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**2007 - 2008 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, 2007 - December 31, 2008**

11792 (05)

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

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EXPIRY: December 31, 2008

**THIS AGREEMENT**

made this 28 day of March, 2007

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 grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the Employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE I - SCOPE**

1.01 The Corporation recognizes the Association as the exclusive bargaining agent for all full time Fire Fighters and Communication Division personnel, Assistant Division Chiefs (all divisions), Apparatus and Maintenance Division personnel, Training Division personnel, Supply and Equipment Officer(s), Fire Prevention and Fire/Life Safety Education personnel of the Brampton Fire & Emergency Services, with the exception of the Fire Chief, the Deputy Fire Chiefs (max. 2), the Assistant Deputy Chief, the Platoon Chiefs (max. 4), the Division Chief of Fire Prevention, the Division Chief of Training, the Division Chief of Communications, the Division Chief of Fire/Life Safety Education, the Division Chief of Apparatus & Maintenance, the Manager of Fire Communications, Manager, Administrative Services (or similar title) 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.

**ARTICLE I - SCOPE (cont'd)**

- 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 upon commencing employment with the Brampton Fire and Emergency Services 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 payday 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. 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.
- 3.01 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 reasons 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 III - MANAGEMENT RIGHTS (cont'd)**

- 3.03 The Corporation shall provide, at no cost to the employees, City of Brampton Parks and Recreation fitness memberships to all employees who request them.
- 3.04 All employees are required to maintain the qualifications necessary for the nature of their job.

**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 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.
- 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.
- 4.05 Fire Fighters shall be required to work a forty (40) hour week during the Recruit Training Program. Lunch will be taken during the working period. Within the term of the Recruit Training Program, Fire Fighter Recruits may be scheduled for up to three (3) additional hours for the purposes of Fitness Evaluation, or re-testing if required.

**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.
- c) **STANDY-BY / ON-CALL**  
An employee designated to perform the duties of an on-call fire investigator shall be compensated at a rate of two-tenths ( $\frac{2}{10}$ ) of one percent (1%) of a 1<sup>st</sup> Class Fire Fighter rate for each week when on mandatory stand-by.
- 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 functions 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 tour 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, tele-squirts, quints and aerial platforms.
- 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 two-seventeen (217) and two-eighteen (218).
- 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.
- 7.05 The Corporation agrees to the implementation of full time Communications Officers. When Communications Officers are called in to work overtime as Communications Operators they will be paid at time and one half (1 ½) of a 1<sup>st</sup> Class Communications Operator's salary.

**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.



**ARTICLE VIII - TECHNOLOGICAL CHANGE (cont'd)**

- 8.01 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.

**ARTICLE XI -JOB TRANSFERS (cont'd)**

- 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. upon termination, he has completed a minimum of five years of service;
  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.

**12.05 MODIFIED WORK PLAN**

The City of Brampton and its employees are committed to developing and maintaining a safe and healthy work environment that safeguards the health and safety of its employees.

It is the policy of the Brampton Fire and Emergency Services to make every reasonable effort to provide suitable modified work to employees to the extent that they are competent and capable, who are unable to perform the essential duties of their regular jobs because of an occupational or non-occupational injury or illness.

Modified work must be mandatory not only in the sense that the Corporation can require an employee to accept suitable and available modified work, but also in the sense that, consistent with the duty to accommodate disability as defined by the Ontario Human Rights Code, the employees who require it have entitlement to modified work where it is suitable and available.

**Purpose:**

1. A Modified Work Program is an integral and important element in providing a safe and healthy work environment for **all** employees. The program promotes an early return to suitable modified work, which safeguards the employee's health, reduces costs and lessens the adverse impacts on disabled employees.

**ARTICLE XII - SICK LEAVE PLAN (cont'd)**12.05 **MODIFIED WORK PLAN (cont'd)**

2. The objective of a Modified Work Program is to return a disabled employee to full duties through the process of matching the functional abilities and limitations of the employee, as identified by the health professional on the Medical Assessment Form, to the demands of suitable and available modified work.
3. Disabled employees on modified work will continue to accrue service and seniority, and will continue to accumulate sick leave.
4. The Modified Work Program will permit an employee a reasonable period of convalescence as identified by the employee's health professional.

**Modified Work Program Team (MWP Team):**

To ensure that all interests are taken into consideration and a successful early and safe return to work plan is developed, a team approach will be utilized. Although the specific individuals in each case will vary, the MWP Team will consist of, but not be limited to the following participants: (all the Team members identified below must agree to any additional Team members)

- Disabled Employee
- Health Professional
- Department Representative (Fire Chief or designate)
- Association Representative
- Health and Safety Services Representative

**Responsibilities:****Disabled Employee**

- Promptly report all injuries and illnesses
- Obtain healthcare treatment immediately and continue medical rehabilitation as necessary to recover
- Provide medical information, with respect to his/her ability to return to work, immediately following the initial assessment, or as soon as practical, to the Department Representative or Health and Safety Services Representative
- Maintain regular contact with the Department and WSIB when applicable
- Participate in exploring modified work opportunities and developing an early and safe return to work plan with members of the MWP Team
- Communicate any difficulties with the modified work plan to the MWP Team as soon as possible
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

**Health Professional (Employee's)**

- Assess and communicate the disabled employee's functional abilities and limitation to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery
- Provide regular follow-up assessments of disabled employee's functional abilities and limitation, and progress
- Support the modified work program as a viable rehabilitation process

**ARTICLE XII - SICK LEAVE PLAN (cont'd)**12.05 **MODIFIED WORK PLAN (cont'd)****Department Representative (Fire Chief or designate)**

- Maintain contact with the disabled employee to monitor his/her ability to return to work and for evaluation and support during the rehabilitation process
- Modify the work or workplace, as necessary and able, to accommodate the disabled employee's functional abilities and limitations
- Provide training, as appropriate
- Monitor the disabled employee's performance and progress in relation to his/her functional abilities or limitations
- Ensure that no tasks are being assigned other than those in accordance with the functional abilities and limitations on the Medical Assessment Form
- Relate progress evaluation and concerns regarding the modified work to the Health and Safety Services Representative and the Association Representative
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible
- Advise the Association Representative whenever a disabled employee is placed on a modified work plan

**Association Representative**

- Provide support, encouragement and direction to the disabled employee where appropriate
- Assist in the placement of the disabled employee into the pre-injury/illness position or modified work in conjunction with the program and plan goals
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

**Health and Safety Services Representative**

- Facilitate the disabled employee's early and safe return to work following an injury or illness
- Receive and review documentation regarding the disabled employee's functional abilities and limitations, and progress
- Coordinate MWP Team meetings to discuss the disabled employee's functional abilities and limitations, and employment alternatives
- Act as liaison between disabled employee, Association Representative, Department Representative, health professional, and WSIB, where applicable
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

**Procedures for Temporary or Permanent Disability:**

1. Employees who have been deemed by a health professional to be partially, but not totally, disabled will be provided with modified work consistent with the disabled employee's functional abilities and limitations, where such modified work is suitable and available, and the Corporation determines that the work should be done.
2. It is the responsibility of the disabled employee to provide the Corporation with medical information of his/her functional abilities and limitations from his/her health professional through the completion of the Medical Assessment Form. This information shall be supplied as and when required to review the disabled employee's functional abilities and limitations, and progress. The modified work must assist the disabled employee in returning to his/her pre-injury/illness position, if possible. The duration of the modified work will be determined at the commencement of the modified work whenever possible.

ARTICLE XII -SICK LEAVE PLAN (cont'd)12.05 MODIFIED WORK PLAN (cont'd)Procedures for Temporary or Permanent Disability (cont'd):

3. The assignment of modified work to a partially disabled employee does not create a vacancy and must not result in a layoff, nor in the displacement of any other employee, including any employee on modified work or other duties, unless the employee consents to the displacement. If there are more employees at any time requiring modified work than there are assignments available, the available duties must be assigned to the employees capable of performing the modified work in order of seniority.
4. The duties assigned to modified work must be duties reasonably within or related to the duties within the bargaining unit. Disabled employees in modified work programs will continue to be paid at their pre-injury/illness rate of pay for hours worked unless wage improvements are made and/or the person is progressed to a higher rank.

Where it has been determined, based on medical/functional information received by the Health and Safety Services Representative that an employee's partial disability is permanent and the employee will be unable to return to his/her regular job, the Corporation will make every reasonable attempt to supply such permanent accommodation within the employee's department. Should such permanent accommodation not be available, the Corporation will make every reasonable attempt to provide such permanent accommodation, consistent with the employee's qualifications, functional abilities and limitations in another department of the Corporation.

5. Every reasonable effort will be made to update missed training assignments while a disabled employee is on modified work. The disabled employee will make every reasonable attempt to schedule therapy or treatment during off duty hours. In the event this is not possible there will be no interruption of earnings when such therapy or treatment occurs during scheduled work hours.
6. Vacation entitlement during a modified work program shall be in accordance with Article 14 of the Collective Agreement.
7. Placement of the disabled employee will be determined by the functional abilities and limitations as outlined on the Medical Assessment Form, the type of modified work that is suitable and available with the final decision made by the Department Representative in consultation with the MWP Team.
8. The parties agree that should problems arise with the disabled employee's modified work program, representatives of the Modified Work Program Team will meet at any time to discuss problems and identify solutions that are satisfactory to all parties.
9. In the event the Health and Safety Services Representative has insufficient/conflicting medical information with respect to the employee's medical/functional abilities and for the duration of the absence, the Corporation may require a health professional of the Corporation's choice to contact the employee's health professional directly for clarification of the information provided on the Medical Assessment Form and to provide information necessary for proper placement.
10. Where there is conflicting medical/functional abilities, or in the event of a disagreement with the health professional of the Corporation's choice and the employee's treating physician, the employee shall be referred to a mutually agreed upon independent specialist in the field of medicine for the condition from which the employee is suffering, who will make the final determination with respect to disability.

**ARTICLE XII - SICK LEAVE PLAN (cont'd)****12.05 MODIFIED WORK PLAN (cont'd)****Procedures for Temporary or Permanent Disability (cont'd):**

11. It is understood that all medical information will be treated as confidential between the health professionals referred to above. The Department Representative will only be provided with a list of the employee's functional abilities and restrictions.
12. Cost of the report from the independent specialist shall be borne by the Corporation if the Corporation determines it requires an independent medical examination.
13. If there are more employees requiring permanent placements to a position than positions available, assignments will be made on the basis of an employee's ability to perform the work. In such cases, should the employees be equally capable, the available work will be assigned in order of seniority.
14. When an employee is placed under paragraph 4, the employee's position will be deemed to be vacant and the vacated position will be filled.
15. It is understood that nothing in this policy is intended to limit the Corporation's obligation to accommodate disabled employees under the Ontario Human Rights Code.

**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 ten (10) 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 eighteen (18) years service and over as of June 30th shall be entitled to five (5) complete shifts off per year with full salary.
- 14.06 All employees with twenty-five (25) years service and over as of June 30th shall be entitled to six (6) complete shifts off per year with full salary.
- 14.07 A complete shift will consist of a continuous tour of days, nights, or a combination thereof.

**ARTICLE XIV – VACATION (cont'd)**

- 14.08 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.
- 14.09 No vacation time shall be lost as a result of accident or illness of an employee, or, in special circumstances, an employee's spouse.
- 14.10 Vacation days that qualify for bereavement under Article 18.01 shall be credited to the employee's vacation entitlement.
- 14.11 When an employee has been off, in excess of ninety days (90), due to sickness, occupational illness or occupational injury and accumulates more than three (3) shifts of unused vacation in any vacation year, the employee will be paid for all unused vacation shifts, in excess of three (3) on the 1<sup>st</sup> pay in December of the current year.

**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 31<sup>st</sup> of that year.

- 15.02 Statutory Holidays shall be defined as:

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

and all holidays proclaimed by the City of Brampton.

- 15.03 When an employee has been off, in excess of ninety (90) days due to sickness, occupational illness or occupational injury and accumulates more than two (2) unused lieu days in any given year, the employee will be paid for all unused lieu days, in excess of two (2) on the 1<sup>st</sup> pay in December of the current year.

**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:
- Ontario Health Insurance Plan
  - The current major medical plan (including Global Medical Assistance)
  - 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.

ARTICLE XVI - HOSPITAL, MEDICAL AND INSURANCE COVERAGE (cont'd)

- 16.01 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), (\$3,500.00 maximum, effective January 1, 2007 ), and Major Restorative (50/50 co-insurance with \$2,500 per person annual limit). The O.D.A. Fee Schedule shall be automatically updated by the Corporation every year on January 1<sup>st</sup> to provide the current O.D.A. Fee Schedule.
- e) A Vision Care Plan Equivalent to the Blue Cross Vision Plan, allocating \$400 every 24 months will be effective as of January 1, 2007.
- \* Can also be used towards laser eye surgery and eye examinations.
- 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 six (6) months following the date of death.
- c) At the conclusion of the 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 postdated cheques may be provided to the Corporation's Human Resources office at the beginning of each calendar year to cover such quarterly payments.
- d) 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 until the employee's normal age of retirement, or such time as the survivor remarries.
- 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



**ARTICLE XVI - HOSPITAL, MEDICAL AND INSURANCE COVERAGE (cont'd)**

- 16.03 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 fifteen (15) 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
  - v) Vision Care Plan - Equivalent to the Blue Cross Vision Plan - Effective January 1, 2007 \$400\*/24.
- \* Can also be used towards laser eye surgery and eye examinations.
- This new coverage under this article shall also apply to all retired employees under article 16.03(b).
- 16.04 a) The Corporation will make available to all employees of Brampton Fire and Emergency Services, at no cost to the employee, vaccination against Hepatitis "A" and Hepatitis "B".
- b) Effective January 1, 2008, the Corporation will make available to all employees of Brampton Fire and Emergency Services, on a one-time basis, within their first year of employment and at no cost of the employee, baseline testing as identified in Schedule A.
- For all employees who have been employed with the Corporation for more than one year prior to the date of ratification of this Agreement, and who have not completed the baseline testing, shall be required to complete the baseline testing prior to January 1, 2008, should they choose to complete the testing.
- c) It is agreed and understood that the test results pursuant to Article 16.04 b) will be kept confidential as may be required by the Corporation for the purpose of claims adjudication.
- 16.05 The Employer has the right to change its insurance carrier for the benefit plans at any time so long as the benefits at changeover are equivalent to the current plan being replaced, and the Association has been notified in writing prior to such change taking place. In addition, any changes contemplated to the current coverage must be identified to the Association prior to such change taking place.

**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 recognition rate 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 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 five (5) additional days off duty without loss of pay. The total entitlement shall not extend beyond two days immediately following the day of the funeral.

The immediate family shall consist of:

Spouse, Common-Law Spouse, Same-Sex Partner, Parents, Children / Step Children, Sisters, Brothers, Grandparents and Grandchildren.

- b) In the event of death of an employee's: Parent-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, and Daughter-in-Law, Step Brothers, Step Sisters, Spouse's Grandparents or persons standing in Loco Parentis, an 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.
- c) An employee will be allowed one day off duty, without loss of pay, for the purpose of attending on the day of the funeral of his: Aunt or Uncle.

**ARTICLE XIX - LEAVE OF ABSENCE****UNION LEAVE**

- 19.01 a) 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.

Effective January 1, 2007, the Brampton and Fire Emergency Services shall provide to the BPFPA, Local 1068, \$10,000.00 in January of each year for the purpose of supplementing the cost of firefighters who substitute up to five (5) Executive Members to attend the OPFFA and IAFF annual conventions and OPFFA education seminars.

- b) Employees who are requested to be on a Joint Labour Management Committee (as determined by mutual agreement between the Fire Chief or Designate and the Association) shall be compensated at the rate of time and one-half (1 ½) for attendance at such meetings where they occur before or after his / her regular working hours.
- 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.

**PERSONAL LEAVE OF ABSENCE**

- 19.03 Leave of absence without pay will be considered at the discretion of the Fire Chief.

**ARTICLE XIX - LEAVE OF ABSENCE (cont'd)**

**PREGNANCY AND PARENTAL LEAVE**

19.04 The parties have agreed that Pregnancy 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. PREGNANCY/PARENTAL LEAVE SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)**

Effective the date of approval by the Employment Insurance Commission, an employee who is on pregnancy leave or parental leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be the equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements.

All payments shall commence following receipt by Payroll of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments shall commence following the two week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. Pregnancy and parental leave procedures shall be administered in accordance to Corporate Policy, as amended from time to time.

**3. APPLICATION FOR JOB POSTINGS**

Employees on an approved Maternity and Parental leave of absence are eligible to apply for job postings.

**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.

**ARTICLE XX - EQUIPMENT AND UNIFORMS**

20.01 Upon commencement of employment, each new employee shall be supplied with the following clothing allotment:

**Recruit Entitlement – Year One:** Suppression - S, Fire Prevention - FP, Maintenance - M, Training - T, Communications - C, Fire/Life - FL

	<u>Division</u>	S	FP	M	T	C	FL
Dress Uniform:	Hat	1	1	1	1	1	1
	Tie	1	1	1	1	1	1
	Shirts (White)	1	5	1	1	1	5
	Tunic	1	1	1	1	1	1
	Pants	1	3	1	1	1	3
	Dress Shoes	1	1	1	1	1	1
	Parka	1	1	1	1	1	1
	Dress Belt	1	1	1	1	1	1

**ARTICLE XX - EQUIPMENT AND UNIFORMS (cont'd)**

20.01	<u>Division</u>	<b>S</b>	<b>FP</b>	<b>M</b>	<b>T</b>	<b>C</b>	<b>FL</b>
Fatigues:	Nomex shirts	5	NA	NA	5	NA	2
	Nomex pants	5	NA	NA	5	NA	2
	non-nomex shirts	NA	NA	5	NA	5	NA
	non-nomex pants	NA	NA	5	NA	3	NA
Miscellaneous:	Bomber jacket	1	1	1	1	1	1
	Military Sweater	1	█	1	1	█	█
	Std. T-shirts, Blue	6	NA	6	6	6	NA
	Std. T-shirts, Wht.	NA	6	NA	NA	NA	6
	<b>Boots</b>	1	1	1	█	NA	1
	Equipment bag	█	1	NA	1	NA	1

Recruits will receive entitlement within 120 days of employment.

In subsequent years all employees will be allotted clothing points, which shall be used by the employees to purchase clothing in addition to their initial issue.

For the purpose of assigning a base value for the points, one dollar (\$1.00) shall be used.

**Employee Entitlement – Year Two:** 300 points

**Employee Entitlement – Year Three:** 500 points

- 20.02 All employees required to wear dress uniforms on a daily basis, namely District Chiefs, the Communications Coordinator, Communications Technician, Fire Prevention, Fire/Life Safety Divisions, shall be allotted an annual cleaning allowance of \$250.00. All other 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.
- 20.04 Any employee that retires during any given year shall have his clothing points allotment pro-rated to reflect the number of months he was employed, getting 1/12<sup>th</sup> of his allotment for each month, or part thereof, employed.
- 20.05 Employees absent for periods in excess of one year shall be entitled only for the allotment for the year in which they commenced the leave. Upon their return to work, employees shall be entitled to the annual clothing allotment for the year in which they return.
- 20.06 That the communication operators be allowed to order and wear dark blue dress fatigues (non-nomex) while on duty. Refer to Letter of Understanding #6 re Transition From Light Blue Dress Uniforms to Dark Blue Non-nomex Uniforms.
- 20.07
- When new items are added to the "menu", the rounded-off cost of the unit (to the nearest dollar) will be the point factor assigned.
  - 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.
  - Points remaining shall not be carried over to the next year.
  - Where female employees select skirts in lieu of slacks, they shall be regulation length, as determined by the Fire Chief.

**ARTICLE XX - EQUIPMENT AND UNIFORMS (cont'd)**

20.07 e) Sweat gear shall only be worn for working out. Sweatshirts shall not be worn over nomex station wear, or in place of nomex station wear

f) Date of issue shall be no later than September 1<sup>st</sup> of each and every year.

**District Chief:** Full menu to 500 points per year

**fire Prevention:** Full menu to 500 points per year

**Fire/Life Safety:** Full menu to 500 points per year

**Communications:** Full menu to 500 points per year

**Maintenance:** Full menu to 500 points per year  
Safety Boots as needed

**Training:** Full menu to 500 points per year

**Suppression:** Full menu to 500 points per year

**Dress Uniform (Winter / Summer)**

▪ Dress Hat	18 pts.
▪ Dress Tie	6
▪ Dress Shirt	12
▪ Dress Vest (Pitrol Model)	40
▪ Dress Tunic	112
▪ Dress Pants/ Skirt	35
• Dress Shoes	100
• Dress Parka	55
• Dress Belt / buckle, Stokes	23

**Fatigues / Nomex (as per specs.)**

▪ Shirts	100
▪ Pants	100

**Fatigues / non-Nomex**

▪ Long Sleeve Shirts	47
▪ Short Sleeve Shirts	40
▪ Pants	41

**Miscellaneous (as per specs.)**

▪ Bomber Jacket (zip out liner)	178
▪ Military Sweater (Pitrol Model)	62
▪ Std. F.O.T.L., Cotton T-shirt, 8oz., white, (DC's, FP, FUS) only	10
▪ Standard T-shirt, as above, blue, with / without pocket	10
▪ Boots (W/zippers)	110
▪ Safety Shoes (Model 7063)	73
▪ F.F Equipment Bag, Starfield	88
▪ Sport Bag, Mar B, Acro model	24
▪ Work Socks, Arco-Fire,	10
▪ Station Belt/buckle, Nicholls	19
▪ US Mock Neck T-shirts, Gildan	10
▪ Workout Shorts, F-20, Fleece, 12oz.	12
▪ Workout Shorts, J-50, Jersey, 10oz.	10
▪ Sweat Tops, Mar B, F.O.T.L., 15oz.	14
• Sweat Tops, Mar B, Gildan, 15oz.	13
▪ Sweat Pants, Mar B, F.O.T.L. 12oz.,	11

**ARTICLE XX - EQUIPMENT AND UNIFORMS (cont'd)**20.07 Miscellaneous (as per specs.)

▪	Sweat Pants, Mar B, Gildan, 12oz.,	13
▪	Winter Dress gloves, Nicholls	11
•	Toque, KP#ac2890, short	6
▪	Toque, Kp#ac1010, long	6
•	Ball Hat, Mar B, KP#TF6060,	8

- g) Point values shall reflect the actual cost of each clothing item with the value of one (1) point being equal to one (1) dollar. The clothing costs, reflected in points, shall be updated in 2008, based on the real costs paid during the current year. This change shall take effect the following year and will be reflected on the selection sheets distributed for that year.

**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) Except those employees hired into the Division of Training and the Supply and Equipment Officer (s), 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.

Communications Operators and Emergency Vehicle Technicians shall commence employment at Fourth Class and advance one classification after twelve (12) months by successfully completing examinations and tests set for the purpose. Thereafter, advancement shall occur after six (6) months by successfully completing examinations and tests set for the purpose, up to and including First Class.

- 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%).
- e) The examinations and tests in the Division of Fire Fighting, as referred to in Article 21.02 a), shall consist of three elements. They are a written exam, a practical test and a medical practical test. Successful completion of examinations shall mean attainment of at least sixty percent (60%) on each of the three elements with an overall average of seventy percent (70%).

In the case of a Fire Fighter failing to successfully complete any element, he shall be re-examined, in accordance with Article 21.02 b) and c), only in those elements in which he failed to attain the required result.

**ARTICLE XXI – PROMOTIONS (cont'd)****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 within Officer ranks in the Fire Fighting Division, a candidate must have successfully completed examinations and tests set for the purpose of establishing promotion.
- 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 (L).
- 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) Upon successful completion of the examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their current platoon, if operationally feasible. These members will not be eligible for their marks as described in 21.03 (e) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the next year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.
- 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.

**ARTICLE XXI -- PROMOTIONS (cont'd)**21.03 **OFFICERS- FIRE FIGHTING DIVISION**

- j) The examinations and tests referred to in 21.03:
- 1) shall consist of three elements, those being written, oral and practical.
  - 2) be developed by the ~~two~~ (2) members of Administration on the promotional committee and administered by the promotional committee as a whole 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.
- k) 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. All marks (base, final, adjusted and mean average factor) shall be rounded off to three (3) decimal points. ***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.***
- L) Successful completion of examinations shall mean attainment of a mean average adjusted final mark of seventy percent 70%.
- m) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 21.03(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.***
- n) 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.
- o) 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).
- p) 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).



**ARTICLE XXI – PROMOTIONS (cont'd)****21.04 OFFICERS - NON FIRE FIGHTING DIVISIONS.**

- a) In order to qualify for promotion to Assistant Division Chief or Acting Division Chief in any division, other than Fire Fighting, 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) years of the five (5) years referred to in (a)(1) in the division immediately prior to the examinations;
  - 3) have successfully completed examinations and tests set for the purpose of establishing promotion; and
  - 4) December 31st 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 five (5) 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 Division Chief or Acting Division Chief 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 Division Chief or Acting Division Chief 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 Division Chief 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 Division Chief 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)(m) or 21.04 (9).
- 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.
- 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.

**ARTICLE M I- PROMOTIONS (cont'd)****21.05 OFFICERS - ALL DIVISIONS (cont'd)**

- e) All tests and examinations for advancement or promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person promotional committee. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the promotional committee by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide 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. The Committee will be established by December 1<sup>st</sup> of the year prior to the scheduled exam.
- 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. at the completion of the exam process all employees who have completed the written, practical and oral phases shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.
  - 2. a copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Committee, will also be provided to each of these employees and will be posted in the respective divisions.
  - 3. upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review with a member of the Promotional Board if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.
  - 4. the review shall take place within fourteen (14) days of receiving the written request. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Board member shall review the non-written portion(s) of the examination with the employee and prepare, with the employee, any concerns the employee may have, in written form.
  - 5. after all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.
  - 6. 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.

**ARTICLE XXI – PROMOTIONS(cont'd)****21.05 OFFICERS - ALL DIVISIONS(cont'd)**

- 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.
- i) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the promotional committee their intention to do so in writing and which shall be received by the promotional committee no later than ninety (90) days prior to the date set for the exam by the Committee.

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,

21.08 Notwithstanding article 21.02 (a) above, compensation and progression within the Training Division will be as follows:

- a) An employee, other than a District Chief, appointed to the Training Division from the Fire Fighting Division will be laterally transferred into the classification of Training Officer at the same rank, regularly held by him/her prior to the transfer, without loss of pay. Acting Rank will not be taken into account for the purposes of this provision.
- b) Employees within the classification of District Chief of Fire Fighting will be placed at the rank of Captain of Training and their wages will remain at the level effective on the date of the transfer until the rate of Captain of training reaches that level, whereupon they will be paid at the rate of Captain of Training.
- c) 1<sup>st</sup> Class Training Officers will advance to the rank of Captain of Training on his/her one-year anniversary date as a Training Officer, by successfully completing examinations and tests set out for that purpose.

**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. The acting rates shall include Service Recognition as per Article 24.02.

22.03 During the period in which the Assistant Division Chief is required to act in the capacity of a Division Chief, he will receive an "acting rate" of 125% of a first class fire fighter rate for each complete shift or part thereof which he works.

22.04 In the event the Assistant Division Chief is unable to act for the Division Chief, then an employee acting in the Division Chief capacity will be paid at the rate of 116% of a first class fire fighter rate

**ARTICLE XXII - ACTING RANK (cont'd)**

- 22.05 The procedure for moving an Assistant Division Chief into the position of Acting Division Chief will be governed by the following:
1. When a Division Chief is scheduled on vacation, lieu days or time-owing;
  2. When a Division Chief is off due to an illness or injury; and
  3. When a Division Chief is outside the boundaries of the Region of Peel for a full day and anytime the Division Chief makes a determination that they are unavailable to deal with an emergency situation while absent from the office, within the Region of Peel.
  4. When the Division Chief is away, and an Assistant Division Chief moves into the Acting Division Chiefs position, an Acting Assistant Division Chief would then move into the Assistant Division Chiefs position and be paid accordingly, if there are five (5) or more personnel to be supervised on duty.
- 22.06 The position of Assistant Division Chief 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 Division Chief may be incorporated into Non Fire Fighting Divisions having fewer than five (5) personnel.

**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 After reporting to their assigned station, fire fighting employees who are required to use their own vehicle to report to an alternate station(s) will be compensated at the Corporation's prevailing mileage rate.
- 23.03 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 The Service Recognition rate will be an increase to the index for the job rate of the applicable classification, as per the following:
- 3% after 8 years of service
  - 6% after 17 years of service
  - 9% after 23 years of service
- 24.03 The Service Recognition rate shall be included as salary in calculating overtime, vacation, and statutory holiday pay, pension contribution and sick leave pay, but shall not be included in calculating salary for purposes of payment of sick leave credits pursuant to Article 12.01.

**ARTICLE XXV - LEGAL EXPENSES**

- 25.01 Where an employee is charged with a criminal or statutory offence 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 An increase of 3.1% will be applied to all classifications effective January 1, 2007.

An increase of 3.1% will be applied to all classifications effective January 1, 2008.

The title of Assistant Division Chief of Communications shall be changed to Communications Coordinator.

The Communications Coordinator's rate of pay shall be 125% of a First Class Fire Fighter's salary effective January 1, 2007

The Communications Technician's rate pay shall be changed from 100% to 115% of a First Class Fire Fighter's salary effective January 1, 2007.

**Effective January 1, 2007**

			<b>Service Recognition</b>		
District Chief of Fire Fighting	130%	\$95,773	\$97,983	\$100,193	\$102,403
Captain of Fire Fighting	116%	\$85,459	\$87,669	\$89,879	\$92,089
1st Class Fire Fighter	100%	\$73,671	\$75,882	\$78,092	\$80,302
2nd Class Fire Fighter	90%	\$66,304			
3rd Class Fire Fighter	80%	\$58,937			
4th Class Fire Fighter	65%	\$47,887			
Assistant Division Chief of Fire Prevention	116%	\$85,459	\$87,669	\$89,879	\$92,089
1st Class Fire Prevention Officer	100%	\$73,671	\$75,882	\$78,092	\$80,302
2nd Class Fire Prevention Officer	90%	\$66,304			
3rd Class Fire Prevention Officer	80%	\$58,937			
4th Class Fire Prevention Officer	65%	\$47,887			
Assistant Division Chief of Training	116%	\$85,459	\$87,669	\$89,879	\$92,089
Captain of Training	116%	\$85,459	\$87,669	\$89,879	\$92,089
1st Class Training Officer	100%	\$73,671	\$75,882	\$78,092	\$80,302
Communications Coordinator	125%	\$92,089	\$94,299	\$96,510	\$98,720
Communications Officer	115%	\$84,722	\$86,932	\$89,142	\$91,353
1st Class Communications Operator* (Full Implementation)	100%	\$73,671	\$75,882	\$78,092	\$80,302
1st Class Communications Operator*	95%	\$69,988	\$72,198	\$74,408	\$76,618
2nd Class Communications Operator	90%	\$66,304			
3rd Class Communications Operator	80%	\$58,937			
4th Class Communications Operator (2nd 6 months)	75%	\$55,254			
4th Class Communications Operator (1st 6 months)	65.5%	\$48,255			
1st Class Communications Technician	115%	\$84,722	\$86,932	\$89,142	\$91,353
2nd Class Communications Technician	90%	\$66,304			
3rd Class Communications Technician	80.0%	\$58,937			
4th Class Communications Technician	65%	\$47,887			
Assistant Division Chief of Fire/Life Safety Education	116%	\$85,459	\$87,669	\$89,879	\$92,089
1st Class Fire/Life Safety Education Officer	100%	\$73,671	\$75,882	\$78,092	\$80,302
2nd Class Fire/Life Safety Education Officer	90%	\$66,304			
3rd Class Fire/Life Safety Education Officer	80%	\$58,937			
4th Class Fire/Life Safety Education Officer	65%	\$47,887			
Assistant Division Chief of Apparatus & Maint.	116%	\$85,459	\$87,669	\$89,879	\$92,089
Emergency Vehicle Technician 1st Class	100%	\$73,671	\$75,882	\$78,092	\$80,301
Emergency Vehicle Technician 2nd Class	95%	\$69,988			
Emergency Vehicle Technician 3rd Class	90%	\$66,304			
Emergency Vehicle Technician 4th Class (2nd 6 months)	85%	\$62,621			
Emergency Vehicle Technician 4th Class (1st 6 months)	82.5%	\$60,779			
Supply and Equipment Officer (Job Rate)	76%	\$55,990	\$58,201	\$60,411	\$62,621
Supply and Equipment Officer (1st Year - Probationary)	73%	\$53,780			

**ARTICLE XXVI – SALARIES (cont'd)**

<b>Effective January 1, 2008</b> Classification and Rank	Index	01-Jan-08	Service Recognition		
			> 8 years	> 17 years	> 23 years
District Chief of Fire Fighting	130%	\$98,742	\$101,021	\$103,299	\$105,578
Captain of Fire Fighting	116%	\$88,108	\$90,387	\$92,666	\$94,944
1st Class Fire Fighter	100%	\$75,955	\$78,234	\$80,513	\$82,791
2nd Class Fire Fighter	90%	\$68,360			
3rd Class Fire Fighter	80%	\$60,764			
4th Class Fire Fighter	65%	\$49,371			
Assistant Division Chief of Fire Prevention	116%	\$88,108	\$90,387	\$92,666	\$94,944
1st Class Fire Prevention Officer	100%	\$75,955	\$78,234	\$80,513	\$82,791
2nd Class Fire Prevention Officer	90%	\$68,360			
3rd Class Fire Prevention Officer	80%	\$60,764			
4th Class Fire Prevention Officer	65%	\$49,371			
Assistant Division Chief of Training	116%	\$88,108	\$90,387	\$92,666	\$94,944
Captain of Training	116%	\$88,108	\$90,387	\$92,666	\$94,944
1st Class Training Officer	100%	\$75,955	\$78,234	\$80,513	\$82,791
Communications Coordinator	125%	\$94,944	\$97,223	\$99,502	\$101,780
Communications Officer	115%	\$87,349	\$89,627	\$91,906	\$94,185
1st Class Communications Operator* (Full Implementation)	100%	\$75,955	\$78,234	\$80,513	\$82,791
1st Class Communications Operator*	95%	\$72,158	\$74,436	\$76,715	\$78,994
2nd Class Communications Operator	90%	\$68,360			
3rd Class Communications Operator	80%	\$60,764			
4th Class Communications Operator (2nd 6 months)	75%	\$56,967			
4th Class Communications Operator (1st 6 months)	65.5%	\$49,751			
1st Class Communications Technician	115%	\$87,349	\$89,627	\$91,906	\$94,185
2nd Class Communications Technician	90%	\$68,360			
3rd Class Communications Technician	80.0%	\$60,764			
4th Class Communications Technician	65%	\$49,371			
Assistant Division Chief of Fire/Life Safety Education	116%	\$88,108	\$90,387	\$92,666	
1st Class Fire/Life Safety Education Officer	100%	\$75,955	\$78,234	\$80,513	
2nd Class Fire/Life Safety Education Officer	90%	\$68,360			
3rd Class Fire/Life Safety Education Officer	80%	\$60,764			
4th Class Fire/Life Safety Education Officer	65%	\$49,371			
Assistant Division Chief of Apparatus & Maint.	116%	\$88,108	\$90,387	\$92,666	
Emergency Vehicle Technician 1st Class	100%	\$75,955	\$78,234	\$80,513	
Emergency Vehicle Technician 2nd Class	95%	\$72,158			
Emergency Vehicle Technician 3rd Class	90%	\$68,360			
Emergency Vehicle Technician 4th Class (2nd 6 months)	85%	\$64,562			
Emergency Vehicle Technician 4th Class (1st 6 months)	82.5%	\$62,663			
Supply and Equipment Officer (Job Rate)	76%	\$57,726	\$60,005	\$62,284	
Supply and Equipment Officer (1st Year - Probationary)	73%	\$55,448			

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, paydate shall be the nearest prior working day.

**ARTICLE XXVI – SALARIES (cont'd)****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.

**26.06      Instructor's Remunerations – Fire Suppression Members**

- 1) The BPFFA and Administration agree that there is a need to recognize and properly compensate members who instruct / train other members in a wide variety of specialized operations.
- 2) The compensation for such training will be the honorarium agreed to by the Association and Administration.
- 3) Only instructors recognized by Administration will be eligible for compensation. A list will be compiled and all stakeholders notified as to their status. Instructors will be assessed on a yearly basis by the Division of Training to determine their effectiveness as an instructor.
- 4) The Division Chief of Training will have the final decision as to who will be a qualified instructor.
- 5) A qualified instructor shall mean having taken a Department approved course, if applicable. The Division Chief of Training may approve employees with equivalent experience to become instructors.
- 6) Any member who expresses a desire to be an instructor will have to be approved by the Division Chief of Training. A member of the Training Division sitting in and observing the potential instructor doing an actual lesson/presentation may do this assessment.
- 7) While one individual may instruct more than one discipline, the Corporation prefers that there be different instructors for each discipline, where qualified individuals are available. The Division Chief of Training will endeavour to distribute the instructors' positions fairly between the members.
- 8) The training disciplines will include but not be limited to:
  - Emergency Medical Responder (EMR) (including, CPR, First Aid, Defibrillation) - minimum one (1) instructor per shift, maximum two (2) instructors per shift
  - Auto Extrication – minimum one (1) instructor per shift, maximum two (2) instructors per shift
  - Hazardous Materials (HAZMAT) – minimum one (1), maximum two (2) instructors per shift
  - High Level Rescue – minimum one (1), maximum two (2) instructors per shift
  - Water Rescue – minimum one (1), maximum two (2) instructors per shift
  - Confined Space – minimum one (1), maximum two (2) instructors per shift
  - Trench rescue - minimum one (1), maximum two (2) per shift

- Driving – minimum one (1), maximum two (2) instructors per shift in addition to the current Dept. Driving Coordinator
- R.I.T – minimum one (1), maximum two (2) per shift.

#### **ARTICLE XXVI – SALARIES (cont'd)**

##### **26.06 Instructor's Remunerations – Fire Suppression Members (cont'd)**

- 9) Any instruction/training done on an instructor's off-duty time will be compensated at time and a half of their current rate. Instructors may also receive time owing in lieu of compensation,
- 10) Each discipline will have a designated Training Officer/Captain who is responsible for overseeing each training discipline. Training Officers/Captains will act as a resource to instructors. Further, it is the Corporation's intent that Training Officers/Captains are responsible for developing and providing necessary lesson plans, audio-visual aids, etc. to instructors.
- 11) Instructors who are required to attend meetings related to their training discipline will be compensated at one and a half (1½) times their regular rate of pay if such meetings are scheduled while they are off-duty. This will include meetings at the Base Hospital etc.
- 12) Any member who assists the Division of Training with new recruit training other than specialty training and while on-duty will be compensated at the Captain of Training rate. Administration is committed to making every reasonable attempt to ensure that Fire Suppression Apparatus are not removed from service as a result of an employee assisting the Training Division, However, apparatus may be on a delayed response.
- 13) Honorarium Rates are as Follows:
 

▪ Emergency Medical Responder (EMR)	\$750.00 per annum
▪ Auto Extrication	\$500.00 per annum
▪ Hazardous Materials (HAZMAT)	\$500.00 per annum
▪ High Level Rescue	\$500.00 per annum
▪ Water Rescue	\$500.00 per annum
▪ Confined Space	\$500.00 per annum
▪ Trench Rescue	\$500.00 per annum
▪ Driving	\$500.00 per annum
▪ R.I.T.	\$500.00 per annum
▪ Department Driving Coordinator	\$750.00 per annum
14. Honorariums will be paid in the first pay period of December of each year. Honorariums are taxable allowances and are subject to applicable taxes.
15. Any term an instructor serves less than a year will be compensated on a pro-rated basis, (EG: 1/12<sup>th</sup> of the annual rate for each month of service or portion thereof.)

#### **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 or his/her designate.

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 ten (10) 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 five (5) 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.

### **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 ten (10) 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 five (5) working days of the time of this meeting.

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

### **Stage 4**

Where the City Manager's decision is not satisfactory at Stage 3, the Association may advance a grievance to Council or an appropriate Committee thereof, for hearing (Reference Collective Agreement, Article 28 – Grievance Procedure). The following outlines the administrative procedure for handling such a grievance.

- Within 10 days of the City Manager's response, the President or Chair of the Association's grievance committee acting on the President's behalf, may request a hearing with Council or an appropriate committee thereof.
- The request should be sent in writing, with a copy of the original grievance attached, to the attention of the City of Brampton's Clerk, Clerk's Department.
- The request will be time and date stamped and receipt of the grievance will be confirmed, in writing, to the Association.
- The Clerk will review the schedules of Council Grievance Committee members to determine an available meeting time and confirm with the President or Chair of the Association Grievance Committee, Fire Chief and Manager of Labour Relations as to their availability.
- The Clerk will confirm the date and time of the hearing, in writing, for all parties. The hearing will take place in camera.
- Submissions for the Committee may be provided to the Clerk two (2) working days prior to the Grievance hearing. Upon receipt, the Clerk's department will circulate copies of each party's submissions and the Rules of Procedure to members of the Grievance Committee and all affected parties in advance of the hearing.
- See Rules of Procedure for Council Fire Grievance Committee.

**ARTICLE XXVIII – GRIEVANCE PROCEDURE (cont'd)**28.01 **Stage 4 (cont'd)**

- The Committee will make a decision on the grievance immediately following the hearing. The Committee will present the decision to Council for approval. The Clerk will document and issue the decision in writing, within two days, to the Association, Fire Chief and Human Resources.
- Implementation of any resolution will be coordinated by the Manager of Labour Relations.
- In the event the grievance is advanced to Arbitration, the Association President or Chair of the Grievance Committee will provide notice in writing to the Manager of Labour Relations.

**RULES OF PROCEDURE FOR COUNCIL FIRE GRIEVANCE COMMITTEE****Purpose**

The purpose of the Council Fire Grievance Committee is to hear a Brampton Professional Fire Fighters Association grievance at the fourth stage and to provide a recommended response to full Council.

**Composition and Duties of the Committee**

1. The Fire Grievance Committee for the Corporation shall consist of three members of Council;
2. One member of the committee shall be appointed as Chair;
3. Committee meetings will be held when a grievance has been forwarded to the fourth stage (to take place within 10 working days from the time the decision was rendered in stage 3);
4. Prior to the hearing, the members may be provided with both the Corporation's and the Association's briefs outlining their respective positions;
5. The responsibilities of the Chair will include bringing the hearing to order and reviewing the hearing procedures (which will follow the common law hearing process) with all attendees which may be as follows:
  - i. The Fire Association President, Vice-president and Grievance Committee members and / or other representation. They will present grievance(s) which indicates the Association's concerns;
  - ii. The Corporation Staff will then present the corporate position in the matter;
  - iii. The Fire Association will then have the opportunity to seek clarification, rebut and question the Corporation's presentation and then present final comments;
  - iv. The Fire Grievance Committee may seek clarification with regards to the presentation, briefs or rebuttal of the Corporation and the Association at this time;
  - v. The Chair will then request the Fire Association representatives to leave at the conclusion of the hearing;
  - vi. With the assistance of staff, the committee will determine its response and Corporation staff will remain in attendance for the purpose of preparing the committee's decision as required;

**Composition and Duties of the Committee (cont'd)**

- vii. Staff will draft a report outlining the grievance issue and recommended response to be signed by either the Chair or all members of the committee;
- viii. Full Council will consider the recommendation in camera; and
- ix. Council will give its formal, written response, to be issued by the Clerk's office, within two working days of the meeting date, as required by the terms of the collective agreement.

- 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.

**ARTICLE XXVIII – GRIEVANCE PROCEDURE(cont'd)**

- 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**

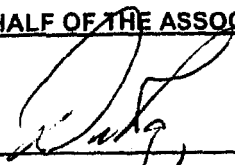
- 30.01           This agreement shall remain in force and effect from the first day of January 2007 until the thirty-first day of December 2008 and from year to year thereafter, subject to Article 30.02 herein.
- 30.02           in the event of either party desiring or proposing any change or alteration 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 28 day of March, 2007

ON BEHALF OF THE ASSOCIATION

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

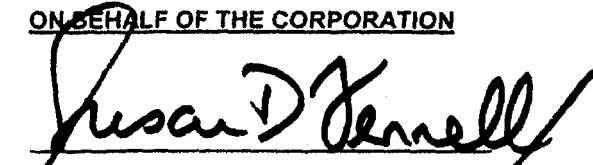
  
\_\_\_\_\_  
James Taylor, Member  
Negotiating Committee


  
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Don Loveless, Member  
Negotiating Committee


  
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Brett Salvisburg, Member  
Negotiating Committee

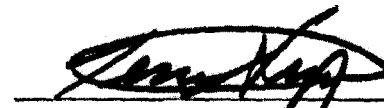
  
\_\_\_\_\_  
Paul Lecompte, Member  
Negotiating Committee

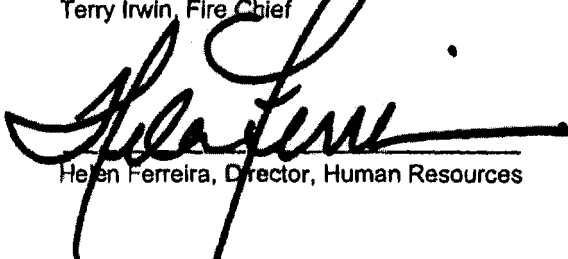
ON BEHALF OF THE CORPORATION

  
\_\_\_\_\_  
Susan Fennell, Mayor

  
\_\_\_\_\_  
Kathy Zammit, City Clerk

  
\_\_\_\_\_  
Lorne McCool, City Manager

  
\_\_\_\_\_  
Terry Irwin, Fire Chief

  
\_\_\_\_\_  
Helen Ferreira, Director, Human Resources

January, 10,2005; Amended February 19, 2007

Don Roy  
President, BPPFA - Local #1068  
20 Regan Road, Unit#10  
Brampton, ON L7A 1C3

Dear Don:

Memorandum of Agreement  
Re: Joint Communication Centre

The Corporation of the City of Brampton and the Brampton Professional Fire Fighters' Association, Local 1068 ("BPPFA") agree to the following:

**Supervision within the JCC**

Supervision within the JCC will remain jurisdictional. Accordingly, Brampton employees will receive their direction through the chain of command within Brampton Fire and Emergency Services.

**No Layoffs**

The parties agree that no Local #1068 members will be laid off as a result of this agreement.

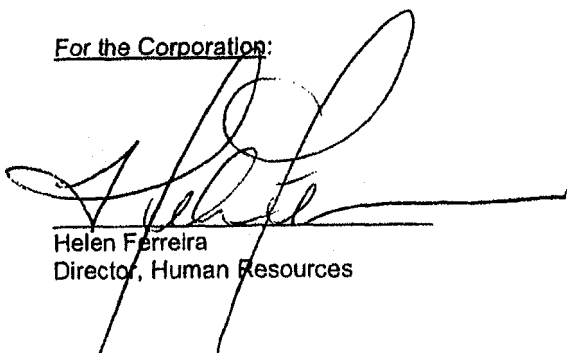
**Article 7.02 - Contracting Out**

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

**Acknowledgment**

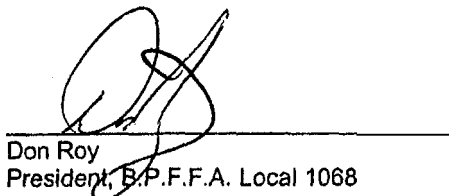
The Brampton Professional Fire Fighters Association acknowledges and agrees that it and/or Its members of Local #1068 will not be adversely affected by the terms of this Letter of Understanding, which outlines the conditions for the implementation of the Joint Communication Centre.

For the Corporation:



Helen Ferreira  
Director, Human Resources

For the Association:



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

Memorandum of Agreement # 1

Date of Agreement: October 17, 1997; Amended February 21, 2005; Renewed February 19, 2007

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

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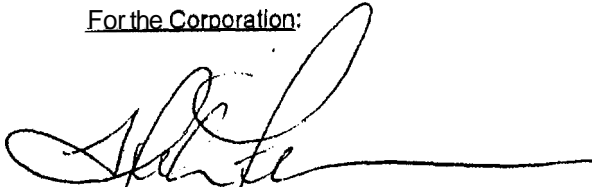
Without Prejudice and Precedent

The Corporation agrees to waive its right to utilize designations under the Fire Protection and Prevention Act (FPPA), section 54 (8) (c & d). The Corporation will seek no further exclusions under the FPPA 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 **Division** Chief of Fire Prevention, **Division** Chief of Training, **Division** Chief of Communications, **Division** Chief of Community Relations, and **Division** Chief of Apparatus & Maintenance will be excluded from the bargaining unit.

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

For the Corporation:

  
\_\_\_\_\_  
Helen Ferreira  
Director, Human Resources

For the Association:

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

Memorandum of Agreement # 2

June 22, 1992; Renewed February 19, 2007

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 Corporation shall then remit such amount of monies to the Association.

For the Corporation:

  
\_\_\_\_\_  
Helen Ferreira  
Director, Human Resources

For the Association:

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

Letter of Understanding # 1

October 16, 1997; Renewed February 19, 2007

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.

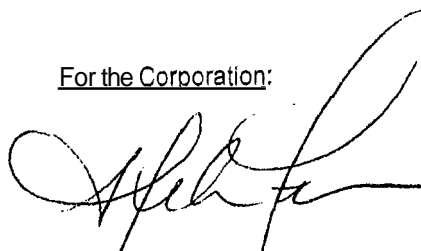
The Corporation can confirm that the Corporation will enter into Automatic Aid/Automatic Dispatch arrangements with neighboring municipalities with regard to the following considerations:

- 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.


For the Corporation:




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Helena Ferreira  
Director, Human Resources

For the Association:




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



September 16, 2005, Renewed February 19, 2007

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: Platoon Chiefs

Without prejudice and precedent, the Association agrees that "contracting out" will be waived to the extent necessary to allow for the hiring of Platoon Chiefs and assigning of duties to said Platoon Chiefs as per the following:

The parties agree that Platoon Chiefs responsibilities are intended to require them to regularly exercise managerial functions, which includes involvement and decision-making for confidential matters relating to labour relations.

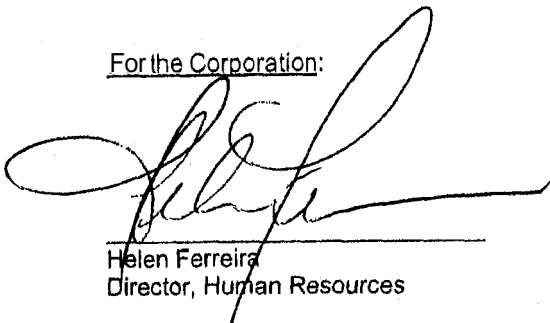
Notwithstanding Article 7.02, the parties acknowledge that in order to ensure the efficient operation of Brampton Fire and Emergency Services, the parties recognize that Platoon Chiefs may perform some duties that are currently performed by District Chiefs.

Therefore, within three (3) months of ratification, the parties shall meet, discuss and negotiate the transfer of duties currently performed by District Chiefs to the position of Platoon Chiefs. Failing agreement within six (6) months of the date of ratification, either party may refer any unresolved issues to binding expedited arbitration for final settlement.

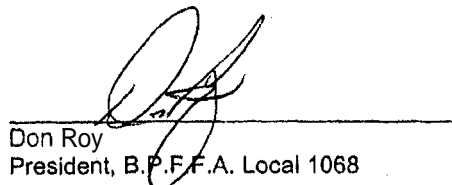
The Corporation agrees that the current complement of District Chiefs will not be reduced as long as there are Platoon Chiefs, (This paragraph will be inserted into the Collective Agreement once this letter is removed, as per the fulfillment of the terms of the next paragraph).

This letter will form part of the Collective Agreement and shall remain in effect until the hiring of Platoon Chiefs. It is understood that the Corporation is under no time limitations with respect to the hiring of Platoon Chiefs and that this letter will continue to form part of the Collective Agreement until such time as they are hired. It is further agreed that the transfer of duties from District Chiefs to Platoon Chiefs will only be effective once the Platoon Chiefs are hired.

For the Corporation:

  
\_\_\_\_\_  
Helen Ferreira  
Director, Human Resources

For the Association:

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

**Letter of Understanding # 3**

February 24, 2005, Renewed February 19, 2007

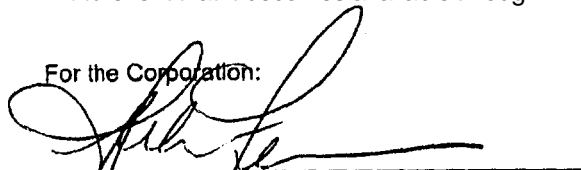
Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy:


**Letter of Understanding**  
**Re: Pensions**

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

For the Corporation:

  
\_\_\_\_\_  
Helen Ferreira  
Director, Human Resources

For the Association:

  
\_\_\_\_\_  
Don Roy  
President, BPPFA, Local 1068

**Letter of Understanding #4**

February 19, 2007

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

**Letter of Understanding**


**Re: 24-hour Shifts**

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The Corporation agrees that it will, during the course of **this** Agreement, review the 24-hour shift operation for firefighters in the City of **Mississauga** and other municipalities in the province operating with a 24-hour shift schedule.

The Corporation will establish a committee with representatives of both the Corporation **and** the Association (**3** each) to review whether the 24-hour shift schedule **is** functioning effectively in those municipalities, including a review of the strengths and weaknesses of the 24-hour shift. If the Committee concludes that the 24-hour shift schedule is a viable option in Brampton, the three (3) Corporation Committee members will recommend to the Corporation that it is a viable option and that it be negotiated on its merits.


For the Corporation:



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Helen Ferreira  
Director, Human Resources

For the Association:



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

February 19, 2007

Mr. Don 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: Transition from **Light Blue Dress** Uniforms to Dark Blue **Non-Nomex** Uniforms

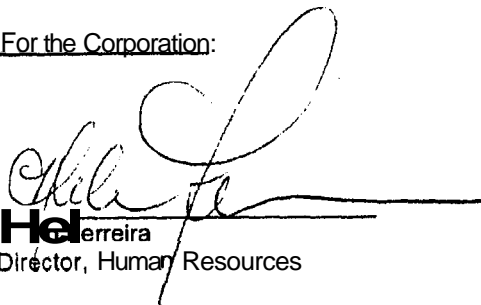
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In order to implement Article 20.00, the parties hereby agree and understand that the transition for Communications **Operators** and Officers **from** their current light blue dress uniforms to the dark blue non-nomex fatigues **must** take place in a uniform manner.

*All Communications Operators and Officers shall switch to Non-nomex fatigues on a date to be agreed upon and announced jointly by the Corporation and the Association. The arrival of, and proper fitting of new uniforms will determine the date of the transition. Until such date, current uniforms are to be worn by all Communications Operators and Officers. The Corporation shall make every effort to ensure that the transition occurs in 2007.*

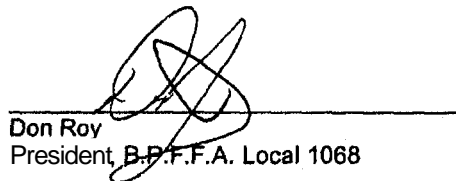
All Communications Operators and Officers will be given the opportunity to change their 2007 uniform orders, **For** those Communications Operators and Officers who do not have a sufficient number of points for the transition to the new uniforms, the Corporation agrees to allow them to barrow points from subsequent years on a one-time basis.

For the Corporation:



**Hel**erreira  
Director, Human Resources

For the Association:



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

January 29,2004; Amended February 19, 2007

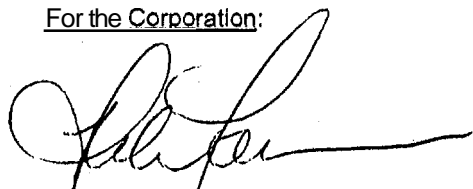
Mr. D. Roy, President  
The Brampton Professional  
Fire Fighters Association, Local #1068  
20 Regan Road, Unit #10  
Brampton ON L7A 1C3

Dear Mr. Roy;

**Letter of Intent**  
**Re: Fire Prevention, Training and Supply and Equipment Officer Hours of Work**

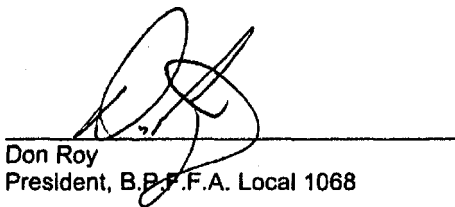
It is agreed that the Corporation will consult with employees of the Fire Prevention Division, Training Division and the Supply and Equipment Officer and the Association prior to implementing changes to the current scheduling arrangements.

For the Corporation:



Helen Ferreira  
Director, Human Resources

For the Association:



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

**Letter of Intent # 1**

SCHEDULE A – COVERAGE FOR BASELINE TESTING

The following tests will be arranged for by the Corporation, for the purposes of Article 16:

Billi, AST, ALT, Billi (liver Function)  
Urea  
Creatinine  
Calcium  
Na, K, Cl, CO2 (Electrolytes)  
CBC  
Lipid (Chol, Trig, HDL, LDL)  
T Protein/Albumin  
RBC porphyrins  
Blood or urine lead  
Blood or urine mercury  
Blood arsenic  
Blood zinc  
Anti HCV (Hep C)  
Hep B (Anti HBS)  
Anti HAV IgG (Hep A)  
HIV

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