

COLLECTIVE AGREEMENT

2023-2025

BETWEEN:

THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE

Hereinafter called “the Employer”

-and-

**THE WHITCHURCH-STOUFFVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL
4152 of the International Association of Fire Fighters**

Hereinafter called “the Association”

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ARTICLE 1 - GENERAL PURPOSE

(Negotiated 2002, amended 2020)

The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Firefighters concerned and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the Firefighters who are subject to the provisions of this Agreement so that the operation of the services rendered by the Whitchurch-Stouffville Fire & Emergency Services can continue to be effective.

ARTICLE 2 – DEFINITIONS

(Negotiated 2002, amended 2008, 2012, 2016, 2020, 2024)

“Association” shall mean the Whitchurch-Stouffville Professional Fire Fighters Association, Local 4152 of the International Association of Fire Fighters.

“Employer” shall mean the Corporation of the Town of Whitchurch-Stouffville.

“Firefighter” shall mean a person regularly employed in the Fire & Emergency Services on a fulltime basis and assigned exclusively to fire protection or fire prevention duties and includes Captains, Training Officers and Fire Prevention Officers and Inspectors, but does not include the Fire Chief, Deputy Fire Chiefs and all Fire & Emergency Services support staff not directly related to Fire Suppression, Training or Fire Prevention.

“Probation” shall mean a period of assessment the duration of which shall be twelve (12) months from date of hire as a Firefighter as defined in this Article.

“Qualified Person” shall mean any Suppression, Training and Prevention Firefighter of the Whitchurch-Stouffville Fire & Emergency Services who has the following minimum qualifications. For Suppression and Training Firefighters, minimum qualifications shall mean: NFPA 1001, DZ License, valid OFC Pump Operators accreditation or NFPA 1002, Defibrillation and First Aid certification. Fire Prevention Firefighters minimum qualification shall mean NFPA Inspector 1&2, G License, BCIN (Legal and Fire Protection Systems) and First Aid. The Employer shall be responsible for all enrollment, costs and fees associated with attaining and maintaining the above noted qualifications, certifications, and accreditations, with the exception of the DZ and G licenses, upon successful completion.

“Seniority” shall mean continuous service as a fulltime Firefighter with the Employer since last date of hire.

Note: It shall be understood that the dates noted in the Collective Agreement are for information purposes and to provide history of a year the specific article was agreed to or amended by the parties.

ARTICLE 3 – RECOGNITION

(Negotiated 2002, amended 2020)

The Corporation recognizes the Association as Bargaining Agent for all Firefighters defined under Article 2.

It is agreed that all Firefighters who are now members of the Association and all future Firefighters, within thirty (30) days of becoming a Firefighter, shall pay Association dues; and it is agreed that the Corporation will deduct such Firefighter's monthly Association dues and special assessments, and remit said dues and special assessments to the Association. The Association agrees to indemnify the Employer in relation to any liability that the Employer may incur as a result of the Employer's acts or omissions with respect to the dues and special assessments mentioned in this Article.

ARTICLE 4 – RESPECTFUL WORKPLACE

(Negotiated 2002, amended 2008, 2012, 2020)

It is the responsibility of the Employer and all Firefighters to maintain a respectful work environment, free of harassment, discrimination and offensive remarks, materials and behaviours.

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, same sex partnership status, family status, or disability.

Both parties agree that there will be no intimidation or discrimination exercised or practiced by them or their representatives because of a Firefighter's membership in the Association or by virtue of holding office in the Association.

ARTICLE 5 – HOURS OF WORK

(Negotiated 2002, amended 2008, 2012, 2014, 2020, 2024)

5.1 Suppression Division

(a) Every Suppression Firefighter shall work forty-two (42) hours per week averaged over a twenty-eight (28) day period, based on a twenty-four (24) hour shift. These hours shall be worked in accordance with a schedule of rotating shifts as set out in the chart below.

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1							
2							
3							
4							

(b) Firefighters shall have twenty-four (24) hours off duty before returning to work.

(c) Firefighters may work more than 24 hours for staffing reasons if no one from the corresponding off-duty shift is available to a maximum of thirty-six (36) hours, with the exception of the back-to-back tour.

(d) Firefighters may work a maximum of four (4) hours before or after their shift, to a maximum of twenty-eight (28) consecutive hours.

(e) A regular shift shall consist of twenty-four (24) continuous hours, commencing at 0700 hours and ending at 0659 hours.

(f) A tour of duty is considered the period Monday through Sunday.

The parties agree that firefighters may be scheduled out of the twenty four (24) hour shift rotation for the purpose of attending or instructing courses that cannot be completed on the regular twenty four (24) shift rotation, or are required to be conducted over a period of consecutive days, on the following basis:

(a) The parties agree that in order to accommodate training/courses, a firefighter's schedule may be shifted up to two (2) times per calendar year, upon provision of at least sixty (60) days notice. The parties agree that a 24-hour period is equivalent to three (3) eight (8) hour days for the purposes of attending training, whether internal or external off-site training.

(b) A firefighter who has a personal scheduling conflict with the dates assigned for such training may request to attend on alternate dates; such a request will not be unreasonably denied.

5.2 Fire Prevention Inspectors

Fire Prevention Inspectors shall work a forty (40) hour week comprised of four (4) ten (10) hour days, alternating a Monday to Thursday and Tuesday to Friday cycle, exclusive of an unpaid meal break. The schedule of hours shall be agreed to by the parties. During any week where a Statutory or Declared Holiday falls, all Fire Prevention Inspectors shall be scheduled for five (5) eight (8) hour days and shall take the Statutory or Declared Holiday when it falls.

5.3 Fire Prevention Officer and Training Division

Fire Prevention Officers and Training Division Firefighters shall work a forty (40) hour week, exclusive of an unpaid meal break. The schedules of hours shall be established by the Fire Chief or their designate in consultation with the Association.

- 5.4 Any changes to the normal schedule of hours which results in a Firefighter working on a date they were not scheduled to work in the master schedule shall be posted and the Firefighter(s) notified at least sixty (60) days in advance of the effective date, unless in case of operational emergency. Any changes to the normal schedule of hours which results in a shift change shall be posted and the Firefighter(s) notified at least fourteen (14) days in advance of the effective date, unless in case of operational emergency. When recruit training is complete and the recruit has been assigned to a platoon for at least thirty (30) consecutive days, the recruit may be assigned between platoons with at least forty-eight (48) hours' notice of a platoon transfer. The recruit shall become subject to normal platoon transfer notification practice thirty (30) days after the next candidate training is complete or after eighteen (18) months, whichever comes first.
- 5.5 In the event that the Employer intends to institute a substantial change to the shift pattern or implementation of a new shift, the Employer agrees to meet with the Association at least sixty (60) days in advance for purposes of reaching mutual agreement. In all instances, operational requirements and service to the public shall be paramount.
- 5.6 Overtime shall mean all hours worked before, during an unpaid meal break (for Fire Prevention and Training), or after a regularly scheduled shift, as approved by the Fire Chief or their designate.

When a Firefighter works outside their normally scheduled shift, they shall be compensated as follows, at the option of the Firefighter:

- (a) Pay at one and one half (1.5) times their normal rate for each hour or part thereof of overtime worked; or
- (b) Time Owing at one and one half (1.5) times their normal rate for each hour or part thereof of overtime worked.

Part hours shall be measured in fifteen (15) minute increments.

To be eligible to work overtime, the Suppression Firefighter must be off a full twenty-four (24) hours prior to the overtime shift. For the purposes of this Article, the use of a sick day or dependent care day will not be considered as time off. It will be the responsibility of the employee to know their overtime eligibility under this clause. Any employee who accepts overtime but was not eligible will forfeit overtime pay.

A minimum of two (2) hours shall be compensated for all emergency incidents responded to that are not contiguous to a Firefighter's regular shift subject to the below paragraph. It is understood that any incidents that are responded to within one (1) hour of the Firefighter's scheduled shift start time will be considered contiguous to the shift and will be measured in fifteen (15) minute increments, even if the Firefighter is released from duty prior to the start of their shift.

A Minimum of two (2) hours will be recorded for responding to a subsequent emergency only if the Firefighter has been released from duty associated with the first incident by the Fire Chief, Deputy or on duty Captain (Acting) for a period of thirty (30) minutes or more.

Maximum Accumulated Time Owing hours shall be ninety-six (96) hours in one (1) calendar year for Suppression staff and eighty (80) hours for Fire Prevention and Training staff. At no time shall there be more than one (1) full tour forty-eight (48) hours (Suppression staff) or forty (40) hours (Prevention/ Training staff) in a Firefighter's time owing bank. It is understood that the length of one (1) tour will be based on the longest tour of the shift pattern. Any time owing hours that are not scheduled by December 1st will be paid out before December 31st. However, any time owing that is scheduled between December 1 and December 31st cannot be paid out or carried over into the new calendar year.

Time owing shall at all times be subject to the approval of the Fire Chief or their designate.

Suppression and Training Division: No more than one (1) Firefighter off per crew through booking a tour of vacation, lieu days or time owing.

Prevention Division: For time owing, must maintain a minimum of two (2) on duty at all times.

- 5.7 It is understood that nothing in section 5.1 through 5.5 will prevent the Fire Chief or their designate from granting the request of any two Firefighters of the same qualifications from exchanging shifts, save and except operational needs or scheduled training requirements up to a maximum of sixteen (16) shift exchanges per year. Both Firefighters who request a shift exchange shall be in agreement to the said exchange. The Firefighter agreeing to cover any shift will be responsible for covering that shift. Shift exchanges may be made on a basis of twelve (12) or twenty-four (24) hour periods. Shift exchanges shall not result in a Firefighter working more than twenty-four (24) consecutive hours, or having less than twenty-four (24) hours off between shifts.
- 5.8 Overtime for Suppression Firefighter shifts may be offered in twenty-four (24) or twelve (12) hour increments per current procedure.

ARTICLE 6 – SALARIES

(Negotiated 2004, amended 2008, 2012, 2014, 2016, 2020, 2024)

- 6.1 The following shall be the salary scale paid during the respective calendar years 2023-2025 inclusive:

Classification		%	01-Jan-23
Captain		119	\$131,368
FTO		119	\$131,368
FPO		119	\$131,368
FF/FPI	1st Class	100	\$110,393
FF/FPI	2nd Class	90	\$99,354
FF/FPI	3rd Class	80	\$88,314
FF/FPI	4th Class	\$70	\$77,275
FF/FPI	Probation	2 nd 6 month-60	\$66,236
		1 st 6 month-55	\$60,716

Classification		%	01-Jan-24
Captain		119	\$135,244
FTO		119	\$135,244
FPO		119	\$135,244
FF/FPI	1st Class	100	\$113,650
FF/FPI	2nd Class	90	\$102,285
FF/FPI	3rd Class	80	\$90,920
FF/FPI	4th Class	70	\$79,555
FF/FPI	Probation	2 nd 6 month-60	\$68,190
		1 st 6 month-55	\$62,508

Classification		%	01-Jan-25
Captain		120	\$138,120
FTO		120	\$138,120
FPO		120	\$138,120
FF/FPI	1st Class	100	\$115,100
FF/FPI	2nd Class	90	\$103,590
FF/FPI	3rd Class	80	\$92,080
FF/FPI	4th Class	70	\$80,570
FF/FPI	Probation	2 nd 6 month-60	\$69,060
		1 st 6 month-55	\$63,305

Classification		%	01-Jul-25
Captain		120	\$140,394
FTO		120	\$140,394
FPO		120	\$140,394
FF/FPI	1st Class	100	\$116,995
FF/FPI	2nd Class	90	\$105,296
FF/FPI	3rd Class	80	\$93,596
FF/FPI	4th Class	70	\$81,897
FF/FPI	Probation	2 nd 6 month-60	\$70,197
		1 st 6 month-55	\$64,347

6.1.2 CLASSIFICATION PROGRESSION (Negotiated 2014, amended 2020, 2024)

Notwithstanding this article, the Employer reserves the right to hire Firefighters with extensive experience as career Firefighters into a probationary period paid a higher class than the Probationary Class.

In order to advance one (1) classification, Firefighters must successfully complete the examinations (as described below) and be recommended by the Fire Chief. After serving a twelve (12) month probationary period, and upon being successfully examined and recommended by the Fire Chief at twelve (12) month intervals, and not otherwise, each Firefighter shall be advanced one (1) classification every twelve (12) months thereafter until they have reached the rank of 1st-Class Firefighter. Progression from Probationary to 1st-Class Firefighter will normally take a minimum of four (4) years and all moves are at the discretion of the Fire Chief.

An overall average mark of seventy-five percent (75%) qualifies a Firefighter for the next classification and salary adjustment upon their anniversary date. The marks are based on the evaluation of the results of the examinations taken by the Firefighter as follows:

1. Written Exams - 75%
2. Practical Exams- 25%

Successful completion of examinations shall mean the attainment of at least seventy percent (70%) in each category and an overall average of seventy-five (75%) percent. All tests shall be booked at least ninety (90) days in advance of the Firefighter's anniversary date and such notice shall be provided. If a Firefighter fails to achieve a passing mark on any examination or evaluation, the Firefighter shall be provided the opportunity to be re-tested within sixty (60) days from the receipt of their results. The new classification will be recognized upon the anniversary date or upon successful completion of the exams; whichever is later. It should be noted that this does not preclude Management from administering performance management processes in accordance with their Management rights.

All written exams shall be conducted in front of an executive member of the Whitchurch-Stouffville Professional Fire Fighters Association, Local 4152.

Beginning one (1) hour prior to the start of the examination and for the duration of the examination, the Firefighter writing the exam will not be required to perform their usual Fire Fighting duties. Any required coverage will be arranged by the on duty Officer.

At the time when examinations are posted, a list of sources of information will be provided to allow candidates to study and review the material.

- 6.2 Recognition premiums shall be paid to all Association members meeting the following service requirements.

Firefighters who have completed eight (8) years of service, and up until seventeen (17) years of service, with Whitchurch-Stouffville Fire and Emergency Services by December 31st of the previous calendar year will receive an additional three percent (3%) of a 1st class FF/FPI salary.

Firefighters who have completed seventeen (17) years of service with Whitchurch-Stouffville Fire and Emergency Services by December 31st of the previous calendar year will receive an additional six percent (6%) of a 1st class FF/FPI salary.

Firefighters who have completed twenty-three (23) years of service with Whitchurch-Stouffville Fire and Emergency Services by December 31st of the previous calendar year will receive an additional nine percent (9%) of a 1st class FF/FPI salary.

The amount to be paid shall form part of the base salary and shall be paid bi-weekly. It shall be included in calculating vacation, statutory and declared holiday pay, overtime, pension contributions, pregnancy/parental leave entitlements, sick leave pay, long-term disability and WSIB benefits.

- 6.3 In the absence of a full-time Captain, the Fire Chief or their designate shall assign a qualified Firefighter to act in a Captain classification, and they shall be called an Acting Captain during their assignment. The Firefighter so designated shall be paid at the rate of a Captain for each hour that they are assigned as an Acting Captain, subject to a minimum of one (1) hour.

ARTICLE 7 – VACATION

(Negotiated 2002, amended 2008 and 2012, 2014, 2016, 2020, 2024)

7.1.1 Less than one (1) year of service

- (a) Suppression Firefighters shall earn vacation based on the following:

- i. Hired in the first quarter of the year will earn four (4) vacation credits;
- ii. Hired in the second quarter of the year will earn three (3) vacation credits;
- iii. Hired in the third quarter of the year will earn two (2) vacation credits;
- iv. Hired in the fourth quarter of the year will earn one (1) vacation credit.

- (b) Training Officer and Fire Prevention Officer shall earn vacation based on the following:

- i. Hired in the first quarter of the year will earn ten (10) days;

- ii. Hired in the second quarter of the year will earn seven and one-half (7.5) days;
- iii. Hired in the third quarter of the year will earn five (5) days;
- iv. Hired in the fourth quarter of the year will earn two and one-half (2.5) days.

(c) Fire Prevention Inspectors shall earn vacation based on the following:

- i. Hired in the first quarter of the year will earn eight (8) days;
- ii. Hired in the second quarter of the year will earn six (6) days;
- iii. Hired in the third quarter of the year will earn four (4) days;
- iv. Hired in the fourth quarter of the year will earn two (2) days.

7.1.2 Firefighters shall be entitled to annual vacation with pay after completing continuous service of:

- i. More than one (1) year as of January 1st shall be entitled to two (2) tours vacation.
- ii. Three (3) years or more as of January 1st shall be entitled to three (3) tours vacation
- iii. Nine (9) years or more as of January 1st shall be entitled to a vacation of four (4) tours
- iv. Fifteen (15) years or more as of January 1st shall be entitled to a vacation of five (5) tours
- v. Twenty-five (25) years or more as of January 1st shall be entitled to a vacation of six (6) tours

7.1.3 A tour of vacation is either four (4) or five (5) workdays of scheduled work. This must be booked as full tours and not as individual days, except for Firefighter's with less than one (1) full year of continuous employment as of January 1st in any one (1) year.

The vacation entitlement for Suppression Firefighters set out in Article 7.1.1. and 7.1.2 will be calculated on the basis that one (1) "tour" of earned vacation shall equal two (2) credits and one (1) twenty-four (24) hour shift is equivalent to one (1) vacation credit. Vacation shall be taken in one (1) week blocks as set out below. One (1) tour is considered a period Monday through Sunday.

Employees in the Prevention and Training Divisions may elect at the time vacation schedules are being chosen, to delay choosing up to one (1) tour of vacation for use as individual days throughout the year. All usage shall be subject to the vacation selection provisions (Article 7.2), and the operational and training needs of the Department and must not cause overtime. There shall be no payout or carryover of unused vacation days.

7.2 Selection of vacation, and lieu days

(a) Firefighters shall be required to indicate to the Employer by November 15th of each year the time desired for their vacation leave and lieu days in the following calendar year. Any conflict in requests from Firefighters for vacation leave shall be determined on the basis of seniority. Vacation and lieu days shall at all times be subject to the approval of the Fire Chief or their designate.

Vacation, and lieu days will be picked and submitted to the Corporation by November 15th of each year. To accomplish this, each crew will start the selection process beginning with the most senior person on November 1st of each year.

(b) Prior to management informing affected staff of proposed platoon changes, two (2) Firefighters of equal qualifications wishing a mutual transfer may apply to management and the application shall not be unreasonably denied. However, if a third Firefighter of equal qualifications and greater seniority than the appropriate applicant seeks the same transfer, they shall be granted the transfer based on seniority, providing the request was submitted by September 15th. All transfer requests submitted after September 15th will be on a first come basis.

(c) To facilitate the timeliness of the selection process, Management shall inform affected staff of a proposed platoon change by November 1st. Management shall also inform Platoon Officers of any changes to staffing levels by November 1st.

- (d) All lieu days will be scheduled in complete tours to the extent possible. No person shall have more than one (1) broken tour per year.

Each crew will perform this procedure independently and at the same time.

- (e) On November 1st of each year the most senior Firefighter in each crew will select a portion of their allotted vacation tours. That is:
- i. A Firefighter with two (2) tours vacation allotment – selects one (1) tour
 - ii. A Firefighter with three (3) tours vacation allotment – selects two (2) tours
 - iii. A Firefighter with four (4) tours vacation allotment – selects three (3) tours
 - iv. A Firefighter with five (5) tours vacation allotment – selects three (3) tours
 - v. A Firefighter with six (6) tours vacation allotment – selects four (4) tours

Each Firefighter will be expected to make their selections in a timely manner and pass their selections to the next most senior Firefighter until everyone has made their first selections of vacation allotment. Once everyone has completed their first selections, the process begins again with the next most senior Firefighter selecting the balance of their vacation allotment, and this process will continue down the list until each Firefighter has selected all of their vacation tours.

Suppression and Training Division: No more than one (1) Firefighter off per crew through booking a tour of vacation and lieu days.

Prevention Division: No more than one (1) Firefighter off per crew through booking a tour of vacation, or lieu days.

- (f) Once all vacation selections have been made, the process will move into the lieu day selection and shall proceed as follows, consistent with Article 8. The most senior Firefighter in each crew shall choose one (1) tour of up to five (5) lieu days. Selections will continue in this way, picking one (1) tour at a time down the list of seniority, until each Firefighter has chosen their full lieu day allotment, or indicated that they would like days paid out.
- (g) Once all crews have completed scheduling all vacation, and lieu days, each crew member will complete the vacation planning form provided by Management and submit it by November 15th.
- (h) Any Firefighter requesting a change to scheduled vacation, lieu days will do so in writing to the Deputy Fire Chief who will consider the request as per Article 7.3.
- (i) Amendments to this system of selection may be made at any time by written agreement between the Fire Chief and the Association.

This process will take place for all divisions including Suppression, Fire Prevention and Training.

7.3 The Employer shall post the approved vacation, and lieu day schedule by December 1st for the following year. Any Firefighter requests for changes to the approved vacation schedule may be approved to be taken at a mutually convenient time for the Employer and Firefighter.

7.4 Vacation entitlement for the calendar year shall be placed in the Firefighter's vacation bank as at January 1st of that calendar year.

All vacations must be taken during the year of entitlement so that at the end of any calendar year, every Firefighter will have received all vacation leave to which they are entitled for the calendar year. Unless there are extenuating circumstances, any vacation days not taken in accordance with the above will be relinquished by the Firefighter without compensation. Where there are extenuating circumstances, any unused vacation days that have not been scheduled by November 30th will be paid out on the first pay period after December 5th.

Firefighters terminating, resigning or retiring shall be paid a proportionate number of days (less any days already taken in that calendar year) owed to the Firefighter up to the date of termination, resignation or retirement. Conversely, if a Firefighter has taken more vacation than they are entitled to by the date of cessation of employment, any amount owing to the Employer shall be deducted from any final monies owing to the Firefighter.

7.5 No vacation time shall be lost as a result of an illness or accident that is recognized as compensable under the Workplace Safety and Insurance Act.

7.6 A Firefighter who, as a result of illness or injury occurring immediately prior to or during their scheduled vacation may have their vacation re-scheduled upon submission of a satisfactory note from a medical doctor, provided they are not eligible to perform modified duties. The Firefighter must notify the Fire Chief or their designate as soon as possible.

7.7 Pay-Out of Earned but Unused Vacation

For the purpose of vacation calculation in the event of termination, resignation or retirement, a tour of vacation is equivalent to forty-two (42) hours and a vacation day is equivalent to eight-point-four (8.4) hours for Fire Suppression Firefighters.

For the purpose of vacation calculation in the event of termination, resignation or retirement, a tour of vacation is equivalent to forty (40) hours and a vacation day is equivalent to eight (8) hours for Fire Prevention and Training Firefighters.

ARTICLE 8 – STATUTORY AND DECLARED HOLIDAYS

(Negotiated 2002, amended 2008, 2012, 2016, 2020, 2024)

8.1 Statutory and Declared Holidays shall mean: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day, Family Day

And shall include any other holidays as may be proclaimed as a legal holiday by the federal, provincial or municipal government.

8.2 In lieu of statutory and declared holidays, each Firefighter shall be entitled to one (1) shift off duty (12 hours for Fire Suppression, 8 hours for Fire Prevention and Training) for each of the above-mentioned holidays, to be taken at a time mutually agreeable between Firefighter and Employer. Observation of the statutory holiday by Firefighters working Monday to Friday will be observed on the day that it occurs. If it falls on Saturday or Sunday, it will be observed on the day that it is observed by the Employer.

If the Statutory Holiday falls on a day where the Monday to Friday Firefighter was scheduled to be off duty, Article 5.2 shall apply.

If the Statutory Holiday falls on a day where the Monday to Friday Firefighter is on vacation, the Firefighter will select an alternative day in accordance with Article 7.2.

8.3 Two (2) Float Days shall be provided to Firefighters annually, in place of Remembrance Day (November 11) and one half (1/2) day off on each of Christmas and New Year's Eve. Float Days must be scheduled on a mutually satisfactory day during the current calendar year and cannot be banked or carried forward to the next year.

Probationary Firefighters shall not be entitled to Float Days during the first six (6) months of the probationary period.

If a Firefighter's employment terminates within the first six (6) months of the year, they shall have no entitlement to payment in respect of any float days not taken by the date of termination of employment.

However, if the Firefighter's employment terminates in the second half of the year, they shall be entitled to payment in respect of any untaken float holidays.

8.4 Pay-Out of Statutory and Declared Holidays

For the purpose of Statutory and Declared Holidays or Float days calculation in the event of termination, resignation or retirement, a day will be equivalent to one-one eighty second (1/182) of a Suppression Firefighter's annual salary.

For the purpose of Statutory and Declared Holidays or Float days calculation in the event of termination, resignation or retirement, a day will be equivalent to one-two sixtieth (1/260) of a Fire Prevention or Training Firefighter's annual salary.

A Suppression Firefighter may request pay out or bank in accordance with section 8.5 of up to five (5) lieu days Statutory and Declared Holidays (with a day equivalent to one-one eighty second (1/182) of a Suppression Firefighter's annual salary). All requests for pay for Statutory and Declared Holidays will be processed and paid on the next pay period following the request.

8.5 Suppression Firefighters may elect at the time that vacation schedules are being chosen to bank up to five (5) lieu days for use during the year. All usage shall be subject to the operational and training needs of the Department and must not cause overtime. Normally, at least fourteen (14) days of notice should be provided to the Fire Chief or their designate but short notice may be accepted if the training and operational needs of the Department are not compromised and no overtime will result from the absence. Scheduling requests that meet the needs above will not be unreasonably denied. Any days not scheduled by November 30th, shall be paid out on the first pay period following December 5th.

ARTICLE 9 – GROUP BENEFITS

(Negotiated 2002, amended 2008, 2012, 2014, 2016, 2020, 2024)

9.1 It is expressly agreed that the Employer's obligation under this Collective Agreement is limited to the payment of one hundred percent (100%) of the premiums necessary to maintain the Firefighter's enrolment in the group benefits set out in Sections 9.2 and 9.3. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the Firefighter and the insurer. The Employer agrees to make reasonable efforts to assist Firefighters in securing payment of their benefits.

Eligibility for and entitlement to payment of benefits are subject to reasonable and standard terms and conditions of the policy or policies of insurance providing such benefits.

9.2 Fulltime Firefighters are required to join the Group Benefits Plan (Manulife policy #G0107515) outlined below, from date of fulltime hire. Each Firefighter (and dependent where indicated) will receive the coverage below after one (1) full day of employment. Should there be a change in benefit carrier of any or all of the Firefighter benefits set forth in this Article, such a change shall not itself result in a change in benefit levels. The Secretary of the Association shall be informed of any new carrier and/or change in coverage in writing, including all master policies and documents detailing the extent of any changes, thirty (30) days prior to any changes taking effect.

BENEFIT	DESCRIPTION
LONG-TERM DISABILITY	75% of monthly basic earnings to a non-evidence maximum of \$8,500 after the qualifying period.
GROUP LIFE INSURANCE	Coverage of two (2) times regular salary.
ACCIDENTAL DEATH AND DISMEMBERMENT	Coverage of two (2) times regular salary.
ACCIDENTAL DEATH AND DISMEMBERMENT – LINE OF DUTY DEATH – PROVIDED IN ADDITION TO AD&D COVERAGE	Coverage of two (2) times regular salary.
DEPENDENT GROUP LIFE INSURANCE	Coverage of \$10,000 for spouse; \$5,000 each child
DENTAL	100% - Basic Coverage for each covered person (firefighter and insured dependent). Current ODA. 9-month dental recall for adults. 50% - Restorative. Current ODA. Annual calendar year maximum of \$2,000 per covered person (firefighter and insured dependent) for major and restorative benefits. Orthodontics on a 50% co-insurance basis subject to a maximum of two thousand five hundred dollars (\$2,500) (effective January 1, 2025, three thousand dollars (\$3,000)) lifetime coverage per dependent child as defined in the group benefit plan.
VISIONCARE	Effective January 1, 2025, amend \$500 to \$650 per 24 months/per covered person (firefighter and insured dependent), to be utilized for eye examinations and/or vision correction devices and/or laser eye surgery.
EXTENDED HEALTH CARE	100% - Prescription drug coverage and ancillary hospital and medical coverage/per covered person (firefighter and insured dependent). Semi-private hospital coverage. Paramedical Services as outlined below up to a combined maximum of \$2,500 (effective January 1, 2025 \$3,000) per year per person; generic drugs unless the physician stipulates that the generic substitution would not be medically appropriate for the firefighter or dependent concerned; \$12.00 dispensing fee cap per prescription (firefighter and insured dependent). Effective January 1, 2025, paramedical Services up to a combined maximum of \$3,000 (from \$2,500) per year per person subject to the following: • \$500 per calendar year: Osteopath, Podiatrist/Chiropodist, Naturopath and Speech Therapist • From \$545 to \$750 per calendar year: Chiropractor • From \$800 to \$900 per calendar year: Massage Therapist • From \$800 to \$1,000 per calendar year: Physiotherapist Effective January 1, 2025, Psychologist services from \$2,000 to \$5,000 per calendar year and to include Clinical Counsellor, Marriage and Family Therapist, Psychotherapist, Psychoanalyst and Social Worker.

DEPENDENT GROUP LIFE INSURANCE	Coverage of \$10,000 for spouse; \$5,000 each child
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- 9.3 The Corporation shall pay one hundred percent (100%) of the premiums for the following benefits for firefighters retiring at:
- Normal retirement age (currently age sixty (60)), or
 - Minimum age fifty-five (55) with a minimum fifteen (15) years continuous service with Whitchurch-Stouffville Fire and Emergency Services and in receipt of an OMERS pension, until the age of sixty-five (65) years:

(Negotiated 2002, amended 2004, 2008, 2012, 2014, 2016, 2020, 2024)

BENEFIT	DESCRIPTION
DENTAL	100% - Basic Coverage - \$2,000 yearly maximum; 50% - Restorative - \$2,000 yearly maximum; current ODA.
EXTENDED HEALTH CARE	100% - Prescription drug coverage; generic drugs unless the physician stipulates that the generic substitution would not be medically appropriate for the firefighter or dependent concerned; \$12.00 dispensing fee cap per prescription (firefighter and insured dependant); ancillary hospital and medical coverage – semi-private room hospital coverage, \$35,000 private duty nursing maximum per year. Effective January 1, 2025 Increase Paramedical Services as outlined below up to a combined maximum from \$2,000 to \$2,500 per year per person and subject to doctor's authorization; • \$500 per calendar year: Osteopath, Podiatrist/Chiropracist, Naturopath, Speech Therapist, Chiropractor • \$800 per calendar year: Massage Therapist and Physiotherapist • \$1,000 per calendar year: Psychologist
VISIONCARE	\$500.00 per 24 months/per covered person (firefighter and insured dependent)

- 9.4 Post sixty-five (65) Health Spending Account- Firefighters retiring after January 1, 2021, will be eligible for an individual health care spending account (HSA). The HSA will be used to reimburse retired Firefighters for medical or dental expenses which meet Revenue Canada's definition of an allowable deductible medical or dental expense.

Effective January 1, 2025, the amount of the HSA will be amended from a maximum of two thousand dollars (\$2,000) to two thousand five hundred (\$2,500) per year for each individual eligible Firefighter and will be limited to the ten (10) years immediately following the retired Firefighters sixty-fifth (65th) birthday. The eligible expenses of the Firefighter's eligible spouse at time of retirement may also be claimed against the HSA. In order to receive reimbursement from the HSA for eligible medical or dental expenses, the Firefighter will be required to submit original receipts.

In order to be eligible to participate in the HSA a Firefighter must meet the following criteria:

- The Firefighter must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS
- The Firefighter must be in receipt of an immediate monthly unreduced pension from OMERS
- The Firefighter must have had at least fifteen (15) years of continuous employment as a full-time Firefighter of Whitchurch-Stouffville Fire and Emergency Services immediately prior to their time of retirement.

Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public insurance plan as may be applicable.

Reimbursement will be provided for eligible medical or dental expenses to the extent those expenses exceed the coverage available from OHIP, ODP or other applicable public insurance plan.

The Retiree HSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired Firefighters (and spouse when eligible) do not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.

9.5 Pregnancy/Parental Supplementary Unemployment Benefits (SUB)
(Negotiated 2024)

Effective the date of approval by Human Resources and Skills Canada Development Canada, an employee who is on pregnancy leave or parental leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements. All payments shall commence following receipt by payroll of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments shall commence following one (1) week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum of ten (10) weeks.

In no event will the top-up exceed the difference between seventy-five percent (75%) of the employee's normal weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

- 9.6 Parental Leave - Subject to approval by the Fire Chief, two (2) days leave with pay may be granted to a Firefighter if scheduled to work the day of and day following the birth or reception (adoption) of their child. These days must be taken consecutively, and the Firefighter must have completed six (6) months service.

ARTICLE 10 – PENSION

(Negotiated 2002, amended 2014, 2020)

- 10.1 Fulltime Firefighters shall be required to join, as a condition of hire, the Ontario Municipal Employees Retirement System (OMERS). The Employer and the Firefighter shall make contributions in accordance with the provisions of the plan that provide for a Normal Retirement Age (NRA) of sixty (60) years of age.
- 10.2 Subject to OMERS provisions, regarding purchasable leave periods as credited service, it is understood that any period of disciplinary suspension without pay shall be an Employer authorized leave of absence without pay. If the Firefighter so elects, they must pay the entire cost (twice the normal contributions) to purchase the authorized leave period, that is, at no cost to the Corporation.

ARTICLE 11 - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

(Negotiated 2002, amended 2012, 2016, 2020, 2024)

- 11.1 Each Firefighter shall be supplied with necessary uniform items, replaced on an as needed basis as determined by the Fire Chief, or their designate, with the exception of boots and t-shirts that will be provided on a yearly basis as set out below. Alternate safety boots may be substituted for the

Corporation supplied footwear, where approved by the Fire Chief and reimbursed up to two hundred and fifty dollars (\$250) upon submission of receipt.

- 11.1.2 An annual inspection of uniform, station wear, and footwear will occur no later than March 1st of each calendar year and the order for replacement of eligible worn items will take place within thirty (30) days of the inspection or no later than April 1st of the same Calendar year.
- 11.2 All Firefighter's 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 Firefighters to draw specific items of clothing if, in the Fire Chief's opinion, the condition of the present item is no longer acceptable. These no longer acceptable items shall be returned upon replacement.
- 11.3 All uniforms and equipment provided shall be deemed to be the property of the Fire & Emergency Services and must adhere to Provincial Health and Safety regulations. The Corporation at the discretion of the Fire Chief or designate shall replace or repair any personal protective equipment or station wear damaged or lost by a Firefighter when such article(s) were used in the performance of their duties.
- 11.4 The Corporation and the Association agree to work cooperatively toward the determination of mutually agreeable Uniform & PPE materials. To this end it is agreed that a Joint Uniform & PPE Committee, comprised of two (2) representatives of the Association and two (2) representatives of the Corporation, shall be established to research and make recommendations for approval to the Employer on Uniform & PPE materials.
- 11.5 All full-time Firefighters will be supplied with the following articles of clothing:
 - a) Upon Employment
 - Four (4) pair of Nomex fatigue pants
 - Four (4) Nomex fatigue Shirts
 - One (1) pair Nomex coveralls
 - One (1) Fatigue parka
 - One (1) pair fatigue boots (safety)
 - Four (4) sets of slip-ons
 - One (1) Engraved breast badge
 - One (1) fatigue sweater
 - Five (5) T-Shirts
 - One (1) Toque
 - b) Replaced as deemed necessary by the Fire Chief
 - Slip-ons
 - One (1) pair Nomex coveralls
 - One (1) pair uniform pants
 - One (1) uniform tunic
 - Two (2) uniform shirts, one (1) white and one (1) blue
 - Two (2) uniforms shirts (white) for officers
 - One (1) Uniform Cap complete with badge
 - One (1) Trench Coat
 - Two (2) ties
 - One (1) pair uniform dress shoes (one (1) pair every five (5) years)
 - c) On an annual basis, each Firefighter shall receive:
 - One (1) pair of fatigue boots (safety)
 - Five (5) T-shirts
 -
 - d) On a biennial basis commencing in 2025, each Firefighter will receive:
 - One (1) Nomex fatigue pant
 - One (1) Nomex fatigue shirt

Subject to Article 11.2, if a Firefighter wishes a different distribution of the annual items, they may trade some of the annual items for items from the agreed to exchange list developed by the joint PPE Committee. All trade proposals must be brought to the PPE Committee by March 1st.

All uniforms will be provided with approved cresting and appropriate rank.

- 11.6 In addition to the above, all full time Fire Suppression and Training Division staff will be supplied with firefighting protective clothing as approved by minimum of NFPA 1971 standard.
- 11.7 All uniforms will be of proper fit within the limitations of the standard sizes available.
- 11.8 The Corporation shall reimburse each Firefighter, upon presentation of expense receipt, for the cleaning of uniforms, to a maximum amount of fifty dollars (\$50.00) in one (1) calendar year.

ARTICLE 12 – SICKNESS & INJURY

(Negotiated 2002, amended 2012, 2020, 2024)

Sick Leave

- 12.1 Pay for sick leave is for the sole and exclusive purpose of protecting the Firefighter against loss of regular income when they are legitimately ill and unable to work in circumstances under which compensation is not payable by the Workplace Safety and Insurance Board. It is not intended for personal business or an extension of a Firefighter's vacation.
- 12.2 Each Firefighter shall be entitled to a maximum of ten (10) sick days with pay in any calendar year for incidental sickness or accident. New Firefighters with less than one (1) year of service will be entitled to one (1) sick day per month of service up to a maximum of ten (10). The sick days shall be non-cumulative and shall have no cash value.
- 12.3 Firefighters may use up to five (5) of their ten (10) sick days for the purpose of providing dependent care and/or deal with a personal emergency. For the purpose of this Article, a dependent care/personal emergency is defined as a sudden or unexpected urgent situation, demanding prompt action, and the employee is the person responsible for taking action. Dependents in this article are defined as a Firefighter's spouse (including common-law spouse), child, step-child, or parent.
- 12.4 A Firefighter will notify the on-duty station Captain of their illness or injury as soon as possible and in any event no later than one (1) hour prior to the start of their shift.
- 12.5 Sick notes will be required if a Firefighter is off sick the day immediately preceding or immediately following a scheduled vacation or lieu day. Sick notes will be required if a Suppression Firefighter is off for three (3) consecutive twenty-four (24) hour periods.
- 12.6 For Suppression Firefighters a "sick day" is equivalent to twelve (12) hours. Suppression Firefighters may utilize sick time in 24-hour or 12-hour periods.

Short Term Disability

- 12.7 Short Term Disability (STD) is defined as a period of disability of more than five (5) consecutive shifts for Prevention and Training or two and one-half (2.5) twenty four (24) hour shifts for Suppression resulting from non-occupational illness or injury, as determined by a qualified medical practitioner, which prevents a Firefighter from attending their work and which extends for a period of not more than seventeen (17) weeks.

In order to be eligible for Short Term Disability Benefits the Firefighter must provide medical documentation including a completed Attending Physician's Medical Statement & Functional Abilities Form. At the discretion of the Employer a second opinion may be requested from the Employer's third-party disability adjudicator. Payments shall be based on the following schedule:

<i>Length of Service</i>	<i>Number of Weeks Regular Salary</i>	<i>Number of Weeks 75% of Regular Salary</i>
Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

- 12.8 The medical documentation must be submitted as soon as possible and no later than five (5) business days from the date of illness or injury unless arrangements have been made with the Fire Chief or their designate. The Employer shall reimburse the reasonable costs of the medical documentation required, upon the provision of a satisfactory receipt.
- 12.9 STD payments will be made for a maximum of seventeen (17) weeks during any one (1) continuous period of disability. Successive absences due to the same or related cause will be considered as one (1) continuous period of disability unless separated by a return to active employment for a period of twenty (20) consecutive working shifts performing regular duties. Before each period of STD begins, the Firefighter will be deemed to have two (2) incidental sick days.
- 12.10 Vacation credit will be calculated up to the date the Firefighter becomes disabled who subsequently goes on long-term disability.
- 12.11 A Firefighter who was scheduled to work on a shift exchange during a period of Short-Term Disability will choose to either: 1) be charged the equivalent amount of sick time; or 2) to work the equivalent amount of time at a mutually agreeable time, after the Firefighter returns to full duties.
- 12.12 In the event of an occupational accident or illness where the claim is filed with the Ontario Workplace Safety and Insurance Board (WSIB), pay to the Firefighter will be made from the Firefighter's current STD entitlement or the WSIB benefit (i.e. loss of earnings benefits).
- 12.13 Any Firefighter, who through significant illness cannot return to normal duties, may be retained in the Fire & Emergency Services in a less hazardous capacity than that of firefighting, with the approval of the Fire Chief, provided such work is available.

ARTICLE 13 – BEREAVEMENT LEAVE

(Negotiated 2002, amended 2020, 2024)

- 13.1 Bereavement Leave with regular pay (exclusive of premiums) shall be granted to a Firefighter for the purposes of making arrangements for or attending the funeral, as follows:
- a) Up to five (5) days for the loss of spouse (including common-law spouse), son or daughter.
 - b) Up to three (3) days for the loss of mother, father, step-parents, brother or sister.
 - c) Up to two (2) days for the loss of son-in-law, daughter-in-law, father-in-law, or mother-in-law
 - d) One (1) day for the loss of grandparent, grandchild, brother-in-law, sister-in-law, Firefighter's aunt or uncle
- 13.2 Firefighters shall be granted up to one (1) day leave without loss of salary, wages or benefits to attend a funeral as a pallbearer.

- 13.3 Nothing in the above shall limit the Fire Chief or their designate from granting further time off in special circumstances.
- 13.4 When on vacation, if a Firefighter loses a member of the family to which they are entitled to receive bereavement leave, upon submission of a written request satisfactory to the Fire Chief outlining the details of such loss, the entitled bereavement leave will be added to the vacation entitlement.
- 13.5 It is agreed that all leaves of absence under this Collective Agreement, including but not limited to sick leave, bereavement leave and other leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the emergency leave provisions of the Employment Standards Act. It is further agreed that the statutory leave days may not be pyramided on top of any leave under the terms of this Agreement, whether paid or unpaid.
- 13.6 Bereavement days for Suppression Firefighters shall be 12 hours. For the purpose of Article 13.1 (a) and (b) bereavement leave shall commence no earlier than the day of the death and must be completed within three (3) or five (5) calendar days as per the appropriate entitlement. A Suppression Firefighter may reserve one (1) twenty-four (24) hour shift (ie. 2 bereavement days) from the appropriate entitlement, to attend a "Celebration of Life" or an internment which may occur at a later date. In the event this leave would fall during calendar days where the affected Firefighter is scheduled off, no additional leave will be granted in lieu of scheduled day(s) off. Bereavement leave may not be accrued or transferred to any other date, with the exception of a "Celebration of Life" or internment.
- 13.7 For the purpose of Articles 13.1 (c) and (d) and 13.2 the entitlement for Suppression Firefighters shall be one (1) twenty-four (24) hour shift.

ARTICLE 14 – GRIEVANCE PROCEDURE

(Negotiated 2002, amended 2012, 2014, 2016, 2020)

- 14.1 Whenever the Fire Chief or Deputy calls a Firefighter to a meeting involving disciplinary action, or potential disciplinary action, the Fire Chief or Deputy shall advise the Firefighter that they are entitled to have a member of the Local Executive in attendance at the meeting. Such meeting, once requested, shall take place within seven (7) business days. Upon request and with the Firefighter's permission, copies of any correspondence to the Firefighter arising from any such meeting shall be forwarded to the Association.
- 14.2 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.
- 14.3 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable. Should any such alleged grievance arise, then the aggrieved party shall proceed as follows:

STAGE 1 – An aggrieved Firefighter may appeal to the Whitchurch-Stouffville Professional Fire Fighters Grievance Committee in writing within seven (7) business days of the alleged grievance. The said Committee shall give consideration to the grievance and having satisfied themselves that there is a valid grievance, shall proceed as follows:

STAGE 2 – The Grievance Committee shall submit the grievance to the Fire Chief of the Fire & Emergency Services or their designate within seven (7) business days of the Grievance Committee receiving the grievance at Stage 1. The Fire Chief or their designate shall meet with the Grievance Committee and Firefighter and shall reply, within seven (7) business days following receipt of the grievance. If the matter is not settled at Stage 2, the Grievance Committee, accompanied by the aggrieved Firefighter, shall proceed as follows:

STAGE 3 – The Grievance Committee shall submit the grievance to the Chief Administrative Officer within seven (7) business days following the decision or expiry of the time limit in Stage 2. The Chief Administrative Officer shall meet with the Grievance Committee and the Firefighter and shall reply, within seven (7) business days following receipt of the grievance. If the matter is not settled at Stage 3, the matter may proceed as follows:

STAGE 4 – The matter may be referred to Arbitration under Article 15 of this Agreement, within fifteen (15) business days following the decision in Stage 3.

- 14.4 A grievance presented by a Firefighter shall be signed, shall contain the Article or Articles of the Collective Agreement allegedly violated, and shall state the remedy sought.
- 14.5 In the case of a group of Firefighters having an alleged grievance, it shall be taken up by the Grievance Committee commencing at Stage 2.
- 14.6 Any differences arising directly between the Association and the Employer concerning the interpretation or violation of the terms or provisions of this Agreement, may be submitted to either party by the other at Stage 3, and the parties shall meet within fourteen (14) days of notification of grievance.
- 14.7 In determining the time within which any step is to be taken upon the foregoing provisions of this Article, Saturdays, Sundays and Statutory Holidays shall be excluded. Time limits fixed by this paragraph may be extended by agreement in writing between the parties.
- 14.8 All disciplinary notations of a Firefighter's personal record will not be recognized after a period of two (2) years except where there is a repetition of an offence which results in a suspension within forty-eight (48) months.
- 14.9 Expedited Arbitration
 - a) If a Firefighter has been discharged, or received a disciplinary suspension, they shall meet with the Grievance Committee in accordance with Article 14.
 - b) If the Grievance Committee requests a meeting with the Employer to present a grievance on behalf of the Firefighter, the meeting shall occur within seven (7) business days of the issuance of the discipline or discharge.
 - c) If the grievance is not settled, either party may initiate expedited arbitration by advising the other party in writing. The initiating party shall immediately canvass available dates from the arbitrators below. The arbitrator with the first available date, which is within sixty (60) days from the time of the request, shall be appointed unless the parties agree otherwise. The arbitrators are as follows:
 - i. Louisa Davie
 - ii. Eli Gedalof
 - iii. Russell Goodfellow
 - iv. Jesse Nyman
 - v. Dan Randazzo
 - vi. Larry Steinberg
 - vii. John Stout
 - d) The appointed arbitrator shall consult with the parties respecting procedure.
 - e) The Arbitrator shall have the authority provided for in Article 15.

If none of the arbitrators listed in Article 14.9 (c) are capable to offer a hearing date within sixty (60) days of being canvassed, the parties may mutually agree to other arbitrators. Notwithstanding any other provisions of Article 14: either party may refer the grievance to expedited arbitration in accordance with the provisions in section 53.0.1 of the *Fire Protection and Prevention Act*.

ARTICLE 15 – ARBITRATION

(Negotiated 2002)

In the event that a grievance is not fully resolved under the terms of the above grievance procedure, the grievance shall be submitted to arbitration as provided under the Fire Protection and Prevention Act, as amended.

The Employer and the Association agree that an Arbitrator appointed under this provision has no jurisdiction to amend, modify, add to or delete from the terms of this Collective Agreement.

ARTICLE 16 – PHYSICAL FITNESS

(Negotiated 2002, 2014, 2020)

- 16.1 The Corporation will provide to Firefighter's membership at the Leisure Centre fitness facility at a seventy-five percent (75%) reduction in annual fees for a full membership or as per corporate policy, whichever is greater.
- 16.2 The parties agree that a joint committee will be established to determine best practices to ensure the physical fitness and wellbeing of a Firefighter are maintained to the level where they are able to perform the essential duties of their role both physically and mentally.

ARTICLE 17 – JOB POSTINGS

(Negotiated 2002, amended 2020, 2024)

- 17.1 Positions in the bargaining unit which become vacant by reason of death, resignation, retirement or dismissal of a Firefighter shall be filled within ninety (90) days. Under certain circumstances, there may be an extension granted as long as both parties mutually agree to such an extension.
- 17.2 When the Corporation determines that a position is available, a job posting will be posted for a period not less than ten (10) business days. Salary, job duties and qualifications will be outlined in the job posting. It is understood that posted positions shall be filled from within the Association whenever possible based on experience and qualifications, skill and ability.
- 17.3 In respect of transfers, on a full-time permanent basis, Firefighters must:
- have achieved a minimum of 2nd class;
 - meet the minimum qualifications for the position within the division they are requesting to transfer to; and,
 - have completed the current medical and physical testing that is the requirement of the position within the division they are requesting to transfer to, if not completed for initial job offer.
- Firefighters so transferred shall be compensated at the appropriate rate of the new position in accordance with the salary schedule of this working agreement.
- 17.4 Every transfer will be subject to a six (6) month probationary period in which the Fire Chief may return the Firefighter to their previous position if they fail to meet the necessary job requirements of the new position. During this probationary period, the Firefighter may also request to return to their previous position with no loss of seniority or classification. Upon mutual agreement by the parties a maximum six (6) month extension may be granted to the probationary period.
- 17.5 In the event a Firefighter requests and is approved a transfer or is asked to return to their former position within the six (6) month probationary period, they shall be placed back at the rate and rank they left. Any promotion that occurred as a result of the original transfer would be rescinded and Article 28 will apply for any new hires.
- 17.6 In the event a Firefighter requests and is approved a transfer back to their former division after the six (6) month probationary period, they will return to their former division, at their former rank, not to exceed 1st Class. If the Suppression Firefighter previously held a rank above 1st Class prior to the transfer,

they may return at the rate of 1st Class and be added to the bottom of the designate list, (not be assigned to a crew until a position is available) and Article 29 shall apply.

ARTICLE 18 – MILEAGE

(Negotiated 2002, amended 2020, 2024)

- 18.1 Any Firefighter required to use their personal vehicle for municipal business, including the attendance at an educational program or event endorsed by the municipality, shall be reimbursed the Town's current per kilometer rate upon submission of a statement indicating the origin and destination details of such mileage and the purpose of each trip. Mileage will be paid from Station 51 to the destination based on Google Maps.
- 18.2 When a Firefighter reports for duty and is ordered to report to a different station, if no Town vehicle is available, the Firefighter shall be paid mileage for travel between stations at the current rate until relieved of duty.

ARTICLE 19 – INDEMNIFICATION

(Negotiated 2002, amended 2020)

The Employer agrees to maintain general liability insurance in force during the term of this Collective Agreement which is intended to indemnify the Firefighters in respect of all actions, causes of action, claims and demands for compensation which may be sustained by a third party, while the Firefighter is acting within his scope of employment with the Employer. Legal counsel will be selected and provided by the Employer or Insurer when required.

If a Firefighter is charged with a criminal or statutory offence flowing from their duties and they are subsequently acquitted of such charge, the Firefighter shall be reimbursed for reasonable legal expenses which may have been incurred, either by way of agreement from counsel for the Employer or through assessment under the Solicitor's Act. All such expenses must have been incurred as a result of the charge of which the Firefighter is acquitted.

ARTICLE 20 – ASSOCIATION BUSINESS

(Negotiated 2002, amended 2012, 2016, 2020, 2024)

- 20.1 The Association shall keep the Employer advised of the names of its Officers, Executive, Grievance Committee and Negotiating Committee upon their election or any change therein.
- 20.2 The Employer shall keep the Association advised of the names of its Negotiating Committee upon their appointment or any change therein.
- 20.3 The Association may apply on behalf of its appointed local representatives for up to twelve (12) days of leave of absence annually without loss of pay from their regularly scheduled shifts to participate in Association activities related to labour relations and collective bargaining including training events and conventions. Requests shall be upon reasonable notice and will not be unreasonably denied provided that the training and operational needs of the Department are not compromised. In circumstances where an absence would cause overtime, the Association shall arrange with the Fire Chief or their designate an appropriate replacement to eliminate the overtime.
- 20.4 The Association shall be allowed to use a Town of Whitchurch-Stouffville Fire Station to hold meetings provided prior approval has been received from the Fire Chief or Deputy Fire Chief.
- 20.5 The Association shall be permitted to post notices of meetings and such other notices that may be of interest to Firefighters provided such notices are not to the detriment of the Employer as determined by the Fire Chief or their designate, on bulletin boards provided by the Employer and specifically established for Firefighters covered under this Agreement.

ARTICLE 21 – LEAVE OF ABSENCE

(Negotiated 2002, amended 2020, 2024)

All requests for an unpaid leave of absence shall be fully detailed in writing and submitted to the Fire Chief as far in advance as practical in the circumstances giving rise to the request. The Fire Chief may approve an unpaid leave of absence up to one (1) month. Unpaid leaves of absences greater than one (1) month require CAO approval.

The Corporation may grant leave of absence without pay and without loss of seniority, to any Firefighter requesting such leave for a good and sufficient cause, up to a maximum of six (6) months. Group Benefits will be maintained at the Employer's expense during an unpaid leave of absence granted under this Article of one (1) to fourteen (14) days' duration. For absences beyond fourteen (14) days group benefits coverage may be continued by the Firefighter upon the provision of a series of monthly benefits premium payments for the duration of the approved absence, at time of commencement of the leave of absence.

A Firefighter who has been subpoenaed as a witness in a case in which they have no personal interest, and who would otherwise be on normal working duty for the Employer, will be granted a leave of absence to attend legal proceedings where their participation is a requirement of the court.

The Firefighter shall only be paid their regular rate of pay provided the Firefighter submits satisfactory proof to the Employer of the necessity for the Firefighter's attendance as a witness and that they have no personal interest in the case.

Suppression Firefighters scheduled on shift for a Federal, Provincial or Municipal election will make arrangements to vote at an advance poll.

ARTICLE 22 – EDUCATION

(Negotiated 2002, amended 2012, 2020)

- 22.1 Staff training and development is a shared responsibility of the Firefighter and the Corporation. While Firefighters have an obligation to remain current in their field of work, the Corporation also recognizes the benefit of developing its Firefighters and supporting their efforts to keep abreast of new issues and requirements affecting their work and/or the municipality as a whole.
- 22.2 Where the Fire Chief or designate deems it necessary to send a Firefighter for staff development in the interest of the Fire & Emergency Services as an authorized duty assignment, attendance at such course shall involve no expense to the Firefighter concerned for tuition fee, books, transportation and their regular salary while on course shall continue. The Firefighter is also entitled to a meal allowance in accordance with Corporate Policy, where not otherwise provided, upon submission of receipt. Wherever possible courses shall be scheduled so as not to incur overtime costs to the Employer. Whenever this is not possible the Firefighter shall also be entitled to compensation at a rate of one and one half (1.5) times their regular salary for any course hours outside of normally scheduled work days.
- 22.3 Where a Firefighter requests permission from the Fire Chief and/or the Fire Chief feels that the Firefighter's attendance at an educational or training course related to the activities of their employment, involving no absence from their regular duties, would be of benefit to the Firefighter and the Corporation, the Fire Chief shall include in their authorization that attendance at such course shall involve reimbursement of course fees only, to the Firefighter concerned, subject to the Firefighter providing the Fire Chief with satisfactory proof that they successfully passed such course or in cases where no examinations are held, that they had attended at least seventy-five percent (75 %) of the total course.

Any Firefighter who wishes to be reimbursed for registration fees shall submit to the Fire Chief an education/training approval form and obtain their authorization before registering for a course.

22.4 All costs related to education/training are subject to budget funds availability in the year in which expenses are to be paid or reimbursed.

22.5 Reimbursement of MTO required DZ license Medicals:

Effective January 1, 2021, the Corporation will reimburse each Firefighter that is required to maintain a DZ license to a maximum of one hundred twenty-five dollars (\$125) to cover the cost of the medical examination to complete a Ministry of Transportation of Ontario medical report at the age- based frequency required by the Ministry. The Firefighter will be required to provide evidence of payment to be eligible for reimbursement.

ARTICLE 23 – MANAGEMENT FUNCTIONS

(Negotiated 2002, amended 2020)

The Association recognizes and acknowledges that the management of the Employer's business and work force are fixed exclusively with the Employer, and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:

- a) Establish, amend, and enforce rules, regulations, policies and practices to be observed by its Firefighters;
- b) Hire, select, promote, demote, classify, transfer and layoff Firefighters;
- c) Discharge, suspend, or otherwise discipline Firefighters, provided that non-probationary Firefighters shall only be disciplined for just cause;
- d) Determine the business to be conducted by the Employer, the number of personnel required, the standards of performance for Firefighters, the methods, procedures, machinery and equipment to be used, the content of jobs, the hours to be scheduled, and overtime required;
- e) All other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

The Employer agrees to exercise these functions in a manner consistent with the provisions of this Agreement.

ARTICLE 24 - SUCCESSOR RIGHTS/AMALGAMATION

(Negotiated 2002, amended 2020)

In the event of an amalgamation or consolidation of fire services is agreed to by some or all of the surrounding municipalities and the existing Whitchurch-Stouffville Fire & Emergency Services needs to be re-organized as a result, the parties agree that:

- a) The proposed reorganization shall not be construed to be contracting out within the meaning of Article 26 of this agreement.
- b) The proposed reorganization shall not be construed to be technological change within the meaning of Article 25 of this agreement.
- c) There will be equitable treatment of all Firefighters affected by the reorganization, to the extent that it is within the control of the Town. That is to say, Firefighters carrying out essentially the same duties and responsibilities should enjoy essentially the same terms and conditions of employment from the new Employer and maintaining current or better terms and conditions of employment should be seen as a primary goal.

ARTICLE 25 – TECHNOLOGICAL CHANGE

(Negotiated 2002, amended 2020)

25.1 The words "Technological Change" in this Article mean (a) the introduction by the Corporation of equipment or material of a substantially different nature or kind than that previously utilized; and (b) a significant change in the manner in which the Corporation carries on its work and undertaking that is directly related to the introduction of that equipment or material.

- 25.2 At least ninety (90) days prior to the introduction or implementation of substantial technological change affecting Firefighters, the Employer 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 Employer plans to effect the change, the location or locations involved, and the anticipated effects of the technological change on any Firefighter.
- 25.3 Within five (5) days after the foregoing notice has been given, the Employer shall meet with the Association for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any Firefighter.
- 25.4 If agreement has not been reached within fifteen (15) days after the meeting in 25.3, the matter may be taken up as a grievance, which the parties agree to expedite.
- 25.5 No change shall be made in the employment status of any Firefighter consequent upon introduction or implementation of substantial technological change until either the parties have reached agreement through negotiation or an award has been made by a Board of Arbitration that has been appointed to resolve any grievance.

ARTICLE 26 – CONTRACTING OUT

(Negotiated 2002, amended 2012, 2020)

Except in the case of an emergency, and except to the extent of the current practice, including current practice as it relates to part-time/Volunteer Firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by a Firefighter covered by this agreement shall be performed by another Firefighter or person who is not a Firefighter.

ARTICLE 27 – STAFFING

(Negotiated 2004, amended 2008, 2012, 2020)

- 27.1 No person outside of the bargaining unit shall be used to cover an overtime shift or to provide shift coverage except where no full-time Firefighter is available. It is recognized that the WSFES is a composite department, and that part-time/volunteers may and will be used by the Fire Chief or their designate at their discretion in any aspect of departmental operations. In cases where no full-time Firefighter is available to provide shift coverage, the part-time/volunteer used to cover the shift shall have minimum qualifications of first aid and defibrillation certification, plus DZ License and/or Pump Operator certification, where so required for the assigned operational duty. In addition, WSFES shall maintain a list of all part-time/volunteers and their related qualifications.
- 27.2 Each station will be in command of a full-time Captain or Acting Captain during its hours of full-time operation.

ARTICLE 28 – LAYOFF AND RECALL

(Negotiated 2008, amended 2014, 2020)

- 28.1 In the event of a lay-off in a division, Firefighters in that division shall be laid off in reverse order of their seniority. Firefighters subject to lay-off and qualified and able to perform the duties of a position in another division may choose to displace a more junior person in the other division and be paid at the rate applicable for that position. Firefighters will be recalled in reverse order with the last laid off being the first recalled. Divisions of the Department are currently “Fire Prevention”, “Training Division” and “Fire Suppression”
- 28.2 For new Firefighters hired by the Corporation on the same day, seniority shall be determined by the final score achieved through the hiring process.

- 28.3 The Corporation shall maintain a seniority list which shall be provided to the Secretary of the Association on or about January 1st each year. The seniority list shall include each Firefighter's name, rank or classification and date of full-time hire.

ARTICLE 29 – CAPTAIN'S PROMOTIONAL PROCESS

(Negotiated 2012, amended 2024)

- 29.1 The Corporation has revised the promotional process for Captain classification, effective June 22, 2023. Amendments to this process may be made at any time by written agreement between the Fire Chief and the Association.

ARTICLE 30 - DURATION

(Negotiated 2004, amended 2008, 2012, 2014, 2016, 2020, 2024)

- 30.1 This agreement shall be in force and effect until December 31, 2025.
- 30.2 Where either party wishes to amend the Agreement, the party shall give written notice to the other party, not less than thirty (30) days prior to the renewal date. The party shall outline the Article(s) that they wish to amend in their written notice.
- 30.3 Upon written notice of proposed amendments, both parties shall negotiate in good faith in respect to the matters proposed for amendment and the remaining provisions of the Agreement including Letters of Understanding, shall be automatically renewed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

THE CORPORATION OF THE
TOWN OF WHITCHURCH-STOUFFVILLE

THE WHITCHURCH-STOUFFVILLE
PROFESSIONAL FIREFIGHTERS ASSOCIATION,
LOCAL 4152 of the International Association of Fire
Fighters

MAYOR

PRESIDENT

CLERK

DATE

DATE

Letter of Understanding

Agreed to the 22nd day of June 2023
(renewed 2024)

Between the Corporation of the Town of Whitchurch-Stouffville

And

The Whitchurch-Stouffville Professional Firefighters Association Local 4152

Regarding: Mutual Agreement to SOG Admin-911 CAREER CAPTAIN PROMOTIONAL POLICY dated June 22, 2023.

WHEREAS the requirement from the previous SOG Admin-911 stated: "*Candidates holding a lower seniority position in any "Qualified" pool have the ability to become designated over more senior members in other pools. In order to do so, they must have an overall score greater than 10% to become designated as an acting captain.*";

AND WHEREAS Adam Kennedy and Dan Clark were both placed on the designation list under the above SOG language;

AND WHEREAS the SOG has been revised effective June 22, 2023;

NOW THEREFORE the Parties agree as follows :

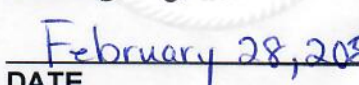
- 1) In any future designation processes, Dan Clark must achieve an overall score that is at least 5% higher than Adam Kennedy to be the successful candidate.
- 2) All other provisions of the new designation process will apply.
- 3) This agreement shall be in effect from June 22, 2023, until the designation of either Adam Kennedy or Dan Clark as a designated acting captain.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

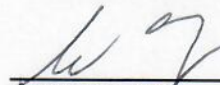
THE CORPORATION OF THE TOWN OF
WHITCHURCH-STOUFFVILLE


MAYOR


CLERK


DATE

THE WHITCHURCH-STOUFFVILLE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 4152


PRESIDENT


DATE