



Collective Agreement

between

The Corporation of the Town of Whitby

and

The Whitby Professional Fire Fighters' Association

Local 2036, of the International Association of Fire

Fighters

(January 1, 2024 – December 31, 2028)

Table of Contents

Article 1 – Employees Covered and Definitions	1
Article 2 – Recognition	1
Article 3 – Management Rights	1
Article 4 – Hours of Work	1
Article 5 – Vacations	3
Article 6 – Statutory Holidays	7
Article 7 – Accident and Sickness	8
Article 8 – Salaries	10
Article 9 – Leave of Absence	11
Article 10 – Pension	13
Article 11 – Hospitalization and Medical Coverage	14
Article 12 – Uniform and Equipment	16
Article 13 – Grievance Procedure	17
Article 14 – Department Rules	20
Article 15 – Automatic Dues Deduction	20
Article 16 – Overtime Pay	20
Article 17 – Pay for Temporary Rank	21
Article 18 – Expense Reimbursement	21
Article 19 – Temporary Assignment to Non-Union Positions	21
Article 20 – New Classifications	22
Article 21 – Seniority	22
Article 22 – Promotions	22
Article 23 – Lay Offs	29
Article 24 – Technology Change	29

Table of Contents Continued

Article 25 – Indemnification	30
Article 26 – Permanent Lateral Transfers	30
Article 27 – Human Rights	31
Article 28 – Amalgamation	31
Article 29 – Technician Honorarium	31
Article 30 – No Contracting Out	31
Article 31 – Health Spending Trust	32
Article 32 – Retirement Language	32
Article 33 – Term of Agreement	32
Schedule “A”	33
Schedule "B"	36

Entered into and ratified by this 26th day of June, 2025

The Corporation of the Town of Whitby, (Hereinafter referred to as "The Employer")

The Whitby Professional Fire Fighters' Association, Local 2036, of the International Association of Fire Fighters, (Hereinafter referred to as "The Employee")

Whereas, the Parties hereto have agreed to enter into these presence to define the duties, privileges, working conditions and remunerations respecting the employment of the said Employee;

Now therefore this Agreement Witnesseth

The Corporation of the Town of Whitby

(Seal of the Corporation of the Town of Whitby)	The Corporation of the Town of Whitby
	per Elizabeth Roy – Signed Mayor
	per Chris Harris – Signed Director, Legislative Services/Town Clerk
Jacqueline Long – Signed Chairman, Negotiating Committee	The Whitby Professional Fire Fighter's Association, Local 2036, International Association of Fire Fighters
	per Jonathan Friel – Signed President
	per Dan Chalk – Signed Recording Secretary

Article 1 – Employees Covered and Definitions

- 1.01 The provisions of this Agreement will apply to all Full-time Employees of the Whitby Fire and Emergency Services, except the Fire Chief and the Deputy Chiefs.
- 1.02 Each new employee shall be deemed Probationer for twelve (12) consecutive months of their employment. Only the following provisions of the Agreement shall apply to a Probationer:
- Articles: 4, 5, 6.03, 7, 8, 9, 10, 11, 12.01, 13.01, 14, 15.01, 16, 18.01, 21, 22, 23, 27, 29.
- 1.03 Suppression – Refers to suppression staff working the 24 hour shift
- Day Staff – Refers to all employees working a straight day shift schedule
- 1.04 Business Days – Refers to Monday to Friday not including holidays
- Calendar Days – Refers to all days, including weekends and holidays

Article 2 – Recognition

- 2.01 The Employer recognizes the Employees' Committee, duly elected as the exclusive bargaining agent for all Full-time employees of the Whitby Fire and Emergency Services, with the exception of the Fire Chief and the Deputy Chiefs.
- 2.02 All employees of the Whitby Fire and Emergency Services who are now members of the Association shall remain members of the Association in good standing as a condition of employment, and all new employees of the Whitby Fire and Emergency Services shall become members of the Association upon completion of their Probationary Period, and shall continue their membership in good standing as a condition of continued employment.

Article 3 – Management Rights

- 3.01 The Association agrees that the Employer has the exclusive right to manage the offices and departments, direct the working force, and to hire, promote, transfer, lay-off, demote, suspend, or discharge employees for just cause. The Employer agrees that the functions of demote, suspend, or discharge, shall be exercised in a manner consistent with the general purpose and intent of the Agreement, and subject always to the right of the Employee to lodge a Grievance as set forth herein.

Article 4 – Hours of Work

- 4.01 Employees working in Suppression shall be required to work forty-two (42) hours a week on an average based on the four (4) Platoon System, the schedules consisting of twenty-four (24) hour shifts as per attached Schedule "B", not including employees covered in Article 4.02.

4.02 All day staff employees shall adhere to the following work schedules:

- Training Division - Tuesday to Friday - 07:30 to 17:30
- Fire Prevention Division - Monday to Thursday - 07:30 to 17:30 followed by Tuesday to Friday - 07:30 to 17:30 with members of the Division divided into two Platoons working alternating weeks.

The employer may adjust the work schedules of each of these employees to a five (5) day work week as part of the annual educational calendar for OFMEM educational courses for up to a maximum of four (4) weeks per calendar year. The Employer shall provide a minimum of fifteen (15) business days to the member and any change in schedule shall not interfere with the employees' vacation or lieu time.

4.03 Employees of the Whitby Fire and Emergency Services may exchange their working shifts and may exchange their off duty day or days with other employees, subject to the express approval of the Fire Chief.

4.04 Day shift employees required to work overtime, may elect to receive time off in lieu of pay at the rate of one and one-half (1 1/2) hours off, for all actual hours of overtime worked.

4.05 For suppression staff, the twenty-four (24) hour shift shall start at 7:45 a.m. and finish twenty-four (24) hours later at 7:45 a.m.

4.06 Fire Prevention staff may be assigned to be on Stand-by after completion of regular working hours for the purpose of responding for fire investigations. Employees who elect to be on Stand-by must respond to the call within a reasonable period of time (not to exceed one (1) hour). Those employees will be compensated at \$25.00 per day. Should employees on Stand-by be called back to work, the provisions of Article 17.03 will apply.

When an employee who is on stand-by becomes sick or injured and unable to respond, they must notify dispatch immediately and make the pager available for someone else to respond.

All other employees who have the skill and knowledge to conduct fire investigations and are approved by the Fire Chief or their designate, may apply to go on Stand-by.

The Corporation agrees to provide fire investigation training to any interested employee, who has attained First Class status or greater, on a seniority basis, up to a maximum number of trained employees, as deemed necessary by the Corporation. Such training will only be provided with the understanding that the employee who elects to take the training shall commit to accepting the stand-by on a rotational basis.

4.07 Unless otherwise indicated, days refers to calendar days.

Article 5 – Vacations

5.01 All employees of the Whitby Fire and Emergency Services shall be entitled to Vacation with full pay on the following schedule:

- (a) Probationary Employees as referred to in Article 1.02, in the first calendar year - one (1) day per month up to eight (8) days for non-suppression staff or one half (1/2) credit per month up to four (4) credits for Suppression staff;
- (b) After completing 1 year of service – two (2) weeks for Non Suppression staff or four (4) credits for Suppression staff;
- (c) After completing 3 years of service – three (3) weeks for Non Suppression staff or six (6) credits for Suppression staff;
- (d) After completing 8 years of service – four (4) weeks for Non Suppression staff or eight (8) credits for Suppression staff;
- (e) After completing 16 years of service – five (5) weeks for Non Suppression staff or ten (10) credits for Suppression staff.
- (f) After completing 23 years of service – six (6) weeks for Non Suppression staff or twelve (12) credits for Suppression staff.

It is understood that one vacation credit is equivalent to twenty-four (24) hours.

An employee shall be entitled to increased annual vacation after January 1st in the year in which the third, eighth, sixteenth, and twenty-three anniversary of service falls. This does not apply in the year of termination unless the employee has actually reached their anniversary date of service.

Vacation payout upon termination will be pro-rated based upon the date of termination.

For those individuals that have accumulated six (6) weeks ' vacation entitlement as of December 31, 2017, vacation payout upon termination will be pro-rated based upon a July to June accrual period.

- 5.02 (a) Platoons shall draw their Vacation Schedule with the understanding vacation, lieu and education days shall be taken together to allow for one (1) member off per truck in service. The proposed Schedule shall be agreed upon and signed by all members of the crew. If a crew cannot settle on an Agreement Schedule, it will be settled by the Association Executive. Vacation schedules shall be submitted to the Chief no later than fifteen (15) business days after each platoon has received the education schedule for the following year. It is understood that each platoon shall receive the education schedule for the following year no later than December 15th.

- (b) Effective December 14, 2023, courses, seminars, workshops, conferences, expos, tradeshow, etc. (herein referred to collectively as “courses”), selected by the Employer, whether delivered externally or internally, by WFES instructors or external parties, can block time in the vacation calendar.
- (c) Courses selected by the Employer to block time in the vacation calendar will be job-related as determined by the Employer. Industry best practices and job-related standards will be used by the Employer to determine what courses are “job-related”. Unless an employee is off for any reason, employees assigned by the Employer to take a course which blocks time in the vacation calendar must attend and successfully meet the requirements of any training/tests.
- (d) The Employer will schedule courses that block time in the vacation calendar in such a way as to ensure that no more than ten (10) 24-hour shifts per platoon are dedicated to courses each calendar year. The Employer may increase the number of shifts per platoon dedicated to courses from ten (10) 24-hour shifts to twelve (12) 24-hour shifts per calendar year, provided that the overall maximum number of courses blocking time in the vacation calendar for all four (4) platoons combined does not exceed forty (40) calendar days in one calendar year. For clarity, in no circumstances can the Employer move employees from one platoon to another to assign them to a course.
- (e) For purposes of counting how many 24-hour shifts per platoon are dedicated to courses each calendar year and whether the maximum number of 24-hour shifts per platoon has been reached under 5.02 (d), any day blocked in the vacation calendar for a single course shall be considered to be one 24-hour shift. Therefore, if one employee takes a course which blocks time in the vacation calendar on a given day, they will be considered to have taken an entire 24-hour shift on the vacation calendar, in accordance with the Time Owing Schedule, regardless of the number of hours the course or the time owing takes up on that day.
- (f) No courses shall be permitted to block time in the vacation calendar during the months of June, July, or August, with the exception of courses that begin at the end of May and overlap into the first seven (7) days of June.
- (g) No employee shall be prevented from using their entire vacation and/or lieu day allotment because of courses blocking time in the vacation calendar.
- (h) The Employer shall not assign to any course more than three (3) employees from any one platoon on any single shift. Upon the hiring of additional staff to place an additional truck into service, an additional employee from any one (1) platoon on any single shift, shall be assigned to any course, provided the additional truck is in service on the given platoon, otherwise it shall remain at the existing number of employees off. Upon the addition of another truck being placed into service, the maximum number of courses scheduled each calendar year as set out in 5.02 (d) will increase by two (2) 24-hour shifts per platoon. The overall maximum number of courses blocking time in the vacation calendar for all four (4) platoons combined will increase by eight (8).

- (i) The Employer shall ensure that any courses that are required for an employee to be promoted or to maintain their position are prioritized over other courses of the Employer's choosing. Should the Employer fail to offer a course required for promotion, employees who meet all other requirements as specified in Article 22 of the collective agreement, save the successful completion of required courses, shall be promoted in any event, conditional on meeting the requirements of 5.02 (j), the employee shall be promoted anyways and shall attend and successfully complete the required course when scheduled to do so within the parameters of the collective agreement.
 - (j) The employees referred to in 5.02 (i) must complete the required courses when the Employer provides the opportunity, within the parameters of the collective agreement, to attend the applicable certification course. Employees must write and pass the examination, or subsequent re-examination for the applicable certification course as the Employer makes them available to employees, within the parameters of the collective agreement.
 - (k) Should the Employer wish to have employees take newly offered courses that were not being offered when the vacation calendar was finalized, the Employer shall provide thirty (30) days' notice to the employees that the Employer wishes to enroll in the course(s). Any employee provided less than thirty (30) days' notice and any employee who is on a scheduled vacation, lieu day, or who has an arranged duty exchange will have the option not to take the course(s). For clarity, these courses shall not block time in the vacation calendar.
 - (l) When an additional truck goes into service, the increase in members allowed off per truck in service will not take effect until the vacation year following the additional truck being placed into service.
- 5.03
- (a) Employees who are off work due to occupational or non-occupational leave of absence will have their accrued but unused vacation paid out annually, at the beginning of the following year, however, no later than January 31st.
 - (b) Employees returning from an occupational or non-occupational leave of absence and who were unable to participate in the vacation and Lieu Day selections for that calendar year, shall first schedule their vacation into openings in the calendar. Once all openings are exhausted, they shall be permitted to schedule their vacation anywhere in the calendar with the exception of statutory holidays. Once the above are exhausted, any outstanding vacation shall be paid out.
- 5.04
- (a) When Platoon changes are made, they will be discussed by the Chief and the Association.
 - (b) When Platoon changes are made, thirty (30) days notice shall be given to the affected employees unless mutually agreed upon by the Chief and the Association.

(c) When an employee moves platoons' mid-year, they shall be given the choice of one (1) of the following options:

- Keep their vacation credits in the same calendar week
- Keep their vacation credits in the same week block of the month on the new platoon. (Monday/Thursday, Wednesday/Saturday, Friday/Sunday, or Tuesday).
- Move to any open spot in the calendar.

5.05 An employee's Vacation shall be rescheduled at the discretion of the Fire Chief when a request is made by an employee supported by documentation from a qualified Medical Practitioner to be submitted to the Fire Chief prior to the commencement of the Vacation.

An employee shall be permitted to move their vacation to another date in the calendar year, provided there is room in the calendar to do so, and such change shall be permitted to be approved by the Platoon Chief and communicated through the chain of command.

Vacation change requests will not be permitted when the employee is scheduled for mandatory training as identified through Policy 116 and 127 unless the training was previously completed.

Bereavement Leave shall be cause for an employee to cancel and reschedule the remainder of the scheduled vacation during the week in which the death occurred equal to the bereavement entitlement. Remaining days shall be defined as those days normally schedule to work during that vacation period. Such rescheduling shall be at the discretion of the Fire Chief.

5.06 Day Staff employees may elect to take two (2) weeks of their vacation entitlement in single days.

5.07 An employee who has taken vacation in any given year who has not yet earned such vacation credits, and subsequently leaves the employ of the Corporation, shall pay back the amount equivalent to the time taken that had not yet been earned.

5.08 Within their first calendar year of service, probationary employees within the Suppression Division shall be permitted to schedule their earned vacation credits to open spots in the calendar.

Only after all open spots have been exhausted, may the probationary employee choose any spot in the calendar, with the exception of any/all statutory holidays, with only one (1) probationary employee granted off on any given calendar day and provided all vacation credits are taken in the year in which they are earned.

Exceptions to the above may be granted at the discretion of the Fire Chief or Deputy Chief.

- 5.09 Suppression – Provided an Acting Platoon Chief is available on the same platoon and does not incur overtime, the Platoon Chief and one (1) Acting Platoon Chief on the same platoon shall be permitted to schedule all of their vacation and lieu day credits on the same calendar day without restrictions.

Day Staff – The CFPO and Captain of Prevention shall be permitted to schedule up to two (2) weeks of vacation in the same week without restrictions.

Article 6 – Statutory Holidays

- 6.01 (a) In lieu of the Statutory Holidays or Declared Holidays as set forth hereunder, each non-Suppression employee shall be given a total of fourteen (14) days off to compensate for such holidays, provided, however, that such days off may be taken off as agreed upon by the Fire Chief and the Association and that the efficiency of the Services shall not be impaired.

In lieu of the Statutory Holidays or Declared Holiday as set forth hereunder, each Suppression employee shall be given a total of seven (7) credits off to compensate for such holidays, provided however, that such days off may be taken off as agreed upon by the Fire Chief and Association and that the efficiency of the Services shall not be impaired.

New Year's Day	Victoria Day	Truth and Reconciliation Day	December 24
Family Day	Canada Day	Thanksgiving Day	Christmas Day
Good Friday	Civic Holiday	Remembrance Day	Boxing Day
Easter Monday	Labour Day		

- (b) All day staff employees and those who are working on a temporary accommodation schedule on a Statutory Holiday will receive Statutory Holidays or Declared Holidays as defined in Article 6, Section 6.01 of this Collective Agreement.
- 6.02 In addition to these days, any day that has been declared as a Statutory Holiday by the Provincial or Federal Government shall automatically become part of this list.
- 6.03 Employees required to work on any of the above Paid Holidays shall receive, in addition to their regular pay for that day, pay at half their hourly rate for all actual hours worked.
- 6.04 (a) Employees who are off work due to occupational or non-occupational leave of absence will have their accrued but unused Lieu Days paid out annually, at the beginning of the following year, however, no later than January 31st.

- (b) Employees returning from an occupational or non-occupational leave of absence and who were unable to participate in the vacation and Lieu Day selections for that calendar year, shall first schedule their lieu days into openings in the calendar. Once all openings are exhausted, they shall be permitted to schedule their lieu days anywhere in the calendar with the exception of statutory holidays. Once the above are exhausted, any outstanding lieu days shall be paid out.

6.05 When an employee moves platoons' mid-year, they shall be given the choice of one (1) of the following options:

- Keep their lieu day credits in the same calendar week
- Keep their lieu day credits in the same week block of the month on the new platoon. (Monday/Thursday, Wednesday/Saturday, Friday/Sunday, or Tuesday).
- Move to any open spot in the calendar.

6.06 Effective January 01, 2021, individuals absent from work with the intention of returning (i.e. protected leaves under ESA, sick leave, WSIB etc.) will receive their full entitlement for the year.

6.07 Employees who have made the decision to leave the organization (resignation, retirement) will be provided a pro-rated entitlement based on their last day worked. Any lieu days not used before a member's last day work will be forfeited.

6.08 Effective January 01, 2019, fire suppression employees will indicate for the following year whether they elect to take payment for up to two (2) lieu day credits rather than time off. This election, once made, is irrevocable unless expressly approved by the Chief.

6.09 Members of day staff shall be permitted to take their lieu days in half days.

Lieu days in the day staff division shall only be permitted on ten (10) hour days and a half lieu day shall consist of five (5) hours.

Article 7 – Accident and Sickness

7.01 (a) An employee off duty as the result of an accident or illness incurred in or attributable to the performance of the employee's duty and for which the employee is receiving Worker's Compensation, shall not have their Sick Leave Credits affected during such absence from duty. In the event the employee is not approved to receive Worker's Compensation, sick leave credits will be applied, provided an FAF supporting the absence is submitted to the Sr. Health, Wellness and Attendance Specialist. The Employer shall pay the wage difference between the Workplace Safety and Insurance Board allowance and the employee's regular rate of pay for the duration of such accident or illness.

- (b) An employee covered by 7.01, and involving a third party, who decides to take action against the third party, shall include the recovery of their full salary paid to them during the period of incapacity. his recovery shall be paid to the Town when received.

7.02 All employees shall receive eighteen (18) hours per month Sick Leave Allowance. Employees shall be entitled to Sick Leave with pay up to the amount of their accumulated Sick Leave Credits. Any unused portion of such Sick Leave Credits shall accumulate to the credit of such employees on a monthly basis and shall accrue to the employee on the first day of each month after they have been earned. Actual working hours absent will be deducted from the employee's credits.

Information regarding sick leave credits, including sick time used, the date used and the number of hours taken and remaining, will be available on the employee's profile via the employee's self-serve portal. In the event this is no longer available, the Corporation shall provide a letter to each employee by the thirty first of January of each year confirming the employee's accumulated Sick Leave Credits. If and when a payroll system can report the same information, the letter will no longer be provided as it will appear on the employee's pay stub.

- 7.03 The Employer reserves the right to have the employee provide proof of sickness by a Medical Certificate ensuring that the employee is fit to perform their regular duties and get paid for the cost of obtaining such medical certificate, whenever an employee misses four (4) or more work days or three (3) twenty-four (24) hour shifts in a 30 day period or whenever a pattern of sick days has been identified.
- 7.04 When an employee is off duty as a result of an accident or sickness and during such time is replaced, their replacement shall be by another employee covered by this Agreement.
- 7.05 An employee's pay shall be reduced by any amount they receive in the form of WSIB payments resulting from work-related illness and injury related to another Employer. The Sick Leave credits an employee earns while working for WFES are to be used strictly for non-occupational illness and injury absences.
- 7.06 Sick Leave benefits may not be used where an accident or injury results in lost time which was caused by a third party unless the employee, who decides to take action, agrees, in writing, to permit the Town to subrogates their claim. Upon recovery by the Employer, the employee's Sick Leave credits will be adjusted in direct proportion to the recovery received.
- 7.07 A Suppression Fire Fighter may book sick time in twelve (12) hour increments or twenty-four (24) hour increments, however, if a Suppression Fire Fighter leaves work sick, such hours will be pro-rated for those hours worked.

7.08 Family Emergency Medical Leave

The Employer may grant each Suppression employee up to two (2) 24 hour shifts leave per year and each Day Staff employee up to four (4) days leave per year, compensation at their regular rate of pay less legal and authorized deductions, when the employee cannot report to work due to reasons related to emergency/dependent care.

Emergency/Dependent care is defined as:

- (a) an illness, injury, or medical emergency of a dependent, or,
- (b) an urgent matter that concerns a dependent.

Dependents are defined as spouse, child (step) or parent (step).

The employee must have the days in their sick leave bank.

Family Emergency Medical Leave days must be taken in whole 24 hour shifts or full days for day staff.

An approved Family Emergency Medical Leave does not take the place of any other previously approved time off.

The Employer reserves the right to request satisfactory proof. Such days shall be approved by the Deputy Chief or Fire Chief, where necessary and will not form part of the Attendance Support Program.

Article 8 – Salaries

- 8.01 The Employer agrees that in accordance with this Agreement the annual salary of each member of the Association is set forth herein in Schedule "A" and made part of this Agreement.
- 8.02 Advancement from Fourth (4) Class to First Class shall occur each year on the completion of an additional full year's service (12 months) in accordance with Article 22 of this collective agreement.
- 8.03 If a Probationer has been absent from work for any reason, or performing modified work, for more than nine (9) twenty-four (24) hour shifts, the Employer, at its discretion, may extend the Probationary Period to include additional working days equivalent to the days absent in excess of nine (9) twenty-four (24) hour shifts.
- 8.04 Management reserves the right to start a new employee in the Training and Prevention Divisions at a classification consistent with their skill, ability, qualifications and experience provided there are no qualified members within the Department. The Corporation will meet with the Association in advance to discuss the filling of the position. Seniority for the new employee will be at the Probationary level.

- 8.05 **Recognition Pay:** Recognition Pay will be calculated based on a First Class Fire Fighter rate and be paid bi-weekly to all ranks. These payments shall qualify as pensionable earnings and be included in computing overtime, vacation, sick leave pay, maternity/parental leave entitlements, statutory holiday pay and WSIB. To be eligible for recognition pay, the Fire Fighter must have achieved the years of service with Whitby Fire and Emergency Services.

Effective July 1, 2008

After 8 years additional 3% of a First Class Fire Fighter

After 17 years additional 6% of a First Class Fire Fighter

After 23 years additional 9% of a First Class Fire Fighter

- 8.06 The method and manner of any salary adjustments as a result of all under payment to the employee will be brought to the attention of the administration and remedied as soon as practicable.

The method and manner of any salary adjustments as a result of an over payment to an employee will be mutually agreed upon between the employer and the employee, who may consult with the Association as they deem necessary.

Article 9 – Leave of Absence

- 9.01 The President shall, at the discretion of the Fire Chief, be granted unlimited Leaves of Absence for the proper performance of their office. All other members of the Association shall, at the discretion of the Fire Chief, be granted up to an aggregate of one (1) calendar day Leave of Absence per member of Local 2036 in any calendar year for the proper performance of the duties of their office, insofar as regular service of the Fire and Emergency Services will permit. It is agreed that this leave provision shall exclude time spent on Joint Committees and attendance at collective agreement negotiations up to the end of the conciliation stage only. For calculation purposes, the number of members of Local 2036 shall be the number of members as of thirty-first of December of the previous year.
- 9.02 Notice shall be given to the Fire Chief or designate of the name and date of any scheduled conferences or seminars at the beginning of each year where such information is available. Where such information is not available at the beginning of the year, the Association shall furnish such information to the Fire Chief or designate as soon as it becomes available. The notice shall contain the number of employees expected to attend. The Association agrees that the Fire Chief shall receive reasonable notice of the names of the employees who will be attending such conferences or seminars and their replacements.
- 9.03 The Association further agrees to replace such employees when Leave of Absence is granted, and to pay the replacement's salary provided, however, that the said replacement shall be first approved by the Fire Chief. The Association further agrees to replace day shift employees when a member attends IAFF or OPFFA conventions and educational conferences. Replacement days shall be replaced at the discretion of the Fire Chief.

- 9.04 Where an employee, who would otherwise be employed, is called for Jury Duty or Subpoenaed as a Witness in Court, he shall be reimbursed for any loss of income sustained as a result of the difference between Court fees and their normal rate of pay.
- 9.05 Any employee required to attend Court in their capacity as a representative of the Whitby Fire and Emergency Services during their off-duty time, shall be paid at one and one-half (1 1/2) times their prevailing hourly rate but in any case shall not receive less than two (2) hours pay at time and one-half (1 1/2).
- 9.06 The Manager of Human Resource Services, upon recommendation of the Fire Chief, may at their discretion grant a Leave of Absence without pay and benefits, and without loss of Seniority or occupational classification, for a maximum of one hundred and twenty (120) days to any employee requesting such Leave for a good and sufficient cause.
- 9.07 An employee shall be deemed to have resigned if they accept other full-time employment while on Leave of Absence.
- 9.08 An employee on Leave of Absence may continue Group Life Insurance and Medical Coverage, excluding Long Term Disability, with the employee paying 100% of the cost thereof for a period of up to sixty (60) calendar days.
- 9.09 Employees are entitled to pregnancy and parental leave in accordance with the provision of the Employment Standards Act, 200, R.S.O. c41. Top-up benefits for employees who are in receipt of Employment Insurance pregnancy or parental benefits will be provided based on the difference between the member's regular weekly earnings at the percentage outlined below and the standard EI benefit as follows:
1. Seventy-five (75%) percent of the member's regular weekly earnings for the applicable employment insurance waiting period
 2. Seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular gross weekly employment insurance benefits for a maximum period of fifteen (15) weeks after completion of the applicable waiting period for pregnancy leave, and
 3. Seventy-five (75%) percent of the member's regular weekly earnings and the sum of the member's regular gross weekly employment insurance benefits for a maximum period of fifteen (15) weeks after completion of the applicable waiting period for parental leave.
 4. Members are required to provide proof to Human Resources that they are in receipt of the EI benefit and that the waiting period was served and not waived by EI.
 5. The employee on any of the aforementioned leaves, will continue to enjoy all the benefits, insurance coverage, pension contributions, sick leave accrual, seniority accumulation and vacation entitlement, that they would be entitled to should they not be on leave for the duration of these leaves.

9.10 Bereavement Leave – Immediate Family:

Any suppression employee will be allowed off with pay a maximum of two (2) twenty-four (24) hour shifts immediately following the date of the death of a person in their immediate family. In the event a service, celebration of life, and/or funeral is scheduled outside of the time immediately following the death, the employee shall be permitted to use one (1) of their two (2) twenty-four (24) hours shift to attend the event. This is provided they have not already used their bereavement entitlement. The employer may request proof of the event.

Any day staff employee will be allowed off with pay, four (4) consecutive scheduled days following the date of the death of a person in their immediate family. In the event a service, celebration of life and/or funeral is scheduled at a later date, the employee shall be permitted to use two (2) of their four (4) allotted bereavement days to attend such events. This is provided they have not already used their bereavement entitlement. The employer may request proof of the event.

“Immediate Family” will mean Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Wife, Husband, Common-in-law Spouse, Son, Daughter, Step Son, Step Daughter, Brother-in-law, Sister-in-law, Grandmother, Grandfather, Grandchild, Aunt, Uncle, Niece and Nephew. Identification of the relationship shall be disclosed to Dispatch upon requesting bereavement leave. Certification of relationship and death will be presented on request to the Fire Chief.

9.11 Bereavement Leave – Spouse’s Immediate Family:

One (1) calendar day off with pay will be allowed for any employee attending the funeral of the spouse’s “immediate family”. Evidence of the relationship and death will be submitted as noted above.

Article 10 – Pension

- 10.01 Each employee shall become and remain a member of the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) as a condition of continued employment. Each employee shall be included in O.M.E.R.S. under the sixty (60) year normal retirement provision.

Article 11 – Hospitalization and Medical Coverage

- 11.01 Each employee shall be covered by the Ontario Health Insurance Plan in accordance with the marital status of the employee. In addition, each employee and dependents will be covered by Extended Health Plan and Supplementary Plan for hospitalization service and a Long Term Disability Plan. The Employer agrees to pay 100% of the cost of the premiums for such plans.

Vision Care - Medical coverage for eye glasses to the amount of \$750 every two (2) years, that may be applied to corrective eye surgery, if so desired, effective January 01, 2026.

Hearing Aid Coverage: \$1,000 every three (3) years effective January 1, 2026.

Effective December 2, 2013 massage therapy shall be to a maximum of \$4,000 annually per covered individual.

11.02 Life Insurance

Each employee shall be entitled to the benefits and privileges of a Life Insurance Plan provided by the Town. The amount of the insurance for each employee shall be two (2) times the employee's annual salary computed to the nearest \$1,000.00,

Each employee shall also be insured through the said Life Insurance Plan for an additional amount of Life Insurance for Accidental Death based on two (2) times the employee's annual salary computed to the nearest \$1,000.00, with the definition of "accidental death" to include line of duty death due to occupational disease, as determined by the Workplace Safety and Insurance Act and its Regulations and insurance coverage for dismemberment. The Employer agrees to pay 100% of the cost of the premiums for such plans.

11.03 Dental Plan

Each eligible employee shall be covered by a Dental Plan. The Employer's contribution for premiums for such plan shall be 100% of the cost of the premiums. The provisions of the Dental Plan will include Orthodontic Coverage at 50/50 co-insurance to a lifetime maximum of \$4000 effective January 1, 2022 and a yearly maximum of \$4000 for Major Restoration Coverage (crowns, bridges, caps) effective January 01, 2026.

Orthodontic coverage for all members including dependents.

The Employer's contribution for premiums for such plan shall be 100% of the cost of the premiums based on current ODA rates.

11.04 **Retiree Benefits:**

- (a) The Employer agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after September 1st, 1989, who are eligible for an unreduced pension under the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) until such member attains age 65, consistent with the Rules and Regulations of the appropriate Plans:

- (i) Ontario Hospital Insurance Plan (O.H.I.P.)
- (ii) Extended Health Benefits Plan
- (iii) Dental Plan

When an employee is in receipt of a reduced pension under O.M.E.R.S., the Employee shall be eligible to the above benefits, until such employee reaches age sixty-five (65). The premium to be paid by the Employer shall be reduced by the same amount as the reduction in pension paid to the employee by O.M.E.R.S. Every year after retirement, the premium to be paid by the Employer shall increase by five per cent (5%) until full payment of premium by the Employer at age sixty (60).

When an employee is eligible for an unreduced pension pursuant to O.M.E.R.S. disability provisions under the O.M.E.R.S. Plan, the above benefits will be provided until the employee reaches the age of sixty-five (65) years and as long as the employee is considered by O.M.E.R.S. to be eligible for an O.M.E.R.S. disability pension.

- (b) The Employer agrees to pay 100% of the premium cost for a life insurance policy for all employees retired after April 1, 1999 who retire with an unreduced pension as follows:

- (i) one (1) times salary until reaching the age of 70; and,
- (ii) \$10,000.00 between the ages of 70 and 75.

When an employee is in receipt of an unreduced pension pursuant to O.M.E.R.S. disability provisions under the O.M.E.R.S. Plan, the above benefit in paragraph (b) will be provided until the employee reaches the age of sixty (60) years and thereafter, to a maximum of seventy-five (75) years provided the employee is in receipt of the O.M.E.R.S. disability pension.

- 11.05 The benefits provided in Article 11 shall be consistent with the rules and regulations of the Plans as provided by the various insurance carriers.

In the event the Employer changes the benefits carrier, the Corporation will engage the Association to provide information on the transition and provide a copy of the final contract.

11.06 **Miscellaneous Benefits:**

Effective January 01, 2026, the employer will reimburse each employee that is required to maintain a DZ license up to \$150 for the medical examination needed to complete the required Ministry of Transportation ON medical report in accordance with the age-based frequency requirements.

11.07 **Hepatitis “B” Vaccination**

The Employer will make available to all employees of the Fire Department, at no cost to the employee, vaccination against Hepatitis "B".

Article 12 – Uniform and Equipment

12.01 All employees shall be supplied with station wear and turnout gear that consists of:

New Employees: three (3) shirts (short or long sleeve) and three (3) pairs of pants, leather firefighting boots, bunker suits, gloves, balaclava and helmets as they are required and approved by the Fire Chief or designate.

Existing Employees: Station wear will include one (1) pair of pants and one (1) shirt (long or short sleeve) every two years. Leather firefighting boots, bunker suits, gloves, balaclava and helmets will be replaced as required and approved by the Fire Chief or designate.

All employees shall also be supplied with one station jacket, one sweatshirt and one (1) pair of active wear shorts as required and approved by the Fire Chief or designate.

Bunker suits shall conform to, or exceed, NFPA 1971 standards. Bunker gear specifications and proposals will be evaluated through a comprehensive review by the Joint Health & Safety Committee.

All employees shall be issued a Class A dress uniform consisting of: one (1) tunic, one (1) trouser, one (1) dress shirt, one (1) parka, one (1) dress hat, one (1) badge, one (1) pair of white gloves and one (1) tie. The parka is to be worn in conjunction with the Class "A" uniform.

Any employee requiring pregnancy station wear shall be supplied, upon request to the Chief or their designate, on an as needed basis.

The employer will provide each member one (1) set of work gloves and will replace such gloves, on an as needed basis.

In addition, newly hired members will receive one (1) set of work gloves upon commencement of their employment.

12.02 Upon submission of receipts, the Employer agrees to pay each employee up to \$75.00 in each year, to be used for cleaning Class A dress uniforms.

12.03 All employees shall be reimbursed at 100% of up to \$300, effective January 1, 2023, for safety shoes approved by the Fire Chief, in consultation with the Association, in a twenty-four (24) month period upon submission of receipts.

Safety shoes shall be CSA Green patch approved and be all black.

Article 13 – Grievance Procedure

13.01 The Association shall appoint a Grievance Committee of four (4) employees including the President, and shall file notice annually with the Fire Chief and the Administrator of the names of the employees of such Committee. The Fire Chief and the Administrator shall also be notified of changes in such personnel which may take place from time to time. No employee or group of employees shall be permitted to lodge a Grievance with Council or any member of the Council, or be permitted to communicate a Grievance to the news media. Every Grievance shall be reduced in writing stating the Articles in which the Grievance is founded and the remedies sought.

13.02 A member who is requested to appear before the Chief or designate and the result and action taken by the Chief could fall into the following categories;

- Discipline, for example, this could include, but is not limited to, sick time usage that triggers discipline, or job performance that triggers discipline;
- Discharge;
- Demotion;
- Reduction in classification;
- Reduction in pay

The Chief shall adhere to the following procedure:

- (a) Inform the employee and Association president, in writing, that the employee is scheduled to attend a meeting to discuss a matter that may lead to discipline. The letter shall include any allegations together with such particulars including details as to the time and places as will leave them under no misapprehensions regarding the allegations against them.
- (b) The notification, in writing, shall inform the employee that they are entitled to a representative of the Association's grievance committee or executive to speak on their behalf. A reasonable period of time as determined by the chief shall be allowed for the employee to prepare their statement and secure representation.
- (c) Upon completion of the information gathering process, and once the Chief has made a determination on the balance of probabilities, and after weighing the evidence, the Chief shall, in person, render a decision, and provide it in writing, within ten (10) Business days.

Grievance Procedure – Stages:

Business days as referred to below are defined as Monday to Friday, excluding Statutory Holidays.

Stage 1

The employee accompanied by the Grievance Committee may take up the matter in writing with the Fire Chief not later than fifteen (15) Business days after the day of the incident complained of.

The Fire Chief shall consider any such Grievance and shall make their decision thereon in writing to the Grievance Committee within ten (10) Business days after a meeting with the Grievance Committee and, failing settlement, the Grievance Committee will proceed within ten (10) Business days as follows:

Stage 2

The Employee, accompanied by the Grievance Committee, will take the matter up with the Manager of Human Resource Services within a ten (10) Business day period. The Manager of Human Resource Services shall consider any such Grievance and shall take the decision thereon in writing to the Grievance Committee within ten (10) Business days after a meeting with the Grievance Committee and, failing settlement, the Grievance Committee will proceed within ten (10) Business days as follows:

Stage 3

The Grievance Committee may appeal to the Administrator from any decision of the Manager of Human Resource Services under this section, but any such appeal shall be in writing and must be lodged within ten (10) Business days. The Administrator shall consider any such Grievance and shall make a decision thereof in writing within ten (10) Business days of the date on which the Grievance is lodged with the employee. If the matter is not resolved, the Grievance Committee will proceed to Stage 4.

Either party must notify the other, in writing, of the intention to seek mediation within fifteen (15) business days of the date of the Administrator's decision at Stage 3.

Stage 4

Stage 4 of the grievance procedure is mediation at the request of either party. If the parties at this step are unable to reach a satisfactory settlement, the grievance may proceed to arbitration. No person acting as mediator at this Step shall be appointed as an Arbitrator without the consent of both parties. All costs associated with the engagement of a mediator shall be shared equally between the Association and the Corporation.

Failing settlement at mediation, the matter may be referred to Arbitration by written notice given to the Corporation within fifteen (15) Business days.

13.03 The Association agrees that they will notify the Fire Chief when filing a group grievance at Stage 2.

When a group of employees has a Grievance, it shall be taken up by the Grievance Committee starting at Stage 2. Any difference arising between the Association and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted to either Party by the other at Stage 2 within and not after fifteen (15) Business days of the day of the incident complained of.

13.04 In determining the time in which any Step is to be taken under the provisions of this Article, the grievor's Saturday, Sundays, Statutory and Declared Holidays, Vacation Days, Lieu Days or Sick Days shall be excluded, except that the time limit may be extended by mutual agreement.

13.05 Any request for postponement will be in writing. If for any reason the Fire Chief, the Administrator or the Management Committee fails to comply with the procedure within the time limits set out, the Grievance shall be deemed settled in favour of the Griever. If for any reason the Griever or Grievance Committee fails to comply with the procedure within the time limits set out, the Grievance shall be deemed null and void. The foregoing shall apply except where the time limit has been extended by mutual agreement. At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to view the disputed operations and confer with the necessary witnesses.

13.06 A Grievance is defined as an allegation in writing that the application, interpretation or administration of the Collective Agreement has been violated.

13.07 In the event of a controversy with respect to any of the matters covered by this Agreement and in the event that satisfactory adjustment cannot be reached, the matter in dispute shall be submitted to an Arbitrator in accordance with the Fire Protection and Prevention Act. The Employer agrees to an expedited arbitration process in cases of termination or suspensions over one week.

13.08 The disciplinary record of an employee shall be considered clear provided there have been no disciplinary actions for a period of eighteen (18) consecutive months of active service following the date of the last disciplinary record on file. Providing that an employee has a clear disciplinary record for eighteen (18) consecutive months, of active service, the record of an employee shall not be used to substantiate further disciplinary action.

Article 14 – Department Rules

- 14.01 Departmental Rules and By-Laws shall be deemed to constitute a part of this Agreement and shall be observed by all employees. Changes to the Rules and By-laws shall be at the discretion of the Fire Chief following discussion with the Association.

These rules will be reviewed annually on the first labour management meeting of the calendar year. A copy of the Rules shall be supplied by the Fire Chief to the Association President and copies shall be posted in all Fire Halls.

- 14.02 All employees shall promptly conform to and obey all the By-laws and Regulations in force from time to time which are applicable to such employees, and insofar as they do not conflict with the terms of this Agreement, the Fire Protection and Prevention Act or extension or renewal thereof.

Article 15 – Automatic Dues Deduction

- 15.01 The Employer agrees to deduct from the salary of all employees covered by this Agreement within thirty (30) calendar days after commencement of employment, Association dues as may from time to time be authorized by the Association and shall forward the same once monthly to the Secretary-Treasurer of the Association.

Article 16 – Overtime Pay

- 16.01 Overtime shall be paid to and defined as any time over and above an employee's regular hours of work as defined in this agreement.
- 16.02 Any employee required to remain on duty, in excess of fifteen (15) minutes, shall be entitled to receive overtime pay at the rate of time and one-half (1 1/2) of their prevailing hourly rate in fifteen (15) minute increments rounding up to the nearest fifteen (15) minute marker.
- 16.03 When an employee is called back to work, they shall be paid at the rate of time and one-half (1 1/2) of their prevailing hourly rate and with a minimum three (3) hours pay at time and one-half.
- 16.04 Where approved by the Fire Chief, services by employees for lectures and demonstrations, such employees shall be paid at their prevailing hourly rate based on the actual time of the lecture or demonstration. This Article does not apply to any educational lectures or courses that would be eligible for tuition reimbursement by the Employer.
- 16.05 The provisions of Article 16 shall not apply to time required by employees in connection with promotional examinations.

Article 17 – Pay for Temporary Rank

- 17.01 It is agreed that each Fire Fighter acting in the capacity of any higher Officer rank shall be paid for each shift or part thereof so worked at the prevailing rate of pay for such rank.
- 17.02 A Captain or Acting Captain shall be assigned to each fire pumper, aerial truck, tanker, emergency or rescue van, and heavy rescue which is operational on a regular full- time basis and a Captain or Acting Captain shall be assigned to each fire pumper and aerial truck and heavy rescue during an emergency call back basis.

Article 18 – Expense Reimbursement

- 18.01 It is the intent of the employer to provide all employees of the Association a mileage allowance, as per the Town's policy, when it has been authorized by the Fire Chief, or designate, for them to use their personal vehicles.

For training programs that are not delivered in-house, where meals are not provided, the employer will reimburse up to \$18.71 for breakfast, \$31.17 for lunch and \$43.64 for dinner or as per the Town's policy, whichever is greater, when receipts are provided to the Fire Chief upon completion of the course of seminar.

Article 19 – Temporary Assignment to Non-Union Positions

- 19.01 The Corporation will advise the Association of an appointment of a bargaining unit member to an Acting Deputy Chief, Chief or any other non-union positions in the Department or the Corporation (hereinafter the "non-union position")

Any appointment of a bargaining unit member to a non-union position will be on a voluntary basis.

No person filling a non-union position will perform any bargaining unit work.

An employee from the bargaining unit filling a non-union position will continue to accrue seniority.

An employee appointed to a non-union position will be entitled to perform all managerial duties except for participation in labour management meetings, participation in labour relations matters where disciplinary action is to be taken and signatory to any agreements between the Association, the Town of Whitby and/or Whitby Fire and Emergency Services.

If the employee is not confirmed in the non-union position at the conclusion of the temporary assignment, the employee can return to their former position with their seniority.

The Association will not be required to represent such person in respect of any actions that occur during the period the person is in the non-union position

Article 20 – New Classifications

20.01 When a new classification is created, or an opening occurs in a classification covered by this Agreement, notice shall be posted, and the pay for such classification shall be agreed upon by the Employer and Association. The Employer shall give a minimum of fourteen (14) calendar days notice of such posting.

Article 21 – Seniority

21.01 Seniority rights and an employee's employment shall be terminated if they:

- (a) Leave of their own accord or is retired.
- (b) are discharged or employment terminated and same is not reversed through the Grievance Procedure.
- (c) For the purpose of this Agreement an employee's Seniority Date shall be the date of commencement as a full-time employee of the Whitby Fire and Emergency Services.

21.02 The Employer shall cause to be posted annually a Seniority List, to be arranged by Whitby Fire and Emergency Services start date, in each of the full-time stations.

Article 22 – Promotional Process

22.01 General

- (a) The WFES is an all hazards fire and emergency service committed to the highest standards of service delivery. To meet this mandate, WFES is committed to Provincial Certification, Officer Development and on-going professional development for all WFES employees.

The system that is established in this Article is applicable to the employees covered by this agreement.

The promotional system for the purpose of qualifying employees for advancement to a position above their present position is defined in the following sections.

Promotion opportunities will be open to all uniform personnel provided they meet the eligibility standards, as set out hereunder, and possess the qualifications necessary to perform the functions of the position.

- (b) All promotional processes and written class exams will commence in April, as needed, prior to the year in which the promotions will normally occur, or not less than ninety (90) calendar days where an Officer rank or Acting category is vacant, if no qualified employees are available.

Examinations for Probationary positions referred to in Article 22.02 shall be held as determined by the Fire Chief.

- (c) The Fire Chief or their designate shall send out a notice no later than the end of December prior to the year the promotional examination process will take place with the following information:
 - 1) Date of Exam
 - 2) Date of information session, to be held prior to distributing study material.
 - 3) Names of members eligible to compete.
- (d) All study material required for promotional examination processes shall be provided by the Deputy Chief or their designate ninety (90) days prior to the written examination date to all interested candidates as well as the Association President.

22.02 Promotional Class Exams

Employees progressing from one classification to another up to First Class, who have passed their appraisal, must attain a minimum mark of 70% on their examination.

Employees who fail to attain 70% on their written class examination shall have the privilege of writing a second examination in order to qualify for advancement to their next classification, not less than ninety (90) calendar days after their first written examination. The employee will then advance to this next classification effective on the second examination date. Employees who attain 70% of their subsequent examination shall maintain their original anniversary date for promotional purposes.

All examinations for all ranks up to First Class will be marked by a committee consisting of two (2) people. One (1) member of the Committee shall be a member of the Association, determined by the Association, and the second person is the Deputy Chief or designate.

22.03 Experience

For the purpose of the promotional clause, experience is calculated by the number of years of service in the classification directly below the one being competed for. Persons who are qualified for the acting positions of Captain or Platoon Chief may not be displaced in their ranking by someone who qualifies at a later time.

The employee with the most experience will be promoted first. In the event of a tie in experience, the employee with the highest overall mark on the promotional process will be promoted first. In the event of a tie in the overall mark, the employee with the most seniority will be promoted first. In the event the employees are still tied, the employee with the highest mark on their previous promotional examination will be promoted first.

22.04 Officer Promotional Board

1. Promotional Board will be established for each set of exams. The board will consist of the following:
 - (a) Fire Chief, at their discretion;
 - (b) Two (2) Deputy Chiefs;
 - (c) Chief Training Officer;
 - (d)
 - (i) Suppression – The promotional board for the Platoon Chief examination shall include two (2) Platoon Chiefs. The promotional board for the Captain in Suppression examination may include two (2) Platoon Chiefs or Acting Platoon Chiefs, in any combination; and,
 - (ii) Prevention – The promotional board for the Captain in Prevention examination shall include the CFPO; and,
 - (e) an observer appointed by the W.P.F.F.A. who is a member of the W.P.F.F.A. Executive and is qualified for the position under examination. If there is no qualified Executive member, then the W.P.F.F.A. shall appoint an Executive member of their choosing.
2. The W.P.F.F.A. may not appoint an observer who is a candidate in the examinations.
3. The Deputy Chief, will identify responsibilities of the Promotional Board with the Promotional Board members regarding:
 - (a) setting the examinations;
 - (b) the examination process;
 - (c) the oral examination scoring rubric;
 - (d) the tactical examination scoring rubric;
 - (e) final marks (individual candidate's mark, plus the highest overall mark);
 - (f) candidates ranking; and,
 - (g) the hearing of appeals.

All members of the Promotional Board(s) are required to maintain confidentiality regarding the process and content of examination materials and scoring rubrics.

4. Appeals

An unsuccessful applicant may submit a written request to the Fire Chief for the details of where they did not meet the promotional requirements within two (2) business days of the decision/results being communicated.

The Chief shall provide the information to the applicant in writing or in-person, whichever is applicable, within three (3) business days upon receipt of the written request.

After reviewing the information provided, the applicant may appeal their marks by submitting a letter of appeal, stating the reason, to the Fire Chief, within three (3) business days of the date the information was provided by the Fire Chief.

The appeal shall be heard in-person by the Promotional Board who shall issue their decision in writing, including the reasons for the decision, within three (3) business days of receipt of the written appeal.

In the event an individual appeal is successful the total number of days the appeal process takes will be added to the individual's time to prepare for the next stage.

22.05 Promotion to Officer Ranks

All employees who successfully complete the examination process and the WFES Professional Development program as approved by the Fire Chief, and identified provincial certifications as outlined in this collective agreement shall effectively become Acting Captains or Acting Platoon Chiefs as of the date of successfully completing all components of the process.

Upon successful completion of the promotional process, candidates will be promoted through each step of the promotional process in seniority order. Successful candidates will not displace the ranking of someone who previously qualified.

It will be the responsibility of each candidate to obtain the necessary experience, officer's certification level and successfully complete any required mentoring prior to taking each step in the promotion process in accordance with Article 5 (j). It will be the responsibility of the Corporation to make sure that each candidate is provided with at least one opportunity to obtain the required certification level and mentoring prior to their first opportunity for promotion.

(a) Eligibility to Compete for Promotion to Suppression Captain:

To enter the competition to become a Suppression Captain, candidates must have attained the level of 1st class firefighter for a minimum of three (3) years within Whitby Fire and Emergency Services, as at December 31st in the year prior to the year in which the written examination takes place.

In Suppression, Acting Captains who have NFPA 1021 Fire Officer 1 Certification, NFPA 1041 Fire Instructor 1 Certification, and have successfully completed the WFES Professional Development program as approved by the Fire Chief will be promoted when an opening exists.

Captains shall be promoted when an opening exists and will be selected from Acting Captains who have 1521 Incident Safety Officer Certification and have successfully completed the WFES Professional Development program as approved by the Fire Chief.

(b) Eligibility to Compete for Promotion to Platoon Chief:

To enter the competition to become a Platoon Chief candidates must be a Whitby Captain in the Suppression Division, as at December 31st in the year prior to the year in which the examination takes place.

In Suppression, Acting Platoon Chiefs who have completed an incident command/leadership course as identified by the Fire Chief, NFPA 1021 Fire Officer 2 Certification, NFPA 1041 Fire Instructor 2 Certification and the WFES Professional Development program as approved by the Fire Chief will be promoted when an opening exists.

(c) Examination Process

Participants shall obtain a minimum mark of 70% on each step of the process and shall obtain an overall mark of 70%.

1) Written Examination – Suppression Captains and Platoon Chiefs

The purpose of the written examination is to assess the candidate's knowledge. The exam will consist of questions from the study material referenced in Article 22.01 as set out by the Deputy Chief. In addition, it will also include Departmental Rules, Operational Guidelines and the FPPA. This portion of the exam will count for thirty percent (30%) of the candidate's total promotional score.

2) Tactical Examination – Suppression

The purpose of the tactical examination is to assess the candidate's ability to apply their knowledge. The exam will require candidate's to demonstrate their ability to apply their knowledge through a tactical exercise in response to the circumstances provided by the Promotional Board. This portion of the exam will count for thirty percent (30%) of the candidate's total promotional score.

3) Oral Examination

The purpose of the oral examination is to assess the candidate's leadership skills. The exam will require the candidates to answer questions of the Promotional Board regarding their knowledge and experience in dealing with but not limited to such matters as communication, problem solving, conflict resolution and team building. This portion of the exam will count for twenty-five percent (25%) of the candidate's total promotional score.

4) Engagement and Participation

The purpose of the Engagement and Participation component is to assess the candidate's participation within the Community, within the Corporation and within WFES. This score will be determined based upon the candidate's answers when completing the online Engagement and Participation screener/assessment.

The Promotional Board will review submitted assessments and this portion of the exam will count for fifteen percent (15%) of the candidate's total promotional score.

Upon conclusion of the entire promotional process for all candidates, candidates may request to review any or all examination components of their promotional process to identify opportunities for development.

22.06 Promotion to Training Officer and Chief Training Officer

(a) Eligibility to Compete to Become a Training Officer:

To enter the competition to become a Training Officer, candidates must have:

- Four (4) years as a Full-time First-Class Fire Fighter within the Suppression division of a municipality;
- Successfully completed the following:
 - NFPA 1021 Fire Officer 1
 - NFPA 1041 Fire Instructor 1
- Willingness to achieve the following credentials within twenty-four (24) months:
 - NFPA 1021 Fire Officer 2
 - NFPA 1041 Fire Instructor 2
 - 1521 Incident Safety Officer Certification
- And, must have one of the following, and a willingness to attain the remainder, within twenty-four (24) months:
 - NFPA 1006 Surface Water Rescue – Technician level
 - NFPA 1006 CPVR – Technician level
 - NFPA 1006 Hazmat Mission Specific – Technical Rescuer

The Training Officer examination process, as determined by the Fire Chief or designate, shall be held within sixty (60) days of when a vacancy exists.

(b) Eligibility to Compete to Become a Chief Training Officer:

To enter the competition to become a Chief Training Officer, candidates must have:

- successfully completed the requirements as outlined for Training Officer as per Article 22.06 (a)
- NFPA 1041 Fire Instructor 3

The Chief Training Officer examination process, as determined by the Fire Chief or designate, shall be held within sixty (60) days of when a vacancy exists.

22.07 Promotion to the Rank of Captain – Prevention:

To enter the competition to become a Prevention Captain, candidates must have attained 1st class Fire Prevention Officer for a minimum of three (3) years, as at December 31st in the year prior to the year in which the written examination takes place.

To participate further, candidates will be required to submit to the following:

1) Written Examination

The purpose of the written examination is to assess the candidate's knowledge. This portion of the exam will count for thirty percent (30%) of the candidate's total promotional score.

2) Oral Examination

The purpose of the oral examination is to assess the candidate's leadership skills. This portion of the exam will count for twenty-five percent (25%) of the candidate's total promotional score.

3) Presentation Examination

The purpose of the presentation is to assess the candidate's ability to confidently develop and deliver public safety and education content. This portion of the exam will count for thirty percent (30%) of the candidate's total promotional score.

4) Engagement and Participation

The purpose of the Engagement and Participation component is to assess the candidate's participation within the Community, within the Corporation and within WFES. This score will be determined based upon the candidate's answers when completing the online Engagement and Participation screener/assessment.

The Promotional Board will review submitted assessments and this portion of the exam will count for fifteen percent (15%) of the candidate's total promotional score.

Article 23 – Lay Offs

- 23.01 Should a Lay-off or a consequent organizational demotion of an employee or employees be planned, it is recognized to strike the manner in which the factor of Seniority may apply in other instances, the Seniority shall govern in the event of a Lay-off or organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off, in the case of employees below an Officer rank, it will result in the last employee to be promoted to an Officer rank being the first to be demoted. In the event of a recall, employees shall be recalled in the inverse order of their respective Seniority. Officers shall be restored to their respective former Officer ranks in the inverse order of their demotion from those ranks when organizational needs so dictate. Seniority shall govern only if the employee has the skill and ability to perform the work to be done and is willing to perform that work.
- 23.02 Employees so laid off shall retain, but shall not accrue their Seniority while laid off. Any employee who has been laid off for eighteen (18) consecutive months will lose any previously acquired Seniority and will be re-hired only as a new employee. An employee whose Seniority has been terminated as a result of a Lay-off may be rehired as a new employee but at a classification not greater than previously held.
- 23.03 An employee shall be deemed to have resigned if, after laid off, they fail to acknowledge their availability to work within five (5) days after notice of re-call is issued, excluding Saturdays, Sundays and Statutory Holidays and, further, if they fail to report to work within ten (10) working days after notice of re-call is issued. It is the employee's responsibility at all times to keep the Employer and the Association informed of their correct home address and telephone number.
- 23.04 A number of employees hired on the same day will be retained or laid off, as applicable, by the Chief's evaluation.
- 23.05 Employees laid off may continue Group Life Insurance and Medical coverage, excluding Long Term Disability, with the employee paying 100% of the cost thereof, for a period of up to twelve (12) months.
- 23.06 That such notice will be given by the Employer to such employee to the last known address on file by prepaid First Class Registered mail.

Article 24 – Technology Change

- 24.01 The Employer agrees to meet with the Association ninety (90) days in advance of implementing a technological change. The purpose of the meeting will be to discuss the effect of the technological change on the employee(s). In the event that it is determined by the Employer to change the method of providing fire services as a result of a Technological Change, and it is also considered necessary to displace a regular employee from their job, the Employer, prior to displacing such employee, shall consider the following:
- (a) Relocate the employee to another job in their area of competence provided a position is available;

- (b) Afford the employee the opportunity of retraining at the Employer's cost in an alternate job within a period of one hundred and eighty (180) days, provided such employee is trainable;
- (c) In the event that none of the aforesaid can take place, any lay-off that may have to be actioned, will be done in accordance with Article 25.

Article 25 – Indemnification

25.01 Where an employee charged with a criminal or statutory offence while performing their responsibilities and flowing from their duties and who is acquitted of such charges, the employee shall be reimbursed for any reasonable legal expenses pursuant to The Fire Protection and Prevention Act (Part 12, Article 75).

Article 26 – Permanent Lateral Transfers

- 26.01 Any employee with less than five (5) years of full time service in any division may move to any other division providing the employee meets the requirements for the position. If successful, the employee will be reclassified to the Probationer classification.
- 26.02 Any employee with more than five (5) years of full time service in any division may move to any other division providing the employee meets the requirements for the position, as established by the Employer, will be reclassified to the other division without loss of classification.
- 26.03 Any employee requesting to go to another division will do so in writing to the Fire Chief. The request will be considered if an opening exists or becomes available.
- 26.04 Any employee who requests a change from a non-firefighting division to the firefighting division, after serving one (1) year in the non-firefighting division, will be required to be trained as is in practice for a new Probationary Firefighter.
- 26.05 Experience is credited for years of service within the division in which they are earned.
- 26.06 Officers shall not carry their current rank from one division to another division except for the following conditions:
 - (a) Chief Training Officer/Training Officer wishing to return to the Suppression Division will maintain the rank they held while in the Suppression Division and will continue to advance on the promotional list while in the Training Division
 - (b) Notwithstanding 26.06 (a), should a Training Officer or Chief Training Officer wish to move to the Suppression Division at a rank higher than they held when in the Suppression Division, they may choose to compete in the Suppression Captain or Platoon Chief promotional process

- (c) Notwithstanding 26.06 (a), to be eligible to compete in the Suppression Captain promotional process, a Training Officer or Chief Training Officer must possess a minimum of eight (8) years of experience with WFES, a minimum of three (3) years of which are in the WFES Training Division and a minimum of five (5) years with WFES Suppression Division.
- (d) To be eligible to compete in the Suppression Platoon Chief promotional process, a Training Officer or Chief Training Officer must possess a minimum of fourteen (14) years of experience with WFES, a minimum of five (5) years of which are in the WFES Training Division and a minimum of nine (9) years of experience in the WFES Suppression Division.

26.07 Notwithstanding Article 26.06, employees moving to the Training or Fire Prevention Division shall maintain their Officer Rank.

Article 27 – Human Rights

27.01 The Association agrees to participate in the Employer's attempts to accommodate an individual under the Ontario Human Rights Code, Workplace Safety & Insurance Act, or any rehabilitation program approved under the Long-Term Disability Plan as amended.

Article 28 – Amalgamation

28.01 In the event that the Corporation participates in, or is involved in, any process which may lead to the possibility of amalgamation, consolidation, or merger of the Corporation or all or part of the Fire and Emergency Services with any other entity, or a transfer, disposition, privatization or joint venture in respect of all or part of the Fire and Emergency Services, the Corporation shall communicate with the Association at the appropriate time providing as much detail as possible.

Article 29 – Technician Honorarium

29.01 Shift Trainer Instructors shall receive a \$1,000 honorarium in December after all training obligations have been met. Shift Trainer Instructors shall include Hazmat STI, Fire Ground STI, Auto Extrication STI, Water/Rope STI. Additional specialty shift training instructors may be added at the discretion of the Fire Chief.

29.02 All members certified as CSA-Z94 fit testers for Fire Fighters as designated by the Fire Chief shall receive a yearly honorarium of \$500.00 to be paid on the first pay period in December.

Article 30 – No Contracting Out

30.01 There shall be no contracting out except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency. No work, practices, and/or procedures, currently performed by Whitby Fire Fighters covered by this Agreement shall be performed by another employee of the Corporation or by a person who is not an employee of the Corporation.

Article 31 – Health Spending Trust

31.01 A one-time contribution shall be made by the Corporation for every externally hired probationary employee, upon successful completion of the employee's probationary period, to a WPPFA Health Spending Trust. Responsibility for managing the Trust remains the sole responsibility of WPPFA with no further obligations by the Corporation. The contribution rate as of December 31, 2013 shall be \$10,200 and shall be increased by the same percentage general wage increase included in the Collective Agreement. In exchange, the following adjustments shall be made to the pay scale for firefighters effective January 1, 2014 with the exception of those members hired prior to January 1, 2014 who shall continue to be paid at the existing pay scale.

Class	Existing Pay Scale	Revised Pay Scale (beginning Jan. 1, 2014)
First Class	100%	100%
Second Class	92%	90%
Third Class	83%	80%
Fourth Class	76.5%	75%
Probationary	72.5%	70%

Article 32 – Retirement Language

32.01 In recognition by the parties of the unique bona fide physical and mental requirements of the work in suppression and training, each employee covered by this Agreement shall be retired automatically from service in the Fire Department upon attaining the age of sixty (60) years.

Article 33 – Term of Agreement

33.01 This Agreement shall remain in force and effect from January 1, 2024 to December 31, 2028, and from year to year thereafter, unless within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date, either Party gives written notice of the termination of the Agreement.

33.02 In the event of either Party desiring or proposing any changes or alterations in the Agreement, but not desiring to terminate the Agreement, such Party may give to the other Party not less than thirty (30) days written notice before the expiry date and both Parties shall thereupon negotiate in good faith in respect to the matter with it is proposed to change or alter, and the remaining provisions shall automatically renew themselves as aforesaid.

Schedule “A”

General salary increase to the base First Class Fire Fighter rate:

(a) January 1, 2024: 3.000%

(b) January 1, 2025: 2.265%

(c) July 1, 2025: 3.499%

(d) January 1, 2026: 2.00%

(e) July 1, 2026: 2.00%

(f) January 1, 2027: 1.75%

(g) July 1, 2027: 1.75%

(h) January 1, 2028: 1.50%

(i) July 1, 2028: 1.50%

First Class Fire Fighter	Annual Salary
January 1, 2024	\$112,054
January 1, 2025	\$114,592
July 1, 2025	\$118,602
January 1, 2026	\$120,974
July 1, 2026	\$123,394
January 1, 2027	\$125,553
July 1, 2027	\$127,750
January 1, 2028	\$129,667
July 1, 2028	\$131,612

Schedule “A” Continued – Jan-01, 2024 to Jul-01, 2026

POSITION CLASSIFICATION	ACTUAL SALARY Jan 01, 2024	ACTUAL SALARY Jan 01, 2025	ACTUAL SALARY Jul 01, 2025	ACTUAL SALARY Jan 01, 2026	ACTUAL SALARY Jul 01, 2026
Officer					
% of First Class Rate	132%		133%	134%	
Platoon Chief	\$147,911	\$151,261*	\$157,741	\$162,105	\$165,348
Chief Training Officer					
Chief Fire Prevention Officer					
Training Officer					
% of First Class Rate	118%			120%	
Training Officer	\$132,224	\$135,219	\$139,950	\$145,169	\$148,073
Captain					
% of First Class Rate	118%			120%	
Captain	\$132,224	\$135,219	\$139,950	\$145,169	\$148,073
Captain (Fire Prevention)					
First Class					
First Class Rate	100%				
Fire Fighter	\$112,054	\$114,592	\$118,602	\$120,974	\$123,394
Fire Prevention Officer					
Second Class					
% of First Class Rate	90%				
Fire Fighter	\$100,849	\$103,133	\$106,742	\$108,877	\$111,055
Fire Prevention Officer					
Third Class					
% of First Class Rate	80%				
Fire Fighter	\$89,643	\$91,674	\$94,882	\$96,779	\$98,715
Fire Prevention Officer					
Fourth Class					
% of First Class Rate	70%				
Fire Fighter	\$78,438	\$80,214	\$83,021	\$84,682	\$86,376
Fire Prevention Officer					
Probationary					
% of First Class Rate	60%				
Fire Fighter	\$67,232	\$68,755	\$71,161	\$72,584	\$74,036
Fire Prevention Officer					

The above salary schedules are based on the negotiated percentage increases.

*Increase to \$152,407 (133%) effective the date of ratification, June 26, 2025

Schedule “A” Continued – Jan-01, 2027 to Jul-01, 2028

POSITION CLASSIFICATION	ACTUAL SALARY Jan 01, 2027	ACTUAL SALARY Jul 01, 2027	ACTUAL SALARY Jan 01, 2028	ACTUAL SALARY Jul 01, 2028
Officer				
% of First Class Rate	135%			
Platoon Chief	\$169,497	\$172,463	\$175,050	\$177,676
Chief Training Officer				
Chief Fire Prevention Officer				
Training Officer				
% of First Class Rate	120%			
Training Officer	\$150,664	\$153,300	\$155,600	\$157,934
Captain				
% of First Class Rate	120%			
Captain	\$150,664	\$153,300	\$155,600	\$157,934
Captain (Fire Prevention)				
First Class				
First Class Rate	100%			
Fire Fighter	\$125,553	\$127,750	\$129,667	\$131,612
Fire Prevention Officer				
Second Class				
% of First Class Rate	90%			
Fire Fighter	\$112,998	\$114,975	\$116,700	\$118,451
Fire Prevention Officer				
Third Class				
% of First Class Rate	80%			
Fire Fighter	\$100,442	\$102,200	\$103,734	\$105,290
Fire Prevention Officer				
Fourth Class				
% of First Class Rate	70%			
Fire Fighter	\$87,887	\$89,425	\$90,767	\$92,128
Fire Prevention Officer				
Probationary				
% of First Class Rate	60%			
Fire Fighter	\$75,332	\$76,650	\$77,800	\$78,967
Fire Prevention Officer				

The above salary schedules are based on the negotiated percentage increases.

Schedule "B"

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	24			24			
Week 2					24		24
Week 3			24			24	
Week 4		24					

August 28, 1999

This letter confirms the substance of the understanding reached between the respective Negotiating Committees which took place on Thursday, August 27th, 1998.

Letter of Intent

A continuing review, by the JOHS Committee of safety equipment, practices, protective clothing and uniforms, shall strive to establish standards that make reference to the established standards of the National Fire Protection Association (NFPA).

Initialed Date: September 2nd, 1998

**Whitby Professional Fire Fighters
Association, Local 2036**

Corporation of the Town of Whitby

Initialed By:

Initialed By:

Ron Haines
Mike Pfeiffer
Jeff Dinsmore
Janice Laswick

Drew Armstrong
Kent MacCarl
Anthony VanDoleweerd

September 2, 1998

This letter confirms the substance of the understanding reached between the respective Negotiating Committees which took place on Thursday, August 27th, 1998.

Letter of Intent

The Bunker Suits shall conform to N.F.P.A. 1971, and C.G.S.B. current editions. The outer shell shall consist of 7.5 ounce P.B.I. or better. The moisture barrier shall be Gore-Tex or better. The Union will withdraw the Letter of Intent that requires Bunker Suits that conform to or exceed the Project Fire Standard, as certified by the end of 1990, as dated February 12, 1990.

Initialed Date: September 2nd, 1998

**Whitby Professional Fire Fighters
Association, Local 2036**

Corporation of the Town of Whitby

Initialed By:

Initialed By:

Ron Haines
Mike Pfeiffer
Jeff Dinsmore
Janice Laswick

Drew Armstrong
Kent MacCarl
Anthony VanDoleweerd

Memorandum of Agreement

Between:

**The Corporation of the Town of Whitby
(the “Employer”)**

And

**The Whitby Professional Fire Fighters’ Association, Local 2036,
of the International Association of Fire Fighters (IAFF)
(the ‘Association)**

Re: Vacation Picking Process Upon Return from Leave

Whereas the Employer and the Association began bargaining a renewal collective agreement in March of 2025;

And Whereas the parties agreed to new language in Article 5.02 on June 5, 2025, regarding the procedure for vacation picking for employees returning from an occupational or non-occupational leave of absence and who were unable to participate in the annual vacation picking process;

And Whereas the parties identified that the new language did not address situations where the individual was able to participate in the annual vacation picking process, however, due to unforeseen circumstances, the individual was on leave during the period when the original picks would have occurred.

Therefore, the parties wish to clarify and agree:

1. To the procedures outlined in the attached, titled **Appendix A**.

The terms and conditions of this agreement are made without prejudice or precedent to any other matter between the parties and cannot be used in relation to any other matter. Furthermore, nothing in the foregoing prevents either party from raising this issue again in collective bargaining.

Dated at Whitby, Ontario this 10th Day of December 2025

For the Association

Signed By:

Jonathan Friel, President

Josh Girard, Vice President

For the Employer

Signed By:

Jacqueline Long,
Head of Organizational Effectiveness

Michael Hickey, Fire Chief

Appendix A to Memorandum of Agreement titled ***Vacation Picking Process Upon Return from Leave***

The following would be for all situations where the individual was able to participate in the annual vacation picking process, however due to unforeseen circumstances, the individual was on leave during the period when the original vacation picks would have occurred. For clarity, the individual's leave began and ended within the same calendar year and after the vacation picks process for that year was completed (with the exception of the Modified-Long Term scenario below). The following applies to Suppression.

Type of Absence/Modified Work	Vacation Picking Upon Return from Leave	What happens to the Calendar
Occupational leave	▪ In recognition of established/past practice, upon return from leave, the individual may choose any spot in the calendar, with the exception of statutory holidays, to re-schedule their vacation that did not occur due to their leave. ▪ Prior to the occupational leave, if the member had previously scheduled vacation or lieu days on a statutory holiday, upon their return they could pick any spots including statutory holidays.	▪ Fire management will open spots in the calendar until the next date of assessment or the confirmed return to leave date. ▪ Next date of assessment and confirmed return to leave date, via WSIB, will be communicated to Fire management by HR
Non-occupational leave May include any job protected leave under ESA, including but not limited to sick leave, parental leave.	▪ Upon return from leave, the individual may choose open spots in the calendar to re-schedule their vacation that did not occur due to their leave.	▪ Fire management will keep the spots closed in the calendar.
Modified-Long Term These would be situations where the individual is effectively removed/transferred from the platoon. An example is a pregnant FF who, with supporting FAF, is taken off the trucks for the duration of their pregnancy and will not return prior to their pregnancy/parental leave.	▪ Not applicable	▪ Fire management will open spots in the calendar for the duration of the individuals leave or the start of the next vacation picking cycle, whichever occurs first.

Type of Absence/Modified Work	Vacation Picking Upon Return from Leave	What happens to the Calendar
Modified-Short Term These would be situations where the individual is effectively removed/transferred from the platoon for a limited, known, period of time within the calendar year.	▪ Not applicable	▪ Fire management will open spots in the calendar until the next confirmed assessment date.