

TOWN OF
HALTON HILLS
Working Together Working for You!

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF HALTON HILLS

(HEREINAFTER CALLED THE CORPORATION)

OF THE FIRST PART

AND

HALTON HILLS PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL 3327

O.P.F.F.A. - I.A.F.F.

(HEREINAFTER CALLED THE ASSOCIATION)

OF THE SECOND PART

TERM OF AGREEMENT

2023 01 01 TO 2025 12 31

INCLUSIVE

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Article 1

Scope and Purpose

Section 1.1 Scope:

- 1.1.1.1 The provisions of this Agreement shall apply to all full-time employees of the Fire Department under the jurisdiction of the Chief of the Fire Department, the two (2) Deputy Chiefs, and one (1) Assistant Deputy Chief save and except the administrative support staff.

Section 1.2 Purpose:

- 1.2.1.1 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees concerned, to establish and maintain satisfactory work conditions, hours of work and wages, and to provide the mechanism for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of the Agreement.

Article 2

Definitions

Section 2.1 Words Not Specifically Defined:

- 2.1.1.1 Words not specifically defined hereunder shall have the meaning commonly given them in a standard Canadian English Language Dictionary with respect for the context in which they are used.

Section 2.2 Definitions:

- 2.2.1.1 Except where a contrary intention appears in the text of this Agreement, the words listed shall have the meaning specified.

Administrative Support Staff means clerical/secretarial staff, statistical analysts, and administrative coordinators.

Assistant Deputy Chief – shall mean the position of Assistant Deputy Chief

Association - means the Halton Hills Professional Fire Fighters Association, Local 3327, O.P.F.F.A., I.A.F.F.

Callback - shall mean time worked when an employee is called to duty while on an off-duty period as per Schedule 'G' forming part of this Agreement and the provisions of the Fire Protection and Prevention Act, 1997 as amended.

Corporation - means the Corporation of the Town of Halton Hills

Deputy Chief– means the Deputy Chief of Operations and the Deputy Chief of Prevention and Education

Chief of the Fire Department - means the Commissioner and Chief of the Fire Department or a duly appointed designate.

Employee - means the full-time staff of the Fire Department, save and except the Chief of the Fire Department, two (2) Deputy Chiefs, one (1) Assistant Deputy Chief and administrative support staff.

Fire Department - means the Halton Hills Fire Department.

Fire Fighter – means a person regularly employed on a salaried basis in a fire department and assigned to fire protection services and includes technicians but does not include a volunteer firefighter.

Member - means an employee who is a member of the Halton Hills Professional Fire Fighters Association

Modified Hours of Duty – shall mean a change of hours of duty mutually agreed by the employee and employer on a one for one basis, i.e., for each hour an employee works at a scheduled activity outside their normal hours of work, the employee will receive one hour off duty.

Overtime - shall mean time worked as a continuation of a regular shift or a scheduled shift.

Pattern of Absenteeism – A concern substantiated by patterns such as a consistent pattern of absenteeism over a twelve-month period, absent before or after scheduled days off, absent on a day which was not approved as a leave, or a combination of the examples.

Quasi-judicial – A tribunal with judicial authority to subpoena and receive sworn testimony similar to a court such as a Human Rights Tribunal.

Red Circled - means the pay level will be held unchanged.

Seniority - in determining an employee's length of service for seniority purposes, computation of seniority shall begin on the date the employee began work as a full-time member of the Fire Department. In the event of the hiring of more than one employee on the same day seniority shall be determined by a draw to be held with administration and a representative from the association, effective January 1, 2022.

Duty Day:

Suppression Duty Day

- a) Shall mean a 12-hour shift recognized as either a day shift (0700-1900) or night shift (1900 - 0700) for staff assigned on a 12-hour day shift or a 24-hour shift.
- b) Shall mean a 10.5 hour shift for staff assigned to a day shift (0700 - 1730)

Non-Suppression Duty Day

Shall mean a 10-hour day shift for staff assigned to the prevention and training divisions (0700 – 1700)

Town - means the Corporation of the Town of Halton Hills

**Article 3
Recognition**

Section 3.1 Recognition of the Association

- 3.1.1.1 The Corporation recognizes the Association as the exclusive Bargaining Agent for all full-time employees of the Fire Department save and except the Chief of the Fire Department, two (2) Deputy Chiefs, one (1) Assistant Deputy Chief and administrative support staff.
- 3.1.1.2 The Corporation agrees to acquaint new employees with the fact that an Agreement is in effect and with the conditions of employment set out in this Agreement.
- 3.1.1.3. The Corporation will supply copies of the current agreement to the Association. The Association shall distribute copies of the Agreement to all new full-time employees of the Fire Department.

Section 3.2 Dues Collected by the Corporation

- 3.2.1.1 All employees covered by this Agreement shall be required to notify the Corporation, via the Association Treasurer in writing, of authorization to deduct membership dues, rates, and assessments from their pay.
- 3.2.1.2 The membership dues, rates and assessments collected by the Corporation on behalf of the Association shall be forwarded to the Association on the last Friday of each month, accompanied by a list showing from whom deductions were made and the amounts deducted.

- 3.2.1.3 The Treasurer of the Association shall notify the Town of Halton Hills, Payroll Department, at least 30 days prior to any change in membership dues to be collected, and/or of any rates or assessments to be collected.
- 3.2.1.4 The Association shall be responsible to keep the Corporation informed, in writing, as to the name and address of the Treasurer.
- 3.2.1.5 In consideration of the deductions and forwarding of Association dues or assessments in accordance with the foregoing by the Corporation, the Association does hereby indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the operation of this section.

Article 4

Management Rights and Functions

Section 4.1 The Fire Protection and Prevention Act, 1997

- 4.1.1.1 The Association acknowledges that it is the exclusive right of the Corporation to maintain order, discipline and efficiency;
- a) hire, assign, direct, promote, demote, classify, transfer, lay off and recall employees and to discharge, suspend or otherwise discipline employees for reasonable cause;
 - b) determine in the interest of efficient operation, the standard of service;
 - c) generally manage the operation in which the Corporation is engaged and, without restricting the foregoing to plan, direct and control operations.
- 4.1.1.2 The Corporation recognizes that the foregoing clauses are subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and in the Fire Protection and Prevention Act, 1997, as amended, and subject to the rights of the employees concerned to lodge a grievance in the manner and extent herein provided.

Section 4.2 Technological Change

- 4.2.1.1 At least 90 days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting:
- a) the nature and degree of the change,
 - b) the date or dates on which the Corporation plans to effect the change, and
 - c) the effects of the change or changes on each classification of employee.
- 4.2.1.2 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.

4.2.1.3 Recognizing the role of current part-time staff, no full-time staff members' employment shall be terminated due to technological change while part-time staff are being employed to perform the same or similar job function.

4.2.1.4 Notwithstanding sentence 4.2.1.2, any member who is demoted or who has their service with the Department terminated as the result of substantial technological or mechanization change shall have the right to implement the Grievance and Arbitration portions of this Agreement.

Section 4.3 Contracting Out

4.3.1.1 No work customarily performed by an employee covered by this agreement shall be performed by another municipal staff member or by a person who is not an employee of the Corporation except:

- a) to the extent of past practice, or
- b) to the extent agreed upon by the Corporation and the Association, or
- c) in the case of a natural, National, Provincial, Regional, or Municipal disaster.

4.3.1.2 The Corporation agrees to exercise the above function in a manner consistent with the general purpose and intent of this Agreement and that of the Fire Protection and Prevention Act, 1997 as amended.

Section 4.4 Organizational Chart

4.4.1.1 The Corporation shall establish an Organization Chart of the Fire Department showing approved positions and the authorized staff members.

4.4.1.2 The Corporation shall notify the Association thirty (30) days prior to any change in the Organization Chart that directly affects any employee(s) being a member of the Association.

Section 4.5 Job Descriptions

4.5.1.1 The Corporation shall provide the Association general job descriptions covering each of the categories set out in this Agreement.

Section 4.6 Disabled Employees

4.6.1.1 In the event that an employee of the Fire Department becomes disabled and is unable to perform their normal duties, the Corporation shall make every reasonable attempt to relocate the employee to a suitable alternate position within the Service.

- 4.6.1.2 Where an alternate position is not available within the Fire Department, the Corporation shall make every reasonable attempt to relocate the employee to a suitable alternate position within the Corporation.
- 4.6.1.3 Where an employee is permanently disabled and relocated to an alternate position, the employee's rate of pay shall be red circled until such time the rate of pay for the alternate position exceeds the employee's rate.

Section 4.7 Indemnification

- 4.7.1.1 The Corporation shall indemnify and save harmless all employees of the Fire Department from any damages or claims for damages for injuries or accidents resulting from performance of their duties excluding any incident of willful and malicious damage or misconduct of an employee.
- 4.7.1.2 Where an employee is charged with a civil offence directly related to the performance of their duties and is acquitted of the offence, the Corporation shall reimburse the employee for any reasonable legal expenses and lost income incurred as a result of such charges.
- 4.7.1.3 Where an employee is charged with a criminal, quasi-criminal or statutory offence directly related to the performance of their duties and is acquitted of the offence, the Corporation shall reimburse the employee for any reasonable legal expenses and lost income incurred as a result of such charges.

Section 4.8 Provision of Information

- 4.8.1.1 The Corporation shall provide detailed information concerning any employee benefit plan or insurance plan to the Association annually, upon written request.
- 4.8.1.2 The Corporation shall provide detailed information concerning the cost to the Corporation of any benefit package and the minimum number of employees required to enter the benefit plan. This information shall be provided annually, upon written request, to the Association.
- 4.8.1.3 The Corporation shall provide the Association, at the expense of the Corporation, four (4) copies of each collective agreement negotiated between the parties here-to and of each collective agreement duly amended by any Board of Arbitration. A digital copy shall also be provided.
- 4.8.1.4 Copies of the Collective Agreement shall be provided to the Association not later than thirty (30) days following the execution of the Agreement or issuance of the award by the Board of Arbitration.
- 4.8.1.5 At least one (1) copy of the said Collective Agreement or award by the Board of Arbitration shall be suitable for reproduction.

4.8.1.6 The Corporation shall provide one copy of the Town Personnel Policy and one copy of all Collective Agreements pertaining to any Town employees, to the Association once annually upon request.

4.8.1.7 A response for requested information in accordance with the provisions of this Agreement shall be forwarded to the Secretary of the Association not more than thirty (30) days from the date of request.

Section 4.9 Use of Facilities

4.9.1.1 The Association shall be allowed to use a Town Fire Station, with the permission of the Chief of the Fire Department, to hold meetings.

4.9.1.2 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 Department bulletin boards.

4.9.1.3 The Association agrees that there will be no activity solely in the interest of the Association during working hours that would interfere with work to be performed in the Fire Department.

Section 4.10 Discrimination

4.10.1.1 The Corporation shall not discriminate, interfere with, restrain, or coerce any employee because of his membership in or connection with the Association.

Section 4.11 Amalgamation

4.11.1.1 Should the Corporation enter into negotiations or discussions in respect to the potential to merge, amalgamate, or combine any Fire Department operations or functions with another municipal department, another municipal employer, and/or any provincial government agency, the Corporation shall notify the Association upon initiation of such negotiations or discussions.

4.11.1.2 Notwithstanding sentence 4.11.1.1 where the Corporation enters into said negotiations or discussions and confidentiality between the parties is initially required, the Corporation shall notify the Association as soon as is possible without compromising the negotiations or discussions.

4.11.1.3 Should the Corporation merge, amalgamate or combine any Fire Department operations or functions with another municipal department, another municipal employer and/or any provincial government agency, the Corporation shall take every reasonable means to ensure the retention of seniority rights, salary, and wage levels for each employee of the Corporation, who then becomes an employee of such other municipal employer.

- 4.11.1.4 Further to sentence 4.11.1.3, the Corporation shall take every reasonable means to ensure the retention of Officer/Classification ranks for each employee who becomes an employee of such other municipal employer.

Article 5

General Conditions of Employment

Section 5.1 Probationary Period

- 5.1.1.1 The probationary period for all new full-time employees of the Fire Department shall be one (1) year.
- 5.1.1.2 Probationary employees shall have the right to be members of the Association during their probationary period. Probationary employees shall be subject to the terms of this Agreement except with respect to discipline and/or discharge.
- 5.1.1.3 Probationary employees shall be eligible for benefits of employment as set out in this agreement conditional upon their satisfying the waiting period specified for each benefit by the carrier.
- 5.1.1.4 The Corporation may discharge a probationary employee for any reason satisfactory to the Corporation.

Section 5.2 Absence From Duty

Subsection 5.2.1 Illness and/or Injury

- 5.2.1.1 Each employee of the Fire Department has a duty to attend work as scheduled.
- 5.2.1.2 Each employee shall notify, when possible, at least one (1) hour prior to the start of their tour of duty, when they will be absent due to illness or injury in accordance with current department policy.

Subsection 5.2.2 Leave of Absence

- 5.2.2.1 The Chief of the Fire Department may grant an employee a leave of absence for up to five (5) consecutive duty days.
- 5.2.2.2 A leave of absence that will be longer than five (5) days shall require a recommendation of approval from the Chief of the Fire Department and the approval of the Municipal Council.
- 5.2.2.3 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.

- 5.2.2.4 An employee who has been granted a leave of absence shall not lose seniority or occupational classification.
- 5.2.2.5 An employee who has been granted a leave of absence falling within thirty (30) calendar days shall not lose any benefits during the period of the leave of absence.
- 5.2.2.6 An employee who has been granted a leave of absence in excess of the period specified by sentence 5.2.2.5 shall not lose any benefits during the period of the leave of absence. The employee is, however, required to pay to the Corporation the cost of any benefits for any period in excess of the first thirty (30) calendar days.
- 5.2.2.7 Where a leave of absence has been granted in excess of thirty (30) working days, vacation leave shall not accrue during said leave.

Subsection 5.2.3 Pregnancy and Parental Leave

Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act, 2000 as amended from time to time with the following provisions.

- 5.2.3.1 **Pregnancy Leave**
The Employee shall provide the Chief of the Fire Department, in writing, as much advance notice as possible but not less than two weeks, the date the leave is to begin and also include a certificate from a legally qualified medical practitioner stating the expected birth date.
- 5.2.3.2 **Parental Leave**
The Employee shall provide the Chief of the Fire Department, in writing, as much advance notice as possible but not less than two weeks, the date the leave is to begin, and determine a mutually agreed return to work date prior to commencement of the leave.
- (a) An Employee shall be entitled to Parental Leave following the birth of the child, upon receipt of custody of a child, or having care and control of the child for the first time. The maximum length of Parental Leave is thirty-seven (37) weeks, except when a female Employee takes parental leave combined with pregnancy leave, then the maximum parental leave is thirty-five (35) weeks.
 - (b) Parental Leave for an Employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other Employees, Parental Leave must begin no more than fifty-two (52) weeks after:
 - (i) the birth of the child; or
 - (ii) the date the child first comes into the care and custody of the parent.
 - (c) Upon proof of receipt of Employment Insurance ("EI") benefits for pregnancy and parental leave (to the Payroll section), the Employer will issue a supplementary payment in addition to the EI benefit the Employee is in receipt of. The supplementary payment will be a maximum payment

of the difference between the EI maximum for standard pregnancy or parental benefits and 75% of the Employee's base salary up to a maximum of 15 weeks for pregnancy leave and 10 weeks for parental leave.

Base salary is inclusive of any service recognition but does not include any premium payments including OT.

If for some reason the Employee stops receiving EI benefits for pregnancy or parental leave during the period they are receiving a supplementary payment, they are required to notify the Employer immediately and they will no longer be eligible for the supplementary payment.

5.2.3.3 Extension of Benefit Coverage while on Pregnancy/Parental Leave

The Employer will maintain the applicable benefit coverage for Employees on Pregnancy or Parental Leave, and the Employer will continue to pay the premium portions normally paid by the Employer, with the Employee responsible for the Employee contributions, as per the Employment Standards Act.

5.2.3.4 Seniority During Pregnancy/Parental Leave

While on Pregnancy and/or Parental Leave, an Employee shall continue to accumulate seniority under this Collective Agreement.

Subsection 5.2.4 Bereavement

5.2.4.1 An employee shall receive a maximum of five (5) duty days leave of absence without loss of pay in the event of the death of his/her spouse/common-law companion or son/daughter.

An employee shall receive a maximum of three (3) duty days leave of absence without loss of pay in the event of a death in the immediate family (i.e., mother and father, and step-mother and step-father), including his/her father-in-law, mother-in-law, brother/sister, brother/sister-in-law, grandchild or grandparents, son/daughter-in-law.

An employee shall receive a maximum of one (1) duty day leave of absence without loss of pay in the event of a death of a grandparent-in-law.

An employee shall receive a maximum of one (1) duty day leave of absence without loss of pay to attend a funeral/service in the event of a death of an Aunt or an Uncle given the funeral/service falls on the employees scheduled shift.

One of the five (5), three (3) or one (1) duty day(s) leave as outlined above may be taken later when interment, memorial service or celebration of life is delayed.

- 5.2.4.2 An employee shall be entitled to a leave of absence to be a pallbearer at a funeral.
- 5.2.4.3 Should a bereavement occur within a vacation period, time in lieu of the bereavement leave will be granted at a time mutually agreed upon by the employee and the Chief of the Fire Department.
- 5.2.4.4 Notwithstanding sentence 5.2.4.1, the Chief of the Fire Department may grant additional bereavement leave should it be warranted by extenuating circumstances.

Subsection 5.2.5 Subpoena Notice/Jury Duty

- 5.2.5.1 Every employee who is required to attend court, inquests, or hearings on Fire Department business while off duty, shall receive compensation in an amount equal to one and one-half (1-1/2) times the time spent on the said appearance. The compensation shall be payment at their regular hourly rate or equal time off in lieu of payment at a time agreed upon by the employee and the Chief of the Fire Department.
- 5.2.5.2 All compensation excluding mileage and expenses received from the court by an employee appearing on Department business shall be deposited with the Fire Department.
- 5.2.5.3 An employee who is required to serve as a juror or attend quasi-judicial tribunals where subpoenas may be issued will be granted a paid leave of absence. The employee shall be paid one (1) day's pay for the loss of each day of service provided that they report for work when not actually required for jury duty. Upon returning to work the employee will provide proof of such service.
- 5.2.5.4. No such payment shall be made to any employee under the provisions of this Article (5.2.5) when such leave is solely in the cause of the employee involved, or a family related or personal matter that is not connected with the business of the Fire Department.

Section 5.3 Changes in Employee Status

- 5.3.1.1 Each employee shall inform the Corporation in writing of any changes in employee status as it affects benefits provided by the Corporation.
- 5.3.1.2 Any employee who does not inform the Corporation in writing of any changes in employee status shall be responsible for the costs of services provided over and above the benefit coverage. Subsequently the employees' coverage will reflect the change in status.
- 5.3.1.3 An employee who operates a Fire Department vehicle shall be in possession of a valid driver's licence as required for the vehicle being operated. Every employee who operates a Fire Department vehicle shall notify the Chief of the Fire

Department of any change in the status of their driver's licence that would affect their eligibility to drive said vehicle.

Section 5.4 Promotions and Transfers

Subsection 5.4.1 Promotion

- 5.4.1.1 All recommendations for promotion will be made in accordance with Schedule I of this Agreement.
- 5.4.1.2 Promotional opportunities under the Collective Agreement shall first be provided to full time employees of the Fire Department.

Subsection 5.4.2 Transfer

- 5.4.2.1 All transfer opportunities under the Collective Agreement shall first be provided to full time employees of the Fire Department.
- 5.4.2.2 Where an employee is transferred to a position which is not covered by this agreement, the position from which the employee transferred will be held open for a period of ninety (90) days during which time the employee has the right to return to the original job. The employee will retain seniority and continue to accrue seniority during the 90 days period.
- 5.4.2.3 Employees temporarily transferred to a higher classification shall receive the rate of pay for that classification.
- 5.4.2.4 Employees temporarily transferred at the request of the Corporation to a lower classification shall continue to receive their normal rate of pay.

Subsection 5.4.3 Interdivisional Transfers

- 5.4.3.1 Interdivisional transfers of staff to the suppression division who were not originally hired into the suppression division requires that the employee desiring the transfer meet all the same requirements as a new hire. The employee will be placed at the 5th class firefighter rate of pay and thereafter follow the normal progression and promotional testing through the ranks.
- 5.4.3.2 Interdivisional transfers of staff from another division to the suppression division, who were originally hired by the Halton Hills Fire Department as a suppression firefighter and who desire to transfer back into the suppression division; shall be allowed to transfer back into the suppression division as per the following:
 - a) A minimum term of three (3) years has been completed in the non-suppression division from which the employee wishes to transfer.
 - b) Only when a posted opening in the suppression division exists.

- c) The firefighter or officer shall revert back to their rank and/or class recognized prior to the interdivisional transfer from the suppression division and the current rate of pay for that position, class and rank.
- d) If the firefighter or officer transfers back to their position which was below a 1st class firefighter and/or officer rank, that firefighter would be required to complete the associated promotional testing through the probationary pay grid as set out under section 7.2.1.5.
- e) The firefighter or officer shall be required to complete a training course as determined by the Chief of the Fire Department prior to moving back to the suppression division.

Section 5.5 Lay-off, Organizational Demotions and Recall

Subsection 5.5.1 Lay-off

- 5.5.1.1 Should a lay-off occur, seniority in years of service with the Department shall govern. The last employee hired at that classification shall be the first employee laid off.
- 5.5.1.2 In the event of a lay-off designed to permanently reduce the staffing levels, the Corporation shall provide advance notice in writing to each employee affected and to the Association in accordance with the Employment Standards Act.
- 5.5.1.3 The employee shall have the right to continue all benefit coverage by paying the full premium cost to the Corporation as long as they retain seniority with the Corporation.
- 5.5.1.4 In the event of a lay-off designed to permanently reduce the staffing levels, the Corporation shall provide severance pay to each employee so affected in accordance with the Employment Standards Act.

Subsection 5.5.2 Organizational Demotions

- 5.5.2.1 Should an organizational demotion of an employee(s) occur, seniority in years of service by position classification with the Department shall govern. The last employee promoted to the rank shall be the first employee demoted.

Subsection 5.5.3 Recall

- 5.5.3.1 Should a recall occur at any time following a lay-off, those laid off shall be recalled in the reverse order of the lay-off. Those laid off last shall be recalled first.
- 5.5.3.2 Should promotions occur at any time following an organizational demotion, those demoted shall be promoted in the reverse order of demotions. The last person demoted shall be the first person promoted.

Section 5.6 Job Postings

- 5.6.1.1 In the event new positions are created or vacancies occur in existing positions the Corporation will post notices of such positions on the fire station bulletin boards for periods not less than;
- a) fourteen (14) days when followed by an external posting, or
 - b) twenty-one (21) days in the case of an internal posting only.
- 5.6.1.2 All postings for new positions shall be considered potential promotions or transfers for existing staff and shall be administered accordingly.
- 5.6.1.3 In the event of a position vacancy, administration will notify the Association executive of their intentions within thirty (30) days.

Section 5.7 Seniority

Subsection 5.7.1 Seniority List

- 5.7.1.1 The Corporation shall establish a seniority list for all employees covered by this Agreement based on the employee's last date of hiring.
- 5.7.1.2 Probationary employees are not included and do not accrue seniority. After successfully completing the specified probationary period, the employee will be credited with the applicable service.
- 5.7.1.3 The up-to-date seniority list shall be provided to the Secretary of the Association once annually upon written request.
- 5.7.1.4 The seniority list shall include:
- a) the employee's name,
 - b) the employee's classification, and
 - c) the employee's date of hiring.
 - d) the employee's officer rank and date of promotion

Section 5.8 Employee Performance

- 5.8.1.1 Formal expressions of dissatisfaction with an employee shall only become part of their personnel record when filed in writing following the specified procedure.
- 5.8.1.2 Any formal expression of dissatisfaction with the performance of an employee shall be directed to the employee concerned within twenty-two (22) days of the discovery of the occurrence.
- 5.8.1.3 Any expression of dissatisfaction filed shall specify the required performance and what is to be corrected to ensure proper job performance.

- 5.8.1.4 Expressions of dissatisfaction and disciplinary notice shall be in writing and shall not be part of the employee's personnel record for more than twenty-four (24) months.

Section 5.9 Termination of Employment

- 5.9.1.1 Notwithstanding relevant clauses of this agreement an employee's term of employment with the Corporation may be terminated for the following reasons;
- a) failure to, within seven calendar days after proper notification by registered letter at the last address provided to the Corporation by the employee, notify the Corporation of their intent to return to work on the day specified by the Corporation, or
 - b) a lay-off in excess of fifteen (15) months.

Section 5.10 Discipline or Discharge

- 5.10.1.1 The Corporation recognizes that when an employee is required to meet with Senior Officers/Administration of the Fire Department or the Corporation or any agent/representative of the Corporation in circumstances where formal discipline or discharge with respect to an individual Employee is being discussed with an employee, the employee shall be entitled to have the Association President or Association appointed designate present at a mutually agreed time.

Article 6

Hours of Work, Overtime Hours and Callback to Duty

Section 6.1 General Conditions

- 6.1.1.1 Employees on permanent days shall have not less than two (2) full consecutive days off per week.
- 6.1.1.2 Notwithstanding the specified schedules of duty described hereinafter, two (2) employees in the same classification or job function may be granted the privilege of exchanging shifts or days off. The replacement employee who has agreed to the change shall assume all the obligations for that particular tour of duty for the employee who has been replaced.
- 6.1.1.3 Should the Chief of the Fire Department require a meeting of employees, all employees shall be agreeable to report fifteen (15) minutes prior to a change of shift and/or remain fifteen (15) minutes after a change of shift without benefit of compensation. All employees shall receive not less than twenty-four (24) hours advance notice of such a meeting and such meetings shall not occur more frequently than once per calendar month.

- 6.1.1.4 To be eligible for overtime payments an employee must have been directed to work overtime and must work at least fifteen (15) minutes in excess of their standard hours.

Section 6.2 Hours and Days of Duty

- 6.2.1.1 Hours of work and tours of duty for staff members under the Collective Agreement shall be as described in Schedule G of this Agreement.
- 6.2.1.2 It is understood that the Corporation has the right to modify tour of duty schedules and hours of work in accordance with the provisions of the Fire Protection and Prevention Act, 1997 as amended and the terms provided by Schedule G forming part of this Agreement at such times as is necessary for the efficient operation of the Department. The affected employees will be provided not less than thirty (30) days advance notice of a change, when such changes are considered long term.
- 6.2.1.3 The Corporation has the right to modify the tour of duty schedule and hours of work on a short-term basis not to exceed fourteen (14) days as a result of a staffing or operational issue. The affected employee will be provided not less than fourteen (14) days advance notice of the change.

Section 6.3 Overtime Hours

Subsection 6.3.1 General Conditions

- 6.3.1.1 When an employee is required to work in excess of their regular tour of duty, the employee shall be compensated at one and one half (1 ½) times the regular rate of pay for each hour or portion of an hour calculated to the nearest one (1/4) quarter worked.
- 6.3.1.2 Time off in lieu of overtime pay shall be at the choice of the employee with the specific time to be taken mutually agreed upon by the employee and the Chief of the Fire Department.
- 6.3.1.3 Time banked in lieu of overtime pay shall not exceed ninety-six (96) hours unless approved in writing by the Chief of the Fire Department. Employees shall be given notice when banked time in lieu exceeds ninety-six (96) hours and shall have twenty-one (21) days to advise administrative staff of their intention to reduce their bank. Employees may carry-over 48 hours of the 96 hours of lieu time banked, provided that the 48 hours is booked before the end of year lieu bank pay-out and provided that the 48 hours carried over is used in the first three (3) months of the following year. Time off must be scheduled in a manner that does not incur overtime. Time off requests are to be submitted after vacation picks but before the payout deadline.

Failure to state intention within the twenty-one (21) day period to reduce any hours in excess of ninety-six (96) hours will be paid out.

- 6.3.1.4 Payment for overtime hours worked during a pay period will normally be processed for payment at the end of the following pay period unless mutually agreed by the Chief of the Fire Department and the employee.
- 6.3.1.5 To be eligible for overtime payment for non-emergency overtime duty an employee must have been directed to work overtime by the Chief of the Fire Department.
- 6.3.1.6 The Chief of the Fire Department shall provide the Association a schedule identifying who may authorize and/or require an employee(s) to work overtime.
- 6.3.1.7 Staff who are required to perform their duties outside of their normal hours of duty, such time not being an extension of the normal hours of duty, shall receive a minimum of three (3) hours at the specified overtime rate.
- 6.3.1.8 Notwithstanding 6.3.1.1 staff participating in scheduled activities outside their normal tour of duty shall use modified hours of duty where practically possible to facilitate participation in the activity. Use of modified hours of duty and scheduling of activities outside normal duty hours shall be pre-approved by the Chief of the Fire Department or a Deputy Chief.

Section 6.4 Callback to Duty

Subsection 6.4.1 Fire Protection and Prevention Act, 1997

- 6.4.1.1 Callback to duty is taken to be the time other than that described by Schedule G forming part of this Agreement and the Fire Protection and Prevention Act, 1997 as amended.

Subsection 6.4.2 Compensation

- 6.4.2.1 Any member called back to duty shall be compensated at one and one half (1-1/2) times the regular rate of pay from the time they report to duty.
- 6.4.2.2 All members called back to duty shall receive a minimum of three (3) hours paid at the rate specified by sentence 6.4.2.1.

Article 7 Wage and Salary Administration

Section 7.1 Payday

- 7.1.1.1 All employees shall be paid bi-weekly on the respective Thursday by direct deposit.

7.1.1.2 Where payday falls on a designated holiday, the first working day immediately preceding the designated holiday shall be payday.

7.1.1.3 Each salaried employee shall be paid on each payday an amount deemed to be their salary earned up to and including the previous Friday.

Section 7.2 General Provisions

7.2.1.1 The wage/salary for all Fire Department employees shall be a percentage of the rate of pay for a first class firefighter, that being 100%.

7.2.1.2 The wage/salary for the first class firefighter shall be negotiated for the term of each agreement between the Corporation and the Association.

7.2.1.3 The wage/salary for all other employees shall then be adjusted in accordance with the percentage of first class specified in the tables below.

January 1, 2024					
Title	Classifications				
	Probationary	4 th Class	3 rd Class	2 nd Class	1 st Class
Fire Fighter (hires pre-July 1, 2022)	70%	75%	80%	90%	100%
Fire Fighter (hires post July 1, 2022)	60%	70%	80%	90%	100%
Fire Prevention Inspector	60%	70%	80%	90%	108%
Fire Prevention Officer					119%
Training Instructor					108%
Training Officer					119%
Captain					119%

July 1, 2024					
Title	Classifications				
	Probationary	4 th Class	3 rd Class	2 nd Class	1 st Class
Fire Fighter (hires pre-July 1, 2022)	70%	75%	80%	90%	100%
Fire Fighter (hires post July 1, 2022)	60%	70%	80%	90%	100%
Fire Prevention Inspector	60%	70%	80%	90%	108%
Fire Prevention Officer					120%
Training Instructor					108%
Training Officer					120%
Captain					120%

The above wage/salary applies to those hired before July 1, 2022.

- 7.2.1.4 The wage/salary for Fire Fighter 1st Class shall be as specified in Schedule H of this Agreement.
- 7.2.1.5 The following procedure shall apply to all employees promoted from 5th Class through to 1st Class within the pay grid as detailed in clause 7.2.1.3.
- All promotions through the pay grid shall depend upon each employee passing a required examination process.
 - An examination process shall be conducted at least thirty (30) calendar days prior to the anniversary date of employment in the Department or the employee's last reclassification date.
 - The Chief of the Fire Department shall notify each employee in writing thirty (30) calendar days prior to the date of the promotional process.
 - Each employee who fails the examination process shall have the right to review the process with the Chief of the Fire Department.
 - Contents of the examination process, oral, written and practical examinations, shall relate to the employee's duties and departmental training as determined by the Chief of the Fire Department.

- f) The examination process shall be weighted as follows;
 - i. Written exam – 25 points – minimum to qualify 17.5
 - ii. Practical exam – 25 points – minimum to qualify 17.5
 - iii. Oral exam – 25 points – minimum to qualify 17.5
- g) Should an employee fail to attain a mark of 70% on each of the three examinations, the employee shall then have the right within thirty (30) calendar days, to retry the oral, written and / or practical as required. Should the employee fail on this second attempt, the employee may try the oral, written and/or practical examinations a third time as required after a further six months. During this interim, no salary adjustment shall apply.
- h) Promotional process shall be conducted in accordance with the following schedule:
 - i) within thirty (30) days prior to completion of twelve (12) months of probationary service;
 - ii) within thirty (30) days prior to completion of one (1) full year as a Fourth Class employee;
 - iii) within thirty (30) days prior to completion of one (1) full year as a Third Class employee;
 - iv) within thirty (30) days prior to completion of one (1) full year as a Second Class employee.
- i) If the employee is successful in the first or second attempt at the examination, the adjustment in pay shall commence on the first day of the pay period immediately following the employee's anniversary date or the employee's last reclassification date.
- j) At the sole discretion of the Corporation, the Corporation shall have the right to start a new employee, with previous fire service experience, at a rank above 5th Class.

7.2.1.6 Staff members, who are transferred from one Division to another by the Chief of the Fire Department shall not suffer a reduction in pay with reclassification.

7.2.1.7 Whenever a Fire Fighter is required to accept the responsibilities and carry out the duties of Acting Captain, a position above that which they normally hold, such Fire Fighter shall be paid at the rate of Captain (level 5) while so acting. Acting time will be a minimum of one (1) hour. Time worked in excess of the first hour will be paid in fifteen increments.

To be eligible for Acting Captain compensation, the Fire Fighter must be qualified by the promotional process and must have been directed to perform such duties by their immediate supervisor or higher-ranking officer.

Section 7.3 Recognition Pay

7.3.1.1 Recognition Pay will be added to the base pay of all staff members:
December 31, 2009- if an employee has completed eight (8) years of service they will receive three (3) % of the Fire Fighters 1st Class salary as per Schedule I, if completed seventeen (17) years six (6) % and if completed twenty-three years, nine (9) %.

To be eligible and to remain eligible an employee at the time of the signing of this agreement shall meet the following criteria:

- 1) has attained a level of 100% of 1st Class Fire Fighter rate, and;
- 2) has completed the years of service as indicated above with the Town of Halton Hills Fire Department as a full-time fire fighter, and;
- 3) if an employee is not in receipt of their regular wages, they are not eligible to receive the bonus except in cases of W.S.I.B., S.T.D. and;
- 4) the employee has undergone a physical within the calendar year conducted by a qualified medical practitioner and affirmed such to the Chief of the Fire Department. Any cost associated with the physical will be the responsibility of the employee. This clause will be effective January 1, 2008.

The recognition pay will form part of the regular annual salary and therefore qualify for such deductions as OMERS as defined by OMERS regulations, as well calculations for entitlements offered under the present contract based on salary.

Recognition pay payments will commence the first day of January of the following year in which the employee completes the required years of service to qualify. The payment will begin the first pay of each year.

Article 8 Employee Benefits

Section 8.1 Health and Welfare Benefits

Subsection 8.1.1 Workplace Safety and Insurance Board

- 8.1.1.1 The Corporation shall pay one hundred percent (100%) of the premium cost for Workplace Safety and Insurance Board coverage for all employees.
- 8.1.1.2 Any employees injured while on duty shall receive their regular payroll cheque from the Corporation and any Workplace Safety and Insurance Board benefits with respect to salaries shall be paid directly to the Corporation.
- 8.1.1.3 The Chief of the Fire Department shall provide a written directive/letter to each employee attending any course, seminar or educational facility as part of their

duties, stipulating the employee is on duty while travelling and eligible for Workplace Safety and Insurance Board benefits if injured as a result of an accident.

Subsection 8.1.2 Major Medical Plan

- 8.1.2.1 The Corporation shall contribute one hundred percent (100%) of the premium cost of the major medical plan.
- 8.1.2.2 The major medical plan shall include the benefits specified in Schedule A of this agreement.
- 8.1.2.3 The Corporation shall have the right to change the carrier of the major medical benefit plan at any time provided the benefits are not diminished in any manner.

Subsection 8.1.3 Semi-Private Hospital Plan

- 8.1.3.1 The Corporation shall contribute one hundred percent (100%) of the premium cost of the semi-private hospital plan.
- 8.1.3.2 The semi-private hospital plan shall include the benefits specified in Schedule B of this agreement.
- 8.1.3.3 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished in any manner.

Subsection 8.1.4 Dental Plan

- 8.1.4.1 The Corporation shall contribute one hundred percent (100%) of the premium cost of the dental plan.
- 8.1.4.2 The dental plan shall include the benefits specified in Schedule C of this agreement.
- 8.1.4.3 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished in any manner.

Subsection 8.1.5 Incidental Illness

- 8.1.5.1 Every employee, after three months of continuous service shall be entitled to nine (9) duty days of sick leave credit for each calendar year to be applied against periods of disability of three (3) consecutive working days or less.
- 8.1.5.2 The allowance of up to nine (9) duty days on an annual basis is to cover "Incidental Illness" and is not cumulative.
- 8.1.5.3 No employee shall be gainfully employed in the performance of another job while absent from duty on incidental illness benefits time.

- 8.1.5.4 With the approval of the Chief of the Fire Department, employees under this Agreement shall be allowed a maximum of fourteen (14) hours per year for doctor or dentist appointments without loss of pay. Said time shall be deducted from sick leave time. The Chief of the Fire Department has the discretion to extend the hourly limit, based on medical documentation for a chronic condition.
- 8.1.5.5 In case of illness of an immediate family member of the family of an employee, where there is no one at home, other than the employee to care for the needs of the ill person, the employee shall be entitled, after notifying their superior, to use a maximum of five (5) sick duty days per year for this purpose. The need for the employee to stay home with the ill person shall be supported by a letter from a doctor, when such need exceeds three (3) duty days.
- 8.1.5.6 Any employee who is absent from duty due to illness for more than three (3) duty days in succession must file a medical certificate with the Chief of the Fire Department when requested to do so by the Chief of the Fire Department. After notice, the Town may require an employee whose attendance indicates a pattern of absenteeism to provide a medical form for any subsequent absence during the twelve (12) months following written notice.

Subsection 8.1.6 Short Term Disability

- 8.1.6.1 Short term disability benefits will commence on the fourth consecutive working day of disability or illness.
- 8.1.6.2 Every employee after three (3) months of continuous service shall be entitled to receive the short-term disability benefits in accordance with the following schedule:

Years of Service During Calendar Year	Full Salary	70% Salary
Less than 3 months	Nil	Nil
Less than 1 year	Nil	15 Weeks
1 Year	2 Weeks	13 Weeks
2 Years	3 Weeks	12 Weeks
3 Years	4 Weeks	11 Weeks
4 Years	5 Weeks	10 Weeks
5 Years	6 Weeks	9 Weeks
6 Years	7 Weeks	8 Weeks
7 Years	8 Weeks	7 Weeks
8 Years	9 Weeks	6 Weeks
9 Years	10 Weeks	5 Weeks
10 Years	11 Weeks	4 Weeks
11 Years	12 Weeks	3 Weeks
12 Years	13 Weeks	2 Weeks
13 Years	14 Weeks	1 Weeks
14 Years or more	15 Weeks	Nil

- 8.1.6.3 Periods of disability due to the same or related cause separated by twenty (20) consecutive working days or less shall be considered a single period of disability.
- 8.1.6.4 An employee may draw full salary benefits to total the number of eligible weeks as determined by length of service, only once in the calendar year.
- 8.1.6.5 No employee shall be gainfully employed in the performance of another job while absent from duty on short-term disability.

Subsection 8.1.7 Long Term Disability

- 8.1.7.1 The Corporation shall contribute one hundred percent (100%) of the premium cost of the long-term disability plan.
- 8.1.7.2 The long-term disability plan shall include the benefits specified in Schedule D of this agreement.
- 8.1.7.3 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished in any manner.

Subsection 8.1.8 Non-Deductible Drug Plan

- 8.1.8.1 The Corporation shall pay one hundred percent (100%) of the premium cost of the non-deductible drug plan.
- 8.1.8.2 Provisions of the plan shall include those benefits described in Schedule E of this agreement.
- 8.1.8.3 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished overall.

Subsection 8.1.9 Group Life Insurance

- 8.1.9.1 The Town shall pay one hundred percent (100%) of the premium costs of the Group Life Insurance coverage.
- 8.1.9.2 The Group Life Insurance coverage shall be equal to two (2) times the employee's gross annual earnings rounded to the nearest thousand dollars.
- 8.1.9.3 The Town shall pay one hundred percent (100%) of the premium cost for the coverage available through the additional Life Insurance Policy provided by the Town's carrier.
- 8.1.9.4 The coverage specified by sentence 8.1.9.3 shall be provided for all employees who are or may be required to actively participate in fire suppression operations.

- 8.1.9.5 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished in any manner.

Subsection 8.1.10 Accidental Death and Dismemberment (AD&D)/Line of Duty Death (LODD) Insurance

- 8.1.10.1 The Town shall pay one hundred percent (100%) of all premium costs for accidental death and dismemberment insurance and of Line of Duty Death insurance benefit, in the event of a line of duty death due to occupational accident or disease as determined by the Workplace Safety Insurance Board. There should be no duplication of entitlement under the existing AD&D Coverage.
- 8.1.10.2 The principal sum of coverage for both AD&D and LODD shall be equal to the life insurance coverage specified in sentence 8.1.9.2.
- 8.1.10.3 The Corporation shall have the right to change the carrier of the plan at any time provided the benefits are not diminished overall.

Subsection 8.1.11 Immunization

- 8.1.11.1 The Corporation shall pay one hundred percent (100%) of the cost of any immunization when such costs are not covered by OHIP and where evidence is provided by a mutually recognized medical authority that the immunization against any communicable disease is recommended for emergency medical/rescue personnel.

Section 8.2 Retirement Benefits

Subsection 8.2.1 Retirement Age

- 8.2.1.3 The normal retirement age for all other staff members under this Agreement shall be sixty (60) years of age.
- 8.2.1.4 Effective July 1, 2001, employees with ten or more years of service with the employer who retire on or after age 50 in accordance with OMERS regulations, with an unreduced pension, will be able to participate in the health benefits with the exclusion of Group Life Insurance and A. D. and D. provided under Article 8.
- 8.2.1.5 The Corporation shall pay 100% of the retirement benefits premium until the age of 65.
- 8.2.1.6 Health Care Spending Account (HCSA):
- Effective December 31, 2022, a Health Care Spending Account (HCSA), will be established for current employees to be used between the ages of 65 – 75 years and their spouses. This benefit will be available up to two thousand dollars (\$2000) per

year, as a combined maximum for the employee and their spouse. Eligibility for the HCSA will be based on the criteria below. Effective December 31, 2025 the Health Care Spending Account (HCSA) will be increased up to three thousand dollars (\$3000) per year.

Employees must meet the following criteria to be eligible for the HCSA:

- Employee must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS;
- Employee must be in receipt of an unreduced pension from OMERS; and
- Employee must be in receipt of HHPFA retiree benefits.

Additional HCSA terms and conditions:

- 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 expenses exceed the coverage available from OHIP or another applicable public insurance plan;
- Reimbursement for medical or dental expenses that meet Canada Revenue Agency eligibility;
- HCSA has no redeemable cash value;
- No survivor benefit for the employee's spouse; and
- If member does not exhaust the maximum entitlement for the year, any unused HCSA balance expires and cannot be carried over to the following year.

OMERS (Ontario Municipal Employees Retirement System)

- 8.2.2.1 Each employee shall be enrolled in the OMERS upon the beginning of their employment.
- 8.2.2.2 The Corporation shall contribute to OMERS an amount equal the required employee deduction relevant to the employee's normal retirement age.
- 8.2.2.3 The Corporation shall deduct the required amount from the employee's weekly pay and direct it to OMERS.

Section 8.3 Uniform Clothing

Subsection 8.3.1 Uniform Clothing Provided

- 8.3.1.1 The Corporation shall provide each employee with uniform clothing specified in Schedule F of this agreement as expediently as possible at the beginning of their employment.
- 8.3.1.2 The Corporation shall provide replacement uniform clothing to the employee as specified in Schedule F of this agreement.
- 8.3.1.3 Uniform clothing to be provided on an annual basis shall be ordered not later than March 1st of each calendar year. Where the provisions of the Collective Agreement dealing with uniform allotment are not agreed or awarded by August 1st preceding, said clothing shall be ordered within sixty (60) days of an agreement being reached or an arbitrator's decision being awarded.

Subsection 8.3.2 Cleaning Allowance

- 8.3.2.1 The Corporation shall provide an allowance of \$100.00 per year for cleaning of uniforms for full-time staff, with receipt provided.

Section 8.4 Incidental Expenses and Mileage

Subsection 8.4.1 Incidental Expenses

- 8.4.1.1 The Corporation shall reimburse employees the cost of accommodations at single room rates when an employee is required to attend seminars, conferences, or other duly related activities.
- 8.4.1.2 Eligibility of accommodation expense shall be mutually agreed upon by the Chief of the Fire Department and the employee prior to the employee attending said function.
- 8.4.1.3 Each employee shall receive an incidental expense allowance in the amount of \$10 per day to a maximum of \$25.00 per week when required to be away from home for two (2) or more consecutive days in one week.
- 8.4.1.4 Employees required to attend courses, seminars or similar activities shall be reimbursed for meals when not included in conference fees at a normal and customary rate with approval by the Chief of the Fire Department upon the presentation of receipts.
- 8.4.1.5 Eligibility for meal expenses shall be mutually agreed upon by the Chief of the Fire Department and the employee prior to the employee attending said function.

Subsection 8.4.2 Mileage

- 8.4.2.1 Employees who use their personal vehicle for Fire Department business shall be paid mileage in accordance with Corporation policy, less the amount of any travel allowance from any other source.
- 8.4.2.2 The Corporation shall provide a copy of the mileage policy to the Association at any time it is amended and once per year upon request of the Association.

Section 8.5 Conventions and Conference Expenses

- 8.5.1.1 Employees authorized to attend a conference or convention shall be paid the following allowable expenses:
- a) transportation expenses equal to but not exceeding economy air travel plus a total of \$30.00 travelling allowance to and from the airport, or
 - b) mileage at the approved rate plus parking costs where the employee elects to use their vehicle for travel, providing the mileage and parking costs do not exceed the economy air fare and travel allowance provided for in a) above, and
 - c) hotel accommodation at single room rate.
- 8.5.1.2 The Corporation shall pay one hundred percent (100%) of the cost of registration for an employee attending a conference or convention.
- 8.5.1.3 Receipts for all hotel, accommodation, registration, air travel and parking, if applicable, must be directed to the Chief of the Fire Department within twenty (20) days of return from the convention or conference.

Section 8.6 Pecuniary Assistance

Subsection 8.6.1 Health Plan

- 8.6.1.1 In the event of the death of an employee, the Corporation shall continue to provide healthcare benefits to the surviving spouse for:
- a) a period of two (2) years, or
 - b) until the spouse remarries, or
 - c) engages in employment which provides coverage for the said benefits.
- 8.6.1.2 Where there is no spouse, the benefits described in Sentence 8.6.1.1 will be continued at the expense of the Corporation for dependent children of the employee until:
- a) they are twenty-one years of age, or
 - b) engaged in full time employment.

Subsection 8.6.2 Income Preservation

- 8.6.2.1 Should an employee suffer a mortal injury or illness resulting directly from their duties as recognized by the Workplace Safety and Insurance Board, their spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age shall receive supplementary income in addition to any income due under:
- a) the OMERS pension plan
 - b) Canada Pension Plan, or
 - c) Workplace Safety and Insurance Board
- to total the employee's salary at the time of death.
- 8.6.2.2 Supplementary income as described in sentence 8.6.2.1 shall be paid until:
- a) the date the employee would have reached their normal retirement age, or
 - b) until the surviving spouse remarries, or dies, whichever occurs first.
- 8.6.2.3 Where there is no spouse, supplementary income as described in sentence 8.6.2.1. shall be paid for dependent children until:
- a) the day they reach twenty-one (21) years of age, or
 - b) become employed in a full-time position.

Section 8.7 Medical Examinations and Test

- 8.7.1.1 The Corporation shall pay 100% of the cost of all medical examinations and tests required by the Corporation which are not covered by OHIP and/or any other benefit plan.
- 8.7.1.2 The Town will cover up to \$150 towards the cost of the DZ medical exam upon provision of a receipt as proof of payment.

Article 9 Vacation and Designated Holidays

Section 9.1 Vacation

Subsection 9.1.1 Vacation Entitlement

- 9.1.1.1 Staff vacation week entitlement shall be based on the equivalent of one duty week being forty-two (42) hours.
- 9.1.1.2 Employees with less than one (1) full year of continuous service shall receive one (1) day of vacation for each calendar month of service to a maximum of two (2) duty weeks.

- 9.1.1.3 After one (1) year of service and in the year of the anniversary start date vacation shall be granted on the following basis:

Years Service by Calendar Year End	Vacation Entitlement
More than one (1) year December 31st	Two (2) duty weeks
Three (3) years	Three (3) duty weeks
Eight (8) years	Four (4) duty weeks
Fifteen (15) years	Five (5) duty weeks
Twenty-two (22) years	Six (6) duty weeks

- 9.1.1.4 In the last year of service prior to retirement, an employee with fifteen (15) or more years service with the Corporation, shall be granted an additional duty week vacation entitlement. This may be taken in time off or payment.
- 9.1.1.5 Any employee who is entitled to a 6th duty week vacation in any year may opt for pay at their regular rate of pay in lieu of the time off for one (1) duty week.

Subsection 9.1.2 Vacation Time Selection

- 9.1.2.1 All vacation leave and vacation pay shall be based on a year that commences with the first day of January and ends with the last day of December. Earned vacation leave shall be taken in the year it is earned. Any vacation taken before being earned will be clawed back on the final paycheque.
- 9.1.2.2 A deferral of vacation leave, not exceeding two (2) weeks, to the following twelve (12) months may be granted to any employee by the Chief of the Fire Department.
- 9.1.2.3 Preferred selection of vacation dates will be based on seniority with the Department and subject to the exigencies of the Division.

Section 9.2 Designated Holidays

Subsection 9.2.1 Designated Days

- 9.2.1.1 The following days shall be recognized as designated holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Subsection 9.2.2 Fire Fighters

- 9.2.2.1 Staff scheduled to work on statutory holidays shall do so unless the day is booked off by mutual agreement with the Chief of the Fire Department.
- 9.2.2.2 When an employee is scheduled to work on a designated holiday, the employee will receive either a day off with pay in lieu of the holiday or be paid straight time in addition to the regular pay for the holiday.
- 9.2.2.3 When any designated holiday falls on an employee's scheduled day off, the employee will receive either a day off with pay in lieu of the holiday or be paid at straight time in addition to the regular pay for the holiday. When a designated holiday falls on an employee's scheduled vacation leave, the day of the holiday will be one day.
- 9.2.2.4 Compensating time off in lieu of pay for the holiday shall be mutually agreed upon between the employee and the Chief of the Fire Department.
- 9.2.2.5 Pay owed in place of holidays for designated holidays will be calculated and paid out on the last two pays of the year.

Section 9.3 Floating Holiday

- 9.3.1.1 In addition to the designated holidays, a one (1) day floating holiday shall be granted to each employee. The floating holiday shall not be paid-out and cannot be carried-over to the following year. Employees who fail to use their floating holiday by December 31 of the calendar year, will forfeit the floating holiday.
- 9.3.1.2 The floating holiday shall be taken at a time mutually agreed upon by the employee and the Chief of the Fire Department.

Article 10 Employee Education and Development

Section 10.1 Required Studies

Subsection 10.1.1 Requirement Conditions

- 10.1.1.1 The Chief of the Fire Department may require any employee to attend any course which is considered beneficial to the education and development of the employee.
- 10.1.1.2 The Chief of the Fire Department shall provide the Association with a list of courses that are considered to be potential required studies for any employee. The list shall be provided annually upon written request.

- 10.1.1.3 Notwithstanding the foregoing, the Chief of the Fire Department may add newly offered courses at any time and delete courses considered obsolete at any time. The Chief of the Fire Department shall notify the Association within ten (10) days of said changes.
- 10.1.1.4 An employee required to attend a course shall be given not less than thirty (30) days advanced notice of said course.
- 10.1.1.5 Notwithstanding the foregoing, the Chief of the Fire Department, in extenuating circumstances, may request that an employee attend a course with less notice.

Subsection 10.1.2 Compensation

- 10.1.2.1 Where, in the opinion of the Chief of the Fire Department, an employee requires training, the Corporation shall pay the costs necessary to obtain such training.

Section 10.2 Voluntary Studies

Subsection 10.2.1 Course Selection

- 10.2.1.1 Employees who wish to further their education relative to their particular position with the Department may request reimbursement of the cost of the tuition fees and textbook fees for any course. Reimbursement limits: \$200 per year for textbooks and \$1250 per employee per year for tuition fees.
- 10.2.1.2 Request for reimbursement shall be made to the Chief of the Fire Department not less than thirty (30) days prior to enrollment.
- 10.2.1.3 The Chief of the Fire Department shall respond to requests for reimbursement not more than fifteen (15) days after receipt of the request.
- 10.2.1.4 Employees who wish to further their education relative to their particular position with the Fire Department may apply to have any course added to the required course list. Application for said designation shall be made to the Chief of the Fire Department not less than sixty (60) days prior to enrollment.
- 10.2.1.5 Where an employee is successful in having a course designated as a required study course, the employee attending the course shall be dealt with in accordance with Section 10.1 Required Studies.
- 10.2.1.6 To further the Corporations desire to encourage the personal development and educational advancement of staff, the Chief of the Fire Department may pay the tuition fee for any course considered to achieve this end whether related to the employee's present role or not.

Subsection 10.2.2 Course Compensation

- 10.2.2.1 Employees attending approved courses will receive fifty percent (50%) of the cost of tuition fees on initial enrollment and the balance upon receipt of satisfactory proof of successful completion of the said course up to \$1250 per employee, per year.
- 10.2.2.2 Expenses for textbooks required for the course shall be paid by the Corporation upon receipt of satisfactory proof of successful completion of the said course up to \$200 per employee, per year.
- 10.2.2.3 Any employee shall reimburse the Corporation the whole amount paid on their behalf for tuition fees in the previous twelve (12) months should said employee leave the employment of the Corporation.

Article 11 Grievance Procedures

Section 11.1 General Conditions

Subsection 11.1.1 Grievance Committee

- 11.1.1.1 The Association shall appoint a Grievance Committee of up to four (4) from among the members and file a written notice of the appointments annually with:
- a) the Chief of the Fire Department
 - b) the Director of Human Resources, and
 - c) the Chief Administrative Officer.
- 11.1.1.2 The Association shall notify the Fire Chief and Director of Human Resources in writing of any changes made in the Associations Grievance Committee members throughout the year.

Subsection 11.1.2 Grievance Protocol

- 11.1.2.1 No employee or group of employees shall be permitted to communicate their grievance to the public press. The executive of the Association on behalf of the members shall have the right to respond to any comments and/or charges concerning grievances made to the public press by the Chief of the Fire Department, Deputy Chiefs, Assistant Deputy Chief, Senior Municipal Staff, or any member of Council.

Grievances shall be dealt with in the following manner provided such grievances are filed in writing. Replies to grievances shall be in writing at each step.

It is understood that Step 1 and/or Step 2 of the Grievance Procedure may be bypassed with agreement between the grievor or the Grievance Committee, and the Chief of the Fire Department.

Subsection 11.1.2 Grievance Procedure

- 11.1.3.1 When a grievable issue occurs, the aggrieved employee(s) may submit a signed grievance to the Grievance Committee in writing within five (5) calendar days of the occurrence. The Grievance Committee shall, if there be just cause for the grievance, file a copy of the grievance with the Chief of the Fire Department, copy to the Representative of Human Resources in writing within seven (7) calendar days of being in receipt of the grievance from the employee.

Step 1

Within seven (7) calendar days following receipt of said grievance, members of the Grievance Committee, Representative(s) of the Corporation (The Chief of the Fire Department, and/or a Representative of Human Resources) and the employee(s) shall meet to discuss the issue. The Chief of the Fire Department shall, within seven (7) days following the Step 1 meeting, notify the Grievance Committee in writing of their response.

Failing settlement, within seven (7) calendar days of receiving the response, the Association may provide written notice to The Chief of the Fire Department, copy to a Representative of Human Resources, that they will be referring the grievance to Step 2.

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of employees have a grievance, the Association may submit the grievance at Step 2 of the grievance procedure.

Where a dispute involving termination of employment occurs, the Association may submit the grievance at Step 3 of the Grievance Procedure.

Step 2

Within seven (7) calendar days following receipt of the Associations notice in writing that they have referred said grievance to Step 2, members of the Grievance Committee, Representative(s) of the Corporation (The Chief of the Fire Department, and a Representative of Human Resources) and the employee(s) shall meet to discuss the issue. The Chief of the Fire Department, within seven (7) calendar days following the meeting, notify the Grievance Committee in writing of their response.

Failing settlement, within seven (7) calendar days of receiving the response, the Association may provide written notice to The Chief of the Fire Department, copy

to a Representative of Human Resources, that they will be referring the grievance to Step 3.

Step 3

Within seven (7) calendar days following receipt of the Associations notice in writing that they have referred said grievance to Step 3, members of the Grievance Committee, Representative(s) of the Corporation (The Chief of the Fire Department, and Director of Human Resources, and the Chief Administrative Officer) and the employee(s) shall meet to discuss the issue. The Chief of the Fire Department shall, within seven (7) calendar days following the meeting, notify the Grievance Committee in writing of their response to the grievance.

Failing settlement, within seven (7) calendar days of receiving the response to the Step 3 Meeting the Association may refer the grievance to mediation, upon agreement by the Corporation, or arbitration in accordance with the collective agreement.

- 11.1.3.2 It is expressly understood that the time limits fixed in the grievance procedures may be extended by agreement in writing between the grievor or the Grievance Committee, and the appropriate town official.
- 11.1.3.3 At any step of the grievance procedure, including arbitration, the conferring parties may need the assistance of the employees concerned or witnesses, therefore, all reasonable arrangements shall be made for the conferring parties to have access to view disputed operations and/or to confer with necessary witnesses.
- 11.1.3.4 It is further understood that grievance procedure steps may be bypassed if mutually agreed upon between the grievor, grievance committee, and the appropriate town official.

Article 12 Arbitration

Section 12.1 Board of Arbitration

- 12.1.1.1 Arbitration of differences between the parties shall be conducted in accordance with the provisions of the Fire Protection and Prevention Act, 1997, as amended.
- 12.1.1.2 In a case involving the discharge or suspension of an employee, should the Arbitrator find and decide that such discharge or suspension was in fact wrongful, the Arbitrator shall also have the power to determine whether or not such employee shall be reinstated with full, partial or no back pay.

Article 13

Employee Health and Safety

Section 13.1 Joint Health and Safety Committee

- 13.1.1.1 The Fire Department shall establish a Joint Health and Safety Committee as described in the Occupational Health and Safety Act, R.S.O. 1990 as amended.
- 13.1.1.2 At least one member of the Joint Health and Safety Committee shall be a full-time employee of the Fire Department who is a member of the Association.
- 13.1.1.3 Under no circumstances shall the number of part-time staff members on the Joint Health and Safety Committee exceed the number of full-time staff members.

Section 13.2 Protective Clothing and Equipment

Subsection 13.2.1 Uniform Personal Protective Clothing and Equipment

- 13.2.1.1 The Corporation shall supply each employee with the uniform protective clothing required to ensure their safety in the performance of their normal duties.
- 13.2.1.2 All uniform protective clothing and equipment provided to each employee shall meet or exceed any standards, as established by a recognized standards authority, or regulations that are commonly accepted or required in Ontario.

Subsection 13.2.2 Firefighting Personal Protective Clothing and Equipment

- 13.2.2.1 The Corporation shall provide and maintain for each employee who is required to perform fire suppression duties, the personal protective clothing and equipment required to ensure their safety in the performance of their duties.
- 13.2.2.2 All fire suppression personal protective clothing and equipment provided to each employee shall meet or exceed any standards, as established by a recognized standards authority, or regulations that are commonly accepted or required in Ontario.

Subsection 13.2.3 Protective Equipment

- 13.2.3.1 All protective equipment that is not the personal equipment of the employee shall meet or exceed any standards as established by a recognized standards authority, or regulations that are commonly accepted or required in Ontario.
- 13.2.3.2 The Fire Department shall establish a policy that is mutually agreed upon with the Association, to ensure the regular inspection and maintenance of all protective equipment not being personal equipment of the employee.

Section 13.3 Safe Staffing Levels

- 13.3.1.1 The Corporation shall negotiate with the Association a mutually agreed upon policy to establish guidelines for the minimum staffing level for apparatus responding to alarms and emergency incidents.
- 13.3.1.2 The Corporation shall make every reasonable effort to ensure compliance with the minimum staffing guidelines to assure employee safety.

Article 14 General Provisions

Section 14.1 Furnishings

- 14.1.1.1 The Association may furnish the lounge areas of the associated fire halls with additional personal comfort furniture and fixtures subject to the approval of the Chief of the Fire Department. Costs of purchase and maintenance of such furniture and fixtures shall be borne by the Association. Any furnishings or fixtures must be removed at the request of the Chief of the Fire Department.

Section 14.2 Association Leave

- 14.2.1.1 Leave of absence without loss of pay shall be granted to three (3) members of the bargaining and/or grievance committees required for the administration and/or negotiation of the Collective Agreement, arbitration hearings or grievance proceedings.
- 14.2.1.2 The Association will be allowed a total of ten (10) duty days in any one calendar year for employees to attend Fire Association conventions, seminars, or executive meetings at the standard rate of pay and provided such attendance does not cause payment by the Employer to cover relief or overtime costs for firefighters attending such conventions, seminars, or executive meetings of the Association. The Chief of the Fire Department shall be advised of the intention to attend such meetings at least twenty-one (21) days prior to the event.
- 14.2.1.3 If the Chief of the Fire Department is of the opinion that the leave of all or any such employees will impair the proper efficiency of the Department, the Chief of the Fire Department will advise the Association, in writing, within ten (10) days following receipt of such application, specifying the shifts for which replacement employees are required to avoid such impairment, and the Association shall, within five (5) days after receipt of such advice, furnish written consents of replacement employees to work the required shifts. The Association will pay such replacement employees a flat rate as agreed between the Association and said employee for each such shift covered.

Section 14.3 Labour Management Committee

- 14.3.1.1 A Labour Management Committee shall be established consisting of four (4) members from the Corporation and four (4) members from the Association. The purpose of this committee is to discuss employment issues of mutual interest. The Corporation will provide a staff member for the purpose of taking minutes only.
- 14.3.1.3 Each party shall notify the other by January 15th of each year of their committee members and the name of their respective Co-Chair.

Article 15 Collective Agreement Duration

Section 15.1 Duration

- 15.1.1.1 This agreement shall remain in force and effect from the 1st day of January 2023 until the 31st day of December 2025 and from year to year thereafter unless amended or an Arbitrator decision is awarded.
- 15.1.1.2 Where either party wishes to amend the Agreement, the party shall give written notice to the other party that not less than thirty (30) days prior to the renewal date.
- 15.1.1.3 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 shall be automatically renewed.

Schedule A Major Medical Plan

The major medical plan provided for employees shall include the provisions of the existing group insurance plan policy number 103607 issued by Sun Life. Vision care will be adjusted to \$550.00 in a 24-month period upon formal signing of the 2020 Collective Agreement between the Town of Halton Hills and the Halton Hills Professional Firefighters Association, Local 3327.

Schedule B Semi-Private Hospital Plan

The semi-private hospital plan shall include the provisions of the plan in effect January 1, 1991.

Schedule C Dental Insurance Plan

The dental insurance plan shall be payable at current ODA rates. The plan will include coverage for Pit and Fissures Sealant treatment and basic preventative treatment at 100%. Caps, crowns,

and bridges up to 80% to a maximum of \$1,750 per calendar year. Orthodontics at a level of \$3,500 per lifetime for children under eighteen (18) years of age reimbursed at 50%.

As of January 1, 2025, Orthodontics at a level of \$3,750 per lifetime for children under eighteen (18) years of age reimbursed at 50%.

Schedule D

Long Term Disability

The long-term disability insurance plan shall include the benefits specified by policy number 103607, issued by Sun Life.

The employer will contribute 100% of the premium for a long-term disability plan covering sixty-six and two-thirds percent (66-2/3%) of the employees' monthly earnings to a maximum benefit of \$6,000. Effective upon award, the long-term disability benefit maximum will increase from \$6,500 to \$7,000 and increase commensurate with salaries thereafter. Effective December 31, 2025, the employer contribution will increase to seventy percent (70%).

Long term disability benefits will commence following a waiting period of 105 calendar days of short-term disability and are subject to conditions set by Sun Life.

The Corporation shall be responsible to ensure the employee is made aware of all steps necessary to receive long term disability benefits and shall assist the employee in completing any required forms or documents necessary to receive benefits.

Schedule E

Non-Deductible Drug Plan

The non-deductible drug plan shall include the benefits specified by policy number 103607 with SunLife. A drug card shall be issued to all employees as of January 1, 2012.

Schedule F
Uniform Clothing

Part 1
Suppression Staff

Item	Initial Issue Quantity	Replacement Frequency	Replacement Quantity
Dress Uniform (Tunic and one pair pants)	1	As Needed	1
Dress Uniform Shirt	1	As Needed	1
Uniform Hat	1	As Needed	1
Tie	1	As Needed	1
Dress Gloves	1	As Needed	1
Dress Uniform Shoes	1	As Needed	1
Fatigue Uniform Pants	3	Annually	1 pant = 2 points
Fatigue Jacket and removable liner	1	As Needed	1
Fatigue Uniform Shirts	6	Annually	1 shirt = 2 points
Tee Shirts	6	Annually	1 Tee shirt = 1 point
Fatigue Uniform Sweater and/or Sweatshirt	1	As Needed	1
Winter Gloves	1	As Needed	1
Safety Shoes	1	Annually	1
Chest Badge	1	As Needed	
Winter Toque	1	As Needed	

- 1) Employees may use up to 20 points to purchase Fatigue Uniform Pants, Fatigue Uniform Shirts and Tee Shirts annually. The 'Replacement Quantity' must include at least one of each of the items that are replaced annually, and any item being replaced cannot exceed twice the 'Initial Issue Quantity'.
- 2) The Town will reimburse employees up to \$275.00 annually based on receipts, towards the cost of purchasing CSA-Certified Grade 1 Footwear bearing the green triangle patch. Payment will be processed upon presentation of receipts, for verification of purchases, to the appropriate Supervisor. An additional pair of Safety Boots will be provided to employees whose boots are not safe due to damage while on duty to an amount not exceeding the original purchase price.

Part 2
Fire Prevention & Public Education and Training Divisions

Item	Initial Issue Quantity	Replacement Frequency	Replacement Quantity
Dress Uniform (Tunic and one pair pants)	1	As Needed	1
Dress Uniform Shirt	1	As Needed	1
Uniform Hat	1	As Needed	1
Tie	1	As Needed	1
Dress Gloves	1	As Needed	1
Dress Uniform Shoes	1	As Needed	1
Fatigue Uniform Pants	2	Annually	1 pant = 2 points
Fatigue Jacket and removable liner	1	As Needed	1
Fatigue Uniform Shirts	4	Annually	1 shirt = 2 points
Tee Shirts	4	Annually	1 Tee shirt = 1 point
Fatigue Uniform Sweater and/or Sweatshirt	1	As Needed	1
Winter Gloves	1	As Needed	1
Safety Shoes	1	Annually	1
Chest Badge	1	As Needed	
Winter Toque	1	As Needed	

- 1) Employees may use up to 18 points to purchase Fatigue Uniform Pants, Fatigue Uniform Shirts and Tee Shirts annually. The 'Replacement Quantity' must include at least one of each of the items that are replaced annually, and any item being replaced cannot exceed twice the 'Initial Issue Quantity'.
- 2) The Town will reimburse employees up to \$275.00 annually based on receipts, towards the cost of purchasing CSA-Certified Grade 1 Footwear bearing the green triangle patch. Payment will be processed upon presentation of receipts, for verification of purchases, to the appropriate Supervisor. An additional pair of Safety Boots will be provided to employees whose boots are not safe due to damage while on duty to an amount not exceeding the original purchase price.

Part 4
Auxiliary Equipment

Item	Quantity	All Staff
Metallic ID Bar	1	X
Wallet Badge	1	X
Uniform Belt	1	X

Schedule G

Tours of Duty/Hours of Work

Fire Suppression:

Suppression Platoons A B C D: (24-hour shifts are recognized as the official suppression shifts at Station 1 (Acton), Station 2 (Maple) & Station 3 (HQ).

- 1) Suppression Fire Fighters shall work in a four (4) platoon system. (A, B, C, D)
- 2) Fire Fighters shall be required to work forty-two (42) hours per week on average.
- 3) Fire Fighters shall be required to work a rotating shift that provides coverage 7 days per week, 365 days per year.
- 4) Fire Fighters shall be required to work 7 – 24-hour shifts within a 28-day cycle.
- 5) Fire Fighters normal tour of duties shall be 24-hours per day from 0700hrs until 0700hrs the following day.

Shift Pattern Layout:

	Mon	Tues	Weds	Thurs	Fri	Sat	Sun
Week 1	B	D	A	B	C	A	C
Week 2	D	A	C	D	B	C	B
Week 3	A	C	B	A	D	B	D
Week 4	C	B	D	C	A	D	A

Fire Prevention Division and Training Division:

1. The Fire Prevention Division and Training Division shall work a forty (40) hour work week
2. The work schedule for these positions will be flexible
3. Work schedule will be Monday to Friday
4. There is a requirement to work evenings and periodic weekends as part of the flexible work schedule that is mutually agreed upon
5. There is the requirement to work outside of general business hours as part of the flexible work schedule that is mutually agreed upon

Schedule H

Salary Base Rate

The salary base rate (1st Class Firefighter) shall be as specified in the following table.

YEAR	DATE	1ST CLASS SALARY	DATE	1ST CLASS SALARY
2023	January 1	\$108,174	July 1	\$109,796
2024	January 1	\$111,443	July 1	\$113,003
2025	January 1	\$114,585	July 1	\$116,419

Schedule I Promotional Policy

Fire Suppression Division - Promotional Process

The following are the requirements and procedures for determining the Fire Department promotional process.

Position Posting:

1. A promotional process will be held every four (4) years, beginning in the month of April starting in the year 2023.
2. In a year where the promotional process is to take place, May 31st shall be the date used to calculate the candidate's minimum qualification eligibility to participate.
3. Where qualifying examinations are required, notice shall be posted and, emailed to both the candidates work and provided home email address. After the closing of the posting, candidates will be given a minimum of sixty (60) days before the first examination date. Where it is mutually agreed by both parties, the sixty (60) day posting period may be adjusted as deemed necessary.
4. The posting shall include the date, time, and location where the written portion of the examination process will be administered.
5. Candidates who wish to participate in promotional examinations shall apply in writing to the Fire Chief or designate by the date in the posted notice, unless otherwise specified.
6. Once the candidate has submitted their intention to participate in the promotional process then they shall be given all the sources of information for all potential aspects of the examination process and content.

7. All candidates who are on shift and wish to participate in scheduled examinations shall be allowed that time off without loss of pay.

Promotional Committee:

1. A Promotional Committee will be established for each set of exams. The committee will consist of the following:
 - a) Fire Chief and/or designate at their discretion.
 - b) Deputy Chiefs and/or Assistant Deputy Chief.
 - c) A representative appointed by the Halton Hills Professional Fire Fighters Association (HHPFFA).
2. The HHPFFA may not appoint a representative who is a candidate in the examinations. The representative should be of equal rank or above the promotional rank where possible.
3. The HHPFFA representative must withhold any comment until each candidate has completed the examination section in which they are participating.
4. If an external evaluator is appointed by the Fire Chief the name, rank and qualifications of the evaluator shall be given to the Association Executive and all promotional participants two weeks prior to the commencement of testing.
5. If the Association Executive, promotional participant(s) and/or any member of the panel finds there is a conflict of interest relating to any of the evaluators, an alternate evaluator will be selected, subject to agreement by involved parties.
6. Promotional participants must identify and declare any conflict of interest with the evaluator prior to the commencement of testing, failure to do so may result in the candidate being disqualified from the process.

Review Committee:

1. The review committee will be comprised of:
 - a) The Fire Chief and/or participating designate
 - b) Participating HHPFFA Member
 - c) Upon completion of the promotional process, and/or prior to any promotion, each candidate will have a chance to review all marks as awarded with the review committee.

Definitions:

Qualified Acting Captains List – A ranked list of personnel who are eligible to be promoted to an Acting Captains position should a positional vacancy arise as the departments needs require. Personnel on the list will be entered into a mentorship program but will not qualify to act as an Acting Captain in day-to-day operations.

Acting Captains List – A list of personnel eligible to act in a day-to-day Captains capacity as operationally required.

Qualified Captains List – A ranked list of Acting Captains who are eligible to be promoted to a Captains position should a positional vacancy arise as the departments needs require.

Employee Assessment – Once you are placed on the Acting Captain list you will receive an employee assessment every two years. In the year of a ranking if you are participating in the qualified Captain's process this assessment's mark will be used in combination with your interview mark to comprise 25% of your total ranking mark.

Qualified Acting Captains Process

Qualifications to participate in the Qualified Acting Captain List promotion process.

1. Candidates that have worked for the HHFD as a Full Time Firefighter and have been in the suppression division for a minimum of 7 years are eligible to participate in the Acting Captain examination process.
2. In the event that there are not enough qualified candidates meeting the requirements for the position, the Association and Administration will meet to amend the minimum eligibility list by mutual agreement.
3. The exams will be completed by May 31st in the prescribed year and the results of the qualifying or re-qualifying exams shall become effective June 1st following the date the exams were conducted.

Examination process:

1. All materials required to participate in the written, practical, and presentation examinations shall be made available to the candidate at least sixty (60) days prior to date of such exam. Where it is mutually agreed by both parties, the sixty (60) day posting period may be adjusted as deemed necessary.
2. Each qualified candidate must obtain a mark of 70% or greater in each of the exam components which are: written exam, practical exam, and presentation to be placed on the Qualified Acting Captain List.
3. Each qualified candidate will have an opportunity to reattempt any or all components of the examination process if they fail to obtain a mark of 70% in their first attempt. The reattempt will take place not less than thirty (30) days after the candidate has been notified of their unsuccessful first attempt. Where it is mutually agreed by both parties, the thirty (30) day period may be adjusted as deemed necessary. If a candidate is successful in obtaining 70% or greater on their second attempt on any component of the examination process, they will be given a score of 70% for that component.

Examination components:

Part 1 - Written

- a) Applicable legislation including FPPA and Fire Code
- b) Health and safety including OHSA, WHMIS, Section 21
- c) HHFD manuals, policies, and procedures
- d) Town of Halton Hills Personnel Policy Manual
- e) IFSTA manuals (essentials/company officer)
- f) Municipal knowledge (mapping, by-laws, etc.)
- g) The written examination shall be comprised of a combination of no less than one hundred (100) multiple choice and/or true or false style questions.
- h) The committee will endeavor to limit the number of questions in the written exam that are re-utilized from the previous promotional written exam.
- i) Marks assigned to each question shall be placed in the margin opposite each question.

Part 2 — Practical

- a) Report writing
- b) Computer applications
- c) Incident Management System scenario (fireground and/or simulated)

Part 3 —Presentation

- a) Teaching plan and presentation skills
- b) Applicable legislation including FPPA and Fire Code
- c) Health and safety including OHSA, WHMIS, Section 21
- d) HHFD manuals, policies, and procedures
- e) Operations
- f) Management skill

Criteria for promotions to Qualified Acting Captains List:

All candidates who have successfully passed each component of the examination process will be ranked based on a combined overall mark of the components listed under the Ranking Process, Section 1 below. The successful candidates will then be placed in order on the Qualified Acting Captain List.

Ranking process:

1. Candidates will be ranked on the Qualified Acting List based on the outcome of each of the four (4) sections:
 - a) Written 25%
 - b) Practical 25%
 - c) Presentation 25%
 - d) Seniority 25%

2. Seniority points shall be granted as follows:

- a) 1 point for every complete year of full-time suppression service.
- b) 1/12 point per month for part years of full-time suppression service.
- c) Seniority points shall be readjusted May 31st every four (4) years based on the points system outlined in (a) and (b)

3. The Qualified Acting Captains List will become valid on June 1st of the examination year and will stand for four (4) years. After four (4) years, personnel on the list will have the option of remaining on the list by bringing forward their marks from the most recent qualifying exams or requalifying for the list by retaking the written, practical and presentation exam components. If personnel chose to be re-examined the best overall mark of the two examination processes will be used as their most recent qualifying exam mark.

Promotions to Acting Captain:

Personnel will be promoted to the Acting Captain based on their ranking on the Qualified Acting Captains list when vacancies become available.

Exemption: The current Acting Captains as of the writing of this policy may stay on the new Acting Captain List without having to complete any of the new examination process. They will not be eligible for the Qualified Captains List and will remain so until they successfully pass the current examination process.

Qualified Captains Process

Qualifications to participate in the Qualified Captain List promotion process.

1. Candidates that have worked for the HHFD as a Full Time Firefighter and have been in the suppression division for a minimum of 7 years and have been on the Acting Captains List for a minimum of two (2) years are eligible to participate in the Captains examination process.
2. In the event that there are not enough qualified candidates meeting the requirements for the position, the Association and Administration will meet to amend the minimum eligibility list by mutual agreement.
3. The exams will be completed by May 31st in the prescribed year and the results of the qualifying or re-qualifying exams shall become effective June 1st following the date the exams were conducted.

Examination process:

- 1) All materials required to participate in the written and practical, examinations shall be made available to the candidate at least sixty (60) days prior to date of such exam. Where it is mutually agreed by both parties, the sixty (60) day posting period may be adjusted as deemed necessary.
- 2) Each qualified candidate must obtain a mark of 70% or greater in each of the exam components which are: written exam, practical exam, and interview/employee assessment to be placed on the Qualified Captain List.

- 3) Each qualified candidate will have an opportunity to reattempt the written or practical components of the examination process if they fail to obtain a mark of 70% in their first attempt. The reattempt will take place not less than thirty (30) days after the candidate has been notified of their unsuccessful first attempt. Where it is mutually agreed by both parties, the thirty (30) day period may be adjusted as deemed necessary. If a candidate is successful in obtaining 70% or greater on their second attempt on any component of the examination process, they will be given a score of 70% for that component.
- 4) If a qualified candidate does not pass the interview or the employee assessment component, they will not be eligible for the qualified Captain's list. They will remain eligible for the Acting Captain's list.

Examination components:

Part 1 - Written

- a) Applicable legislation including FPPA and Fire Code
- b) Health and safety including OHSA, WHMIS, Section 21
- c) HHFD manuals, policies, and procedures
- d) Town of Halton Hills Personnel Policy Manual
- e) IFSTA manuals (essentials/company officer)
- f) Municipal knowledge (mapping, by-laws, etc.)
- g) The written examination shall be comprised of a combination of no less than one hundred (100) multiple choice and/or true or false style questions.
- h) The committee will endeavor to limit the number of questions in the written exam that are re-utilized from the previous promotional written exam.
- i) Marks assigned to each question shall be placed in the margin opposite each question.

Part 2 — Practical

- a) Report writing
- b) Computer applications
- c) Incident Management System scenario (fireground and/or simulated)

Part 3 —Interview/Employee Assessment

Interview

- a) Predetermined questions will be formulated by the promotional committee and shall be given to each applicant in the same manner and all study materials will be utilized in the process.

Employee Assessment

- a) The promotional committee shall administer a review for each candidate based on a predetermined set of competency categories.

A combination of the candidate's interview, and employee assessment marks shall contribute for 25% in their ranking process

Criteria for promotions to Qualified Captains List:

All candidates who have successfully passed each component of the examination process will be ranked based on a combined overall mark of the components listed under the Ranking Process, Section 1 below. The successful candidates will then be placed in order on the Qualified Captain List.

Ranking process:

1. Candidates will be ranked on the Qualified Captains List based on the outcome of each of the four (4) sections,

- | | |
|----------------------------------|-----|
| a) Written | 25% |
| b) Practical | 25% |
| c) Interview/Employee Assessment | 25% |
| d) Seniority | 25% |

2. Seniority points shall be granted as follows:

- a) 1/2 point for every complete year of full-time suppression service.
- b) 1/24 point per month for part years of full-time suppression service.
- c) 1 point for every complete year on the Operational Acting Captains List
- d) 1/12 point per month for part years on the Operational Acting Captains List.
- e) Seniority points shall be readjusted May 31st every four (4) years based on the points system outlined in (a) through (d).

3. The Qualified Captains List will become valid on May 31st of the examination year and will stand for four (4) years. After four (4) years, personnel on the list will have the option of remaining on the list by bringing forward their marks from the most recent qualifying exams or requalifying for the list by retaking the written, practical and presentation exam components. If personnel chose to be re-examined the best overall mark of the two examination processes will be used as their most recent qualifying exam mark

Promotions to Captain:

Personnel will be promoted to the rank Captain based on their ranking on the Qualified Captains list when vacancies become available.

Collective Agreement
Between
The Corporation of the Town of Halton Hills
and
The Halton Hills Professional Fire Fighters Association
Local 3327
O.P.F.F.A. I.A.F.F.

In witness whereof the Corporation of the First Part has affixed its corporate seal under the hands of its proper officers in that behalf, and the Association of the Second Part has hereunder set its hands and seals.

Signed at the Municipal Offices of the Corporation of the Town of Halton Hills,
this 6th day of May, 2024.

On behalf of the Corporation
of the Town of Halton Hills



Mayor Ann Lawlor



Town Clerk Valerie Petryniak

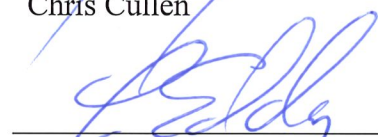


Chief of the Fire Department, Jon Rehill

On behalf of the Halton Hills
Professional Fire Fighters
Association, Local 3327



Chris Cullen



Trevor Elinesky



Kevin Usher



Mark Burger

LETTER OF UNDERSTANDING

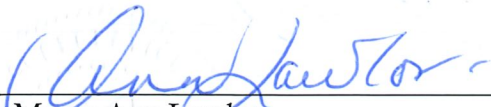
RE: HEALTH AND WELLNESS INITIATIVE

The parties agree with the benefits of jointly and cooperatively continuing the development and implementation of a comprehensive Health & Wellness program reflective of industry norms. This program shall be inclusive of mental health initiatives, mental health peer support, job specific fitness standards, and a job specific physical fitness evaluation which is appropriate to measure the members' ability to meet a jointly established fitness standard.

It is agreed that this continued program development shall commence as soon as possible after the ratification of the Collective Agreement and shall continue throughout the duration of the agreement.

Signed and agreed to this 6th day of May 2024.

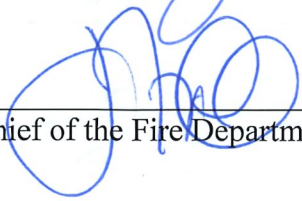
On behalf of the Corporation of
the Town of Halton Hills



Mayor Ann Lawlor



Town Clerk Valerie Petryniak

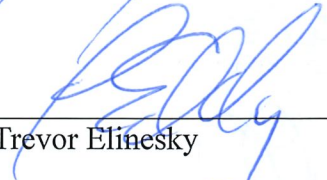


Chief of the Fire Department, Jon Rehill

On behalf of the Halton Hills
Professional Fire Fighters
Association, Local 3327



Chris Cullen



Trevor Elinesky



Kevin Usher



Mark Burger

LETTER OF UNDERSTANDING

RE: Position of Fire Training Officer

Both parties agree to the creation and implementation of one new position of Fire Training Officer.

Whereas, it is further agreed that this new position will be created for the purpose of leading the Training Division.

Whereas, it is acknowledged and agreed by both parties that the new position of Fire Training Officer has been created out of an immediate need to backfill the training division vacancy as the result of the recent departure of the Fire Training Instructor.

Whereas, it is agreed that the pay rate for this position will be at 117.5% of a First Class Firefighter as outlined in the Collective Agreement.

Whereas, it is further agreed by both parties that this new position will be in addition to the current Fire Training Instructors position as outlined in the Collective Agreement.

Whereas, the backfilling of the Fire Training Instructor position as outlined under Section 5.6.1.3 will be postponed and reviewed in January 2026.

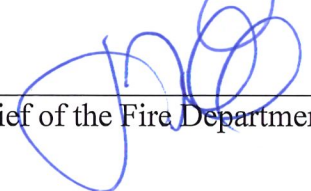
On behalf of the Corporation of
the Town of Halton Hills



Mayor Ann Lawlor



Town Clerk Valerie Petryniak



Chief of the Fire Department, Jon Rehill

On behalf of the Halton Hills
Professional Fire Fighters
Association, Local 3327



Chris Cullen



Trevor Elinesky



Kevin Usher



Mark Burger

**LETTER OF UNDERSTANDING
BETWEEN
The Corporation of the Town of Halton Hills
("The Corporation")
And
The Halton Hills Professional Fire Fighters Association – Local 3327
("The Association")**

Re: Positions of On-shift Fire Training Instructors and Mechanical Position

This Letter of Understanding has been created from a mutual agreement between Fire Administration of The Town of Halton Hills and the Halton Hills Professional Fire Fighters Association Negotiating Committee during the recent collective bargaining process that took place during the week of January 29, 2024.

Both parties mutually agreed to schedule further discussions on the potential creation of the following positions:

- On-shift Fire Training Instructor
- Mechanical Position

It is agreed by both parties that these discussions may include but not limited to definitions, language, pay rate, roles, responsibilities, and any other wording that each party may be deem applicable as it pertains to the positions outlined and as it may pertain to the collective agreement.

It is further agreed that meetings and discussion pertaining to these positions will be scheduled to commence within 30 days upon signing of this agreement.

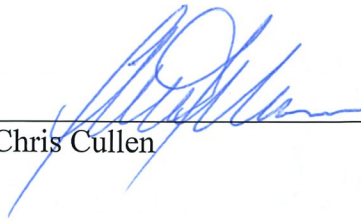
Signed and agreed to this 6th day of May 2024

On behalf of the Corporation of
the Town of Halton Hills

On behalf of the Halton Hills
Professional Fire Fighters
Association, Local 3327



Chief of the Fire Department, Jon Rehill



Chris Cullen

Letter of Understanding
Between
The Corporation of the Town of Halton Hills
("the Corporation")
And
The Halton Hills Professional Fire Fighters Association
Local 3327
("the Association")

Both parties agree to the creation of a 'Clothing Committee' for the duration of this Agreement.

The Clothing Committee will meet at a minimum quarterly to discuss and review any clothing issues and/or any additional clothing/auxiliary item(s) brought forward by either party.

The Clothing Committee will evaluate any new clothing/auxiliary item(s) for quality, costing, sourcing, and appropriate use as it relates to the fire department and/or firefighters' needs.

If an item of new clothing/auxiliary item(s) is mutually agreed to be accepted by both parties, the new clothing/auxiliary item(s) will be included in Schedule 'F' of this collective agreement. The new clothing/auxiliary item will be itemized under the following headings as currently found in Schedule 'F' as follows: *Item, Initial Issue Quantity, Replacement Frequency and Replacement Quantity.*

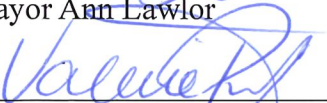
Furthermore, a Letter of Understanding will be generated to reflect the agreed to addition(s) of new clothing/auxiliary items for the duration of this agreement until such time as this agreement is renegotiated.

Signed and agreed to this 6th day of May 2024

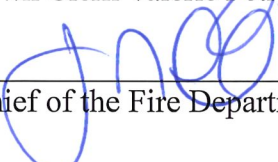
On behalf of the Corporation of
the Town of Halton Hills



Mayor Ann Lawlor

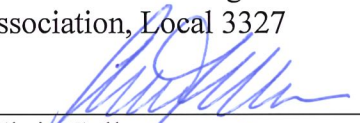


Town Clerk Valerie Petryniak

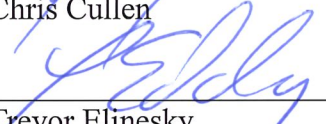


Chief of the Fire Department, Jon Rehill

On behalf of the Halton Hills
Professional Fire Fighters
Association, Local 3327



Chris Cullen



Trevor Elinesky



Kevin Usher



Mark Burger