

**2018-2020 COLLECTIVE AGREEMENT**

**THIS AGREEMENT made in quadruplicate**

**This 27<sup>th</sup> day of April 2018**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF VAUGHAN**

**hereinafter called the CORPORATION**

**OF THE FIRST PART**

**-and-**

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

**hereinafter called the "ASSOCIATION"**

**OF THE SECOND PART**

**11093 (09)**

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## **GENERAL PURPOSE**

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

NOW THEREFORE, this Agreement witness:

## **ARTICLE 1 - EMPLOYEES COVERED**

### **1.01 ALL FULL-TIME EMPLOYEES**

The provisions of this Agreement shall apply only to all full-time employees employed in the City of Vaughan Fire and Rescue Service, hereinafter called the "VFRS".

### **1.02 PROBATION PERIOD**

Each new member of the VFRS shall be deemed to be a probationary employee for the first twelve (12) consecutive months of employment.

## **ARTICLE 2 - RECOGNITION**

### **2.01 ASSOCIATION AS BARGAINING AGENT**

The Corporation (also known as the Employer as defined by the *Fire Protection and Prevention Act, 1997, Part IX - Firefighters: Employment and Labour Relations*, as amended, hereinafter called the "FPPA") recognizes the Association as bargaining agent for all full-time Firefighters (as defined by the FPPA) and other full-time employees of the VFRS, except the Fire Chief, Deputy Fire Chiefs, Assistant Deputy Chiefs and Supervisor of Administration in the Office of the Fire Chief.

The City is not restricted from creating Assistant Deputy Chief positions that are substantially managerial, with core duties and responsibilities that are either within the core duties of the excluded Chief and/or Deputy Chief positions or are otherwise managerial, provided that positions or classifications or substantial work of the bargaining unit are not eroded.

### **2.02 ASSOCIATION DUES DEDUCTION**

It is agreed that all employees who are now members of the Association and all future employees, within thirty (30) days of becoming an employee, shall pay Association dues. An employee's membership in the Association will be optional, but the paying of the dues as aforementioned will be compulsory; and it is agreed that the Corporation will deduct such employee's monthly Association dues and remit said



dues to the Association monthly through direct deposit to an account authorized by the Association.

### **2.03 NAMES OF ASSOCIATION OFFICERS**

The Association agrees to keep the Corporation advised as to the names of officers, executives and negotiating committee upon their election of any change therein.

### **2.04 RECRUIT BRIEFING**

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

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

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

### **2.05 ASSOCIATION OBSERVER**

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

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

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

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

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

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

## **2.06 ELECTIONS**

Employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange a duty exchange for voting on the Election Day.

## **ARTICLE 3 - MANAGEMENT FUNCTIONS**

### **3.01 ACKNOWLEDGE EXCLUSIVE FUNCTIONS**

The Association acknowledges that it is exclusively the function of the Corporation to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, classification, transfer, or that a claim an employee has been discharged, suspended, disciplined without just cause may be subject to a grievance and dealt with as provided herein;
- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the VFRS and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the VFRS's operation not otherwise specifically dealt with elsewhere in this Agreement.
- (e) the Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.
- (f) The Corporation may appoint an employee to act in a position outside the bargaining unit for a period of up to one year.

### **3.02 NO CONTRACTING OUT**

Except to the extent and to the degree mutually agreed upon by the parties and except in the case of emergency, no work which in accordance with current practice is performed by an employee covered by this Agreement shall be performed by another

employee of the Corporation who is not covered by this Agreement or by a person who is not an employee of the Corporation for the term of this Agreement.

### **3.03 LABOUR MANAGEMENT COMMITTEE**

A Labour Management Committee shall be established consisting of three (3) members from the Corporation and three (3) members from the Association executive. The Association and the Corporation agree to keep each party informed of Committee members. The Labour Management Committee shall meet quarterly and shall be at a location and time mutually agreed upon. The purpose of this committee is to discuss employment issues of mutual concern.

### **3.04 TECHNOLOGICAL CHANGE**

At least 90 days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Corporation plans to effect the change; the location or locations involved.

Within 15 days after the foregoing notice has been given, the Corporation shall make disclosure to the Association of the effects of the change or changes on any employee.

Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any employee. If agreement has not been reached within 15 days after disclosure by the Corporation of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for by the FPPA, as amended. The time limits provided in the FPPA shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

### **3.05 LAYOFF NOTICE**

The Corporation shall consult with the Association at least (21) days prior to informing the employees of any lay off. Such consultation shall include the names of employees to be laid off, the timing, the locations and duration of such layoffs.

### **3.06 INDEMNIFICATION**

The Corporation shall indemnify and save harmless its firefighters from civil liability arising out of their duties, excluding willful and malicious damage, and shall provide counsel at its expense, as required.

Where a firefighter is charged with a criminal or quasi-criminal or statutory offence flowing from his/her duties, and he/she is acquitted, he/she shall be reimbursed for any reasonable legal expenses incurred as a result of such charges as are assessed pursuant to the Solicitors' Act or as are agreed upon by counsel for the Corporation.

## **ARTICLE 4 - DISCRIMINATION AND COERCION**

### **4.01 NO DISCRIMINATION BY VIRTUE OF MEMBERSHIP**

There shall be no discrimination or intimidation by either party against any employee because of membership in the Association or non-membership in the Association or by virtue of holding office in the Association or by virtue of membership on the joint Health and Safety Committee established under Section 8 of the *Occupational Health & Safety Act*.

### **4.02 APPLICATION**

Provisions of this Agreement shall be applied to all employees of the VFRS without discrimination.

### **4.03 NO DISCRIMINATION BY VIRTUE OF PROTECTED GROUNDS**

The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, or political affiliation.

## **ARTICLE 5 - HOURS OF WORK**

### **5.01 OPERATIONS DIVISION**

As of January 1, 2018, the hours of work for the Operations Division are as illustrated in Appendix "A".

The formal start and finish times to be as follows: shifts will be from 08:00 AM to 08:00 AM the next calendar day.

The members of the VFRS shall work a forty-two (42) hour week on the average as approved by the Fire Chief. All Firefighters, except Fire Prevention Division personnel, Mechanical Division personnel, Training Division personnel and

Firefighters appointed as mechanics under Article 10.06 shall work on a two-platoon system as defined by the FPPA.

## **5.02 FIRE PREVENTION, COMMUNICATIONS, MECHANICAL AND TRAINING**

The Clerk-Typists shall work a thirty-five (35) hour week on the average as approved by the Fire Chief.

The Fire Prevention Division, the Communications Division, Mechanical Division and Training Division shall work a forty-two (42) hour week on the average, as approved by the Fire Chief. The Communications Operators shall work twelve (12) hour shifts.

Normal hours of work for Mechanical Division, Prevention Division and Training Division shall be from 8:00 AM to 4:30 PM Monday through Thursday and 8:00 AM to 4:00 PM on Friday unless otherwise agreed to the Fire Chief and the Association.

## **5.03 SHIFT CHANGES**

It is understood that nothing in the above hours of work will prevent the Fire Chief or his designee granting the request of any two (2) Firefighters of at least equal rank or qualification to trade shifts or days off, provided that operational and scheduled specialized training (from an outside agency) needs posted at least 30 days in advance are accommodated and provided further that all requested shift changes shall be approved prior to the end of the previous tour.

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

Employees shall work no more than a maximum of 36 consecutive hours and shall have 24 hours off duty prior to returning to duty. Employees may work a maximum of 4 hours shift change before or past their shift on the 24 on – 24 off – 24 on shift (“Back to Back”) tour. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43(7).

## **5.04 PLATOON TRANSFER**

In the event that a Firefighter's transfer or promotion necessitates a change of platoon, at least twenty-one (21) days' notice shall be given of such change. The above twenty-one (21) days' notice shall not apply under conditions deemed by the Fire Chief to be an emergency.

## **5.05 EMPLOYEE CHANGING TO DAYS TO ACCOMMODATE TRAINING**

It is understood, the Fire Chief may schedule an employee out of the 24-hour shift rotation for the purpose of receiving or providing training.

## **ARTICLE 6 - VACATION ALLOTMENT**

### **6.01 ENTITLEMENT**

All employees who have completed their first six (6) months and who have one (1) year or less continuous service as of July 1st in any year shall be entitled to vacation with pay in the amount of one (1) day for every month worked up to a maximum of two (2) weeks.

All employees with more than one (1) year continuous service as of July 1<sup>st</sup> in any year but less than three (3) years of continuous service shall be entitled to two (2) weeks' vacation with pay.

All employees who have three (3) years or more continuous service as of July 1st in any year shall be entitled to three (3) weeks' vacation with pay.

For each year of service over five (5) years, employees will be entitled to one (1) extra day of vacation with pay to a total of four (4) weeks after ten (10) years.

The employee shall then be entitled to one (1) extra day of vacation for each two (2) years' of service to a maximum of five (5) weeks after twenty (20) years of service.

Thereafter employees shall be entitled to one (1) extra day of vacation for each year of service to a maximum of six (6) weeks after twenty-five (25) years of service.

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

### **6.02 VACATION SELECTION**

Within each Division, vacation periods shall be selected on a rotation basis, with the firefighter with the most seniority selecting first and continuing down the list based on seniority. Selections shall be made one week of vacation at a time. Vacations shall be restricted to a twelve (12) month period with no accumulation of holidays from year to year, except as provided for below. One week of vacation shall include an entire tour of duty.

The Corporation will make reasonable efforts to accommodate the scheduling requests of employees.

For Operations Staff:

Vacation Days or Lieu Days shall equal 1 credit (12 hours) and must be taken in pairs to complete a full 24-hour period. A maximum of one Vacation Day or Lieu Day may be carried over into the following year.

- The vacation week blocks shall be as follows:

|         | Mon | Tues | Wed | Thurs | Fri | Sat | Sun |
|---------|-----|------|-----|-------|-----|-----|-----|
| Block 1 | Mon |      |     | Thurs |     |     |     |
| Block 2 |     |      |     |       | Fri |     | Sun |
| Block 3 |     |      | Wed |       |     | Sat |     |
| Block 4 |     | Tues |     |       |     |     |     |

- A week block is Monday through Sunday
  - One day is equal to one 12 hour shift = one (1) vacation credit
  - Each employee shall choose one week (or, in the case of an employee on the 24-hour shift rotation, one of the four week blocks) at a time, in rotation, by seniority, as per the schedule mutually agreed upon
  - After vacation weeks are selected, remaining individual credits may be utilized individually, booked in accordance with the Vacation scheduling rules
  - Employees who have been transferred to another shift will have their vacation calendar time honoured as was booked on their original shift. If the transfer results in a vacation credit(s) not necessary for the new vacation schedule such will be added to their vacation bank; if such a transfer required the employee to use an additional credit(s) the City may advance such credit(s) from the next years entitlement, lieu time or time owing may also be used at the discretion of the employee.
- a) Complete vacation weeks, on a calendar-week or block basis, are to be selected first.
  - b) Staff are encouraged, in fairness to all and to ensure all scheduling demands will fit into the available time, to select a variety of calendar weeks or blocks, i.e. ‘block 1, Mon, Thurs, block 2 Fri, Sun, block 3 Wed, Sat, block 4 Tues’;
  - c) Selections will be chosen within the respective station, in rotation by seniority;
  - d) The vacation week entitlement represents the number of selections. (i.e. 3 weeks entitlement = 3 selections).
  - e) All vacation-week selections must be complete before vacation-day or lieu day selection commences.
  - f) The balance of vacation-day entitlements will be combined with lieu day entitlement.

## **ARTICLE 7 - LIEU DAYS**

### **7.01 ONE DAY OFF FOR EACH STATUTORY OR DECLARED HOLIDAY**

In lieu of statutory and declared holidays, each Firefighter shall be entitled to one (1) day off for each statutory or declared holiday at such time as may be agreed upon by the Fire Chief and the Association.

### **7.02 LIST OF DAYS**

Statutory and declared holidays shall mean:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 8. Labour Day       |
| 2. Family Day     | 9. Thanksgiving Day |
| 3. Good Friday    | 10. Christmas Day   |
| 4. Easter Monday  | 11. Boxing Day      |
| 5. Victoria Day   | 12. Remembrance Day |
| 6. Canada Day     | 13. Floating Day    |
| 7. Civic Holiday  |                     |

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

### **7.03 MECHANICS, TECHNOLOGISTS AND CLERKS**

The Fire Department Mechanic, Fire Protection Technologist, and Clerk-Typist shall receive all the holidays listed in Section 7.02 at such times as may be suitable to the employee and the Fire Chief with no accumulation from year to year.

### **7.04 REASONABLE EFFORTS MADE**

The Corporation will make reasonable efforts to accommodate the scheduling requests of employees.

## **ARTICLE 8 - SICKNESS AND ACCIDENT**

### **8.01 WSIB TOP-UP**

Employees off duty as a result of an occupational accident or occupational illness incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by the *Workplace' Safety and Insurance Act* of Ontario.

While an employee is off work or on modified duties and receives Workers' Compensation or insurance at less than regular salary, the employee shall be paid the difference between the Worker's Compensation or insurance payments and normal earnings (net normal pay) by the Employer until the Workplace Safety and Insurance



Board reaches a final decision with respect to Total Disability or until the employee becomes of pensionable age (normal retirement age), whichever shall first occur.

In the event that the Board awards a Loss of Earnings to age 65, the Corporation will have no further liability under this clause. Notwithstanding the above, the Corporation will make every effort to place a disabled employee in a job that is totally within the employee's capabilities.

## **8.02 RETURN TO WORK PROGRAM**

1. The parties agree the employee on sick leave and/or WSIB will participate in a return to work program when alternate/modified work is made available which the employee can perform, taking into account any confirmed medical restrictions.
2. The parties further agree to meet to finalize the particulars pertaining to: medical confirmation of illness; priority placements; availability of work; return to work opportunities; and any other issues agreed to by the parties.
3. In the event there is not an agreement on all of the specified in #2 above, then either party may refer any remaining issues to arbitration.
4. Until the defined in #2 above are finalized, this document is without prejudice to any position either party may take regarding the manner in which those particulars are implemented.
5. An employee who through illness or injury cannot return to normal duties and responsibilities will be accommodated pursuant to the Ontario Human Rights Code. When a disabled employee who has been accommodated in another position is able to perform the normal duties and responsibilities of his/her former position, then he/she shall be returned to the former position as soon as possible. It is understood that nothing in this section is intended to limit the Corporation's, the Association's or the employee's obligations to accommodate disabled employees under the Ontario Human Rights Code. In fact, all recognize and agree that they are bound by the OHRC and that all rights and obligations thereunder apply to them.

## **8.03 OCCUPATIONAL ACCIDENT OR ILLNESS**

"Occupational accident or illness" shall mean any type of sickness, injury, or illness incurred by an employee while performing duties on behalf of the Corporation.

## **8.04 TRAVELING TO THE ONTARIO FIRE COLLEGE**

When a Firefighter is travelling between his/her place of residence on a Fire Department related course at the Ontario Fire College, he/she shall be deemed to be "at work" as defined by the *Workplace Safety and Insurance Act*. The most direct route must be taken to and from the place of residence and the course location. Individuals must also log in at Communications, when leaving and returning from said courses.

## **8.05 REVERT VACATION TO SICK LEAVE**

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

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

## **8.06 SICK LEAVE**

For employees on the 24-hour shift schedule, one sick day equals 12 hours. An employee may book sick in 12-hour increments or the full 24-hour period, however, if an employee leaves work sick such worked hours will be pro-rated for those hours worked.

## **ARTICLE 9 - CUMULATIVE SICK LEAVE**

### **9.01 SICK LEAVE CREDITS**

Each employee shall receive sick leave credits at a rate of one and one-half (1-1/2) days per month for the purpose of protecting the employee against loss of income when the employee is legitimately ill.

### **9.02 SICK LEAVE CREDIT ACCUMULATION**

The sick leave credits will be cumulative from the first day of employment but not usable until the end of the first six (6) months of the probationary period. Each employee shall receive sick pay at full rate of pay for any time lost by any accident or illness, and such lost time shall be deducted from sick leave credits limited to the total days accumulated for sick leave. Any time lost through occupational injury or occupational illness shall not be deducted from sick leave credits. For the purpose of this Article, a day shall mean any shift that commences in any calendar day and terminates in the same calendar day or the immediately following calendar day.

### **9.03 MEDICAL NOTES AND CRITICAL LEAVE**

In all cases of accident or illness of more than three (3) days, the accident or illness shall be proven by certificate from a qualified medical practitioner.

- (a) Medical Notes: Upon providing a paid receipt employees will be reimbursed for medical notes, and reasonable costs for specialists' notes and reports, required by this Agreement or requested by the Corporation.
- (b) Employees may be allowed time off from work for unforeseen critical personal needs with the approval of the Fire Chief and use up to a maximum of three (3) accumulated sick days per year for such purposes.

#### **9.04 PREGNANCY/PARENTAL LEAVE**

- (a) Pregnancy Leave: Upon at least two (2) weeks written notice to the Corporation and provision of a certificate from a legally qualified medical practitioner stating the expected birth date, a pregnant employee who has completed thirteen (13) weeks employment will be granted seventeen (17) weeks pregnancy leave without pay.
- (b) Parental Leave: Unpaid Parental Leave of up to eighteen (18) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2) weeks notice to the Employer. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other employees, Parental Leave must begin no more than thirty-five (35) weeks after (i) the birth of the child, or, (ii) the child comes into the care and custody of the parent.
- (c) The following provisions apply to Parental and Pregnancy Leave:
  - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer, unless the employee elects in writing not to do so.
  - (ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave.
  - (iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave.
  - (iv) All written notifications will be in accordance with the *Employment Standards Act*, time limits.
- (d) An employee who is in receipt of EI Pregnancy or Parental benefits shall be paid a supplementary EI benefit in an amount which combined with the gross Employment Insurance benefit brings his/her compensation to 75% of his/her weekly salary for a maximum of 15 weeks of pregnancy leave and 10 weeks of parental leave.
- (e) The employee shall provide the Corporation with at least two weeks notice of his/her date of return to work.
- (f) The pregnant firefighter, upon submission of a medical practitioner's written recommendation, shall be re-assigned to non-direct suppression duties until pregnancy leave commences.

#### **9.05 ANNUAL NOTIFICATION OF ACCUMULATED CREDITS**

The Corporation shall, during January, advise each employee individually in writing of their accumulated sick leave credits at December 31st.

**9.06 ADVANCEMENT OF SICK LEAVE CREDITS**

With the approval of the Fire Chief, in the event that an employee has used all of his/her accumulated sick leave credits, and has no other paid leave of any kind, such an employee may be advanced future sick leave credits to a maximum of 14 days (either a 12-hour credit or a normative work day). Such sick leave advance will be recovered from immediate future earned credits or the equivalent dollar amount will be recovered in the event of termination of employment. For employees with less than (5) five years of service, additional credits may be advanced under the same conditions at the discretion of the Fire Chief or as stated in Section 9.07 of this agreement.

**9.07 DONATED SERVICES**

In the event that an employee has used all his or her accumulated sick leave as herein provided for sickness or accident not occasioned in the performance of his or her duty, the Executive Board of the Association, may, with the approval of the Fire Chief, arrange with the other employees to volunteer their shift changes, vacation day credits or statutory holidays without pay on their day off so that the affected employee may continue on the strength of the Department for a period of time.

**ARTICLE 10 - SALARIES**

**10.01(A) SCALE OF SALARIES**

The scale of salaries for employees will be set up on a percentage basis as follows with the base of 100% being the rate for the 1<sup>st</sup> Class Firefighter:

|  |      |
|--|------|
| Candidate (3 month recruit training program)                       | 55%  |
| 5 <sup>th</sup> Class Firefighter (9 months/remainder of the year) | 60%  |
| 4 <sup>th</sup> Class Firefighter                                  | 70%  |
| 3 <sup>rd</sup> Class Firefighter                                  | 80%  |
| 2 <sup>nd</sup> Class Firefighter                                  | 90%  |
| 1 <sup>st</sup> Class Firefighter                                  | 100% |
| Platoon Chief  | 130% |
| District Chief   | 125% |
| Captain  | 120% |
| Training Officer   | 120% |
| Chief Training Officer   | 130% |
| Chief Fire Prevention Officer                                      | 130% |
| Fire Prevention Captain  | 120% |
| Fire Prevention Inspector - 5th Class                              | 60%  |
| Fire Prevention Inspector - 4th Class                              | 70%  |
| Fire Prevention Inspector - 3rd Class                              | 80%  |
| Fire Prevention Inspector - 2nd Class                              | 90%  |
| Fire Prevention Inspector - 1 <sup>st</sup> Class                  | 100% |
| Fire Protection Technologist - 4 <sup>th</sup> Class               | 70%  |

|  |       |
|--|-------|
| Fire Protection Technologist - 3 <sup>rd</sup> Class | 80%   |
| Fire Protection Technologist - 2 <sup>nd</sup> Class | 90%   |
| Fire Protection Technologist - 1 <sup>st</sup> Class | 100%  |
| Chief Mechanical Officer                             | 130%  |
| Fire Department Mechanic - Year 1                    | 80%   |
| Fire Department Mechanic - Year 2                    | 90%   |
| Fire Department Mechanic - Year 3                    | 100%  |
| Clerk Typist - Year 1                                | 50.8% |
| Clerk Typist - Year 2                                | 55.8% |
| Clerk Typist - Year 3                                | 60.8% |
| Communications Operator - Year 1                     | 75%   |
| Communications Operator - Year 2                     | 80%   |
| Communications Operator - Year 3                     | 85%   |
| Communications Operator - Year 4                     | 90%   |

**10.01(B) ANNUAL SALARY**

The 1<sup>st</sup> Class Firefighter shall be paid an annual salary of \$99,100 effective January 1, 2018; \$100,982.90 effective January 1, 2019; \$102,497.64 effective January 1, 2020; \$103,204.52 effective July 1, 2020. Pay dates shall be every second Thursday and shall represent 1/26<sup>th</sup> of annual salary.

**10.01(C) COMMUNICATION SUPERVISOR**

The salary scale for the Communications Supervisor will be 130% of the rate for the Communications Operator.

**10.01(D) RECOGNITION PAY**

Each member of the bargaining unit, who meets the service requirements in the VFRS as a full-time employee shall be entitled to Recognition Pay based on a first class firefighter rate as follows:

|   |  |  |
|---|--|--|
| After completion of<br>8 or more continuous<br>years of service | After completion of<br>17 or more continuous<br>years of service | After completion of<br>23 or more continuous<br>years of service |
| 3%  | 6%   | 9%   |

Recognition pay shall be paid bi-weekly on each pay cheque and shall be included as salary in calculating any payments that are based on a member's salary. This salary shall be used to calculate such payments as: pension contributions, overtime, vacation, statutory holiday pay, sick leave pay, and WSIB benefits, etc.

## **10.02 OFFICERS AND ACTING OFFICERS**

- (a) Each full-time fire hall will be commanded by a Captain.
- (b) Whenever the on-duty crew consists of seven (7) or more Firefighters, a second Captain shall be assigned.
- (c) Whenever the officer(s) are absent, the appropriate qualified acting-officer(s) will be designated by the Fire Chief. The designee shall be paid at the rate of the next highest rank for all hours designated on any shift. All such time shall be computed to the closest hour. Each appointment shall terminate at the end of each shift.

## **10.03 OVERTIME**

- (a) Any employee who is required to remain on duty after normal quitting time, who is required to report for duty before normal starting time, shall be compensated for all such time at a rate of time and one-half based on the employee's normal rate of pay. All such overtime shall be computed to the closest half (1/2) hour.
- (b) Any employee who is called-in for emergency duty on a normal day-off, shall be compensated for all such time worked at a rate of time-and-one-half (1 1/2) based on the employee's normal rate of pay, and will be for a minimum of three (3) hours. All such time worked will be computed to the nearest half (1/2) hour.
- (c) Call-back for overtime purposes shall be on a rotational alphabetical list of off-duty Firefighters. Separate lists will be maintained for each combination of off-duty platoons. The appropriate list will be used to determine which Firefighter is eligible for the next call-back. A reasonable attempt shall be made to contact the eligible Firefighter before moving to the next name. If a Firefighter declines or cannot be contacted the date shall be recorded. If a Firefighter accepts the call-back the date shall be recorded and the next time the list is used it shall begin at the next name. If a Firefighter is unavailable for call-back due to being already engaged in a shift change or Association business the Firefighter's name shall be marked and returned to at the next opportunity.

Employees shall work no more than a maximum of 36 consecutive hours and shall have 24 hours off duty prior to returning to duty. Employees may work a maximum of 4 hours shift change before or past their shift on the 24 on – 24 off – 24 on shift (“Back to Back”) tour. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43(7).

#### **10.04 OVERTIME AND TIME BANK**

In lieu of payment for overtime and/or call-back, an employee with room in his/her overtime bank may elect to bank credits in their overtime bank, which shall be capped at one hundred and twenty-six (126) straight time hours. It is understood that the time credited to their overtime bank is to be taken in time off at a mutually agreeable time. If the time off provided requires a replacement, then their overtime bank shall be deducted at one and one-half (1½ hours for each hour taken in time off). An employee may request at any given time a payout of a portion or all of the hours accumulated in their overtime bank. In the event of death or retirement or termination, where the employee was not able to use all of the banked credits, payment will be provided for any unused credits.

All time off taken shall be at the employee's current rate of pay regardless of the rate at which the Time Off in Lieu was earned.

When an employee utilizes his/her overtime bank as paid leave, the time removed from his/her overtime bank will be the hours of least value.

#### **10.05 ATTENDING COURT**

Employees who are required to attend court in relation to their duties as a member of the VFRS, at a time that they would otherwise have been off duty, will receive overtime pay at time and one-half their normal rate of pay for the actual time spent with a minimum of four (4) hours. Any monies received as witness fees shall be turned over to the Corporation.

#### **10.06 STANDING COMMITTEES - OVERTIME**

Any committee overtime worked as scheduled by Management shall be paid at the rate of time and one-half.

Committee work includes:

UNIFORM COMMITTEE  
DRIVER FITNESS PROGRAM  
TECHNICAL RESCUE  
WFI STEERING COMMITTEE

Committee Structure: The identified committee composition will be as follows:

- Association
- Management
- Training
- Health and Safety
- Up to four (4) technical advisors (as required)

All committee members, excluding any Association Executive Members, will be compensated according to the Collective Agreement.

All committees are to provide a status report to the Fire Chief once each quarter.

#### **10.07 EFFECTIVE DATE OF PAY INCREASE**

It is agreed that the effective date of any pay increases will be on the date of promotion or reclassification, or as agreed in the Collective Agreement.

#### **10.08 FIRE PREVENTION INSPECTOR AFTER HOURS STANDBY**

Fire Prevention Inspectors scheduled to standby for after-hours call-in shall be paid the sum of \$115 for each seven-day period of standby duty. They must be able to respond within one hour of call-in. Those employees called-in while on standby shall be compensated in accordance with Article 10.03 (b).

#### **10.09 PREMIUM PAY**

The Firefighter (1<sup>st</sup> Class or Lower Rank) who is qualified and appointed to instruct in Defibrillation, Trench Rescue, Confined Space Rescue and Hazmat shall be paid 10% over the current rate during the term of appointment.

#### **10.10 ONE HOUR OF PAY**

One hour's pay shall be determined by dividing the Firefighter's annual salary rate by 2184.

#### **10.11 ONE DAY OF PAY**

One day's pay for employees that work shift work (42 hours per week on average) shall be determined by dividing the employee's annual salary by 182.

### **ARTICLE 11 - PROMOTIONS AND SENIORITY**

#### **11.01 RECOMMENDATION FOR PROMOTION**

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

#### **11.02 CLASSIFICATION EXAMINATIONS**

a) After serving twelve (12) months and upon being examined and recommended by the Fire Chief, and not otherwise, each Firefighter shall be advanced one classification every twelve (12) months thereafter until reaching the rank of Firefighter 1<sup>st</sup> Class.



b) To qualify for upgrading from Firefighter 5th Class to Firefighter 4th Class, Firefighter 4th Class to Firefighter 3rd Class, a mark of seventy percent (70%) must be attained on the written examination and seventy percent (70%) on the practical examination. To qualify for upgrading from Firefighter 3rd Class to Firefighter 2nd Class and from Firefighter 2nd Class to Firefighter 1<sup>st</sup> Class, a mark of seventy-five percent (75%) must be attained on the written examination and seventy-five percent (75%) on the practical examination.

c) A Firefighter who does not attain the marks required to upgrade to the next classification may appeal his/her examination and practical results as defined below:

i) All Firefighters shall be entitled to an interview with the Assistant Deputy Fire Chief upon request; such request shall be made within seven (7) days of the notification of the exam results.

ii) Failing a satisfactory solution in paragraph (c), the applicant shall be entitled to an interview with the Review Board (as defined in Schedule B, Article 2.5).

iii) Copy of Exam Record – This will include the candidate's practical check sheet as well as reasonable access to the written examination (i.e. review of written examination documents in the presence of the Assistant Deputy Fire Chief).

### **11.03 SENIORITY**

In determining an employee's length of service for seniority purposes, computation will begin on the date the employee commences employment with the VFRS.

The order of seniority shall be reflected through the issue of badge numbers to all employees. The existing list of badge numbers shall continue. In the event of more than one employee starting employment on the same date, the order of seniority will be based on the date and time-stamped receipt of the acceptance of the offer of employment, by the Human Resources Department.

Former employees re-entering the VFRS after continuity of service has been broken for any reason (Her Majesty's Service in the Armed Forces excepted) shall be considered as new employees and seniority shall be computed as of the date of re-entry into the VFRS.

### **11.04 PROMOTION TO OFFICER**

Promotions to an Officer rank shall be in accordance with the procedure set out in Schedule "B" attached to and forming part of this Agreement.

### **11.05 TEMPORARY POSITION OUTSIDE OF THE BARGAINING UNIT**

If an employee accepts a transfer to a temporary position outside of the bargaining unit, the employee shall have the right to return to his/her position in the bargaining

unit for a period of twelve (12) calendar months. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit, as well as time spent outside the bargaining unit. During such time outside the bargaining unit the employee shall not be involved in the administration of discipline to other bargaining unit members.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 ASSOCIATION LEAVE**

Officers and elected members of the Association may be granted such leave of absence as may be necessary for the proper performance of the duties of their office insofar as the regular operation of the service of the VFRS will permit at the approval of the Fire Chief.

### **12.02 BEREAVEMENT LEAVE**

In the case of a death in the employee's immediate family (including spouse's immediate family), namely the husband/wife, child, foster child, mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, grandparent or common law spouse, the employee shall be permitted to be absent for not more than five (5) days with pay or two (2) 24 hour shifts; in the case of the death of any other relative of the employee, for not more than one (1) day or one (1) 24 hour shift for the purpose of attending the funeral. The above five (5) day or two (2) 24 hour shift limit for the purpose of this Article shall mean the days between and including the days of death and interment. Notwithstanding the above, when the day of interment falls outside these time limits, the employee shall be granted that extra day off for the purpose of attending the funeral.

## **ARTICLE 13 - PENSIONS, INSURANCE HOSPITALIZATION**

### **13.01 OMERS ENROLLMENT**

All employees shall become and remain members of the Ontario Municipal Employees Retirement System Plan as provided. The Fire Department Mechanic's, Fire Protection Technologist's, and Clerk/Typist's OMERS pension will be provided on a "normal retirement age 65" basis.

### **13.02 SERVICES COVERED**

The Corporation shall pay the billed premiums for the following forms of insurance:

- Ontario Health Insurance
- Group Life Insurance (up to a maximum of \$300,000)
- Extended Health Care
- Hospital: semi-private

Prescription Drugs: (excluding over the counter drugs) generic drugs only, unless the physician prescribes otherwise, and in accordance with the insurance provider's enhanced generic drug substitution requirement as described on the date of ratification.

Smoking cessation prescription drugs to be included in the drug plan to a maximum of \$500 lifetime.

Prepaid with Card and \$3.00

Long Term Disability Insurance maximum \$8,000.00 (monthly).

Custom made orthotic inserts for shoes, when prescribed by a doctor, podiatrist, or chiropodist up to a maximum of two pairs of inserts to an overall maximum of \$400 per pair in a benefit year.

**Dental:**

Shall be paid on the basis of the current year's Ontario Dental Association fee schedule.

Dental coverage to provide for recall exams every nine months.

**Orthodontic:**

\$1,500.00 maximum per child per year

\$3,000.00 lifetime maximum per adult.

**Major restorative:**

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

**Vision care:**

\$450 maximum every 2 calendar years and can be used for eye exams effective January 1, 2019.

**Laser Eye Surgery:**

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

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

- 1) Further vision care claims will not be eligible until the customary vision care entitlements have been absorbed.
- 2) Proof of decreased visual acuity must be submitted to be eligible for any corrective eyewear or contact lenses cost reimbursement after the \$1,500 has been absorbed.
- 3) The insurance carrier's determination of whether visual acuity has deteriorated will be based on submission of medical information by the employee.

- 4) Any outstanding monies owing to the employer will be paid in full upon termination of employment. Outstanding amounts will be prorated to correspond with normal vision care entitlements.

**Paramedical Services:**

Annual maximum of \$2500 for Psychologists Services (coverage will be reimbursed according to the reasonable and customary fee schedule).

Excluding Psychological Services as outlined above, \$50.00 per visit as outlined in current benefits handbook.

**13.03 BENEFITS PROVIDER**

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

The Corporation agrees to provide a copy of the master benefit plan to the Association President upon change in carrier, on an annual basis, and/or when there is a change to the master benefit plan (presently version 2017-01-01).

The Corporation agrees to provide the Association with a copy of the reasonable and customary fee schedule for paramedical services on an annual basis.

**13.04 HEPATITIS B VACCINATION**

An employee may request the Corporation to provide at the Corporation's expense, full vaccination protection against Hepatitis B.

**13.05 UNEMPLOYMENT INSURANCE PREMIUM REDUCTION**

The Corporation will retain the entire premium reduction granted by the Unemployment Insurance Commission because of the Corporation's sick leave plan to be applied against the Corporation's cost of benefits.

**13.06 RETIREE BENEFITS**

- 1) \$15,000 Life Insurance
- 2) Pay-Direct drug plan - 90% reimbursement of drug costs generic drugs only unless physician prescribes otherwise (excluding over the counter drugs) and in accordance with the insurance providers' enhanced generic drug substitution requirement as described on the date of ratification.
- 3) basic dental:
  - Shall be paid on the basis of a three (3) year lag of the Ontario Dental Association fee schedule.
  - Dental coverage to provide for recall exams every nine months.
- 4) \$450 maximum every 2 calendar years for vision care effective January 1, 2019.
- 5) The parties agree to extend access to the Employee and Family Assistance Program (EFAP) to retired/Division 17 members.

- 6) Psychological services provided to a maximum of 10 visits (reasonable and customary fee schedule) to a maximum of \$2500 per annum.

**Early Retirees**

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

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

**ARTICLE 14 - UNIFORMS & EQUIPMENT**

**14.01 UNIFORM ISSUE**

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

|                              | A    | B    | C    | D                |
|------------------------------|------|------|------|------------------|
|                              | Qty. | Qty. | Qty. | Points           |
| <u>Dress Uniform:</u>        |      |      |      |                  |
| tunic                        | 1    | 1    | 1    | 170              |
| safety shoes                 | 0    | 1    | 0    | 76               |
| uniform pants/skirts         | 1    | 1    | 1    | 54               |
| uniform shirts, long sleeve  | 0    | 0    | 1    | 24               |
| uniform shirts, short sleeve | 1    | 1    | 1    | 22               |
| uniform ties                 | 2    | 2    | 2    | 3                |
| uniform cap                  | 1    | 1    | 1    | 52               |
| gloves                       | 0    | 0    | 0    | 29               |
| <br><u>Work Uniform:</u>     |      |      |      |                  |
| work jacket                  | 1    | 1    | 1    | 230              |
| work shirt, short sleeve     | 4    | 4    | 4    | 60               |
| work shirt, long sleeve      | 0    | 0    | 0    | 65               |
| work pants                   | 2    | 2    | 2    | 74               |
| safety boots                 | 1    | 0    | 1    | 135              |
| <br><u>Accessory Items:</u>  |      |      |      |                  |
| Over shoes, rainwear, etc    | 0    | 0    | 0    | current \$ value |

14.01 (b) Each year following the initial issue, each uniformed Officer and Firefighter shall be entitled to requisition, by October 15th, with the approval of the Fire Chief, and which approval shall not be unreasonably withheld, uniform and work clothing items for the following year to a maximum of 325 points. A maximum of 75 unused points may be accumulated to the following year. Points shall be allocated to items as per column D in Article 14.01(a).

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

All employees issued uniforms are required to keep them in a neat, clean, and presentable form at all times. The Fire Chief reserves the right to require them to draw specific items of clothing if, in the Fire Chief's opinion, the condition of the present item is no longer acceptable.

#### **14.02 CLEANING ALLOWANCE**

Uniformed members of the VFRS will be paid a cleaning allowance of up to \$150 per annum upon presentation of original receipts.

#### **14.03 PERSONAL PROTECTIVE EQUIPMENT**

Each employee shall be supplied with adequate personal protective equipment, which shall be issued at the discretion of the Fire Chief.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

#### **15.01 GRIEVANCE COMMITTEE MAKE-UP AND NOTIFICATION**

The Association shall appoint a Grievance Committee of three (3) members from among their membership and shall file their names annually with the Fire Chief and the Corporation, and both parties shall be notified of any changes made in the Grievance Committee throughout the year.

#### **15.02 COMPLAINT OR GRIEVANCE PROCEDURE**

Should any complaint or grievance arise relative to working conditions, wages, etc., believed contrary to this Agreement or as the result of any action involving an individual member or members of the Association, the employee or employees concerned may then proceed as follows to receive explanation, clarification, or settlement of the complaint or grievance. All submissions and replies shall be in writing, including reasons, by all parties.

#### **15.03 STAGE 1 – LETTER OF COMPLAINT**

The employee shall take up the matter in writing with the Fire Chief or his/her designate prior to noon on the seventh (7th) working day after the day on which the

circumstances giving rise to the complaint have originated or occurred, and the Fire Chief or his/her designate shall reply prior to noon of the seventh (7th) working day following the day of receipt. (The employee may appeal to the Association's Grievance Committee if the matter is not settled at Stage 1. Said Grievance Committee shall give due consideration to the grievance and, after having satisfied themselves that there is just cause for the grievance, proceed as follows):

#### **15.04 STAGE 2 – MEETING WITH THE FIRE CHIEF**

The employee, accompanied by the Grievance Committee, shall take up the matter prior to noon on the seventh (7th) working day following the decision at Stage 1 with the Fire Chief who shall reply prior to noon on the seventh (7th) following working day and failing settlement:

#### **15.05 STAGE 3 – MEETING WITH THE CITY MANAGER**

The employee, accompanied by the Grievance Committee, shall take up the matter prior to noon on the fourteenth (14<sup>th</sup>) working day following the decision in Stage 2 with the City Manager who shall reply prior to noon on the tenth (10<sup>th</sup>) following working day. Failing settlement; the matter may be referred to Arbitration by written notice given within seven (7) additional days as hereinafter provided for in Article 16 - ARBITRATION.

#### **15.06 GROUP GRIEVANCE**

In case two or more employees have an alleged grievance, it shall be taken up by the Grievance Committee starting at Stage 2 prior to noon on the seventh (7th) working day after the day on which the circumstances giving rise to the complaint have originated or occurred.

#### **15.07 ASSOCIATION POLICY GRIEVANCE**

Any difference arising directly between the Association and the Corporation, concerning interpretation or alleged violation of the terms or provisions of this Agreement, may be submitted to either party by the other at Stage 3 prior to noon on the tenth (10th) working day after the day on which the circumstances giving rise to the complaint have originated or occurred.

#### **15.08 EMPLOYER GRIEVANCES**

In the event the employer wishes to submit a grievance alleging the violation of the Collective Agreement, the grievance may be submitted by the Fire Chief or Designate within fourteen (14) calendar days of him/her becoming aware of the incident given rise to the grievance.

The Grievance Committee shall meet with the Fire Chief or designate within ten (10) calendar days of receipt of such grievance and shall render a decision with five (5) calendar days of the meeting.

In the event the decision of the Grievance Committee is not accepted, then the matter may be referred to arbitration in accordance with the process outlined in the “Referral to Arbitration” section. Notification would be to the Chairperson of the Grievance Committee.

#### **15.09 TIME LIMITS AND EXTENSIONS**

In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays, and statutory Holidays shall be excluded. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Corporation and the Association.

#### **15.10 ACCESS TO WITNESSES**

At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.

#### **15.11 EMPLOYEE EXONERATED**

In the case of an employee being exonerated, the employee shall be paid full salary for any time lost and reinstated forthwith.

#### **15.12 DISCHARGE OR DISCIPLINE**

No employee shall be discharged or disciplined without just cause.

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

#### **15.13 ASSOCIATION GIVEN COPY OF DISCIPLINE OR DISCHARGE**

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

#### **15.14 VIEW PERSONNEL FILE**

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



## **15.15 TWO YEAR SUNSET OF DISCIPLINARY NOTES**

All disciplinary notations on a firefighter's personal records shall not be recognized after a period of two (2) years, save and except where there is a repetition of a major offence within forty-eight (48) months.

## **15.16 REFERRAL TO ARBITRATION**

If there is no satisfactory resolve to the grievance after exhausting Step 3 of the grievance process, either party may notify the other party in writing of its desire to submit the grievance to arbitration. Such notification must be given within ten (10) calendar days of receipt of the decision at Step 3 of the grievance process. Notifications by the Association will be to the Fire Chief and the Chief Human Resources Officer.

The parties agree to meet quarterly to review matters that have been referred to arbitration. If the parties agree, the matter will be referred to a pre-booked arbitration date. Two (2) dates with each of the following arbitrators will be booked annually with the expectation of a future referral. The parties agree to produce a compiled list of arbitrators by March 30, 2018.

Any dates not selected at the quarterly meeting prior to the date will be cancelled. Other arbitrators not listed above may be selected if mutually agreed to, however, no dates will be booked without a specific matter having been referred. The parties will review the list each round of negotiations and only those arbitrators who are mutually agreed upon will remain on or be added to the above list.

## **ARTICLE 16 - ARBITRATION**

**16.01** In the event of any controversy with respect to any of the matters covered by the Agreement and in the event that a satisfactory adjustment cannot be reached, the matter in dispute shall be submitted to Arbitration as provided under the FPPA.

**16.02** Where the arbitrator determines in the case of alleged unjust discipline or discharge that the penalty is too severe under all circumstances, the arbitrator may substitute such other penalty as is considered warranted.

## **ARTICLE 17 - EXPENSES**

### **17.01 TRAVEL OUTSIDE OF VAUGHAN**

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

- (1) Overnight, two or more days, \$15.00 per day to cover out of pocket expenses, plus mileage.
- (2) Daytime courses no overnight, up to \$15.00 per day with receipts, plus mileage.
- (3) Mileage will be paid at the corporate rate and computed from the Civic Centre.

## **17.02 USE OF PERSONAL VEHICLE**

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

## **ARTICLE 18 - SUCCESSOR RIGHTS**

In the event that an amalgamation or consolidation of fire services in York Region is agreed to by some or all of the municipalities and the existing VFRS needs to be reorganized as a result, and/or in the event that an amalgamation or consolidation of a component or division of the fire service is agreed to by some or all of the municipalities in York Region and the existing VFRS division needs to be reorganized as a result, the parties agree that:

The proposed reorganization shall not be construed to be contracting out within the meaning of Article 3:02 of this agreement.

The proposed reorganization will not be construed to be technological change within the meaning of Article 3:04 of this agreement.

There will be equitable treatment of all employees affected by the reorganization, that is to say, employees carrying out essentially the same duties and responsibilities should enjoy essentially the same terms and conditions of employment.

The procedural obligations of this agreement should be met and the intent of those obligations should be respected.

Negotiated changes to terms and conditions of employment should be seen as a primary requirement of a successful reorganization.

The Members of this Committee agree that they will work together to resolve all identified issues.

It is understood that Local 1595 members will continue to be members of Local 1595 and subject to all the terms and conditions of their Collective Agreement.

The parties agree that no Local 1595 member will be laid off because of this agreement.

## **ARTICLE 19 - DURATION**

19.01 This Agreement shall remain in force and effect from the 1<sup>st</sup> day of January 2018 until the 31<sup>st</sup> day of December 2020 and from year to year thereafter unless, within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date, either party gives written notice for the termination of the Agreement. In the event of either party desiring or proposing any change or alteration

in the Agreement, but not desiring to terminate the Agreement, such party may give to the other party not less than thirty (30) days' written notice before the renewal date. Both parties shall thereupon negotiate in good faith in respect to the matters that are being proposed for change or alteration. The remaining provisions shall automatically renew themselves as aforesaid.

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

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF VAUGHAN

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)Mayor

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)Clerk

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)THE VAUGHAN PROFESSIONAL FIREFIGHTERS ASSOCIATION,

)INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1595

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)President

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)Secretary

## **SCHEDULE “B”**

### **1. GENERAL CONDITIONS**

All recommendations for promotions shall be made by the Fire Chief of the VFRS.

The Association observers involved in the examination processes will be selected by the President with preference given to an observer who has already successfully completed the examination in question.

### **2. QUALIFYING FOR OFFICER**

#### **2.1 ELIGIBILITY**

Candidates will be deemed eligible to participate in the Qualifying Routine if they will complete at least four (4) years of service as a 1<sup>st</sup> Class Firefighter in the given year. Candidates for the position of Communications Shift Supervisor must come from the Communications Division. Candidates for the position of Fire Prevention Captain must come from the Fire Prevention Division.

For the purposes of Schedule B, Article 2.1, a 1st Class Firefighter shall include those Inspectors, Technologists and Mechanics who are at the 100% salary rate of a 1st Class Firefighter, or above.

#### **2.2 MARKING PROCEDURE**

All applicants shall be tested and marked in the following four (4) categories: 1) written examination, 2) practical oral exam, 3) practical evaluation and 4) performance appraisal. The applicants' final mark shall be the average of the marks in each category. (Maximum 100%)

#### **2.3 QUALIFYING MARK**

The qualifying mark shall be 75% with not less than 50% in any of the categories in Section 2.2.

#### **2.4 EXAMINATION BOARD**

The Examination Board shall consist of up to (2) Assistant Deputy Fire Chiefs (Co-Chairs), (4) Platoon Chiefs, or designate, (1) Human Resources representative and (1) member of the Vaughan Professional Firefighters Association executive committee. An executive committee member of the Vaughan Professional Fire Fighters Association shall be present as a non-participating observer.

#### **2.5 REVIEW BOARD**

A Review Board comprised of two (2) representatives of the Employer and two (2) representatives of the Association will be established to review any questions that may

arise related to questions on the examinations. All questions shall be in writing to the Fire Chief within seven (7) days of the date of receiving the examination results following 2.10 (c), the participants interview with the Assistant Deputy Fire Chief. Adjustments will be made when there is a consensus of the Review Board. The decision of the Review Board shall be final.

## **2.6 WRITTEN EXAMINATION**

- (a) Written Examinations for all candidates shall be adjudicated by the Examination Board.
- (b) Written Examinations to be composed by the Examination Board.
- (c) The Examination Board shall meet to conduct the written examination and mark the exam according to established procedure.
- (d) When the invitation to write qualifying exams is posted, source material, other than the VFRS Training Manual, shall be clearly identified. All material, other than the Training Manual, shall be available to all applicants.
- (e) Candidates with a score of not less than 50% on the written examination shall advance to oral examination.

## **2.7 ORAL EXAMINATION**

- (a) Practical Oral Examination to be composed by the Examination Board. The Examination Board will conduct and mark each applicant according to the established test procedure.
- (b) Each applicant may be asked a maximum of ten (10) oral questions.
- (c) The list of practical oral questions will be issued to the applicant thirty (30) minutes before the oral examination begins. This will allow the applicant time to prepare answers prior to presentation before the Board.
- (d) Candidates with a score of not less than 50% on the oral examination shall advance to practical evolutions.

## **2.8 PRACTICAL EVOLUTIONS**

- (a) Practical Evolutions to be composed by the Examination Board. The Examination Board will conduct and mark each applicant according to the established test procedure.
- (b) Each applicant shall perform one (1) practical evolution.
- (c) Each applicant shall perform one (1) tactical evolution.

- (d) In 2.7(b) and 2.7(c), each applicant will be thoroughly familiar with procedures.
- (e) Following each evolution, the Board will confer orally with each applicant.
- (f) Only employees directly involved or required will be in attendance at the practical evolution.
- (g) Candidates with a score of not less than 50% on the practical evolutions shall advance to performance appraisal.

## **2.9 PERFORMANCE APPRAISAL**

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

## **2.10 QUALIFYING LISTS**

- (a) A composite list of the aggregate scores shall be submitted by the Examination Board to the Deputy Fire Chief for transmittal to the Fire Chief. Where the aggregate scores of employees are relatively equal, seniority will be the determining factor in the ranking among said employees.
- (b) i) Eight lists shall be published ranking employees according to their aggregate score (on the four areas set out in 2.2) within their qualifying year, with each successive year being added to the bottom of the list. There shall be a list of those qualified for promotion to Captain, a list of those qualified for promotion to Training Officer, a list of those qualified for promotion to Communications Shift Supervisor, a list of those qualified for promotion to Communications Supervisor, a list of those qualified for promotion to Fire Prevention Captain, a list of those qualified for promotion to Chief Fire Prevention Officer, a list of those qualified for Chief Mechanical Officer and a list of those qualified for promotion to Chief Officer.
  - ii) Only those on the Acting Fire Prevention Captain List shall be used as an Acting Fire Prevention Captain.
  - iii) Only those on the Acting Captain List shall be used as Acting Captains.
  - iv) Only those on the Acting Training Officer List shall be used as Acting Training Officers.
  - v) Only those on the Acting Communications Shift Supervisor List shall be used as Acting Communications Shift Supervisor.
  - vi) Only those on the Chief Officer List shall be used as Acting Platoon Chief and Acting District Chief

- vii) Employees shall be entitled to act on each platoon or division based on their rank on the aggregate list, with the person who has the highest ranking having the opportunity to act first.
- (c) All participants shall be entitled to an interview with the Assistant Deputy Fire Chief upon request; such request shall be made within seven (7) days of the notification of the exam results.
- (d) Failing a satisfactory solution in 2.10 (c) the applicant shall be entitled to an interview with the Review Board.
- (e) If applicants wish to see their personal marks and examinations, such marks and examinations shall be made available to them by the Deputy Fire Chief.

## **2.11 ADDITIONS TO THE QUALIFYING LISTS**

Regular Qualifying Examinations for Captains shall take place in 2018 and every four (4) years afterwards. Regular Qualifying Examinations for Training Officer shall take place in 2015 and every two (2) years afterwards. Regular Qualifying Examinations for Communications Shift Supervisor shall take place in 2015 and every two (2) years afterwards. Regular Qualifying Examinations for Fire Prevention Captain shall take place in 2015 and every two (2) years afterwards. Regular Qualifying Examinations shall be held according to the above schedule when there are new applicants for the position in question.

All successful candidates from the Regular Qualifying Examination shall be integrated into the existing Acting Captain List, Acting Training Officer List, Acting Communications Shift Supervisor or Acting Fire Prevention Captain List according to their marks and other agreed criteria. All successful candidates will be qualified to act once they have completed four (4) years of service as a 1<sup>st</sup> Class Firefighter in the VFRS. The Fire Chief in consultation with Association President may convene a Qualifying Examination in any year, which does not have a Regular Qualifying Examination when the number of qualified persons on the Acting Captain List drops below the benchmark of one (1) Acting Captain per fire station on all platoons. All successful candidates from the Qualifying Examination shall be added to the bottom of the existing Acting Captain List in groups according to their marks and the year of Qualifying Examination.

Examination Boards are to be convened as required to deal with any applications. Applicants failing to qualify may re-apply during the next examination process.

## **2.12 QUESTION BANK**

Questions and answers for promotion routine use will be compiled into a question bank which shall be continually up-dated to reflect the current needs. The Examination Board members will contribute questions for use in the bank. Questions may be used in the written, oral or practical portion of the promotion routine.



### **3. PROMOTION TO CAPTAIN**

#### **3.1 ELIGIBILITY**

Candidates must be qualified by successfully completing a Regular Qualifying Examination under the conditions of Section 2 and on the Acting Captain List.

#### **3.2 PROMOTION**

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

#### **3.3 RE-QUALIFYING**

Employees on the Acting Captain List may re-qualify under the conditions of Section 2 on the Regular Qualifying Examination for the purpose of improving their aggregate scores. Employees on the Acting Captain List may not re-qualify for the purpose of improving their aggregate scores in the years when an off cycle Qualifying Examination is required under Section 2.10. When re-qualifying, if the candidate receives a lower aggregate score in the re-qualifying routine than the aggregate score that the candidate held before re-qualifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Acting Captain List and lose their ranking based on qualifying year.

#### **3.4 PROMOTIONS AND SENIORITY**

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

### **4. PROMOTION TO CHIEF OFFICER**

#### **4.1 ELIGIBILITY**

Qualified under condition of Section 3, with two (2) years in the rank of Captain.

#### **4.2 PROMOTION**

- (a) Promotion to the position of District Chief shall be based on the candidates ranking on the Acting Chief Officer List. The candidate with the highest ranking shall be entitled to the promotion.

Promotion to the position of District Chief shall be based on the candidates ranking on the Chief Officer List. The candidate with the highest ranking in accordance with the aggregate scores from the Fire Chief's assessment process (which shall consist of an incident command scenario, an oral examination and an

evaluation), under the guidance of the Examination Board, shall be entitled to the promotion.

- (c) Acting District Chiefs shall be entitled to acting assignments on the basis of his/her position on the Chief Officer List.

#### **4.3 PROMOTIONS AND SENIORITY**

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

### **5. PROMOTION TO PLATOON CHIEF**

#### **5.1 ELIGIBILITY**

Qualified under condition of Section 4, and holds the rank of District Chief.

#### **5.2 PROMOTION**

- (a) Promotion to the position of Platoon Chief shall be based on the candidates ranking on the Chief Officer List. The candidate with the highest ranking on the Chief Officer List, shall be entitled to the promotion.
- (b) Acting Platoon Chief Assignments shall be based on his/her position on the Chief Officer List.

#### **5.3 PROMOTIONS AND SENIORITY**

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

### **6. PROMOTION TO TRAINING OFFICER**

#### **6.1 ELIGIBILITY**

Captain's rank (Operations) or qualified under condition of Section 2 and on the Acting Training Officer List for a full and continuous two (2) years.

## **6.2 PROMOTION**

Promotion to the position of Training Officer shall be based on the candidate's ranking on the Acting Training Officer List, and the candidate must have completed the NFPA 1041 Fire Service Instructor Level 2. The candidate with the highest ranking shall be entitled to the promotion.

At a minimum, those on the Acting Training Officers List must have completed the NFPA 1041 Fire Service Instructor Level 1 (trainer facilitator).

## **6.3 RE-QUALIFYING**

Employees on the Acting Training Officer List may re-qualify under the conditions of Section 2 on the Regular Qualifying Examination for the purpose of improving their aggregate scores. When re-qualifying, if the candidate receives a lower aggregate score in the re-qualifying routine than the aggregate score that the candidate held before re-qualifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Acting Training Officer List and lose their ranking based on qualifying year.

## **6.4 PROMOTIONS AND SENIORITY**

Recommendations for promotion in the VFRS shall be based on eligibility and on the candidate having the ability to perform the essential duties of the rank at the time of promotion. In cases of equality, seniority in the VFRS shall be the deciding factor.

## **7. PROMOTION TO CHIEF TRAINING OFFICER**

### **7.1 ELIGIBILITY**

Training Officer's rank or two years in the rank of Acting Training Officer or two years in the rank of Captain.

### **7.2 PROMOTION**

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

### **7.3 PROMOTIONS AND SENIORITY**

Promotion in the VFRS shall be based on eligibility and on the candidate having the ability to perform the essential duties of the rank at the time of promotion. In cases where

two candidates are relatively equal in their aggregate scores, the more senior member in the division will be ranked higher for the purpose of both promotion and acting assignments.

## **8. PROMOTION TO FIRE PREVENTION CAPTAIN**

### **8.1 ELIGIBILITY**

Qualified under condition of Section 2 and on the Acting Fire Prevention Captain List for a full and continuous two (2) years.

### **8.2 PROMOTION**

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

### **8.3 RE-QUALIFYING**

Employees on the Acting Fire Prevention Captain List may re-qualify under the conditions of Section 2 for the purpose of improving their aggregate scores. When re-qualifying, if the candidate receives a lower aggregate score in the re-qualifying routine than the aggregate score that the candidate held before re-qualifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Acting Fire Prevention Captain List.

### **8.4 PROMOTIONS AND SENIORITY**

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

## **9. PROMOTION TO CHIEF FIRE PREVENTION OFFICER**

### **9.1 ELIGIBILITY**

Fire Prevention Captain's rank or two years in the rank of Acting Fire Prevention Captain, two years in the rank of Training Officer or two years in the rank of Captain.

### **9.2 PROMOTIONS**

- (a) Promotion to the position of Chief Fire Prevention Officer shall be based on the candidates ranking on the Acting Chief Fire Prevention Officer List. The candidate with the highest ranking in accordance with the aggregate scores from the assessment process, under the guidance of the Examination Board, shall be entitled to the promotion.

- (b) An executive committee member of the Vaughan Professional Fire Fighters Association may be present as a non-participating observer.

### **9.3 PROMOTIONS AND SENIORITY**

Promotion in the VFRS shall be based on eligibility and on the candidate having the ability to perform the essential duties of the rank at the time of promotion. In cases where two candidates are relatively equal in their aggregates scores, the more senior member in the division will be ranked higher for the purpose of promotion.

## **10. PROMOTION TO COMMUNICATIONS SHIFT SUPERVISOR**

### **10.1 ELIGIBILITY**

Qualified under condition of Section 2 and on the Acting Communications Shift Supervisor List for a full and continuous two (2) years.

### **10.2 PROMOTION**

Promotion to the position of Communications Shift Supervisor shall be based on the candidates ranking on the Acting Communications Shift Supervisor List. The candidate with the highest ranking shall be entitled to the promotion.

### **10.3 RE-QUALIFYING**

Employees on the Acting Communications Shift Supervisor List may re-qualify under the conditions of Section 2 for the purpose of improving their aggregate scores. When re-qualifying, if the candidate receives a lower aggregate score in the re-qualifying routine than the aggregate score that the candidate held before re-qualifying, the higher aggregate score of the two will stand. However, any re-qualifying attempt that results in a final aggregate score of less than 75% will cause the candidate to be removed from the Acting Communications Shift Supervisor List and lose their ranking based on qualifying year.

### **10.4 PROMOTIONS AND SENIORITY**

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

## **11. PROMOTION TO COMMUNICATIONS SUPERVISOR**

### **11.1 ELIGIBILITY**

Communications Shift Supervisor rank for a full and continuous two (2) years.

## **11.2 PROMOTION**

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

## **11.3 PROMOTIONS AND SENIORITY**

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

## **12. PROMOTION TO CHIEF MECHANICAL OFFICER**

### **12.1 ELIGIBILITY**

Fire Department Mechanic's rank for seven years, or two years in the rank of Captain, or two years in the rank of Training Officer, or two years in the rank of Fire Prevention Captain.

### **12.2 PROMOTIONS**

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

### **12.3 PROMOTIONS AND SENIORITY**

Promotion in the VFRS shall be based on eligibility and on the candidate having the ability to perform the essential duties of the rank at the time of promotion. In cases where two candidates are relatively equal in their aggregates scores, the more senior member in the division will be ranked higher for the purpose of promotion.

## **13. DIVISIONAL TRANSFER**

If a member transfers from one division of the VFRS to another division, for purposes of this policy, accumulated time in the new division shall not count towards promotion in

the former division if the employee subsequently returns. Accumulated time can only be applied towards a promotion within the division where the time was accumulated.

In the event a Firefighter is promoted in one division, other than through the procedures outlined above, the rank so attained is non-transferable to the other division.

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING 01 - RELATIVE SENIORITY AND ADDED MARKS FOR EXPERIENCES AS AN ACTING OFFICER**

On January 1<sup>st</sup> of each year when the Acting Captain List, Acting Training Officer List, Acting Fire Prevention Captain List, and Acting Communications Shift Supervisor List (hereafter “respective lists”) are prepared for the year, each candidate on the respective lists shall receive added marks for their experience as an acting officer.

For each completed calendar year that the candidate has been on the respective list, the candidate shall receive an added mark of 0.75 percent to a maximum of 6 added percentage marks for 8 years on the respective list.

Added marks for acting officer experience are used only for determining ranking on the respective list and are not awarded during the qualifying process under Schedule B, Section 2.

When assessing eligible experience as an acting officer, such time must be continuous, except that, when there is a broken service of two calendar years or less, the acting officer experience shall be considered to be continuous, minus the period of broken service. When the broken service period is greater than two calendar years, acting officers experience shall be determined to be current time on the respective list since the broken service period. For the purpose of this paragraph, broken service means the time when the candidate is not on the respective list after having been on the list, having left the list, and subsequently returning to the list.

For the purposes of Schedule B, Article 2.9(a), the term “relatively equal” shall mean within 5%. Aggregate scores are rounded to the nearest whole number for the purposes of ranking. The incremental aggregate score groups are:

75 – 79  
80 – 84  
85 – 89  
90 – 94  
95 – 100

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

**Agreed June 6, 2015**  
**Renewed December 19, 2017**



## LETTER OF UNDERSTANDING 02 - OPERATIONAL DEPLOYMENT AND USE OF ACTING COMMUNICATIONS SUPERVISOR

### 1. Deployment of Acting Communications Supervisor

The Acting Communications Supervisor on each platoon on the Acting Communications Supervisor List shall be assigned to Acting Assignments specific to their platoon.

The Parties agree that vacancies of less than one shift or tour of duty may not be filled with an Acting Communications Supervisor.

If the Acting Communications Supervisor on the particular platoon is not available and a vacancy occurs the next highest ranking Acting Communications Supervisor on the Acting Communications Supervisor List will be assigned to fill the vacancy.

However, the Fire Chief may make adjustments to this deployment when there is an extraordinary long-term absence of the Communications Supervisor. Such adjustments shall be made with consideration of the Acting Communications' Supervisor ranking on the Acting Communications Supervisor List.

### 2. Scheduled Review

Prior to the creation of the 2014 Acting Communications Supervisor List, the parties will meet to review the deployment and appointment of Acting Communications Supervisor under the terms of this Letter of Understanding. The purpose of the review will be to determine if operational needs of the VFRS and the interests of the personnel on the Acting Communications Supervisor List are being met.

**Agreed July 16, 2013**  
**Renewed December 19, 2017**

## LETTER OF UNDERSTANDING 03 - EARLY RETIREMENT INCENTIVE

This letter of understanding shall apply to the current active employees who elect early retirement in accordance with OMERS regulations.

1. Eligibility

- a) Employees must be within four (4) months of qualifying for an unreduced pension under OMERS regulation; and
- b) After retirement, the member must be in receipt of an unreduced pension; and
- c) The Employee must have had at least ten (10) years of unbroken service as a continuing full-time employee of the VFRS immediately prior to their time of retirement. For purposes of this eligibility, military leave will be counted as continuous service with the VFRS.

2. Notice

- a) Notice shall be provided by the eligible employee to the Fire Chief in writing a minimum of six (6) months prior to the employee's retirement date.

3. Retirement Incentive:

- a) The level of incentive is calculated on the basis of the difference between the annual salary for a First Class Firefighter (plus the appropriate Professional Recognition pay being earned) and a "new hire" Firefighter over a five (5) year period.
- b) Fifty percent (50%) of the above difference is payable in three (3) equal instalments as follows: 1st payment on the first pay period following the retirement when final earnings are paid out; 2nd instalment on the pay period following the 1st anniversary date of retirement; and 3rd instalment on the pay period following the 2nd anniversary date of retirement.

4. Graduated Payments:

- a) Early retirement incentive payments shall be graduated on the basis of distance from age sixty (60) thereafter as follows:

| Age | Percentage   |
|-----|--------------|
| 55  | 60/60 x 100% |
| 56  | 48/60 x 100% |
| 57  | 36/60 x 100% |
| 58  | 24/60 x 100% |
| 59  | 12/60 x 100% |
| 60  | Nil          |

5. Implementation

All payments shall be pro-rated based on the employee's actual age.

6. Example

A 56.5 year old Firefighter who is eligible for the Retirement Incentive and who is receiving 9% Professional Recognition Pay as of January 1, 2018 and who retires on March 31, 2018 shall be entitled to the following:

|        | <b>1st Class Annual Rate</b><br>(a) | <b>9% Professional Recognition Pay</b><br>(b) | <b>Total Earnings at time of retirement</b><br>(c) | <b>"new hire" Earnings over 5 years</b><br>(d) | <b>Difference between columns (c) and (d)</b><br>(e) |
|--------|-------------------------------------|---|--|--|--|
| Year 1 | \$99,100.00                         | \$8,919.00                                    | \$108,019.00                                       | \$ 58,317.00                                   | \$ 49,702.00   |
| Year 2 | \$99,100.00                         | \$8,919.00                                    | \$108,019.00                                       | \$ 69,370.00                                   | \$ 38,649.00   |
| Year 3 | \$99,100.00                         | \$8,919.00                                    | \$108,019.00                                       | \$ 79,280.00                                   | \$ 28,739.00   |
| Year 4 | \$99,100.00                         | \$8,919.00                                    | \$108,019.00                                       | \$ 89,190.00                                   | \$ 18,829.00   |
| Year 5 | \$99,100.00                         | \$8,919.00                                    | \$108,019.00                                       | \$ 99,100.00                                   | \$ 8,919.00  |
|        |                                     |   |  |  | \$ 144,838.00  |
|        |                                     |   |  | <b>50%</b>                                     | <b>\$ 72,419.00</b>                                  |

**The Incentive payment shall be  $42/60 \times 72,419.00 = \$50,693.30$**

|                            |            |              |   |
|----------------------------|------------|--------------|---|
| *Payroll to issue Pays on: | April 2018 | \$ 16,897.77 | Payments will be in the form of Direct Deposit. Please ensure Fire Administration or Human Resources is notified if your account changes. |
|                            | March 2019 | \$ 16,897.77 |   |
|                            | March 2020 | \$ 16,897.77 |   |

Agreed October 24, 2013

Renewed and amended December 19, 2017

LETTER OF UNDERSTANDING 04 - SENIORITY BID SYSTEM (Work Location)

Station assignments shall be based on seniority with regard for the balancing of crews and platoons. The Fire Chief shall make the initial assignments of all recruits and any required moves for Firefighters who are below 1st Class. The Seniority Bid System shall provide the conditions under which other transfers are made. To the extent that is reasonably possible each platoon and each crew within each platoon will be balanced with respect to experience. Transfers shall be awarded on the basis of seniority provided that the Firefighter requesting the transfer meets the requirements as detailed below. Seniority will be measured by badge numbers, except for Officers who will be measured by date of promotion.

## **Experience Categories**

In accordance with, but not limited to, operational requirements each staffed apparatus will have a defined number of positions within the following experience categories:

1. Firefighter 1<sup>st</sup> Class up to (8) continuous years of service as of January 1 in the upcoming year (Green Category)
2. After the completion of eight years (8) of continuous service but less than seventeen (17) years of service as of January 1 in the upcoming year (White Category)
3. After the completion of 17 or more continuous years of service as of January 1 in the upcoming year (Red Category)
4. Acting Captain Position (if available)
5. Captain

## **Posting of Open Positions**

Prior to October 1<sup>st</sup> of each year (Annual Transfer Window) any open positions shall be posted along with a notification of any known upcoming vacancies due to impending retirements or promotions. Each position will be identified according to the appropriate experience category. Firefighters may submit a transfer request in writing to the Fire Chief or his/her designate for any open or upcoming vacancy no later than October 31<sup>st</sup>.

## **Annual Transfer Window**

The Annual Transfer Window will take place from October 1<sup>st</sup> to October 31<sup>st</sup>. During the Annual Transfer Window of each year Firefighters may submit their request to transfer to any open position that they qualify for. To qualify for a position the Firefighter must meet the appropriate experience category.

## **Speculation Transfer**

A Speculation Transfer Request allows Firefighters to submit requests to transfer to positions that are not open but may come open in the future. All Speculation Transfer requests must be submitted during the Annual Transfer Window and will remain valid from January 1<sup>st</sup> to December 31<sup>st</sup> of the following year. If, during the year, the position requested becomes vacant, only the existing Speculation Transfer requests will be considered. Speculation Transfer requests are binding but can be withdrawn until the date the position is posted, not after.

## **Mid-Year Transfer Request**

Speculation Transfer requests will be used to fill open positions throughout the year. If no Speculation Transfer requests have been submitted for a position, it may be filled by a new transfer request from within the Platoon where the vacancy exists.

New vacancies resulting from one or more successful transfer requests will be filled by the Speculation Transfer requests for the open positions. If no Speculation Transfer request exists for a particular position, the opening will be posted on the first Monday of the Platoon cycle on which the vacancy exists. The posting will remain open until the next Monday of the Platoon cycle when the Platoon Chief will identify the successful transfer request from any new requests for the vacancy.

Any position that becomes vacant prior to September 1<sup>st</sup> and not filled by a Speculation Transfer shall be posted on the respective platoon for a Mid-Year Transfer. Any vacancies occurring after September 1<sup>st</sup> will be included in the Annual Transfer Window. Unexpected vacancies occurring after October 31<sup>st</sup> will be temporarily filled until December 31<sup>st</sup>, at which point the vacancy will be subject to a Mid-Year Transfer on the respective platoon.

### **Acting Captain Station Bids**

On or about November 1, in each successive year, Acting Captains will select their work location immediately following the formal Transfer Window, allowing them to select their work location once the Captain's and Firefighters have been awarded their respective bids, and the duty roster is set. FF1/A/C will select their work location on the platoon they are assigned, and the vacant Acting Captains positions will be established by the Fire Chief in each respective year, therefore, identifying each of the spots per platoon available to select from. Acting Captains may be reassigned to another platoon by the Fire Chief prior to the Annual Transfer Window if changes to the Acting Captain List dictate. Acting Captains may request a platoon transfer prior to the Annual Transfer Window.

### **Acting Captain Deployment**

In the absence of the regularly assigned Acting Captain, the vacancy will be filled by the highest ranked available Acting Captain.

### **Priority of Selection**

When open positions are filled the priority of selection will follow;

1. Lowest badge number from any platoon
2. Lowest badge number of the next lower seniority group from any platoon, unless otherwise specified.

When two or more Firefighters apply for a transfer and meet the criteria (i.e. experience category), first consideration will be given to the senior qualified applicant (lowest badge number).

When two or more Officers apply for a transfer, first consideration will be given to the senior qualified applicant based on date of promotion. If the date of promotion is the same, priority will be given to the qualified applicant with the lowest badge number.

### **Not a Bump System**

No Firefighter can be displaced by another Firefighter (regardless of seniority) due to the Seniority Bid System. The Fire Chief, in consultation with the Association President, may exchange two Firefighters in order to resolve a conflict that has developed within a station.

It is understood, under normal conditions, that Firefighters will not be transferred for the sole reason that their years of service take them out of the experience category.

### **Vacation Accommodation**

When Firefighters transfer platoons voluntarily due to the Seniority Bid System, they give up their claim to their existing vacation selection and agree to select new vacation time from time available on the new Platoon. If transfer requests occur prior to September and there is not enough time on the new Platoon to accommodate all of the Firefighter's vacation time, arrangements will be made to ensure all vacation time is scheduled within the year. If transfer requests occur after September and vacation time cannot be accommodated due to a lack of available time, the Fire Chief, in consultation with the Association President, will approve the transfer but may delay the date of transfer until more vacation time becomes available.

### **Minimum Transfer Duration**

Any fulfilled requests for transfer (including mutual) to stations containing the following apparatus;

A716 (32m Aerial),  
P737 (Platform),  
HZ738 (Hazmat),  
R729 (Rescue Truck), or  
R759 (Rescue Truck)

will be for a period of 2 years before another transfer request can be submitted.

Any fulfilled request for transfer (including mutual) to stations containing apparatus other than apparatus identified above will be for a period of 1 year before another transfer request can be submitted.

At any given time, the organization may introduce new apparatus that may be deemed technical in nature requiring a minimum transfer duration to be applied.

### **Mutual Agreed Transfers**

When two Fire Fighters mutually agree to a transfer, such request for transfer shall be submitted in writing to the Fire Chief or his/her designate. Those transferred to another Platoon will assume the vacation and lieu day schedule of the person they replace.

If open time periods are available for vacation and/or lieu scheduling on the Firefighter's new Platoon, the Firefighter may apply for said time, and approval is subject to operational requirements.

Mutual transfers between Firefighters will only be approved if the Firefighters' seniority is within the same experience group and of the same classification.

For mutually agreed upon transfers, in the event one of the parties retires, resigns, transfers between divisions, is promoted or attains an acting position within twelve (12) months of the transfer the other party will be transferred back to their original location. If some unforeseen circumstance occurs, the affected Firefighter may make application to the Fire Chief to remain at their current location. This process may apply to other Firefighters who are involved in any subsequent mutually agreed to transfers involving one of these parties.

For mutually agreed upon transfers, the request must be submitted twenty-eight (28) days prior to the Monday of the week of the effective date of the transfer.

Requests for transfer will not be unreasonably denied.

*Agreed March 22, 2016*  
*Renewed and amended December 19, 2017*

## LETTER OF UNDERSTANDING 05 - HEALTH AND WELLNESS INITIATIVE

The health and wellness of a firefighter is of benefit to the individual firefighter, to his or her fellow firefighters, to the VFRS, and to the Corporation. The parties therefore agree to maintain a Health and Wellness program, at a minimum, the Steering Committee will meet semi-annually.

- 1) A comprehensive medical exam, to be conducted by a third party physician derived from a selection process agreed upon by both the corporation and the association. The exam criteria will be inclusive of the following:
  - A disclosure/confidentiality agreement between the physician and each respective member.
  - A standard PAR-Q supported by Health Canada, provided by the Canadian Society for Exercise Physiology. See attached.
  - The WFI Health History Form – See attached.
  - Blood and urine collected and intended for medical analysis will not be used for drug or alcohol screening at any time.
  - A full spectrum blood analysis consisting of at least; white blood cell count (with differential); platelet count; red blood cell count (hemoglobin and hematocrit; liver enzymes (AST, ALT, LDH) and function (alkaline phosphates, bilirubin, albumin) tests; glucose – fasting; creatinine and glomerular filtration rate (GFR); blood urea nitrogen; sodium; potassium; carbon dioxide; total protein; calcium; lipids (cholesterol and triglycerides) –fasting.
  - A urinalysis consisting of both the dipstick test and a microscopic evaluation. The dipstick test covers the following; pH; Glucose; Ketones; Protein; Blood; Bilirubin. The microscopic test evaluates the following; white blood cells (WBC); red blood cells (RBC); WBC casts; RBC casts; and crystals.
  - Body Composition Analysis, consisting of height, weight, waist circumference, and body fat %
  - Baseline Vitals, namely Resting Heart Rate; Blood Pressure.
- 2) It is agreed that VFRS will have four members certified as PFT's as prescribed by the WFI, within the first six months following the signing of this letter of understanding and at the corporation's expense. Furthermore, it is understood that within the next twelve months following the initial four PFT's acquiring certification, the corporation commits to certify six more members as PFT's, consisting of four more members from suppression, and two daytime staff.

3) It is agreed that every fire station, and one common area for daytime staff will be outfitted with a uniform or as uniform as reasonably possible, physical activity areas consisting of, but not limited to the following equipment:

- One appropriately sized weight bearing Swiss ball.
- One Bosu® ball.
- A selection of five different weight rated resistance bands.
- An appropriate selection of dumbbells, in a range of 10lbs-75lbs
- An appropriate selection of kettle bells, in a range of 15lbs-55lbs
- A pull-up / dip station
- A tractor tire with a dedicated sledge hammer
- Battling ropes, approximately 2” in diameter and 30’ in length
- Additional and or appropriate floor padding where necessary
- A selection of three different sized plyometric boxes
- TRX® system
- Skipping ropes
- A selection of medicine balls, weights ranging from 6lbs-15lbs
- Treadmill

4) It is agreed that in an effort to monitor, measure and manage the work life balance of the organization and its membership, the following criteria will be the assessed for the purpose of ensuring the interests of the parties are being met:

- Health & Wellness of Employees and their families
- Attendance/Sick Time
- Morale
- WSIB lost time injuries and number of claims
- Hours of Training and completion of assigned training
- Turnout and response times
- Crew involvement in departmental programs
- Recruitment and retention

Meetings will be mutually arranged at a minimum of semi-annual intervals, or sooner, to review the key evaluation factors.

**Agreed March 22, 2016**  
**Renewed and amended December 19, 2017**

## **LETTER OF UNDERSTANDING 06 - BENEFITS & OMERS REVIEW COMMITTEE**

The parties agree that the broader benefit program requires further review to ensure its overall financial sustainability. The parties further agree that the OMERS program requires ongoing review to assess its overall feasibility in the areas of interest to the parties.

The parties shall meet as a committee to continue discussions with respect to different options and the committee shall meet, at a minimum, on a quarterly basis.



*Agreed March 22, 2016*  
*Renewed and amended December 19, 2017*

### LETTER OF UNDERSTANDING 7 - PLATOON INSTRUCTORS

It is agreed that in addition to those on the Acting Training Officer List, Platoon Instructors can be identified to deliver training and will be paid premium pay (110%) when delivering that training. At a minimum, Platoon Instructors must have completed the NFPA 1041 Fire Service Instructor Level 1 (trainer facilitator) and have demonstrated competence in the skill set being trained.

Where the decision has been made to deliver a program using internal resources, Training Officers and then Acting Training Officers who have the required skills/certifications in order to deliver said program will be given the first opportunity to do so. In the event that a Training Officer or Acting Training Officer does not have the required skills to deliver the program in question, then qualified Platoon Instructors may be utilized.

All program content delivered by Platoon Instructors and related training scheduled must be vetted and approved by the VFRS Training Division prior to delivery.

Platoon Instructors will not be considered to be supervisors or officers.

*Agreed July 14, 2015*  
*Renewed December 19, 2017*

### LETTER OF UNDERSTANDING 8 - TRAINING OFFICER LIST

Those candidates in the rank of 1<sup>st</sup> Class Firefighter (Operations), Captain's rank (Operations) and those on the Acting Captain's list (Operations) will be eligible to participate in the assessment process and will be added to the Acting Training Officer List based on the ranking of candidate's aggregate scores from the assessment process.

Successful candidates that participate in the assessment process that do not have four years in the rank of 1st Class Firefighter (Operations) will be eligible for promotion to Training Officer but will not begin to accrue seniority as a Training Officer until after their normal four years as a 1st Class Firefighter anniversary date.

It is agreed that the eligibility requirement to be promoted to Training Officer of two years on the Acting Training Officer List will be waived for a one year period.

For the generation of the resulting Acting Training Officer List, those successful candidates who do not yet have their NFPA 1041 Fire Service Instructor Level 2 when the list is generated will be required to complete the classification within six months of the Training Officer promotion process.

The reduced eligibility contained in this agreement will remain in place until the assessment process is complete in October 2015.

**Agreed July 14, 2015**  
**Renewed December 19, 2017**

### **LETTER OF UNDERSTANDING 9 - COMMUNICATIONS SHIFT SUPERVISOR**

The intent of this letter is to confirm that the language contained in the revised (May 22, 2014) Schedule B document pertaining to the Communications Shift Supervisor will not be initiated until budget approval is secured and the position negotiated into the collective agreement.

**Renewed December 19, 2017**

### **LETTER OF UNDERSTANDING 10 - ALTERNATE WORK ARRANGEMENTS**

The parties agree to form a committee to explore the feasibility and operational impact of alternative work arrangements (which may include modified work hours, compressed work weeks and/or schedules) within existing entitlements for Non-Operations employee groups of VFRS. Please refer to the Fire Chief's memo dated December 23, 2016 with respect to the approval of a compressed work schedule for the VFRS Fire Prevention Division, including fire inspectors, fire prevention Captains and Acting Captains.

**Renewed and amended December 19, 2017**

### **LETTER OF UNDERSTANDING 11 - HIRE ABOVE 4TH CLASS/PROBATIONARY RATE**

At the sole discretion of the Corporation, the Corporation shall have the right to start a new employee, with emergency service experience, at a rank above probationary rate.

Subject to successful completion of the recruitment process where appropriate, the Chief may hire at a rate one (1) class below the job rate, followed by a six (6) Month Review, at which time, and upon successful completion of the appropriate class exam, the Employee will move to the next Rank.

No new hire can start at an officer rank in the Operations or Communications Division. In the Training, Mechanical or Fire Prevention Division, if the internal promotion routine has not produced a successful candidate, the Fire Chief will consult with the Association on appropriate ways to expand the applicant pool within the VFRS. If the internal promotion routine using the expanded pool of applicants does not produce a successful candidate, the Corporation may conduct an external search to fill a vacant position. All external hires must obtain all requirements of the internal promotion routine and must complete the examination/Fire Chief's assessment process appropriate to the position within one (1) year of hiring.

**Agreed to March 22, 2016**

**Renewed December 19, 2017**

**LETTER OF UNDERSTANDING 12 – FATIGUE MANAGEMENT**

A fatigue management program will be developed and delivered to all affected employees on the 24-hour shift schedule, along with procedures for rehabilitation and rotation of crews. The parties agree to create an Ad Hoc committee to investigate, explore and develop a comprehensive Fatigue Management Program to be developed no later than December 31, 2018.

**Agreed to December 19, 2017**

**LETTER OF UNDERSTANDING 13 – CALL BACK FOR FIRE INVESTIGATORS**

The Parties agree to establish an on call Fire Investigators schedule, off duty utilization will follow Article 10.03, Overtime. The parties agree to complete the schedule by end of Q1 2018, the schedule will be reviewed by both parties at the end Q3 2018. The parties agree to evaluate the following criteria, costing, management of schedule, employee engagement, effectiveness and newly created efficiencies.

**Agreed to December 19, 2017**

## **LETTERS OF INTENT**

### **LETTER OF INTENT 01 – STANDARDS OF PERFORMANCE**

Standards of performance will be created for all ranks/all unionized employees. Each employee shall meet the expectations of the individual performance standard before an incremental promotion is given. The parties agree to create a standard of performance for all recruit firefighters by March 15, 2018. All subsequent positions in all divisions to be completed by December 31, 2018.

Performance Dates:

5<sup>th</sup> Class Performance Standard: To be completed within Q1 of 2018

4<sup>th</sup> Class Performance Standard: To be completed within Q1 of 2018

All other ranks to be completed by December 31, 2018

**APPENDIX "A" (2018 SHIFT CARD)**

**2018 SHIFTCARD**

**A SHIFT**   **B SHIFT**   **C SHIFT**   **D SHIFT**

| JAN |    |    |    |    |    |    | FEB |    |    |    |    |    |    | MAR |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|
| m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  |
| 1   | 2  | 3  | 4  | 5  | 6  | 7  |     |    |    | 1  | 2  | 3  | 4  |     |    |    | 1  | 2  | 3  | 4  |
| 8   | 9  | 10 | 11 | 12 | 13 | 14 | 5   | 6  | 7  | 8  | 9  | 10 | 11 | 5   | 6  | 7  | 8  | 9  | 10 | 11 |
| 15  | 16 | 17 | 18 | 19 | 20 | 21 | 12  | 13 | 14 | 15 | 16 | 17 | 18 | 12  | 13 | 14 | 15 | 16 | 17 | 18 |
| 22  | 23 | 24 | 25 | 26 | 27 | 28 | 19  | 20 | 21 | 22 | 23 | 24 | 25 | 19  | 20 | 21 | 22 | 23 | 24 | 25 |
| 29  | 30 | 31 |    |    |    |    | 26  | 27 | 28 |    |    |    |    | 26  | 27 | 28 | 29 | 30 | 31 |    |

  

| APR |    |    |    |    |    |    | MAY |    |    |    |    |    |    | JUNE |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|------|----|----|----|----|----|----|
| m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  | m    | t  | w  | t  | f  | s  | s  |
|     |    |    |    |    |    | 1  |     | 1  | 2  | 3  | 4  | 5  | 6  |      |    |    |    | 1  | 2  | 3  |
| 2   | 3  | 4  | 5  | 6  | 7  | 8  | 7   | 8  | 9  | 10 | 11 | 12 | 13 | 4    | 5  | 6  | 7  | 8  | 9  | 10 |
| 9   | 10 | 11 | 12 | 13 | 14 | 15 | 14  | 15 | 16 | 17 | 18 | 19 | 20 | 11   | 12 | 13 | 14 | 15 | 16 | 17 |
| 16  | 17 | 18 | 19 | 20 | 21 | 22 | 21  | 22 | 23 | 24 | 25 | 26 | 27 | 18   | 19 | 20 | 21 | 22 | 23 | 24 |
| 23  | 24 | 25 | 26 | 27 | 28 | 29 | 28  | 29 | 30 | 31 |    |    |    | 25   | 26 | 27 | 28 | 29 | 30 |    |
| 30  |    |    |    |    |    |    |     |    |    |    |    |    |    |      |    |    |    |    |    |    |

  

| JUL |    |    |    |    |    |    | AUG |    |    |    |    |    |    | SEPT |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|------|----|----|----|----|----|----|
| m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  | m    | t  | w  | t  | f  | s  | s  |
|     |    |    |    |    |    | 1  |     |    | 1  | 2  | 3  | 4  | 5  |      |    |    |    |    | 1  | 2  |
| 2   | 3  | 4  | 5  | 6  | 7  | 8  | 6   | 7  | 8  | 9  | 10 | 11 | 12 | 3    | 4  | 5  | 6  | 7  | 8  | 9  |
| 9   | 10 | 11 | 12 | 13 | 14 | 15 | 13  | 14 | 15 | 16 | 17 | 18 | 19 | 10   | 11 | 12 | 13 | 14 | 15 | 16 |
| 16  | 17 | 18 | 19 | 20 | 21 | 22 | 20  | 21 | 22 | 23 | 24 | 25 | 26 | 17   | 18 | 19 | 20 | 21 | 22 | 23 |
| 23  | 24 | 25 | 26 | 27 | 28 | 29 | 27  | 28 | 29 | 30 | 31 |    |    | 24   | 25 | 26 | 27 | 28 | 29 | 30 |
| 30  | 31 |    |    |    |    |    |     |    |    |    |    |    |    |      |    |    |    |    |    |    |

  

| OCT |    |    |    |    |    |    | NOV |    |    |    |    |    |    | DEC |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|-----|----|----|----|----|----|----|
| m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  | m   | t  | w  | t  | f  | s  | s  |
| 1   | 2  | 3  | 4  | 5  | 6  | 7  |     |    |    | 1  | 2  | 3  | 4  |     |    |    |    |    | 1  | 2  |
| 8   | 9  | 10 | 11 | 12 | 13 | 14 | 5   | 6  | 7  | 8  | 9  | 10 | 11 | 3   | 4  | 5  | 6  | 7  | 8  | 9  |
| 15  | 16 | 17 | 18 | 19 | 20 | 21 | 12  | 13 | 14 | 15 | 16 | 17 | 18 | 10  | 11 | 12 | 13 | 14 | 15 | 16 |
| 22  | 23 | 24 | 25 | 26 | 27 | 28 | 19  | 20 | 21 | 22 | 23 | 24 | 25 | 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 29  | 30 | 31 |    |    |    |    | 26  | 27 | 28 | 29 | 30 |    |    | 24  | 25 | 26 | 27 | 28 | 29 | 30 |
|     |    |    |    |    |    |    |     |    |    |    |    |    |    | 31  |    |    |    |    |    |    |

**APPENDIX “B” OPERATIONS DIVISION**

Vacation entitlement on the 24-hour shift schedule will be as follows:

Note: 1 day = 1 (one) 12 hour shift which is equal to 1 (one credit).

| <b>COMPLETED<br/>YEARS OF SERVICE</b> | <b>VACATION<br/>WEEKS</b> | <b>WEEKS</b>        |
|---------------------------------------|---------------------------|---------------------|
| 1                                     | 8 credits                 | 2 WEEKS             |
| 2                                     | 8 credits                 | 2 WEEKS             |
| 3                                     | 12 credits                | 3 WEEKS             |
| 4                                     | 12 credits                | 3 WEEKS             |
| 5                                     | 12 credits                | 3 WEEKS             |
| 6                                     | 13 credits                | 3 WEEKS PLUS 1 DAY  |
| 7                                     | 14 credits                | 3 WEEKS PLUS 2 DAYS |
| 8                                     | 15 credits                | 3 WEEKS PLUS 3 DAYS |
| 9                                     | 16 credits                | 4 WEEKS             |
| 10                                    | 16 credits                | 4 WEEKS             |
| 11                                    | 16 credits                | 4 WEEKS             |
| 12                                    | 17 credits                | 4 WEEKS PLUS 1 DAY  |
| 13                                    | 17 credits                | 4 WEEKS PLUS 1 DAY  |
| 14                                    | 18 credits                | 4 WEEKS PLUS 2 DAYS |
| 15                                    | 18 credits                | 4 WEEKS PLUS 2 DAYS |
| 16                                    | 19 credits                | 4 WEEKS PLUS 3 DAYS |
| 17                                    | 19 credits                | 4 WEEKS PLUS 3 DAYS |
| 18                                    | 20 credits                | 5 WEEKS             |
| 19                                    | 20 credits                | 5 WEEKS             |
| 20                                    | 20 credits                | 5 WEEKS             |
| 21                                    | 21 credits                | 5 WEEKS PLUS 1 DAY  |
| 22                                    | 22 credits                | 5 WEEKS PLUS 2 DAYS |
| 23                                    | 23 credits                | 5 WEEKS PLUS 3 DAYS |
| 24                                    | 24 credits                | 6 WEEKS             |
| 25                                    | 24 credits                | 6 WEEKS             |
| 26                                    | 24 credits                | 6 WEEKS             |
| 27                                    | 24 credits                | 6 WEEKS             |
| 28                                    | 24 credits                | 6 WEEKS             |
| 29                                    | 24 credits                | 6 WEEKS             |
| 30                                    | 28 credits                | 7 WEEKS             |

Vacation accrual is based on your start date. An employee receives their full entitlement if hired within the first 6 months of the year (January 1 to June 30th). If hired in the last 6 months of the year (July 1 to December 31st), the full entitlement occurs in the following year.

Example:

- Hire Date is May 1, 2010; 2018 Vacation Entitlement is 3.6 weeks (8 years of service)
- Hire Date is August 1, 2010; 2018 Vacation Entitlement is 3.4 weeks (7 years of service)

**APPENDIX “C” DAY EMPLOYEES (4 day work week)**

For all day workers – a day is equivalent to the normative work day hours customarily worked

Note: 1 day = 1 one credit

| <b>COMPLETED YEARS OF SERVICE</b> | <b>VACATION WEEKS</b> | <b>WEEKS</b>        |
|-----------------------------------|-----------------------|---------------------|
| 1                                 | 8 credits             | 2 WEEKS             |
| 2                                 | 8 credits             | 2 WEEKS             |
| 3                                 | 12 credits            | 3 WEEKS             |
| 4                                 | 12 credits            | 3 WEEKS             |
| 5                                 | 12 credits            | 3 WEEKS             |
| 6                                 | 13 credits            | 3 WEEKS PLUS 1 DAY  |
| 7                                 | 14 credits            | 3 WEEKS PLUS 2 DAYS |
| 8                                 | 15 credits            | 3 WEEKS PLUS 3 DAYS |
| 9                                 | 16 credits            | 3 WEEKS PLUS 4 DAYS |
| 10                                | 16 credits            | 4 WEEKS             |
| 11                                | 16 credits            | 4 WEEKS             |
| 12                                | 17 credits            | 4 WEEKS PLUS 1 DAY  |
| 13                                | 17 credits            | 4 WEEKS PLUS 1 DAY  |
| 14                                | 18 credits            | 4 WEEKS PLUS 2 DAYS |
| 15                                | 18 credits            | 4 WEEKS PLUS 2 DAYS |
| 16                                | 19 credits            | 4 WEEKS PLUS 3 DAYS |
| 17                                | 19 credits            | 4 WEEKS PLUS 3 DAYS |
| 18                                | 20 credits            | 4 WEEKS PLUS 4 DAYS |
| 19                                | 20 credits            | 4 WEEKS PLUS 4 DAYS |
| 20                                | 20 credits            | 5 WEEKS             |
| 21                                | 21 credits            | 5 WEEKS PLUS 1 DAY  |
| 22                                | 22 credits            | 5 WEEKS PLUS 2 DAYS |
| 23                                | 23 credits            | 5 WEEKS PLUS 3 DAYS |
| 24                                | 24 credits            | 5 WEEKS PLUS 4 DAYS |
| 25                                | 24 credits            | 6 WEEKS             |
| 26                                | 24 credits            | 6 WEEKS             |
| 27                                | 24 credits            | 6 WEEKS             |
| 28                                | 24 credits            | 6 WEEKS             |
| 29                                | 24 credits            | 6 WEEKS             |
| 30                                | 28 credits            | 7 WEEKS             |

Vacation accrual is based on your start date. An employee receives their full entitlement if hired within the first 6 months of the year (January 1 to June 30th). If hired in the last 6 months of the year (July 1 to December 31st), the full entitlement occurs in the following year.

Example:

- Hire Date is May 1, 2010; 2018 Vacation Entitlement is 3.6 weeks (8 years of service)
- Hire Date is August 1, 2010; 2018 Vacation Entitlement is 3.4 weeks (7 years of service)

**APPENDIX “D” DAY EMPLOYEES (5 day work week)**

For all day workers – a day is equivalent to the normative work day hours customarily worked

Note: 1 day = 1 one credit

| <b>COMPLETED YEARS OF SERVICE</b> | <b>VACATION WEEKS</b> | <b>WEEKS</b>        |
|-----------------------------------|-----------------------|---------------------|
| 1                                 | 10 credits            | 2 WEEKS             |
| 2                                 | 10 credits            | 2 WEEKS             |
| 3                                 | 15 credits            | 3 WEEKS             |
| 4                                 | 15 credits            | 3 WEEKS             |
| 5                                 | 15 credits            | 3 WEEKS             |
| 6                                 | 16 credits            | 3 WEEKS PLUS 1 DAY  |
| 7                                 | 17 credits            | 3 WEEKS PLUS 2 DAYS |
| 8                                 | 18 credits            | 3 WEEKS PLUS 3 DAYS |
| 9                                 | 19 credits            | 3 WEEKS PLUS 4 DAYS |
| <b>10</b>                         | <b>20 credits</b>     | <b>4 WEEKS</b>      |
| 11                                | 20 credits            | 4 WEEKS             |
| 12                                | 21 credits            | 4 WEEKS PLUS 1 DAY  |
| 13                                | 21 credits            | 4 WEEKS PLUS 1 DAY  |
| 14                                | 22 credits            | 4 WEEKS PLUS 2 DAYS |
| 15                                | 22 credits            | 4 WEEKS PLUS 2 DAYS |
| 16                                | 23 credits            | 4 WEEKS PLUS 3 DAYS |
| 17                                | 23 credits            | 4 WEEKS PLUS 3 DAYS |
| 18                                | 24 credits            | 4 WEEKS PLUS 4 DAYS |
| 19                                | 24 credits            | 4 WEEKS PLUS 4 DAYS |
| <b>20</b>                         | <b>25 credits</b>     | <b>5 WEEKS</b>      |
| 21                                | 26 credits            | 5 WEEKS PLUS 1 DAY  |
| 22                                | 27 credits            | 5 WEEKS PLUS 2 DAYS |
| 23                                | 28 credits            | 5 WEEKS PLUS 3 DAYS |
| 24                                | 29 credits            | 5 WEEKS PLUS 4 DAYS |
| <b>25</b>                         | <b>30 credits</b>     | <b>6 WEEKS</b>      |
| 26                                | 30 credits            | 6 WEEKS             |
| 27                                | 30 credits            | 6 WEEKS             |
| 28                                | 30 credits            | 6 WEEKS             |
| 29                                | 30 credits            | 6 WEEKS             |
| <b>30</b>                         | <b>35 credits</b>     | <b>7 WEEKS</b>      |

Vacation accrual is based on your start date. An employee receives their full entitlement if hired within the first 6 months of the year (January 1 to June 30th). If hired in the last 6 months of the year (July 1 to December 31st), the full entitlement occurs in the following year.

Example:

- Hire Date is May 1, 2010; 2018 Vacation Entitlement is 3.6 weeks (8 years of service)
- Hire Date is August 1, 2010; 2018 Vacation Entitlement is 3.4 weeks (7 years of service)