



**COLLECTIVE AGREEMENT BETWEEN
THE CORPORATION OF THE TOWN OF MILTON AND
THE MILTON PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3168, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Dated March 1, 2023 to February 28, 2025

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This Collective Agreement made this 8th day of May, 2023,

BETWEEN: The Corporation of the Town of Milton
 (hereinafter referred to as the "Corporation")

AND: The Milton Professional Firefighters Association, Local 3168,
 International Association of Firefighters (hereinafter referred to as
 the "Association")

Article 1: Scope and Recognition

- 1.1 This Agreement is entered into by and between the Corporation of The Town of Milton (herein referred to as the "Corporation") and Milton Professional Firefighters Association (herein referred to as the "Association"), Local 3168 of the International Association of Firefighters. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Corporation and the Association, and to provide for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and remuneration for all employees who are subject to the terms of this Agreement.
- 1.2 The provisions of this Agreement shall apply to all full time Firefighters of the Town of Milton Fire Department as defined by The Fire Protection and Prevention Act, 1997, (FPPA) and excluding the Chief (or Department Head), Deputy Fire Chiefs and such administrative staff as are not employed as Firefighters.

Article 2: Membership and Dues

- 2.1 An employee who is a member of the Association shall be required to remain a member in good standing. A new employee hired by the Corporation shall be required to join the Association.
- 2.2 The Corporation agrees to deduct Association dues from any employee covered by this Agreement. Such deductions shall be made from the first pay of the employee in each month, at a rate certified current by the Association Treasurer and forwarded to the Association Treasurer by the 15th of the following month along with a list of those employees from whom dues were deducted. The Association shall notify the Corporation in writing of the amount of dues to be deducted no later than thirty (30) calendar days

prior to the date of dues deduction.

Article 3: Association Representation

- 3.1 The Corporation will acknowledge and negotiate with a Bargaining Committee, consisting up to three (3) members of the Association, and one (1) member of a provincial and/or international affiliated body.
- 3.2 At the request of an employee, one member of the Association Executive may be present at meetings where suspension, discharge, or disciplinary action may result.
- 3.3 The Corporation will acknowledge and meet with a Grievance Committee of up to two (2) members of the Association. The Grievance Committee may be represented at the request of the grievor(s), at any stage of the grievance by one (1) or more of its members acting on its behalf. The Grievance Committee may be represented at the request of the grievor(s) at stages 1 and 2 as specified in Article 8 by a representative of the provincial or international association, or both, and at arbitration it may be represented by counsel.
- 3.4 The Corporation agrees to pay recognized member employees on the Negotiating Committee for actual hours spent at the negotiation table during the employees regularly scheduled working hours and for reasonable time necessarily spent during regularly scheduled working hours in the handling of grievances.
- 3.5 A Labour Management Committee shall be composed of up to four (4) representatives of the Corporation and the Association President, Vice-President, Secretary and an Executive Board member as appointed by the Association Executive. The purpose of the Committee shall be to discuss problems of mutual interest. This Committee shall not have any of the duties of the Bargaining Committee or Grievance Committee. The Committee shall meet on at least a quarterly basis, on a schedule mutually agreed to by the parties. Agenda items shall be exchanged by both parties one week in advance of every regular meeting. A copy of all such agendas will be sent to the Head of Human Resources, or their designate.

3.6 The Association shall be permitted to post notices of meetings and such other notices that may be of interest to the employees, and not to the detriment of the Corporation, on Association bulletin boards placed at all stations where full-time employees are assigned.

3.7 Association General Membership Meetings

The Parties agree that the on-shift crews will be allowed to attend three (3) general membership meetings while on duty per year.

The Association agrees to inform management of its three (3) general membership meetings by January 31st of each year. The general membership meetings shall not conflict with scheduled training and shall be no longer than two (2) hours in duration. A change of date of a scheduled meeting may be requested with thirty days' notice.

Special membership meetings outside of the 3 general membership meetings may be approved by the Fire Chief on an individual basis.

The Parties agree that if an Association General Membership Meeting is not scheduled on a training night for part-time firefighters, the Corporation may schedule part-time firefighters to provide coverage for the duration of the meeting.

Article 4: Probation

4.1 Any new full-time employee to the Corporation shall be considered on probation until they have worked a total of twelve (12) consecutive months within any thirteen (13) month period and during this time they shall have no seniority rights. The probationary period for new Fire Service employees currently employed as full-time employees by the Corporation in a Division other than Fire Services (whom have already completed a probationary period) shall be six (6) months. It is expressly understood by both parties that during this probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Corporation.

4.2 Upon successful completion of the probationary period, the employee's name shall be placed on the appropriate seniority list and their seniority shall date back to their last date of hire as full time employee with the Milton Fire Department.

- 4.3 Probationary employees shall have the right to be members of the Association during the probationary period and must remit the applicable dues. Probationary employees shall be subject to the terms and conditions of this agreement except with respect to discipline and/or discharge.

Article 5: Management Rights

- 5.1 The Association acknowledges and agrees that the Corporation shall continue to reserve all the rights, powers and authority to manage its Fire Department and to direct the work force. Without restricting the generality of the foregoing, such rights of the Corporation shall include the right to:
- (a) formulate policies, rules and regulations;
 - (b) introduce new practices and/or services; to expand, reduce, eliminate, change or modify present services and practices;
 - (c) determine where, by whom, and in what manner, employees in the bargaining unit perform their duties;
 - (d) determine the hours of work, work assignments and methods of doing work;
 - (e) maintain order and discipline, to hire, promote, transfer, demote, lay off, recall, retire an employee at 65 years of age, suspend or discharge or otherwise discipline employees for just cause, to establish new classifications and rates of pay, which rates may be the subject of a grievance;
 - (f) instruct and direct employees in their duties and responsibilities;
 - (g) control the use of buildings, equipment, vehicular machinery, tools, instruments, clothing, uniforms and all other articles or things belonging to the Corporation;
 - (h) require the employee, at the Corporation's expense, to submit to a medical examination with the examiner of the Corporation's choice should the employee be off work excessively due to illness
 - (i) It is Managements right to determine staffing and service levels, Management will determine if the business will backfill vacancies for any reason. Management will make reasonable efforts to backfill vacancies.
- 5.2 The Corporation agrees that these functions will be exercised in a manner consistent with the express provisions of this Agreement.

Article 6: *Article Deleted*

Article 7: Rules and Regulations

- 7.1 It is understood that the Chief of the Department may make such general orders and Departmental rules as may be desirable or necessary for the care and protection of the public and for the general efficiency of Departmental operations and that they may establish such policies and procedures as may be determined from time-to-time to assist them in their duties. It is understood that the Association will receive thirty (30) calendar days' notice of any changes or amendments to the rules, policies or procedures.
- 7.2 All full time Firefighters shall be governed by the rules and regulations of the Department. It is understood that such rules and regulations will not conflict with the express provisions of this Agreement.
- 7.3 Any member who receives Notice of Discipline will have the notice destroyed/removed from their Human Resources file eighteen (18) months from the date issued provided no further Notice of Discipline has been issued.

Article 8: Grievance Procedure

- 8.1 Employee shall first bring their concern to their supervisor in an attempt to rectify their concern.
- 8.2 A grievance shall be defined as a written complaint regarding the application or alleged violation of an express term of this provision or, in the case of an employee who has acquired seniority under this Agreement, a complaint that they have been discharged or disciplined without just cause. Individual grievances shall bear the signature of the individual employee. Should any difference arise between the parties relating to the interpretation, application or administration of this Agreement which affects the Association as such or the employee as a whole, then the Association shall have the right to file a grievance. All grievances shall state the Article(s) of the Collective Agreement which is alleged to be violated and the remedy sought.

8.3 Step 1

The Association may submit a written grievance to the Fire Chief, or their designate, within five (5) business/work days after the circumstances giving rise to the grievance. Any grievance which is not presented in writing within such time need not be accepted or considered by the Fire Chief, or their designate.

- 8.4 The Fire Chief, or **their designate**, shall respond to the grievance in writing within seven (7) business/work days after the grievance is submitted to **them**.

Notwithstanding, where a significant policy grievance or operational issue arises and a grievance is submitted within the time parameters of **8.3**, and where the Fire Chief and/or Association President is absent but both parties agree the grievance should be presented to the Fire Chief specifically in the best interests of the Department as a whole, an agreement can be made between the **Deputy** Fire Chief and the Association to extend the timeframe to which a written response will be provided within a mutually agreeable timeframe.

8.5 Step 2

The grievor may appeal to the Head of Human Resources, or their designate, within ten (10) business/work days of the decision of the Fire Chief or their designate. The Head of Human Resources, or their designates, together with the Fire Chief and any other advisors deemed necessary, shall meet with the employee and the Association Representatives within five (5) business/work days to consider the grievance. Within five (5) business/work days of meeting the aforesaid, the Head of Human Resources, or their designate, will render a written reply to the employee. Failing settlement at this level, the matter may be referred to arbitration within seven (7) business/work days of the Head of Human Resources' response.

- 8.6 The Corporation and the Association reserve the right to file a grievance of a general application, which shall be filed at Step 2 of the grievance procedure within fifteen (15) business/work days after the alleged grievance has arisen.

It is understood that the provisions of this Article may not be used by the Association to institute a grievance directly affecting a member of the bargaining unit which such member of the bargaining unit could themselves institute and that it shall not be used to bypass the regular grievance procedure.

- 8.7 No grievance may be submitted concerning the termination of employment of all new bargaining unit employees during the probationary period unless the decision to terminate is made in an arbitrary or discriminatory manner or in bad faith.
- 8.8 Timelines noted in this article may be extended by mutual agreement of the parties.

Article 9: Arbitration

- 9.1 Properly constituted grievances which have proceeded through the grievance procedure outlined above may proceed to arbitration as provided by Part IX of The Fire Protection and Prevention Act, 1997, (FPPA), as amended. Written notice of arbitration shall be forwarded to the other party within thirty (30) calendar days of the decision rendered under Step 2 of the grievance procedure. The parties will jointly, in equal shares, bear the fees/expenses, if any, of the arbitration process.

Article 10: Hours of Work

- 10.1 The regular hours of work for non-suppression full- time members shall be 40 hours per week, and shall be subject to a schedule as developed by the Fire Chief or designate. The regular hours of work for suppression and communications will average 42 hours per week over a four (4) week period.

Requests for individual temporary shift adjustments may be provided by the Fire Chief or designate and submitted to the association for its consent which will not be withheld unreasonably.

10.2 Suppression – 24-Hour Shift Schedule

- a) The hours of work for all employees assigned to the Emergency Operations Division shall be on average of 42 hours per week on a 24-hour shift schedule as outlined below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24			24			
				24		24
		24			24	
	24					

- b) Regular hours of work shall consist of 24 hour shifts, whereby employees must be off duty a minimum of twenty four (24) hours between 24 hour shifts, subject to the exigencies of service.
- c) Employees shall not be regularly scheduled to work in excess of a forty-two (42) hour work week averaged over a 28 day cycle, excluding authorized overtime.
- d) Shifts shall commence at 08:00 hours.
- e) Firefighters shall not be required to be on duty on average in any work week more than 48 hours (except in the case of a major emergency as permitted under the FPPA).
- f) The maximum amount of time a firefighter may work is twenty-eight (28) consecutive hours and they shall have a minimum of 24 hours off duty prior to returning to duty.
- g) Firefighters may work a maximum of 4 hours before or after their shift for the purpose of shift exchange. Shift exchanges will not result in a firefighter having less than 24 hours off duty prior to returning to duty.
- h) Shift Exchanges shall be in accordance with department policy AD-003 SOP except where described below:
- (i) Time spent by Firefighters at committee meetings outside of their regular work hours will not be included in the averaging calculations when determining whether the firefighter has exceeded the regular

permitted working hours. However, the parties will take all reasonable measures to avoid time being spent by firefighters in committee meetings immediately following a 24-hour shift.

- (ii) The Fire Chief may schedule an employee out of the 24-hour shift schedule rotation to another shift schedule for the purpose of receiving or providing training for up to two weeks in a calendar year provided 30 days written notice is given.

10.3 Application of the 24-Hour Shift in Collective Agreement Articles

- a) Each 24 hour shift shall be considered two (2) credits. One (1) day, where described, shall be considered one (1) twelve (12) hour credit.
- b) The division of a 24 hour shift shall be made in twelve (12) hour increments, except where described below.

10.4 It is understood that the Corporation reserves the right to modify shift schedules in accordance with the provisions of The Fire Protection and Prevention Act, 1997, (FPPA) at such times as it considers desirable for the efficient operation of the Department. The affected employees will be provided with thirty (30) calendar days' notice of a shift change whenever possible.

10.5 The Milton Fire Department will endeavour to make available 'modified work' (light duty) to those full time staff when injured or sick.

10.6 Election Days

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 shift exchange for voting on the Election Day.

10.7 Fatigue Management

In the interest of ensuring that employees have obtained sufficient rest to safely operate their personal motor vehicle, following the completion of their 24-hour shift, an employee shall be permitted to use the department rest facilities following the completion of his/her shift, as deemed necessary by the employee, until such time as sufficient rest has been obtained for the

employee to drive safely.

Each employee is personally responsible for ensuring that they are sufficiently rested such that they can safely operate their personal vehicle, in accordance with the Highway Traffic Act, at the completion of their shift.

No additional compensation will be provided for the time that the employee utilizes the department rest facilities following the end of their shift.

Article 11: Extended Hours of Work

- 11.1 Employees offered overtime will be based on seniority in a revolving list as agreed upon by the Association. All overtime will first be offered to the division members where the overtime is required. Only if there are no employee acceptance in the division that requires overtime may employees from another division be offered the overtime. The Association shall be able to review the master overtime list used to distribute the overtime upon request. There shall be separate lists for all divisions. A list of Captains will also have a secondary list of Acting Captains. If no Captain accepts overtime then the secondary list may be utilized, however at the next offering management will revert back to the Captains list.
- 11.2 Subject to the needs of the community, full time staff may be asked to work beyond the normal 40/42 hour work week to complete work assignments, provide shift coverage, for non-emergent and developmental activities, or for emergency duty call back. All hours worked in excess of the normally scheduled work period shall be administered as overtime.
- 11.3 All overtime worked must receive prior authorization by the Fire Chief or designate.
- 11.4 Where Departmental requirements cause full time staff to work more than fifteen (15) minutes beyond the end of their regularly scheduled shift, staff shall be paid a minimum one (1) hour at a rate of time and a half of their regular pay. Where the number of hours worked exceeds one (1) hour, staff will be paid in fifteen (15) minute increments (at time and a half).
- 11.5 Where off-duty staff are asked to return to work to perform work of a non-emergent nature (i.e. maintenance issues, support services activities etc.), staff shall be paid a minimum of one (1) hour at a rate of time and a half of

their regular pay. Where the number of hours worked exceeds one (1) hour, staff will be paid in fifteen (15) minute increments (at time and a half).

- 11.6 Where staff provide developmental activities outside their normal workweek activities, staff shall be paid a minimum of two (2) hours at a rate of time and a half of their regular pay. Where the number of hours worked exceeds two (2) hours, staff will be paid in fifteen (15) minute increments (at time and a half).
- 11.7 Where a situation exists that creates a need for an emergency duty call back as provided for by Departmental policy, off-duty staff reporting for duty shall be paid a minimum of three (3) hours at a rate of time and one half of their regular pay, save and except those staff scheduled for work where the call back time is contiguous to their regularly scheduled shift. In that instance employees will be paid only for those hours actually worked prior to and at the conclusion of their shift. Where the number of hours worked exceeds three (3) hours, staff will be paid in fifteen (15) minute increments (at time and a half).
- 11.8 Employees may elect to “bank” a maximum of 40 hours in lieu of paid overtime annually. Banked lieu time not taken within the year that it is earned must be taken by April 30th of any remaining balance will be paid out.
- 11.9 Employees on leave (including Association business, bereavement, sick/incidental time) are not considered available for overtime.

Article 12: Seniority

- 12.1 Seniority shall be defined as the length of continuous service in the Milton Fire Department. Seniority shall be one of the factors considered when determining promotions, non-disciplinary demotions, lay-offs, vacation selection, and where set out in other provisions of this Agreement. Seniority shall accumulate during leaves of absence which do not extend beyond three (3) calendar months.
- 12.2 The Corporation shall maintain and annually post a current seniority list. This list shall be used whenever called for by specific articles and sections of the Agreement and in such other cases as may be agreed upon by the employer and by the Association.

- 12.3 New hires hired on the same hire date shall be based on the marks on a common standard general knowledge written test as determined by the Chief or their designate which is written by all candidates (the 'marks'). New hires shall be listed in order of marks based with employees hired into the Fire Suppression, Training, and Fire Preventions Divisions being listed first before employees hired into the Communications division. In the event of two or more candidates scoring the same marks on the test, listing shall be determined by the employer conducting a lottery i.e. draws of names in the presence of an Association representative. Employees will be considered to have been hired on the same date if they commence actual work for the Employer in the bargaining unit within a period of 30 calendar days from the date the first employee commences actual work. Both the seniority date and the start date for purposes of benefit entitlement etc. shall be reflected on the seniority list as established under Article 12. The list of marks shall be provided to the Association for verifications before the seniority list is finalized.
- 12.4 An employee transferring to another division and has the same seniority as another person in the division, the person with the longer service in the division will have the higher seniority.
- 12.5 In the circumstances of non-promotional transfers as required by the Fire Chief for voluntary or non-voluntary requests for these shift transfers, the circumstances surrounding the request and the length of service time of the affected personnel in the specific division will be considered as factors.
- 12.6 Seniority may be transferred from another Town of Milton Municipal Department for the purposes of determining vacation entitlement and OMERS pension benefits.
- 12.7 Employees hired on the same calendar day in different divisions, that did not complete the same common standard general knowledge written test, shall have seniority in the following order: Emergency Operations, Training, Fire Prevention, Communications.
- 12.8 Secondment
- (a) An employee who is selected and accepts a position outside of the bargaining unit shall accrue seniority for up to three (3) months. Should the

employee be appointed for more than three (3) months their Association seniority shall cease to accrue until they return to their Association position. Upon the completion of their temporary assignment the employee will return to their previous classification.

- (b) The employee will be entitled to perform all managerial duties, except for issuing discipline. The employee will not perform bargaining unit work.
- (c) The Association will not collect dues from the employee while they are filling a position outside the bargaining unit. Further, the Association will not be required to represent the employee with respect to any actions that occur during the period the employee is excluded from the unit.
- (d) Should the member return to the bargaining unit all union dues during the acting time leave are due and payable within six months of their return.
- (e) Association agreement will be required if a bargaining unit member is to be appointed an acting excluded position for a period greater than three months; the Town will advise the Association of the reason for seeking extension of the acting exclusion.

Article 13: Layoff Procedure

- 13.1 A layoff shall be defined as a reduction in the Firefighter workforce and layoff shall commence with the Firefighter with the least amount of seniority provided, that the more senior Firefighters remaining are able to perform the required work.
- 13.2 Firefighters so laid off shall retain, but shall not accrue, their seniority while on layoff for a period of up to one (1) calendar year. Laid off employees will not be entitled to the benefits under this Agreement.
- 13.3 A Firefighter shall be deemed to have resigned their employment if they fail to report to work within ten (10) calendar days after notice of recall has been issued by registered mail at their last known address.
- 13.4 In the event of recall, employees shall be recalled in the inverse order of layoff.
- 13.5 Employees who are to be laid off shall be notified in writing a minimum forty-five (45) business days prior to the layoff date.

Article 14: Promotions / Transfers

14.1 General

- (a) Full time members of the Local 3168 who are members in good standing shall be given the first opportunity for all positions/ transfers/ exchanges and promotions in the Department (as identified in the current collective agreement and subject to the provisions Article 1.2). Members who meet the requirements as outlined in Article 14 will proceed through a fair and equitable competition, if applicable.
Note: The Fire Chief (and or designates) and the Association will meet to determine and mutually agree upon the criteria of “good standing”.
- (b) Probationary employees will be allowed all rights under (a) providing no other qualified applicants apply.
- (c) Any member of Local 3168 wishing to apply for a posted position or a promotion shall follow the application process as set by the Human Resources Division. Vacancies shall be posted for a period of seven (7) calendar days.
- (d) Applicants for any promotional opportunity will be given a minimum of thirty (30) calendar days’ notice for preparation for the assessment/selection process and shall be supplied with a list of all sources of information and topics. The notice period begins on the date the posting expires.

14.2 Advancement of Communications Technicians

- (a) All employees hired as full time Communications Technicians shall be assigned as probationary members and are subject to the provisions of Article 4 of this collective agreement.
- (b) Employees in the Communications Technician classification shall receive an annual performance appraisal. Advancement to the next pay level will be conditional upon receiving an overall acceptable rating.
- (c) Should any Communications Technician fail to receive an overall acceptable rating on their annual performance appraisal, they shall be afforded the opportunity to discuss opportunities to enhance their

performance so that they may qualify for advancement for their next appraisal.

Note: A "Special Appraisal" will be conducted three (3) months following an unfavourable appraisal to assess progress made by the employee with the desired affect being that the employee may then qualify for advancement. The advancement will NOT be retroactive, and will become effective on that date that an acceptable rating is achieved. Failing this they must wait until their next anniversary date.

- (d) Communications Technicians who do not receive the requisite annual performance appraisal by the anniversary date of being hired shall be automatically advanced to the next highest pay scale as if they had received an overall acceptable rating on the appraisal.

14.3 Advancement of Firefighters, Technicians (Training, Emergency Vehicle) and Fire Prevention Inspectors, Public Education Inspectors

- (a) All employees hired as full time Firefighters shall be assigned as probationary members and are subject to the provisions of Article 4 of this collective agreement.
- (b) Employees in the Firefighter classification shall receive an annual performance appraisal. Advancement to the next pay level will be conditional upon receiving an overall acceptable rating.
- (c) Should any Firefighter fail to receive an overall acceptable rating on their annual performance appraisal, they shall be afforded the opportunity to discuss opportunities to enhance their performance so that they may qualify for advancement for their next appraisal.

Note: A "Special Appraisal" will be conducted three (3) months following an unfavourable appraisal to assess progress made by the employee with the desired affect being that the employee may then qualify for advancement. The advancement will NOT be retroactive, and will become effective on that date that an acceptable rating is achieved. Failing this they must wait until their next anniversary date.

- (d) Firefighters who do not receive the requisite annual performance appraisal by the anniversary date of being hired shall be automatically advanced to

the next highest pay scale as if they had received an overall acceptable rating on the appraisal.

- (e) Except as provided for in 14. 3(f), Training, Emergency Vehicle and Fire Prevention Inspector (Public Education and Inspection) shall be subject to annual performance appraisals and advancement through their ranks in the same manner as Firefighters as set out in this section.
- (f) In the event an employee is hired on as a direct entry into the roles of Training, Emergency Vehicle and Fire Prevention Inspector (Public Education and Inspection), they shall advance through the pay structure in the same manner as set out for Firefighters in this section.

14.4 Transfers / Promotion

- (a) Where a vacancy occurs in the approved complement of the Divisions within the Fire Department, transfers between Divisions shall be afforded to qualified members of Local 3168, and such transfers shall be subject to the current job qualifications and assessment/selection processes that are in place at the time of the transfer as well as the provisions of this section.
- (b) For the purposes of this article, a “vacancy” in any Division shall be described as an addition to the Fire Department “approved complement” or a position that becomes open due to the retirement, resignation, promotion, transfer, discharge or demise of a full time union member.
- (c) For the purpose of this article, “qualified members” shall be considered those persons who are active members of the Local 3168 and who have demonstrated that they have the requisite knowledge, skills and abilities.
- (d) Where a vacancy occurs in the approved complement of the Divisions within the Fire Department, qualified members of Local 3168 who are existing dual role Training Officer and existing Emergency Vehicle Technician with at least two (2) years’ experience in that role shall be provided with the opportunity to transfer to the opening.
- (e) A Communications Technician who transfers to another Division shall advance in rank in the same manner as set out in Article 14.3.

- (f) Regardless of the number of applications received for promotional opportunities, a competition for the position shall be held in accordance with existing Departmental policies and practices if applicable.
- (g) A qualified member who transfers from and subsequently wishes to return to a prior division where they formerly worked, shall reassume the rank that previously was held within that division providing they meet the current job qualifications and the position is vacant.
- (h) If an Acting Captain has spent more than three (3) years outside the division they will be required to complete an additional 200 hours of acting time prior to being eligible for a Captains promotion. Should an Acting Captain position not be available during their transfer back to the Emergency Operations (Suppression) Division, they will indicate their request to do so and will re-obtain that position when one becomes available through a hiring process. Should multiple members who were previously Acting Captains transfer back to suppression and wish to re-obtain their Acting Captain status, seniority in the position /division shall dictate the person who re-obtains their Acting Captain position, while the other(s) wait for additional hiring processes.

Note: Those who previously held the rank will be placed on the list as per length of time in the position and supersede any list per 14.7. Once an employee leaves the division they are automatically removed from the list.

- (i) Pay adjustments shall become effective upon commencement in the new position.
- (j) Non-voluntary transfers shall not result in a lower wage scale/reclassification unless the transfer occurs as a result of a demotion resulting from a disciplinary process.

14.5 Firefighters Qualifying for Acting Captain – Emergency Operations (Suppression) Division

- (a) Any full time member wishing to apply for an Acting Captain position must:
 - hold the rank of First Class Firefighter;
 - be currently assigned to the Emergency Operations (Suppression) Division;

- must have four years of service in the Emergency Operations (Suppression) Division;
- must be enrolled in a department approved training program or course and must complete the course within an agreed upon timeframe.

- (b) The promotional process will involve the following components:
- written test;
 - practical assessment (training session & core competencies) and
 - seniority (1 point awarded per year in the division to maximum of 20).

Note: Members satisfying the above-noted requirements will be placed on the Acting Captain Roster in rank order based on their overall assessment score in accordance with the provisions of Article 14.7.

- (c) The Acting Captain Roster will be permanent and reflect the approved complement. Each subsequent promotional process will replenish the bottom of the roster

Note: Where there are no successful candidates who are First Class Firefighters, Second Class Firefighters may be considered.

- (d) Firefighters who do not complete the required training within the agreed upon time frame will be deemed “not qualified” and shall not perform the duties of the Acting Captain.
- (e) Members who refuse an acting opportunity will be removed from the roster/relief list and must then requalify.
- (f) Members that satisfy (b) yet have not secured a permanent position per the approved complement on the Acting Captain Roster as per (c) will be deemed a "Relief Acting Captain".
- (g) In the event of a vacancy in the ‘approved complement’ within six months of the last promotional process the members who were successful (Relief Acting Captains) yet not assigned a permanent vacancy shall be promoted to the approved Acting Captains Roster (14.5c) in order of overall marks.
- (h) Relief Acting Captain’s may be used for up to two years as of the date of the last promotional process they participated in. After the two years they must requalify as an AC. In the event a process for an approved permanent

vacancy is held prior to the two year anniversary date the member may let their marks stand as per 14.7(e) or challenge the process again.

- (i) Relief Acting Captains are not on the 'approved Acting Captain's Roster' (14.5c) for promotion to Captains.
- (j) Relief Acting Captain's on the same platoon will have acting time assigned in order of final marks.
- (k) Relief Acting Captain's will not be added to the extended hours call out list for Officers.
- (l) Acting hours accrued by Relief Acting Captains are not credited to the 600 hour requirement for 14.6a.
- (m) Relief Acting Captains who do not complete the required training within an agreed upon time frame will be deemed 'not qualified' and shall not perform the duties of the Acting Captain.
- (n) Relief Acting Captains are not eligible to challenge the Captain's fire ground practical assessment.

14.6 Promotion to Captains and Above

- (a) Emergency Operations (Suppression) Division
 - (i) Acting Captains will be eligible for advancement to an Emergency Operations (Suppression) Division Captain's position when:
 - have completed a minimum of 600 hours in the role of Acting Captain;
 - have successfully completed the department approved training program or course within an agreed upon timeframe.
Note: Priority to attend programs / courses will be given to those most senior on the list.
 - have successfully completed a Captain's fire ground practical assessment; unsuccessful members will maintain their ranking on roster and will be eligible for the next opportunity to challenge the Captains' fire ground practical assessment.
 - After 3 years Acting Captain's must challenge the fire ground practical assessment at the next available opportunity. They may challenge it at any time prior to the 3 years at their request.

- If unsuccessful after the first attempt of the Captain's fire ground practical assessment the candidate must re-challenge the exam within six (6) months.
- If unsuccessful after two attempts of the Captain's fire ground practical assessment the Acting Captain must requalify by passing the Acting Captain written exam. If successful, the candidate will maintain the Acting Captain status and then must complete a new Captains fire ground practical assessment at the six (6) month mark. If successful, they will retain their position of seniority on the Acting Captain roster. If unsuccessful at either the Acting Captain requalifying exam or the third attempt at the Captain's fire ground practical assessment the candidate will be deemed not qualified as an Acting Captain and will be removed from the Acting Captain program and must re-apply.
In consultation with the Chief and the Association, Acting Captains can request to pass on a promotional opportunity to the Captain position that will result in a changing of shifts/platoon due to family status issues as defined by the OHRC. Refusal of a permanent shift assignment from a promotional opportunity based on the approved complement will result in the member's removal from the program.

(b) Non-Suppression Captain / Division Chief

- (i) Any full time employee wishing to apply for a non-Suppression Captain / Division Chief position must:
 - hold the rank of First Class and/or rank below in the respective division where the opportunity exists and;
 - have three (3) years' service in the division rank below where the vacancy occurs;
- (ii) The promotional process will involve the following components:
 - interview;
 - practical assessment (training session & core competencies) and
 - seniority (1 point awarded per year in the division in the rank below to a maximum of 20 points).
- (iii) Should there be no successful applicants or any applicants within the divisions, the process will be afforded to all members of similar rank that meet the minimum job qualifications of the position.

14.7 Scoring for Promotions/Selection Process

- (a) No candidate shall be considered for promotions/transfers unless they attain a minimum score as outlined below:
- All positions not identified – at least 70% in each assessment area
 - Acting Captain – at least 70% in each assessment area
 - Captain – at least 75% in the fire ground practical assessment
 - Division Chief - at least 75% in each assessment area
- (b) Scoring for promotions/transfers (except Suppression Captains) will be based on the following criteria for all positions:
- written test 40%
 - practical assessment 40%
 - seniority 20% (1 point awarded per year in the division to a maximum of 20 points). Not considered an assessment criteria for minimum scoring percentage.

Note: Within one (1) business day of completing a written test/assessment, a candidate may make a request to the Fire Chief to have their written test/assessment result reviewed. If warranted, the Fire Chief may direct that a review panel consisting of a Deputy Fire Chief(s), an Association Executive Member (who is not part of the competition process), and the applicable Division Chief to which the potential candidate would directly report, review the score and assign a permanently revised mark (higher or lower than the original result if indicated) based on the consensus of the panel.

Note: The assessment may include a job specific practical and/or presentation component and further, incorporate a review of the candidate's good standing/satisfactory job performance criteria.

- (c) Should two (2) or more candidates score equally at the completion of the assessment/selection, the candidate with the most divisional seniority shall be deemed to be the successful candidate.
- (d) In order to create an open and transparent process for the identification of successful candidates for transfers or promotions, the Association may nominate a representative (member of the Executive) not directly involved in the process to provide input during the selection process. Where the Association elects to invoke the provisions of this sentence, notice shall be

provided in writing to the Fire Chief within fourteen (14) calendar days of the transfer/promotional opportunity being posted.

- (e) Candidates who are successful in achieving the minimum requirements in all areas yet are not successful in final selections may have their scores 'stand' for a period of up to two (2) years from the date of the final day of competition.
- (f) Practical assessments and study guide will be created with the input of Management and the Association Executive.
- (g) Applicants who find themselves unsuccessful in the promotional process may make an appointment with the Chief and/or Deputy Chief(s) within ten (10) calendar days of the results being posted in an attempt to identify opportunities to enhance their performance in the promotional process. Applicants may request, through the Human Resources Division, to see their final recruitment evaluation forms and receive feedback on opportunities for improvement by making an appointment with a representative from the Human Resources Division within ten (10) calendar days of the conclusion of the promotional process.
- (h) Where an employee accepts a temporary position outside the bargaining unit, the position from which the employee transferred will be held open for a maximum of two (2) years after which time the employee will return to their home position. The employee will retain and continue to accrue seniority during the specified period.

14.8 Requests for Transfers and Shift Changes

- (a) Annually, prior to vacation selections, any employee requesting a lateral station / shift transfer will indicate in writing to the Fire Chief (or designate), their request to move to another station / shift. Consideration of the request will only be given should multiple requests be received creating potential vacancies.
- (b) As per Article 14.4 'Transfers' where a vacancy occurs in the authorized strength of the Divisions in the Fire Department lateral station / shift opportunities between shifts will be afforded to all qualified members in order of rank and seniority in the position.

- (c) Consideration of the request will be in the context of operational needs of the department ensuring appropriate skill sets prior to approval. Where there is no negative impact to service and operational logistics, the employee with most seniority in the division/position will be granted the transfer.
- (d) Postings for Shift Transfers will be as per Department policy and will outline the closing date and time when station / shift transfer opportunities will be provided.

Article 15: Leaves of Absence

15.1 Leave for Association Business

- (a) Members of the Association will be allowed a total of fifteen (15) days with pay in any one (1) calendar year with no carryover to attend to Association business provided that the Fire Chief is advised of the intended absence at least fifteen (15) days prior to the occasion and is able to adequately staff the Department during the proposed absence. At the discretion of the Fire Chief additional days may be granted.
- (b) Where 15.1(a) is not applicable, the Association agrees to replace Firefighters on Association business when a leave of absence is granted, and to pay the replacement's salary at a range agreed upon with the replacement and the Association, provided that the said replacement shall be first approved by the Fire Chief.
- (c) Members of the Association shall be granted such time off as may be necessary for attendance at negotiation and grievance meetings or arbitration hearings, subject to the following limits: for negotiation meetings a maximum of three (3) members for grievance meetings only members whose attendance is required in their capacity as a representative of the Association or witness up to a maximum of three (3) members; for arbitration hearings only such members whose attendance is required for the proper conduct of the hearing.

15.2 Bereavement Leave

- (a) An employee shall be granted five (5) consecutive days of leave free from scheduled work without loss of pay, upon notification to the Fire Chief, for

the purpose of attending and/or making arrangements for the funeral of a member of their immediate family. Upon discussion with the Fire Chief and the employee these days may be deferred to a later date, otherwise the days off will commence at the start of the employees first scheduled return to work date if the bereavement falls on a day off.

- (b) Employees working in the Emergency Operations Division on the 24-hour shift schedule shall be entitled to bereavement leave as follows:

In order to provide five (5) consecutive calendar days of leave free of scheduled work an employee shall be granted up to four (4) credits of time off without loss of pay, upon notification to the Fire Chief, for the purpose of attending and/or making arrangements for the funeral of a member of his/her immediate family. Upon discussion with the Fire Chief and the employee these days may be deferred to a later date, otherwise the credit time off will commence at the start of the employee's first scheduled return to work date if the bereavement falls on a day off.

- (c) Immediate family shall be:
An employee's spouse, common-law spouse, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandchildren or a person(s) in loco parentis.
- (d) In the event of the death of an employee's aunt, uncle, brother-in-law, or sister-in-law, one (1) day with pay shall be granted in conjunction with the funeral. Employees working in the Emergency Operations Division on the 24-hour shift schedule shall be granted one (1) credit of time off without loss of pay, upon notification of the Fire Chief, for the purpose of attending and/or making arrangements.
- (e) An employee on sick/incidental leave or any other paid or unpaid absence shall not be entitled to the provisions of this article. However, an employee who suffers a bereavement while on vacation shall be granted time off in lieu.

15.3 Unpaid Leave of Absence

The Fire Chief, or their designate, may grant an employee a leave of absence. An employee who has been granted a leave of absence shall not be paid during said leave of absence, unless otherwise specified in this

Agreement. An employee who has been granted a leave of absence shall not lose seniority or occupational classification.

An employee who has been granted an unpaid leave of absence of thirty (30) calendar days or less shall not lose any benefits during the period of the leave of absence.

An employee who has been granted an unpaid leave of absence in excess of thirty (30) calendar days shall have the right to continue benefit coverage by paying the full premium cost to the Corporation for such benefit coverage. Such payments shall be made in advance of receiving such benefits.

Where a leave of absence has been granted in excess of thirty (30) calendar days, vacation leave shall not accrue during said leave.

Requests for a leave of absence without pay will not normally be entertained from any one individual more than once in any calendar year.

Article 16: Court Duty

- 16.1 The Corporation shall grant a leave of absence without loss of seniority to an employee who is subpoenaed as a witness in any court. The Corporation shall pay such an employee the difference between their normal earnings and the payment they receive for such service, excluding payment for expenses incurred, unless the employee is a party to the proceedings or is being charged with an offense or misdemeanor, in which cases the employee shall not be paid. However, the employee will be paid as described above if charged with an offense or misdemeanor while performing their duties in a manner prescribed by the Corporation.
- 16.2 An employee required to attend court while on vacation, shall be compensated those vacation days to be taken at a later date. If, while attending court on vacation, an employee is required to travel, the Corporation shall pay the cost of transportation in accordance with the Town's mileage policy.
- 16.3 Every employee who is required to attend court, inquests or hearings for Fire Department business while off duty, shall receive compensation in the amount equal to one and one half (1-1/2) times their time spent on the said

appearance.

Article 17: Vacations

17.1

All vacation leave shall be based on a year that commences with the first day of January and ends with the last day of December.

A vacation day is equal to one (1) shift or credit. Vacation entitlement shall be earned on the basis of the employee's accumulated length of continuous service with the Fire Department as measured at December 31st in any calendar year and in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Number of Vacation Days</u>
Less than one year	1 day/credit per month to a max of 10 days/credit
One	10
Two	11
Three	12
Four	13
Five	14
Six	15
Seven	16
Eight	17
Nine	18
Ten	19
Eleven	20
Twelve	21
Thirteen	22
Fourteen	23
Fifteen	24
Sixteen	25
Seventeen	26
Eighteen	27
Nineteen	28
Twenty	29
Twenty-one	30
Twenty-two	30
Twenty-three	30
Twenty-four	30
Twenty-five	30

A Member of the Association with less than one (1) year of continuous service shall be entitled to one paid vacation day per month to a maximum of ten (10) days/credits.

All vacation times must be approved by the Fire Chief and scheduled in accordance with adequately staffing the Department. Vacation scheduling and entitlement shall be in accordance with written Departmental policies and procedures.

- (b) The senior person in the division/shift shall make their full vacation selection, up to and including December 31st of the subsequent year, no later than November 1st at midnight of the current year. The next senior member will have 48 hours to make their selection. If a selection has not been made after 48 hours, the next senior staff member will select and so on until all members have selected their vacation. Members will be able to make one (1) partial block pick to use up their final vacation picks or may use up to one (1) paid holiday to make up a full block. Employees on days off or vacation are responsible to ensure their picks are submitted during their 48 hour time slot or they will be bypassed. The last selection will be made no later than midnight of November 10th. Vacation periods may be changed with the mutual consent of the employee and the Fire Chief.

Block #	M	T	W	T	F	S	S
1							
2							
3							
4							

- (c) The Captain and Acting Captain of the same shift shall not be allowed to book vacation or lieu time at the same time unless arrangements have been made for a shift change with an equal ranked member approved by the Deputy Chief.
- (d) New MPFFA Members – Vacation Entitlement
- (i) A candidates years of full-time related service will be taken into consideration upon consultation with the Association when determining their initial vacation entitlement.

(ii) Upon hire, the Member of the Association will progress through the vacation schedule as outlined in article 17.1(a).

17.2 The Corporation may schedule an employee to take all or part of their accumulated vacation during the period of a leave of absence which extends beyond fifteen (15) consecutive calendar days.

17.3 An employee who becomes sick or disabled prior to their scheduled vacation shall not lose that scheduled vacation entitlement while on sick leave.

17.4 WSIB Vacation Accrual

When an employee is off due to a WSIB disability for more than thirty (30) days the employee shall not accrue paid vacation entitlement or paid holidays, but will continue to accrue vacation service.

17.5 Corporate Office Closures

In the event the administrative offices of the Corporation are closed during the regularly scheduled work week (Monday to Friday inclusive), employees, except those assigned to Suppression or Communications, will be required to utilize vacation or banked time-or may elect to take an unpaid leave.

Article 18: Paid Holidays

18.1

(a) The following days are recognized by the Corporation as Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day*
Easter Monday	Christmas Eve (1/2 day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	New Year's Eve (1/2 day)
Truth & Reconciliation Day	

- (b) One (1) statutory Paid Holiday is equal to 12 hours or one half (1/2) shift. Employees must take paid holiday in 24 hour increments unless they have an odd number of Paid Holiday days owing. In which case, the additional 12 hours of Paid Holiday time can be taken as a half shift.
- (c) The senior person in the division/shift shall select all their lieu/paid holidays, up to and including December 31st of the subsequent year, no later than November 10th at midnight of the current year. The next senior member will have 48 hours to make their selection. If a selection has not been made after 48 hours, the next senior staff member will select and so on until all members have selected their lieu/paid holidays. Employees on days off or vacation are responsible to ensure their picks are submitted during their 48 hour time slot or they will be bypassed. The last selection will be made no later than midnight of November 20th.
- (d) Only an additional Statutory Holiday declared by legislation will be added to those listed in 18.1(a).

18.2

- (a) Employees, except those assigned to Suppression or Communications shall observe the Paid Holidays referred to in 18.1(a) on the day of the occurrence unless said Paid Holiday falls on a Saturday, Sunday or other regularly scheduled day off, in which case the Paid Holiday shall be observed on the individual's next regularly scheduled day of work.
- (b) Remembrance Day and Truth and Reconciliation Day will be observed as a 'floater day' during the end of year closure when the Corporations municipal offices are closed.
- (c) Time off for paid holidays may be scheduled to be taken during an employee's absence which exceeds fifteen (15) calendar days where paid holiday occurs during the said period of absence.

Article 19: Health and Benefits

- 19.1 The Corporation agrees to pay the full premium cost of the following benefits to employees who have completed ninety (90) calendar days of employment with the Corporation, in accordance with the terms and conditions of the master insurance policies;
- (i) Employer Health Tax
 - (ii) Extended Health Care Professional Service which includes:
 - chiropractor, chiropodist or podiatrist, registered massage therapist, naturopath, osteopath, speech therapist to the maximum shall be \$600 per type of practitioner per calendar year; February 28, 2024 increase to \$650 per type of practitioner per calendar year
 - Effective February 28, 2024 – acupuncturist to be included in the list of Extended Health Care Professional Services noted above
 - physiotherapist \$1000 per calendar year; February 28, 2024 increase to \$1,500 per calendar year
 - psychologist (including psychotherapist or social worker) to \$1500 per calendar year; February 28, 2024 increase to \$2,000 per calendar year
 - (iii) Life Insurance to a level of two (2) times the employee's annual salary, to a maximum of \$300,000.
 - (iv) Accidental Death and Dismemberment to a level of two (2) times the employee's annual salary, to a maximum of \$300,000.
 - (v) Wage Replacement Plan
 - (vi) Long Term Disability Plan (70% of monthly earnings to a maximum of \$7000)
 - (vii) Dental Plan – Basic comprehensive coverage is a 100% payment for eligible benefits and is capped at \$1,500 per year
 - Denture coverage is a 75%/25% co-payment of eligible benefits
 - Orthodontic coverage is a 50%/50% co-payment of eligible benefits and is capped at \$3,000 lifetime
 - Caps and crowns coverage is a 50%/50% co-payment of eligible benefits and is capped at \$2,500 per year (blended cap with dentures)
 - Dental coverage is based on the current year ODA fee schedule

- Caps and Crowns - 50/50 co-insurance, combined with Rider 2 (denture coverage), up to a maximum of \$2500 per calendar year.

(viii) Vision coverage of \$600 per family member every two (2) years.

(ix) Orthotics

- Orthopaedic Shoes – 75%; 1 every 24 months; reasonable & customary charges
- Custom made boots/shoes – 1 pair per calendar year
- Custom made foot orthotics – \$250 per calendar year

(x) Hearing aids coverage of \$500 every five (5) years

The Corporation will pay the cost of medical required to renew the DZ license, up to a maximum of \$125.

- 19.2 The Corporation's and the employee's contribution towards OMERS shall be that amount specified by the plan. The Corporation's costs shall be borne by the Corporation during an employee's active employment or until:
- (i) the end of the month in which an authorized leave of absence commences, or
 - (ii) the end of the month following the month in which a lay-off occurs, or
 - (iii) such time as an employee loses seniority and status as an employee.
- 19.3 Any reduction in the Employment Insurance (EI) premium as a result of any of the benefit plans provided herein, shall remain the property of the Corporation.
- 19.4 The normal retirement age for Firefighters, including dual-role staff with Firefighting duties shall be sixty-five (65) years of age but nothing herein shall prevent an employee from retiring at an earlier age in accordance with the provisions of the OMERS system.
- 19.5 Employees off duty temporarily due to an accident compensable under the Workplace Safety and Insurance Act shall be paid 15% top up paid by the Corporation such that they will receive their full net take home pay.
- 19.6 All currently retired and active employees who opt(ed) for early retirement before age sixty-five (65), are eligible for extended healthcare and dental benefits provided by the Town at no cost to the employee until they reached

the age of sixty-five (65).

19.7 Retiree's Health Care Spending Account

- a) Employees retiring on or after January 1, 2019 are eligible for reimbursement of eligible medical and dental expenses from a Post Retiree Health Care Spending Account (HCSA) up to a maximum of \$2500 per year for a period of 10 years, commencing on the day the employee reaches 65. No survivor benefit is payable.
- b) In order to be eligible to participate in the HCSA an employee must meet the following criteria:
 - (i) The employee must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS
 - (ii) The employee must be in receipt of an immediate monthly unreduced pension from OMERS
 - (iii) The employee must have had at least 10 years of continuous employment as a full-time member of the Milton Fire Department immediately prior to their time of retirement.
- c) The HCSA is subject to the following additional terms and conditions:
 - (i) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) or such other public or Provincial insurance plan as may be applicable. Reimbursement will only be provided for medical or dental expenses to the extent those exceed the coverage available from OHIP or another public insurance plan.
 - (ii) Reimbursement will only be provided for eligible medical and dental expenses that meet CRA criteria for private health services plans. This currently includes premiums paid to a private extended health plan and out of country coverage subject to the CRA criteria.
 - (iii) The HCSA has no redeemable cash value.
 - (iv) In the event that a retiree does not exhaust his or her maximum entitlement for the year, any unused HCSA balance expires and cannot be carried over into the subsequent year.
 - (v) A grace period of up to 90 days after the end of the calendar year is permitted for claims submission.

19.8 Survivor Benefits

In the event an employee or retiree dies while enjoying the benefits coverage, the employees' dependent survivors and/ or spouse shall continue receiving benefits for a maximum of 24 months following the employee's death during active duty or retirement. The survivor benefits shall expire when the survivor or spouse reaches the age of 65 in the event this occurs before the 24 month period referred to above expires.

19.9 Pregnancy and Parental Leave Benefits

Pregnancy and Parental leaves of absence shall be in accordance with the Employment Standards Act and amendments made thereto.

- a) Pregnancy and Parental Leave Supplementary Employment Benefit Top-Up will consist of the following:
 - (i) For the Employment Insurance (EI) waiting period, employees will be paid seventy-five percent (75%) of their straight time earnings for their classification that they were receiving on the last day worked prior to the commencement of the leave; and
 - (ii) The Employer will top up the difference between Employment Insurance benefits and 75% of the employee's regular straight time earnings for a period of up to 15 weeks for pregnancy or parental leave (i.e. 15 weeks is the maximum length of time the Employer will top up an employee's earnings). Employees shall furnish the Corporation with proof of their EI payments. It is understood that the top up will be calculated without regard to any election the employee may make to lengthen the duration of the leave and to thereby receive a lower amount of Employment Insurance.

Article 20: Sick/Incidental Time & Short Term Disability Benefits

- 20.1 Every Employee, after three (3) months of continuous service shall be entitled to ten (10) days/credits of sick/incidental leave credit for each calendar year.

The allowance of up to ten (10) days/credits on an annual basis is to cover 'incidental illness' and is not cumulative.

20.2 Application for Short Term Disability (STD) Benefits

Short Term Disability covers the period of time a Regular Full-time employee is permitted to be absent from work with pay due to the onset of total disability caused by a non-occupational illness or injury which prevents him/her from performing the essential duties of his/her own position. In these instances compensation is not payable under the Workplace Safety and Insurance Act.

Eligibility for STD benefits arises from absences greater than six (6) consecutive working days or three (3) consecutive 24 hour shifts except in cases of hospitalization where the eligibility for STD benefits commences on the date of hospitalization.

It shall be the employee's responsibility to submit the completed applicable STD forms to Human Resources at the onset of the disability and at any time the Town requires an update. Such documentation will be completed at the employee's time and expense.

STD Benefit Entitlement

Upon approval, the STD payment begins the first day of absence to a maximum of twenty-six (26) weeks. The employee must be receiving regular, ongoing care and treatment appropriate for the disabling condition as determined by the Corporation and/or Insurance carrier.

Entitlement resets annually on January 1st of each year, provided the employee is actively at work with regular hours/duties. For employees on STD at January 1st, the entitlement will reset thirty (30) calendar days after his/her return to regular hours.

Upon approval of the STD Claim, the employee shall be paid in accordance with the following schedule:

<u>Years of Service</u>	<u>100% Pay</u>	<u>66 ⅔ % Pay</u>
3 months less 1 yr	1 week	25 weeks
1 year	2 weeks	24 weeks
2 years	3 weeks	23 weeks
3 years	4 weeks	22 weeks

4 years	5 weeks	21 weeks
5 years	7 weeks	19 weeks
6 years	9 weeks	17 weeks
7 years	11 weeks	15 weeks
8 years	13 weeks	13 weeks
9 years	15 weeks	11 weeks
10 years	17 weeks	9 weeks
11 years	20 weeks	6 weeks
12 years	23 weeks	3 weeks
13 years	26 weeks	0 weeks

The qualifying period of six (6) consecutive working days shall be waived for periods of disability determined to be due to the same or related cause for which STD payments were previously made, provided no more than two (2) weeks have elapsed between claims.

Employees shall participate in the accommodation protocol, if applicable, as outlined in the Workplace Accommodation policy (D-16).

Regular Full-time Status employees who anticipate an absence from a non-occupational illness or injury lasting greater than twenty-six (26) weeks should refer to the Town's Long Term Disability (LTD) policy (D-15) for more information.

Benefits

Health and dental benefit coverage provided by the insurance carrier will continue throughout the employee's STD period.

If the STD claim commences prior to the onset of a leave of absence for another purpose, the employee will be entitled to STD payments while he/she remains totally disabled under the specified conditions of the applicable leave policy. To avoid overpayment, no STD payments are made while a claimant is receiving Employment Insurance (EI) pregnancy/parental benefits. If the STD claim commences on or after the onset of a leave of absence, the employee will not be entitled to STD payments for the duration of the leave.

Vacation entitlement shall not be earned beyond the first thirty (30) calendar days of the STD period.

Employees who participate in the OMERS pension plan shall be eligible to apply for waiver of premiums after four (4) months of accumulated eligible absence.

- 20.3 No employee shall be gainfully employed in the performance of another job while absent from duty on incidental illness benefits time.
- 20.4 Any employee who is absent from duty due to illness for more than three (3) days in succession must file a medical certificate to the Human Resources division when requested to do so by the Chief of the Fire Department, or their designate.
- 20.5 Management may request medical sick notes from employees when it believes, on reasonable grounds, that the employee's absence may be culpable.
- 20.6 As management must take every reasonable precaution to protect the occupational health and safety of persons at the workplace. In the event management has a reasonable basis for considering that an employee is unable to safely undertake the physical, psychological and physiological functions of their assigned duties, documentation from a relevant health care provider may be requested to validate their abilities to safely perform the functional duties of their job. Such requests will be on a confidential basis through HR and may include a Jobs Demands Analysis.
- 20.7 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 their former position, then they shall be returned to the former position as soon as possible. The employee will have Association representation in all return work/modified duties meetings.

It is understood that nothing in this section is intended to limit or expand 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 Ontario *Human Rights Code* and that all rights and obligations thereunder apply to them.

Article 21: Uniforms and Equipment

21.1 Every new employee shall be issued the following clothing:

Firefighter Uniform	Number
FF Nomex Shirt SS/LS	1
FF Nomex Pants	1
Dress Pants*	1
Dress Shirt*	1
Dress Tunic*	1
3:1 Coat	1
Uniform Cap*	1
Baseball Cap	1
Toque	1
Winter Sweater	1
T-shirt	3
Belt	1
Tie	1
Safety Shoes or Boots*	1
Black gloves	1
FF boot (Leather)*	1
Dress Shoe	1

Staff Uniform	Number
Staff – Shirt SS/LS	4
Staff Pants	2
Dress Pants	1
Dress Shirt	1
Dress Tunic	1
3:1 Coat	1
Uniform Cap	1
Baseball Cap	1
Toque	1
Winter Sweater	1
T-shirt	5
Belt	1
Tie	1
Safety Shoes	1
Black gloves	1
Dress Shoe	1

*

New hires promoted from Milton Fire & Rescue Services part-time ranks will only be issued items if not previously obtained within their part-time fire role. New Hires who were not previously employed within the part-time ranks will receive the entire new hire uniform package for their respective division.

21.2 Every employee on a yearly basis shall select uniform clothing using a point system. The Chief or Deputy Chief shall approve all selections and clothing will be issued no later than March 31st of each year. All staff will have an allotment of 80 points. Effective 2024, points will increase to 84.

Uniform Point List	Points	Order Cap
Staff - Pants	11	3
Staff - Shirt SS/LS <i>Maximum of 2 staff shirts between short and long sleeve</i>	6	3
Long sleeve mock neck	5	1
FF Nomex Shirt SS/LS <i>Maximum of 2 shirts between short and long sleeve</i>	40	2
FF Nomex Pants	40	2
Dress Pants	15	1
Dress shirt	6	1
Dress Tunic	58	1
Uniform Cap	15	1
Baseball Cap	4	2
Toque	2	2
Winter Sweater	22	2
T-shirt	4	4
3:1 Coat	52	1
Belt	4	1
Tie	1	1
Dress Shoes	15	1
Black gloves	10	1
Athletic shorts	4	2
Safety Boots <i>Boots or shoes, not both</i>	42	1

Clothing damaged while on duty will be replaced at the Town's expense. A committee will be set up to discuss wording, style, supplier, dollar figure, and accumulation of points. On leaving the service of the Fire Department, the employee may be required to return all articles of uniform or equipment in their possession to the Milton Fire Department.

Leather structural firefighting boots will only be issued to existing members when their current rubber or leather boots require replacing.

21.3 Members in Suppression, Training and Fire Prevention Inspectors shall be issued protective gear as required. This protective clothing shall meet or exceed all requirements of NFPA -1971 (latest revision).

1 pair Protective Gloves; January 1, 2025 increase to 2 pairs

1 pair Protective Boots (leather or rubber)

1 Protective Coat; January 1, 2025 increase to 2

1 pair Protective Pants; January 1, 2025 increase to 2

1 Protective Helmet; January 1, 2025; 1 spare helmet liner

1 pair Coveralls

1 Balaclava; January 1, 2025 increase to 2

21.4 The Corporation shall provide an allowance of fifty (\$50.00) dollars per year for cleaning and/or repairs of uniforms and parka. The cleaning allowance shall be paid on submission of receipts.

Article 22: Fire Department Courses

22.1

- (a) All employees will be eligible to apply for the Town's training and development reimbursement policy as outlined in the Human Resources Policy Manual. All requests for reimbursement must be approved in advance of the program by the Fire Chief.

Mandatory training required by the department will be fully reimbursed.

- (b) Licenses & Certification

When the Corporation requires a specific certificate or license for performance of an employee's current duties, the Corporation will reimburse the employee for all costs related to obtaining and maintaining such certificate or license.

Article 23: Wages

23.1 The following shall be the scale of annual salaries paid to employees.

<u>Classification</u>	Mar 1/23	Mar 1/24
Division Chief, Fire Prevention	\$136,439	\$139,713
Division Chief, Operations	125%	125%
Division Chief, Training		
Captain	\$128,798	\$131,889
Captain, Training	118%	118%
Emergency Vehicle Technician/Fleet Mechanic	\$117,883	\$120,712
Fire & Life Safety Educator	108%	108%
Fire Prevention Inspector		
Training Officer		

Full-time Firefighter

1st Class	100%	\$109,151	\$111,771
2nd Class	90%	\$98,236	\$100,594
3rd Class	80%	\$87,321	\$89,417
4th Class	70%	\$76,406	\$78,239
5th Class	60%	\$65,491	\$67,062
Probationary	55%	\$60,033	\$61,474

Communicator Technician

Year 4	90%	\$98,236	\$100,594
Year 3	80%	\$87,321	\$89,417
Year 2	70%	\$76,406	\$78,239
Year 1	60%	\$65,491	\$67,062
Probationary	55%	\$60,033	\$61,474

23.2 Employees performing the role of Training Officer, Fire Prevention Inspector, Fire & Life Safety Educator and Emergency Vehicle Technician/Fleet Mechanic shall receive the applicable percentage over their base firefighter wage at each classification on commencement of their duties.

- 23.3 Shift instructors shall be paid the training techs wage while performing training on their shift (excluding Captains and AC's if acting at the time of training).
- 23.4 Acting Captains shall receive the current Captains percentage of their wage for all their acting time payable every two (2) weeks for actual acting hours worked.
- 23.5 New MPFFA Members – Wage Classification
- (a) A candidates years of full-time related service will be taken into consideration upon consultation with the Association when determining their initial wage classification.
 - (b) Upon hire, the Member of the Association will progress through the wage progression schedule as outlined in Article 23.1
 - (c) In the event of an external recruit in a non-suppression Officer role; employees hired to perform the role of Captain and Division Chief shall receive the applicable percentage of the full-time First Class Firefighter wage on the commencement of their duties.

Article 24: Recognition Pay

- 24.1 In addition to Article 24.1 (Wages), the Corporation shall pay Recognition Pay based on the 1st Class Firefighters base rate to all staff as follows:

Years of Service	Paid Out First Pay in December
8 to 16	3%
17 to 22	6%
23	9%

Recognition payments will be calculated and pro-rated based on the anniversary date in which the employee attains service years 8, 17 & 23.

This premium will be provided as a lump sum bonus payable on the first pay period in December. It will not be added to the employee's base pay. This premium will be included in the OMERS pensionable earnings calculations.

To be eligible and to remain eligible an employee shall meet the following criteria:

24.2 Eligibility Criteria:

- (a) Has attained a level of 100% of a 1st Class Firefighter rate;
- (b) Has completed the years of service as indicated above with the Town of Milton Fire Services as a full time Firefighter;
- (c) If an employee is not in receipt of their regular wages, they are not eligible to receive the bonus except in the cases of WSIB and STD;
- (d) The employee must be in good standing with the Corporation. The Fire Chief and the Association will meet to determine and mutually agree upon the criteria of "good standing";
- (e) In the event that a resignation or retirement occurs prior to the annual bonus pay date in December, the employee will receive a pro-rated recognition payment based on their last day worked on their final pay with the Town.

Article 25: Service Restructuring and Technological Change

25.1 At least 90 days prior to the introduction or implementation of substantial service restructuring, substantial technological change, or substantial changes in mechanization affecting employees, the Town shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting:

- (a) the nature of the change;
- (b) the date, or dates on which the Corporation plans to affect the change;
- (c) the effects of the change or changes on each classification of employee.

Should service restructuring or technological change dictate a reduction in complement of the Fire Department, consultation shall occur between the Corporation and the Association with a view to minimizing the full time staff reductions and to developing a program of retraining and redeployment in

order to maintain constructive employment for those employees affected.

Notwithstanding the above sentence, any member who is demoted or who has their service with the Department terminated as the result of a substantial technological or mechanization change shall have the right to implement the Grievance and Arbitration portions of this Agreement.

25.2 No full time Firefighter shall be terminated from their position as a result of the performance of bargaining unit work by part time Firefighters.

25.3 In the event a merger, amalgamation, or combination of fire services is agreed to by the Corporation and some or all of the surrounding municipalities and the existing Fire Department needs to be re-organized as a result, the parties agree that:

- (a) The Corporation shall advise the Association as soon as possible upon the commencement of such negotiations or discussions regarding such re-organization, recognizing that such notice may be delayed where confidentiality is initially required;
- (b) Such reorganization shall not be construed as a technological change within the meaning of this Agreement.
- (c) Where possible, and to the extent that it is within the control of the Corporation, the Corporation will endeavour to ensure that:
 - (i) Employees are credited with all seniority rights.
 - (ii) All service credits relating to vacation with pay, sick/incidental leave credits and all other benefits are recognized.
 - (iii) No employee is disadvantaged with regard to conditions of employment and wage rates.
 - (iv) No employee suffers a loss of employment as a result of the consolidation, merger or amalgamation.

Article 26: Indemnification

26.1 The Town of Milton Fire Department employees shall be indemnified as stated in the Fire Protection and Prevention Act, 1997.

Article 27: Contracting Out

- 27.1 Except in the case of an emergency, and except to the extent of current practice, including current practice as it relates to part-time Firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any employee or other person not so covered.

Article 28: Shift Exchanges

- 28.1 Suppression staff and Communications staff will be allowed to exchange shifts with 24 hours' notice given to the Officer on duty and /or the Deputy Chief (if the exchange is for an Officer position or Communications). Staff may only exchange shifts if they meet the same minimum requirements for the exchanged shift and are approved per current policy and by the Officer / Deputy Chief. All shift exchanges must be made within 180 days.

Article 29: Duration

- 29.1 This Collective Agreement shall remain in force and effect from the 1st day of March, 2023, until the 28th day of February, 2025 and from year-to-year thereafter until replaced by a new Agreement or award; provided however, that either party may terminate this Agreement or indicate an intention to re-negotiate its provisions by providing notice in writing to the opposite party no less than thirty (30) calendar days and not more than forty-five (45) calendar days prior to the 1st of March, 2025, and in any year thereafter.

Collective Agreement between the Corporation of the Town of Milton and the Milton Professional Firefighters Association, Local 3168.

In witness whereof the parties hereto have set their hands and seals this 3rd day of April, 2024.

Signed, sealed and delivered in the presence of:

The Municipal Corporation of
the Town of Milton

Gordon Krantz
Mayor

Meaghen Reid
Town Clerk

Peter Gatto
Fire Chief

Monica Nowak
Manager, HR Services

The Milton Professional
Firefighters' Association,
IAFF, Local 3168

Pat Stevenson Digitally signed by Pat Stevenson
Date: 2024.04.09 16:14:40 -04'00'

Pat Stevenson
President

Ted Rabicki
Negotiation Committee Member

Andrew Brassard
Negotiation Committee Member

Memorandum of Agreement
Between
The Corporation of the Town of Milton
And
The Milton Professional Firefighters Association

The Corporation of the Town of Milton and the Milton Professional Firefighters Association agrees to discuss outside of contract negotiations Critical Illness Insurance, Health & Well Being and the OMERS Supplementary Plan.

Critical Illness Insurance

As the Corporation is undertaking a benefit review for the non-union employees, the Corporation will provide the Milton Fire Association with information relating to Critical Illness Insurance. The Corporation does not intend at this time to provide this insurance as an additional benefit.

OMERS Supplementary Plan

The Corporation will arrange for a presentation by OMERS representatives to Association members for the proposed supplementary benefits available in July 2008. The Corporation is arranging this to provide information only and it is not to be interpreted that the Corporation is entertaining providing any OMERS Supplementary Benefits.

Health & Well Being

Through avenues such as the Labour Management Committee, opportunities for health & wellbeing will be discussed.

Renewed this 3rd day of April, 2024.

The Municipal Corporation of
the Town of Milton

Gordon Krantz
Mayor

Meaghen Reid
Town Clerk

Peter Gatto
Fire Chief

Monica Nowak
Manager, HR Services

The Milton Professional
Firefighters' Association,
IAFF, Local 3168

Pat Stevenson Digitally signed by Pat Stevenson
Date: 2024.04.09 16:15:06 -04'00'

Pat Stevenson
President

Ted Rabicki
Negotiation Committee Member

Andrew Brassard
Negotiation Committee Member

Letter of Understanding

Between

The Corporation of the Town of Milton And

The Milton Professional Firefighters Association (MPFFA)

RE COMMITTEES

1. The Parties agree that in situations when the construction of a new fire station is being planned, or when changes to equipment/apparatus/uniforms/PPE are being considered, a Joint Committee will be formed to solicit input from Association members. The Association members on the Committee will be elected by the membership.
2. In the event that Council decides to move forward with the Fire Master Plan, the Corporation agrees to consult with the Association with respect to the implementation of the recommendations within the Fire Master Plan.

Signed at Milton, Ontario the 3rd day of April, 2024.

For the Corporation:

For the Association:

Pat Stevenson

Digitally signed by Pat
Stevenson
Date: 2024.04.09 16:15:35 -04'00'

Letter of Understanding
Between
The Corporation of the Town of Milton
And
The Milton Professional Firefighters Association (MPFFA)

Acting Captains list - Article 15: Promotions/Transfers

1. The parties agree that the Article 15 'Promotions/ Transfers' requires the creation of an Acting Captain Roster.
2. The parties further agree that the initial list shall be created based on overall seniority in the position of Acting Captain as is reflected in the following order:
 1. Kyle Hasselfeldt
 2. Selwyn Hamilton
 3. Ian Kenealy
 4. Ryan Tyrer
 5. Scott Astley
 6. Grant Partington
 7. Mark Roselle
 8. James Howden
 9. Shane Robinson
 10. Brent Kocher
 11. Bryan Mesquita
 12. Chad Barrow
 13. Scott Tovey
 14. Anthony Ciavoliello
3. The parties further agree that the Acting Captain Roster will be permanent and reflect the approved complement. Each subsequent promotional process will replace the bottom of the roster. Members satisfying the requirements in Article 15.05 (b) will be placed on the Acting Captain Roster in rank order based on their overall assessment score in accordance with the provisions of Article 15.06, 15.07 and any other applicable Article.
4. Signed at Milton, Ontario on the 3rd day of April, 2024.

For the Corporation:

For the Association:

Pat Stevenson

Digitally signed by Pat
Stevenson
Date: 2024.04.09 16:16:49 -04'00'

Letter of Understanding

Between

The Corporation of the Town of Milton

And

The Milton Professional Firefighters Association (MPFFA)

Collective Agreement Dated: March 1, 2023 – February 28, 2025

Without Precedent or Prejudice

Article 10: Hours of Work

Fire Prevention 10 Hour Trial

Agree to: Extend the current 10 hour shift trial for Fire Prevention Inspectors and the Fire Life Safety Educator until February 28, 2025. Parties agree to meet to discuss criteria in order to determine the viability of the trial.

Signed at Milton, Ontario on the 3rd day of April, 2024.

FOR THE CORPORATION:

FOR THE ASSOCIATION:

Pat Stevenson

Digitally signed by Pat Stevenson
Date: 2024.04.09 16:17:23 -04'00'



Letter of Understanding
Between
The Corporation of the Town of Milton
And
The Milton Professional Firefighters Association (MPFFA)

Collective Agreement Dated: March 1, 2023 - February 28, 2025

Without Precedent or Prejudice

Article 17: Vacation

Vacation Scheduling Transition

As a result of 2023 bargaining, both parties agreed to transition MPFFA member's vacation calendar year to commence on the first day of January and end the last day of December.

In order to transition to a calendar year, the following process shall apply for both vacation and paid holiday selection:

1. 2023 Selections
 - Vacation Calendar Period: April 1, 2023 to March 31, 2024
 - Members shall receive their annual entitlement for 2023
 - Members will follow Article 17 and Article 18: when making their full vacation and paid holiday selection, if applicable
2. 2024 Selections
 - Commencement of the new vacation calendar: January 1, 2024 - December 31, 2024
 - Members shall receive their annual entitlement for 2024
 - Members will follow Article 17 and Article 18: when making their full vacation and paid holiday selection, if applicable
 - All available work days must be filled
 - Where all work days are filled and members have 2024 vacation entitlement remaining; it shall be carried over and added to their 2025 vacation entitlement

3. 2025 Selections

- Vacation Calendar Year: January 1, 2025 to December 31, 2025
- Members shall receive their annual entitlements for 2025 plus any additional days carried forward from 2024
- Members will follow Article 17 and Article 18: when making their full vacation and paid holiday selection, if applicable
- All available work days must be filled
- In 2025, if all available work days are filled and a member has vacation entitlement remaining, the above noted process shall extend until 2026.

If there are any work days available for vacation/paid holiday selections, carry over days will not be permitted in any given year.

Please note, paid holidays should be accrued and observed in the same calendar year.

Both parties agree to review the transition of vacation prior to December 31, 2025.

Dated at Milton, Ontario on the 2 day of October, 2023.

FOR THE CORPORATION:

Peter Gatto

Digitally signed by Peter Gatto
Date: 2023.10.04 14:09:49
0400

Monica Nowak

Digitally signed by Monica Nowak
Date: 2023.10.11 16:17:08 -0400

FOR THE ASSOCIATION:

