Officer rank shall be staffed by promotional competition open to all employees of the Department. A member of any other Division selected for the Fire Prevention Division shall serve a probationary period of six (6) months before confirmation in the rank and shall be paid during the term of such probationary period the same rate they were earning immediately prior to their appointment. Thereafter they shall be advanced to the class in the Fire Prevention Division with a pay rate next higher to their rate during their probationary period. They shall be advanced through the ranks to First Class Fire Prevention Inspector on each twelve (12) month anniversary of the expiration of their probationary period provided there is a satisfactory Fire Station record and they have passed an examination for advancement in rank.

Competition for appointment of members of other Divisions to the Fire Prevention Division at other than Officer level shall be conducted by Fire Chief, Deputy Fire Chief and the Officer in charge of the Fire Prevention Division. The following factors will be considered and candidates must score 70% or better for appointment:

- (a) Verbal (40 points) and written (40 points) examination on related work: 80 points
- (b) Physical condition based on latest medical examination: No points
- (c) Seniority, 1 point for each completed year, plus the fraction of a point for the portion of the year completed to one decimal place, up to the date of posting, to a maximum of: 20 points

14.11 Authorized vacancies at Officer rank in the Fire Prevention Division shall be staffed by promotional competition, open to all employees in the Fire Prevention Division.

Competition for promotion to Officer rank in the Fire Prevention Division will be conducted by the Fire Chief, Deputy Fire Chief and the Executive Director of Human Resources or designate, on the following factors:

- (a) Graduation from the Ontario Fire College 20 points
- (b) Oral examination in which candidates will be required to demonstrate:
 - (i) Proven ability to communicate effectively establish rapport with public;
 - (ii) Proven ability to draw up comprehensive reports;
 - (iii) Demonstrated ability to conduct thorough investigations
 - (iv) Knowledge of Municipal By-Laws, Provincial and Federal Statutes governing Fire Safety;
 - (v) Ability to direct Fire Prevention Staff: 60 points
- (c) Seniority, 1 point for each completed year, plus the fraction of a point for the portion of the year completed to

one decimal place, up to the date of posting, to a maximum of:

20 points

For promotion candidates must have successfully graduated from the Ontario Fire College and score 75% or better in the above competition.

Should two or more candidates score equally in the above competition, the Fire Chief shall review all factors considered and make a final decision.

Appointees to the position of Chief Fire Prevention Officer shall serve a probationary period of six (6) months before confirmation in the rank.

14.12 Promotions(Acting Fire Prevention Officer)

The process set out in article 14.11 of the Collective Agreement, shall be used to create an acting Fire Prevention Officer list of two (2).

14.13 Promotions (Senior Officers)

Promotional competition interview boards for Platoon Chief, and Chief Fire Prevention Officer positions shall be comprised of the Executive Director of Human Resources or designate, Fire Chief and Deputy Fire Chiefs.

ARTICLE 15 — LEAVE OF ABSENCE

15.01 Any delegates, not exceeding three (3) in number, who may from time to time be duly authorized and designated by the members of the Association to attend the Annual Conventions of the Provincial Federation, International Association, their seminars or any other activities authorized, shall be granted such time off duty, with total time not to exceed 52 days within the calendar year, insofar as the regular operations of the Burlington Fire Department will

permit at the discretion of the Fire Chief; arrangement, replacement and any cost to the Corporation to be paid for by the Association.

- 15.02 The President, any two (2) members of the Executive of the Association and any officers of an affiliated body (subject to substitutes being provided at the expense of the Association), shall be granted such leave of absence as may be necessary for the proper performance of their offices, insofar as the regular operations of the services of the Fire Department will permit, and at the discretion of the Fire Chief.
- 15.03 Leave of absence without pay for personal reasons may be granted to an employee on written application to the Fire Chief for a period not exceeding five (5) working days. Leave of absence exceeding five (5) days may be granted on written application to the Executive Director of Human Resources and with the approval of the appropriate Committee of Council.
- 15.04 Up to four (4) days for shift workers and five (5) days for non-shift workers with pay shall be granted to an employee to make arrangements for and to attend the funeral of a member of their immediate family; immediate family to mean spouse, children, parents, legal guardians, sister, brother, grandparents and grandchildren and other family members covered in the Family Law Act. This includes, but is not limited to individuals related by marriage (In laws and Steps), and common law relationships.
- 15.05 One day with pay shall be granted to an employee to attend the funeral of their aunt or uncle, niece or nephew provided the employee supplies proof of attendance and subject to the approval of the Fire Chief.

ARTICLE 16 — WITNESS SERVICE

16.01 Job-Related

An employee who has been subpoenaed as a witness in a court of law or subpoenaed to appear before a governmental agency on a matter related to their duties as a member of the Fire Department of the Corporation:

- (a) Shall be granted time off at his regular rate of pay, less any compensation received for witness service to attend such court when on duty.
- (b) Shall be granted time and one-half off in lieu or in cash compensation when on off-regular duty time subject to scheduling by the officer in charge, less any compensation received for witness service.

16.02 Personal

Paid leave of absence shall be allowed for employees serving as a Subpoenaed witness in any court provided that such subpoenaed witness service is not longer than two working days. Requirements to attend beyond this limit may be approved for paid leave after consultation with Department Head and only at the discretion of the Executive Director of Human Resources and only upon written submission and when appropriate substantiation has been made. Payments received by the employee for subpoenaed Court witness service shall be reimbursed to the Corporation.

16.03 Witness Service for Retired Members

A retired member who has been subpoenaed as a witness in a court of law or subpoenaed to appear before a governmental agency on a matter related to their duties as a member of the Fire Department of the Corporation:

- (a) Re-imbusement for attending shall be calculated at the retired member's differential rate in effect at the date of their retirement.
- (b) The current Collective Agreement shall be used to determine the hourly rate for the differential calculation.

- (c) Any compensation received by the retired member from other sources for witness service shall be deducted from the re-imbusement owed by the Corporation.
- (d) The minimum re-imbusement for witness services will be three (3) hours, after which, re-imbusement will be calculated at an hourly rate based on straight time.
- (e) In order to receive re-imbusement the individual shall provide an invoice to the attention of the Fire Chief.

16.04 No overtime will be paid to those subpoenaed under Article 16.02.

ARTICLE 17 — MEDICAL EXAMINATION

17.01 Every employee covered by the terms of this Agreement shall have an annual medical examination from a Physician appointed by the Corporation.

The examination and/or further diagnostic procedures requested by the doctor will be paid for by the Corporation. The medical records of the Corporation will be made available to the Workers' Compensation Board on request by the Board or to an employee or their next-of-kin on request to assist in an appeal against a ruling of the Board.

ARTICLE 18 — GENERAL PROVISIONS

18.01 The Association may furnish the squad room with suitable furniture and fixtures as approved by the Fire Chief. Cost of purchase and maintenance of such furniture and fixtures to be borne by the members of the Association.

18.02 Such furniture to be used at such times as directed by the Fire Chief.

18.03 Future requirements for beds will be the responsibility of the Corporation.

- 18.04 An employee shall not be engaged in gainful employment other than that of an employee during his tour of duty.
- 18.05 The Association agrees to pay one-half of the costs for the printing and production of the Collective Agreement. The Corporation will invoice the Association for payment when the final costs for the production of the Collective Agreement are known to the Corporation.
- 18.06 When it is deemed necessary to meet with the Association's Negotiating Committee and such meetings are during normal working hours, the Association will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be on city premises.

ARTICLE 19 — DURATION

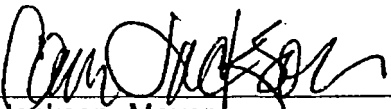
- 19.01 This Agreement shall remain in force and effect from **September 1, 2009 to April 30, 2011**, and year-to-year thereafter but either party may elect to give notice in writing to the other to amend this Agreement at any time between October 01 and October 31 prior to the expiry date hereof. Such notice and the negotiations arising from such notice shall be subject to the following conditions:
- (1) Notice to bargain will be filed with the other party, no later than October 31st of any year. Any proposed amendment(s) shall be filed with the other party within 20 days following receipt of the notice to bargain;
 - (2) All other clauses ~~of~~ the Agreement where a proposed amendment has not been requested by either party shall be renewed automatically;
 - (3) Unless mutual consent of the parties allows otherwise, only those clauses cited in the proposed amendment(s) referred to in (1) above shall be discussed at any negotiations arising there from.
- 19.02 Any monies owing for wages or recognition pay shall be paid out as of the effective date to all applicable Local 1552 members, including those who

retired or ceased employment during the duration of this agreement, less any interim payments.

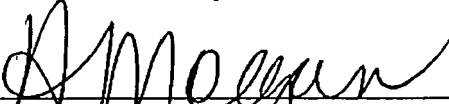
IN WITNESS WHEREOF the Corporation of the City of Burlington has affixed its corporate seal under the hands of its proper officers in that behalf, and the Burlington Professional Firefighters' Association, Local 1552, of the International Association of Firefighters has hereunder set its hands and seals.

Dated at **BURLINGTON, Ontario** this day of **OCTOBER** , **2010**


**ON BEHALF OF THE CORPORATION
OF THE CITY OF BURLINGTON**



Cam Jackson, Mayor



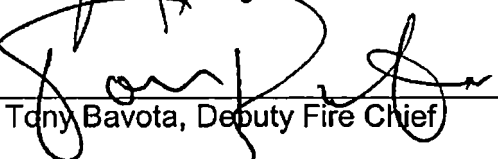
Angela Morgan, City Clerk




Roy Male, Executive Director of Human Resources



Shayne Mirtz, Fire Chief

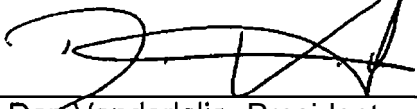


Tony Bavota, Deputy Fire Chief

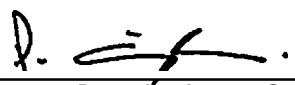


Laura Boyd, HR Manager

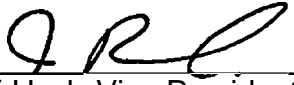
**ON BEHALF OF THE BURLINGTON
LOCAL 1552 OF FIREFIGHTERS**



Dan Vanderlelie, President



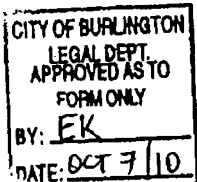
Paul Cunningham, Secretary



Jeff Hock, Vice President

Pete Hebner, Committee Member

George Cas y, Committee Member



Authorized by By-Law

Passed on: MAY 3/10

Item: HR-7-10

APPENDIX "A"
LETTER OF INTENT

The parties, recognizing that the Corporation has the right to determine the number of staff in the Burlington Fire Department, agree that in the event of a lay-off caused thereby 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 below an officer rank and it will result in the last employee to be promoted to an officer rank, being the first to be demoted. 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. In the event of a lay-off, the Corporation will permit the employee(s) so laid off to continue to enjoy the benefits described in clause 8.03(a)(3)(4), for a period of six (6) months subsequent to lay-off provided the employee(s) concerned pay the full cost of such benefit coverage. The right of recall as provided above, will be conditional upon the employee(s) concerned being ready, willing, able and qualified to perform the work involved and shall be valid for twelve (12) months.

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

The undersigned, on behalf of both the Corporation and the Association accept this document as being the proper interpretation of the Collective Agreement existing between them relative to the matter of pay disbursement and calculation for so long as salaries are expressed in the collective agreement in annual rates and hours of work remain as in the 1981-1982 collective agreement.

1. The daily rate of pay for a person in the Firefighting and Communications Divisions shall be their annual salary rate divided by 182.
2. The hourly rate payable to a person employed in the Suppression Division shall be their bi-weekly salary rate divided by 84.
3. (a) The hourly rate payable to a person employed in the Fire Prevention Division and Maintenance Mechanic classification shall be their bi-weekly salary rate divided by 80.

(b) Clerk-typist hourly rate to be determined by dividing bi-weekly salary by 70 hours.
4. The hourly rate payable to a person employed in the Communications Division shall be their bi-weekly salary rate divided by 84.
5. Salaries shall be paid bi-weekly and shall be calculated by dividing the pay rate prevailing on January 1st of each year by 26.0887.

For contract years having split salary rates (i.e. rates that vary during the course of a calendar year) pay calculation shall be described above with the proviso that a composite rate shall be calculated for pay purposes and, for the number of pay periods occurring after the date of the split, total bi-weekly base rate salaries already paid shall be subtracted from the composite rate which shall then be divided by the number of pay days remaining in the year to establish the bi-weekly rate for the balance of the year. This calculation shall only apply to persons not promoted during the course of a year.

6. All promotions above the rank of 1st Class shall occur effective on the start of a pay period.
7. Effective for the first full pay period following the date of promotion the promoted employee's bi-weekly rate will be calculated by dividing their new annual salary by 26.0887 as the case may be.

APPENDIX "C"
LETTER OF INTENT

Acting Captain Status List

The total number of persons who form the Acting Captain Status List will be limited to a maximum ratio of one Acting Captain per platoon, per piece of apparatus as defined in Article 3.04 (excluding Platoon Chief). Both parties agree that if the City wishes to increase the number of Acting Captains beyond the ratio agreed to, the City shall give notice to the Association that circumstances, which are not foreseen at this time, have occurred such that the City must increase the number of names on the list.

If the City gives such notice, any grievance filed with respect to the provisions of this Letter of Intent, Article 3.01, or any other clause which may pertain in the Collective Agreement, the Association will be limited to a determination whether the circumstances are such to justify the increase in numbers of persons on the list.

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

Clothing Maintenance "Points Distribution" System:

The point's distribution system will be implemented in 2001 after the department-wide uniform transition has taken place. The new points system will affect all unionized staff except the Platoon Chiefs (PCs) and Chief Fire Prevention Officer (CFPO). New and replacement clothing for the PCs, CTO (2003 only) and CFPO is addressed in a separate section of this memo.

All items of clothing will be included in the points system except:

- All items of dress uniform
- New and/or changed items due to a promotion
- a Service bars on a dress uniform

Each member will be allotted 27 points at the beginning of the calendar year to be used for replacement clothing. Each point is valued at \$10.00. All points must be used in the calendar year (e.g. staff may not advance points from the upcoming calendar year, nor may they carry points beyond the current year). Prior to each year-end, the Clothing Coordinator will provide members with a list of available clothing and the appropriate point value for each for the upcoming year. The point values and the list of items available to be purchased in exchange for points may be expanded or narrowed at the mutual consent of both Management and the Association.

The Points Distribution system will be initiated for new employees during their second calendar year of employment.

Ordering Process:

Members will have the opportunity to place two bulk orders per year based on the availability of his/her points. Order forms must be completed, approved by supervisor, and returned to the Clothing Coordinator by March 31 and September 30 of each calendar year. Order forms will include the applicable point value for each item of clothing.

Clothing that is damaged or requires replacement as a result of on-the-job activities will be financially covered outside of the points distribution system. To replace clothing outside of the bulk order timelines, a Firefighter must complete the order form, obtain approval from his/her supervisor, and forward the form to the Clothing Coordinator. The Clothing Coordinator will make the final decision on who is responsible for the replacement clothing (point system or Burlington Fire Department).

Exceptions

It is recognized that some exceptions need to be applied to this process. For example, staff will only be charged the standard rate regardless of irregular sizes. The Clothing Co-ordinator will judge each situation accordingly.

Opportunity to Borrow Points from Upcoming Year

Members may not advance points from the upcoming calendar year. However, if there is money remaining in the uniform budget after the October order, Management may decided to run a special ordering process in November. This special order would be open to members who would like to borrow points from the upcoming year to purchase additional items of clothing. The special order would be in the format of a “lottery” process as outlined below:

- Step 1: Management decides that special order can take place and determines amount of money that can be spent.
- Step 2: Employee submits request (name, item, # of points for item).
- Step 3: All requests will be placed in a hat (member submits one request per item of clothing).
- Step 4: Management will randomly draw requests out of the hat until all money has been spent.
- Step 5: Member's request will be filled and points for upcoming year adjusted.

Note: If an employee has points leftover in the current year, these will go towards the special order (e.g., member has 5 points leftover, item costs 15 points, member borrows 10 points from upcoming year).

Points Distribution System for Platoon Chiefs and the Chief Fire Prevention Officer

The Platoon Chiefs and the Chief Fire Prevention Officer will continue with the current process outlined in the collective agreement. Upon completion of year one of the new maintenance system, Management and the Association will evaluate the process.

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

Kilbride Station Staffing

The Association agrees to meet and confer with the Corporation to discuss alternate work schedules for staffing the Kilbride Station, should it become necessary to do so during the term of this collective agreement.

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

OMERS Accelerated Accrual

The Corporation agrees to meet and confer with the Association to discuss the OMERS accelerated accrual (2.33%), in the event that it becomes available through OMERS during the term of this collective agreement.

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

IAFF/IAFC Wellness Program

The Association and the Corporation agree to form a joint committee to investigate the IAFF/IAFC Wellness Program. This committee shall be formed within sixty (60) days of signing a new Collective Agreement. The mandate of the committee shall be to investigate and evaluate the IAFF/IAFC Wellness Program and to make recommendations to the Corporation for consideration.

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

Sick Leave

The parties agree to form a committee within 60 days of the ratification of this agreement to discuss the use of sick leave in the department.

APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

Re: 24 Hours Shifts

The parties agree to form a committee within 60 days of the ratification of this agreement to discuss the pros and cons of a 24 hour shift system.

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552**

Promotion

The parties agree to form a committee within 60 days of the ratification of this agreement to discuss the Acting Captain and Captain promotional process.

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