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COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON

(hereinafter referred to as the "the CORPORATION")

OF THE FIRST PART

– and –

BURLINGTON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION, LOCAL 1552, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(hereinafter referred to as the "the ASSOCIATION")

OF THE SECOND PART

FOR THE TERM January 1, 2025 – December 31, 2026

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Table of Contents

ARTICLE 1 — SCOPE AND RECOGNITION 1
ARTICLE 2 — ASSOCIATION MEMBERSHIP DUES 3
ARTICLE 3 — MANAGEMENT RIGHTS 4
ARTICLE 4 — DISCRIMINATION AND COERCION 7
ARTICLE 5 — HOURS OF WORK 7
ARTICLE 6 — VACATIONS 13
ARTICLE 7 — STATUTORY AND DECLARED HOLIDAYS 17
ARTICLE 8 — HEALTH AND WELFARE 18
ARTICLE 9 — UNIFORMS AND EQUIPMENT 27
ARTICLE 10 — GRIEVANCE PROCEDURE 28
ARTICLE 11 — DISCHARGE CASES 30
ARTICLE 12 — ARBITRATION 30
ARTICLE 13 — REMUNERATION 31
ARTICLE 14 — PROMOTIONS 35
ARTICLE 15 — LEAVE OF ABSENCE 44
ARTICLE 16 — WITNESS SERVICE 45
ARTICLE 17 — GENERAL PROVISIONS 47
ARTICLE 18 — DURATION 47
APPENDIX “A” – RETIREE BENEFITS 50
APPENDIX “B” – LETTER OF INTENT 51

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "C" 52
APPENDIX “D” – KILBRIDE STAFFING 54
APPENDIX “E” – OMERS 55
APPENDIX “F” – ON SHIFT MODIFIED 56
APPENDIX “G” – PERFORMANCE EVALUATIONS 57
APPENDIX “H” – SAFETY OFFICER 58
APPENDIX “I” – TESTING 64
APPENDIX “J” - RETIREMENT 65
APPENDIX “K” – BENEFIT CLASSES 66
APPENDIX “L” – PARENTAL LEAVE TOP UP 67
APPENDIX “M” – PHYSICIAN STATEMENT 68

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

ARTICLE 1 — SCOPE AND RECOGNITION

1.01 The Corporation recognizes the Association as the exclusive Bargaining Agent for all Firefighters, Public Safety Telecommunicators, Members of the Fire Prevention, Mechanical and Training Divisions of the Burlington Fire Department in accordance with the Fire Protection and Prevention Act 1997 (FPPA) with the exception of the Fire Chief, and three (3) Deputy Fire Chiefs, one (1) Administrative Assistant to the Fire Chief and three (3) other exclusions to be named by management.

Note: In this clause and subsequent clauses Firefighters' means all members of the Suppression Division with the exception of Probationary Firefighters.

1.02 All employees recognized in Article 1.01 shall be required to serve a probationary period of twelve (12) months before being confirmed as full-time employees. During this probationary period they will not be covered under the grievance procedure established in this Agreement nor in other clauses of the Agreement except where specifically mentioned. For the purpose of seniority, a probationary employee confirmed as a full-time employee will have their seniority date established from their date of employment. **When recruits start employment on the same day, seniority order shall be randomly assigned.**

1.03 (a) In determining an employee's length of service for seniority purposes, computation shall begin on the date that the employee began work as a full-time firefighter with the Corporation. Former employees re-entering the service after continuity of service has been broken, shall be considered new employees, and seniority shall start as of the date they re-enter service.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(b) Seniority shall be used in determining preference or priority for promotions (as provided for in Article 14), demotions (occasioned by lay-offs), vacations, lay-offs and recalls.

1.04 (a) When demotions are necessitated for a specific rank above the rank of first class due to layoffs or restructuring their length of service in said rank will determine their seniority.

(b) Should the above prove equal, then the class shall prevail. Individual's seniority in the rank directly below their present rank but above the rank of first class.

(c) Should (a) and (b) prove equal or non-applicable, then the individual's seniority in the Captains Acting Status List (referred to in Article 14.04) shall prevail.

(d) Should (a), (b) and (c) prove equal, then the individual's seniority on the Department's Seniority List shall prevail.

1.05 Nothing in this Agreement shall be interpreted as applying to volunteer firefighters or to the operation of the Volunteer **firefighters**.

1.06 Except in the case of an emergency, and except to the extent of current practice, including current practice as it relates to volunteer firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any employee or other person not so covered. Volunteers will only be staffed at Station 5 Kilbride. Volunteer Firefighters may be used in a support role within urban area.

1.07 Personal Information

(a) The Association will be copied on all correspondence written by the city to an employee regarding discipline and any return-to-work correspondence.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(b) When an employee is required to meet with senior officers of the Fire Department or the Corporation **or a third party as appointed by the Department or Corporation** in circumstances where formal discipline could result, the Association President or designate will be notified and permitted to attend **and represent the member**.

(c) All employees must be given a copy of any notation or letter of a disciplinary nature that is placed in their personnel file.

(d) Upon request and within a reasonable timeframe, all employees shall be allowed to view their personnel file in accordance with the provisions of the Municipal Freedom of Information Act. This shall occur under the observation of the **CHRO** or designate.

1.08 **Any seniority employee within the Bargaining Unit selected to any position not subject to this Agreement shall, after one hundred and four (104) consecutive weeks on the job lose all rights of seniority except for pension and vacation purposes. If the employee returns to the Bargaining Unit within the one hundred and four (104) consecutive weeks, they will retain all rights including seniority accrued while out of the Bargaining Unit. Staffing shall not be negatively impacted by secondment for the purposes of vacation and/or paid leave.**

ARTICLE 2 — ASSOCIATION MEMBERSHIP DUES

2.01 All members of the bargaining unit recognized under Article 1.01 shall authorize the deduction of monthly Association dues on a form supplied by the Corporation. Such authorization shall be irrevocable during the term of this Agreement. The members in the Divisions identified shall be required to pay Association monthly dues on completion of their probationary period of employment. Probationary employees who are not covered under the Collective Agreement (as per Article 1.02) can

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

have the equivalent of union dues deducted. This waiver does not supersede Article 1.02 of the Collective Agreement.

2.02 The Corporation will, upon written authorization of the Association, deduct dues and assessments in the amount authorized by the Association, from the regular pay cheques and a cheque for the total amount accumulated shall be forwarded to the Treasurer of the Association on or before the 15th of the month following.

2.03 The Association indemnifies and saves harmless the Corporation from any action which may arise from the application of the articles speaking to Association membership dues.

ARTICLE 3 — MANAGEMENT RIGHTS

3.01 The Association recognizes that it is the exclusive function of the Corporation to direct the workforce, including the right to direct, plan and control working operations, the right to hire, classify, transfer, promote, demote, dismiss employees and the right to introduce new and improved facilities and methods to improve the efficiency of the Fire Department, subject to the express provisions of this agreement. The Association recognizes the right of the Corporation to make and alter rules and regulations to be observed by the employees provided such rules do not contravene the provisions of this Agreement.

3.02 The **labour management** committee shall be composed of up to four (4) representatives of management and **five (5) representatives from the Association** as appointed by the Association Executive and **two (2)** representative from Human Resources. The purpose of the committee shall be to discuss problems of mutual interest. This committee shall not have any of the duties of a negotiation or grievance committee established under this Agreement. The committee shall meet on schedule as mutually agreed to by the Association and

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Management. Agenda items shall be exchanged by both parties one week in advance of every regular meeting. A copy of all such agendas will be sent to the Director of Human Resources or designate.

3.03 (a) If service restructuring or technological change**, including the use of artificial intelligence (AI).** compels a reduction in complement of the Fire Department, consultation shall occur between the Corporation and the Association with a view to minimizing force reductions and developing a program of re-training and re-deployment to maintain constructive employment for all employees.

In the event the corporation considers consolidating, merging or amalgamating all or a portion of the fire service with any other department or organization, the employer will ensure full disclosure at the earliest opportunity to the Association.

Within 15 days after the City makes the decision to introduce or implement substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall make disclosure to the Association of the effects of the change(s) on any employee(s).

Any termination of employment occasioned by service restructuring or technological change shall only occur after the Association and employee(s) concerned has been given ninety (90) days' written notice.

(b) New Classification or Position

Where a new classification, secondment or new position is created notice shall be posted in each full-time division of the fire department. The pay for such classification or position shall be agreed upon by the Employer and the Association. The Employer shall give the association minimum of fourteen days (14) days' notice of such posting.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

3.04 (a) Staffing of Apparatus

Minimum staffing of Emergency Response Vehicles shall consist of the following (Excludes Support Vehicles):

- Aerial/**Ladder**: 1 Captain & **3** Firefighters
- Engine: 1 Captain & 3 Firefighters
-
- Rescue: 1 Captain & 2 Firefighters (July 2023 Recruit Grad)
- Pump/Rescue: 1 Captain & 3 Firefighters
- Quint: 1 Captain & 3 Firefighters

Plus one (1) Platoon Chief on duty for every shift and,
One (1) Safety Officer on duty for every shift (trial as per MOU).

(b) The Corporation will maintain a minimum number of on-duty personnel at a level of not less than thirty-six (36) personnel each shift.

All in service Emergency Response Vehicles will be staffed in accordance with Article 3.04 (a). *Pending Council approval in 2024 of four (4) new firefighters, the aerial will increase to three (3) firefighters and the total minimum staffing will go to thirty-seven (37). In the event that the Platoon Chief cannot staff to a minimum as stated above and once all efforts are exhausted to staff the vacancy with overtime, the union shall not grieve this.

3.05 The employer agrees to indemnify all employees of the Fire Department and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties excluding wilful and malicious damage. Legal counsel, when required, will be provided by the employer.

3.06 Where an employee is charged with a criminal or statutory offence directly related to their duties, while on duty, the said employee shall be provided with legal services.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

ARTICLE 4 — DISCRIMINATION AND COERCION

4.01 The parties agree that there shall be no discrimination or intimidation exercised or practiced by either of them or their representatives or members because of an employee's participation or activity in the Association. There shall be no solicitation for membership or other Association activity on the Corporation premises without the written authorization of the Fire Chief.

ARTICLE 5 — HOURS OF WORK

5.01 **Suppression Division:** Firefighters shall be required to work on a four (4) platoon system, consisting of twenty-four (24) hour shifts with an average of not more than forty-two (42) hours per week. No Fire fighter assigned to a twenty-four (24) hour shift may work more than four (4) hours either prior to or at the end of their shift. Employees assigned to a twenty-four (24) hour shift schedule must have a break of twenty (20) hours minimum between shifts. Twenty-four (24) hour shifts start and end at 7:00 a.m.

(a) For the purposes of the twenty-four (24) hour shift schedule, all leave entitlements will be converted to hours. For example, as referenced in the Collective Agreement, one (1) vacation day is equal to twelve (12) hours of vacation.

(b) A "day" with respect to sick, vacation, bereavement (to plan and attend funeral) etc. or as referenced in the Collective Agreement:

I. Vacation one shift (24 hours) is equal to two days.

II. One sick day equals 12 hours, full shift equals 24-hours or 2 sick days.

III. One bereavement (to plan and attend a funeral) day equals 12 hours, full shift equals 24 hours or 2 bereavement days.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

IV. One lost time day equals 12 hours, full shift equals 24 hours or 2 lost time days.

V. Discipline – 1 day suspension equals 12 hours, 2 days suspension equals 24 hours

VI. Banked time – 1 lieu day equals 12 hours.

VII. Association leave – 1 day equals 12 hours, full shift is 2 days.

(c) The Department may require employees to move from the 24-hour shift schedule to straight days, for training purposes, for up to ninety-six (96) hours per calendar year. Minimum forty-five (45) calendar days notice shall be given for the affected employee. An employee may be scheduled for subsequent weeks when mutually agreed upon by the Fire Chief (or designate) and the Association. Should an incident arise that is of an urgent nature, not limited to but including health and safety, the parties agree that the individual(s) can be reverted to days to immediately deal with the issue (these hours will not be included in the 96 hours listed above). Should an employee be reverted to days as per the above, they will receive the appropriate time off to ensure they work no more than 48 hours in a given week. **This will apply to staff attending training or needing remedial support.**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

When crews are required to come off their 24 hour shift to attend a course or training, the following chart shall apply:

Course Length Days (Hours)	Work Status	24Hr Shift Schedule If the course date(s) fall on these work days then follow directions below.			
1-Day (4/8hrs)		Mon/Thu	Tue	Wed/Sat	Fri/Sun
	On Duty	Attend & return to duty			
	Off Duty	Attend & earn O.T.			
2-Day (16hrs)		Mon/Thu	Tue	Wed/Sat	Fri/Sun
Course schedule Mon/Thu over 4-weeks	On Duty	Attend & return to duty	N/A	N/A	N/A
3-Day (24hrs)		Mon/Thu	Tue	Wed/Sat	Fri/Sun
Course schedule Wed to Fri	On Duty	Work 24hr Mon, off 24hr Thu, in lieu of attending Wed-Fri course	Off 24hr Tue, in lieu of attending the Wed-Fri. course	Off 24hr Wed, attend the Wed-Fri course, then return to work for 24hr Sat	Off 24hr Friday, attend the Wed-Fri course, return to work for 24hr Sun
4-Day (32hrs)		Mon/Thu	Tue	Wed/Sat	Fri/Sun
Course schedule Mon to Thu	On Duty	Off 24hr Mon, return to 24hr Thu after course ends	Off 24hr Tue, earns 8hrs O.T	Off 24hr Wed, earns 8hrs O.T returns to work for 24hr Sat	Off 24hr Fri, earns 8hrs O.T returns to work for 24hr Sun
5-Day (40hrs)		Mon/Thu	Tue	Wed/Sat	Fri/Sun
Course schedule Mon to Fri	On Duty	Off 24hr Mon & 24hr Thu	Off 24hr Tue, earns 16 O.T	Off 24hr Sun prior @ 2000hrs. Off 24hr Wed, returns to to work for 24hr Sat	Off 24hr Fri, earns 16 O.T returns to work for 24hr Sun

(d) Firefighters working a 24-hour shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advanced poll or, vote online if available.

5.02 **Fire Prevention Division:** The positions of the Fire Prevention Officer, Public Education Officer and Fire Prevention Inspector shall work for (4) consecutive days per week consisting of ten (10) hours per day for a total of forty (40) hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operational requirements, personnel may be required to work five (5) consecutive days per week consisting of eight (8) hours per day for a total of forty (40) hours per week.

(a) **Chief Fire Prevention Officer:** shall work five (5) days per week, consisting of eight (8) hours per day, for a total of forty (40) hours per week.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(b) **Training Division:** The position of Training Officer shall work four (4) consecutive days per week consisting of ten (10) hours per day for a total of forty (40) hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operational requirements, personnel may be required to work five (5) consecutive days per week consisting of eight (8) hours per day for a total of forty (40) hours per week. Given the nature of their duties, personnel in the Training Division will be required, from time-to-time, to work flexible hours (i.e. Volunteer training).

(c) **Communications Division:** The position of the Public Safety Telecommunicator shall be required to work on a two (2) platoon system, consisting of two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts with an average of not more than forty-two (42) hours per week. Communications shift minimum staffing will not go below two (2) telecommunicators. **Day shift will start at 05:30 hours and night shift will start at 17:30 hours.**

(d) **Public Safety Communications Supervisor:** The position of Public Safety Communications Supervisor shall work five (5) days per week, consisting of eight (8) hours per day, for a total of forty (40) hours per week. Given the nature of this work, personnel in this position will be required, from time-to-time, to work flexible hours.

(e) **Mechanical Division: Positions in the Mechanical Division shall work four (4) days per week consisting of ten (10) hours per day for a total of forty (40) hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operational requirements, personnel may be required to work five (5) consecutive days per week consisting of eight (8) hours per day for a total of forty (40) hours per week.**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(f) Fire Divisions Associates shall work four (4) consecutive days per week, consisting of 8.75 hours per day for a total of 35 hours per week. The intent of this article is to provide work schedules to ensure the operational requirements of the division are met. To meet these operation requirements, personnel may be required to work five (5) consecutive days per week consisting of seven (7) hours per day for a total of 35 hours per week.

(g) Prevention Division On-Call: On-Call will be paid to eligible personnel (Officer, CFPO) who participate in the On-Call rotation on Weekends and Holidays. On-Call will be paid at a rate of 10% or 0.1xh/wage per hour the employee is required to standby, at the FPI rate.

Call-out is 3 hour minimum, however, you don't earn standby hourly during this time

This is not mandatory for current prevention staff. It will be mandated going forward for new hires in prevention, others are optional to participate.

(h) Mechanical Division On-Call: On-Call will be paid to eligible personnel (Mechanic, CMO) who participate in the On-Call rotation on Weekends and Holidays. On-Call will be paid at a rate of 10% or 0.1xh/wage per hour the employee is required to standby, at the Mechanic rate.

Call-out is 3 hour minimum, however, you don't earn standby hourly during this time

This will be mandated going forward for new hires.

5.03 All overtime authorized by management or by the officer in charge and worked shall be compensated by either time and one-half off or

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

additional pay at the rate of one and one-half times the regular rate of pay, the choice to be that of the individual employee. For purposes of this clause only, overtime periods of over fifteen (15) minutes shall be logged as overtime. Overtime worked to replace an employee absent on a regular shift shall be paid at time-and-one-half or lieu time at time-and-one-half at the option of the employee.

(a) Lieu time for firefighters shall be subject to scheduling by the Officer in charge.

(b) **Banked Time:** A firefighter may bank up to a maximum of 192 hours in a lieu time bank. The lieu time used must not create any overtime costs for the Corporation. The use of the lieu time will be in accordance with rules established by the Fire Chief, in consultation with the Association. Under no circumstances will any lieu time hours banked be paid out in cash. If a firefighter leaves the employment of the Corporation for whatever reason but not including death or disability, any lieu time remaining in their bank will be forfeited.

5.04 A firefighter recalled to work by the Fire Chief, Deputy Fire Chief(s) or Officer in charge after having left the premises shall be paid a minimum of three (3) hours at the rate of time and one-half.

5.05 Requests for shift changes shall be considered in accordance with the policies established by the Fire Chief, in consultation with the Association.

5.06 A firefighter who volunteers and is approved to attend **a Burlington Fire Department posted and/or sanctioned** any training activity outside of the normal scheduled work time will be compensated at the rate of time and a half. **This does not include SEAB courses**. A firefighter who volunteers to instruct any training activity outside of the normal scheduled work time will be compensated at the rate of time and a half.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Should the individual(s) instructing be an on-shift training instructor as designated in Article 13.06 they shall be compensated at the equivalent **to the differential of a Training Officer**. **If the department runs an officer training course, this is voluntary and will be compensated at straight time only.**

5.07

Should an individual have bank time; they can use it either by way of guarantee at vacation pick time or they can request bank usage through **the** Platoon Chief. Should the request require overtime to cover, the individual will have the option to use the amount of time equivalent to that of the overtime.

If individual requests 24 hours bank time and over time is required, they owe 36 hours. Overtime must be confirmed, should overtime not be available bank time will be denied. This would be limited to two (2) people per platoon.

ARTICLE 6 — VACATIONS

6.01 Vacation must be taken as a full shift (24 hours or otherwise depending on the employee's regular schedule)

(a) In the calendar year an employee is hired, their vacation shall be calculated based on the number of months left in the year. For the purpose of this calculation the month of hire is included. Vacation time calculated will be rounded to the nearest whole number as identified in "Chart C" attached.

(b) An Employee who has one (1) year of continuous service, but less than ten (10) years of continuous service shall be granted: For suppression firefighters 144 hours of vacation, which translates into 24 hours / 144 = 6 days or 3 weeks. For those divisions working 12-hour shifts (communications) they shall be grated 144 hours vacation, which

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

translates into 12 hours / 144 = 12 days or 3 weeks. For those divisions working 10-hour days or 8 hours days that will translate into 3 weeks.

(c) An employee who has ten (10) years of continuous service, but less than fifteen (15) years of continuous service shall be granted 192 hours of vacation. For suppression firefighters 192 hours of vacation, which translates into 24 hours / 192 = 8 days. For those divisions working 12-hour shifts (communications) they shall be granted 192 hours vacation, which translates into 12 hours / 192 = 16 days. For those divisions working 10-hour days or 8 hours days that will translate into 4 weeks.

(d) An employee who has fifteen (15) years of continuous service, but less than twenty (20) years of continuous service shall be granted 240 hours of vacation. For suppression firefighters 240 hours of vacation, which translates into 24 hours / 240 = 10 days. For those divisions working 12-hour shifts (communications) they shall be grated 240 hours vacation, which translates into 12 hours / 240 = 20 days. For those divisions working 10-hour days or 8 hours days that will translate into 5 weeks.

(e) An employee who has twenty (20) years or more of continuous service shall be granted 288 hours of vacation. For suppression firefighters 288 hours of vacation, which translates into 24 hours / 288 = 12 days. For those divisions working 12-hour shifts (communications) they shall be grated 288 hours vacation, which translates into 12 hours / 288 = 24 days or 6 weeks. For those divisions working 10-hour days or 8 hours days that will translate into 6 weeks.

(f) An employee with twenty-five (25) years of service shall receive an additional 48 hours of vacation in that year only. For suppression this translates into 48 hrs / 24 = 2 days. For those divisions working 12-hour shifts (communications) this translates into 48hrs / 12 = 4 days vacation. For those divisions working 10-hour days or 8 hours days that will translate into 1 week in that year only.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Chart C: Vacation Entitlement in First Year of Employment

# of hours vacation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Suppression (24 hours)	96	96	72	72	48	48	48	48	24	24	24	0
Communications (12 Hours)	8 Days	8 Days	6 Days	6 Days	4 Days	4 Days	4 Days	4 Days	2 Days	2 Days	2 Days	0
Day staff (10 Hrs.)	8 Days	8 Days	6 Days	6 Days	4 Days	4 Days	4 Days	4 Days	2 Days	2 Days	2 Days	0
Day Staff (8 Hrs)	10 Days	10 Days	8 Days	8 Days	5 Days	5 Days	5 Days	5 Days	3 Days	3 Days	3 Days	0

6.01.1 Newly hired suppression firefighters must use all of their first year vacation entitlement prior to starting on the 24/7 shift schedule.

6.01.2 An employee's vacation pay shall be based on their standard basic rate of pay.

6.01.3 For those persons who are not eligible for the provision of article 7.01, if a paid holiday is observed during the employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

6.01.4 The Fire Chief shall allocate vacation period. In allocating vacation periods, the Fire Chief shall have regard to the exigencies of the service, then to the wishes of the individual employee and their length of service in the Fire Department.

6.02 (a) An employee shall not have the right to accumulate vacation and shall be required to take their vacation prior to December 31st in any year. For purposes of this clause, a continuous vacation period may be commenced up to and including December 31st.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(b) Should a carryover of vacation be required as a result of personal illness and/or injury, it must be re-scheduled on the first shift back to work and must be taken by March 31st.

(c) Should a carryover of vacation be required as a result of personal illness and/or injury that extends past March 31st of the following year, it must be re-scheduled on the first shift back to work and must be taken prior to December 31st of that vacation year.

(d) Vacation carryover will only be considered if there is no other available time prior to December 31st of that year.

6.03

(a) No vacation time shall be lost as a result of sick leave of up to six (6) months' duration or an accident or occupational illness covered by award of the Workplace Safety and Insurance Board incurred in the performance of duty. Vacation will not be cancelled for minor illness that is 2-24 hours or less or 5 days / 1 week or less for non-suppression staff.

(b) It is recognized that an employee who is awarded a Workplace Safety and Insurance Board pension and ceases to be an employee shall not accumulate vacation leave entitlement.

6.04 Firefighters assigned to the Fire Prevention Division, Training Division, Mechanical Division and Communications Division shall receive the equivalent of their normal workweek for each week of vacation to which they are entitled.

6.05 If the Fire Chief is notified by September 29th of the year prior to retirement, an employee will be eligible for a maximum of up to six (6) weeks vacation in their retirement year. Following notification of retirement by September 29th the individual must sign all retirement

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

documentation by December 1st of that same year. Should the documentation not be completed and signed by December 1st, the individual may lose the eligibility to take up to six (6) weeks' vacation in their retirement year. Of the six (6) weeks the maximum cash payout in their retirement year will be three (3) weeks.

ARTICLE 7 — STATUTORY AND DECLARED HOLIDAYS

7.01 In lieu of statutory and declared holidays, each Suppression Firefighter, including Probationary, and Public Safety Telecommunicator shall receive fourteen (14) days' pay in each calendar year at the rate of straight time.

7.02 In addition to the holidays specified in 7.01 above, special holidays proclaimed by the Mayor and/or any other senior level of Government (Provincial or Federal) shall be paid on the same basis as in 7.01 above.

7.03 Firefighters and Public Safety Telecommunicators (including Probationary) commencing employment during the calendar year shall receive holiday pay based on the number of holidays remaining in the year they commenced employment.

7.04 Payment shall be made on the basis of the employee's rate of pay as of December 1st in the year concerned and the number of working days in the year.

7.05 For the purposes of calculating payment under 7.02, 7.03 or 7.04, the following list of holidays shall be used:

New Year's Day	**Labour Day**
Family Day	**Thanksgiving Day**
Good Friday	**Remembrance Day**
Easter Monday	**Christmas Eve**
Victoria Day	**Christmas Day**
Canada Day	**Boxing Day**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Civic Holiday **Truth and Reconciliation Day**

7.06 An employee assigned to the Fire Prevention Division, Training Division or Mechanical Division will be granted holidays with pay on the day they occur provided they fall on a regularly scheduled work day and provided the employee is in attendance the required shift immediately before and after the said holiday.

7.07 An employee on pregnancy or parental leave will not accrue statutory or declared holidays or lieu days during the period of absence, but will accrue seniority, sick leave credits and vacation credits.

ARTICLE 8 — HEALTH AND WELFARE

8.01

(a) Employees shall be entitled to sick leave according to the following schedule:

Under three (3) completed months service:	48 hours fully paid sick leave per completed month of service;	
After three (3) completed months service:	(a)	48 hours fully paid sick leave per completed month of service, plus
	(b)	Two-thirds (2/3) pay for sufficient weeks that when combined with the entitlement earned in (a) above, will total 720 hours.
After eight (8) completed months service:	(a)	48 hours fully paid sick leave per completed month of service, plus
	(b)	48 hours per completed month of service at two-thirds (2/3) pay to a maximum of 480 hours.
After twelve (12) completed months	768 hours fully paid sick leave, plus 480 hours sick leave at two-thirds (2/3) pay.	

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

service:

Sick leave shall be administered on a calendar year basis and shall be renewed annually on January 01, providing the employee is actively at work or on authorized vacation leave on the employee's first regularly scheduled working day in the new calendar year. For the purpose of this clause, any illness which extends into another calendar year shall be considered as an illness in the year in which it commenced, and any new entitlement will not be available until the employee has returned to work for **3 months of satisfactory attendance (*satisfactory attendance* defined as *no more than* 1 shift *missed* for suppression and *no more than* 2 days *missed* for non-suppression staff). This is regardless of whether it is a new illness/disability or a reoccurrence.**

Should, in a calendar year, an employee who has over twelve (12) completed months service and thus entitled to full sick leave coverage 16 weeks full pay, plus l0 weeks at 2/3 pay (768 hours at full, plus 480 hours at 2/3 pay for employees in the Suppression Division) exhaust his sick leave entitlement the Corporation will ensure a further fifteen (15) weeks (720 hours for employees in the Suppression Division) of sick leave at two-thirds (2/3) pay up to the maximum of the current Unemployment Insurance benefit on the following basis:

Sick leave entitlement will re-roll after 3 months of satisfactory attendance (**satisfactory attendance** defined as **no more than** 1 shift **missed** for suppression and **no more than** 2 days **missed** for non-suppression staff). This is regardless of whether it is a new illness/disability or a reoccurrence.

Until their claim is approved by the WSIB, employees claiming WSIB shall be paid the equivalent amount of time to what they have available for sick time.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Employees claiming sick pay under this clause may be required to supply a physician's statement and the Corporation shall pay to a maximum of $**100**(**one hundred**) per request.

An employee who does not report to work because of illness will be recorded as sick leave in twelve (12) hour increments (one (1) twenty-four (24) hour shift equals two (2) sick days). If an employee's illness improves, they may return to work for the last twelve (12) hours of their shift.

To clarify, as per current protocol if an employee becomes ill during a shift the actual number of hours worked and actual number of hours sick will be recorded.

We are going to reinstitute attendance management meetings. Two tiers, tier one is those who need a bit of extra monitoring and support and tier two is those who have no concerns.

- Attendance management will be reviewed every 6 months.
- Those in tier one will be identified by being more than 1.5x the fire average # of sick incidents.
- A Deputy Chief, Association Executive Board Member and Human Resources may all be present for these meetings with staff.
- Those who are tier one, will be required to supply a PS for all absences until they are below the 1.5x average.
- Anyone who calls in sick, will be moved to the bottom of the list for overtime call out, until they return for 1 regularly scheduled shift.
- language in CA needs to reflect the grievance resolve – "Employees claiming sick pay under this clause generally will be required to supply a physician's statement…"

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

- Mental health related illnesses will generally be referred to OSI, the city's third-party medical provider

8.01

(b) The parties recognize that any unemployment insurance premium reduction accruing to the Corporation as a result of the sick leave plan shall remain entirely with the Corporation.

8.02

(a) Employees off duty temporarily due to an accident or occupational disease, compensable under the Workplace Safety and Insurance Act, shall be paid full salary, not to exceed the employee's pre-injury net bi-weekly pay, during such period to the limit of their sick leave eligibility. (Application as per Agreement signed June 14, 1991, covering one (1) year duration, cost calculation for sick leave and top-up, etc.).

(b) This clause will not be applicable if the employee has not promptly reported the accident and complied with any request for information by the Workers' Compensation Board.

8.03

(a) The Corporation will pay 100% of the premium costs of the following benefits:

I. Ontario Health Insurance Plan (O.H.I.P.).

II. Group life insurance at a benefit rate of 2 times annual salary with A.D. and D. The Corporation to source out a provider of a death insurance benefit equal to two times (2x) the employees' annual salary payable in the event of accidental death on or off the job and of a line of duty death due to occupational accident

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

or disease as determined by the Workplace Safety and Insurance Board. There shall be no duplication of coverage.

III. Major medical to include a prescription drug insurance plan with a $25.00 (single) and $50.00 (family) annual deductible. Vision/Laser Eye care will be provided with $**575**.00 maximum effective January 1, 2025 per two calendar years.

IV. Preventative and Basic (Rider 1) dental health insurance plan at 100% of insured charges with a 9-month minimum for dental recall for adults and children over 16 years of age; Major dental procedures (Riders 2 and 4) at 80% of insured charges to a maximum of $1750.00 respectively per insured person in twelve (12) consecutive months; Orthodontic (Rider 3) at 50% of insured charges to a lifetime maximum of $3,000.00 per dependent child. Dental health insurance plan subject to $10.00 (single) and $20.00 (family) deductibles. Current year O.D.A. rates shall apply. **Effective January 1, 2026 the following coverage increases will be in effect: Major dental procedures annual maximum $2,000; Orthodontic maximum $3,250. Effective January 1, 2026 deductibles increase to $25 (single) and $50 (family).**

V. Umbrella paramedic coverage consisting of Chiropractic, Massage, Acupuncture Chiropodist, Osteopath, Naturopath (effective July 1, 2019) and Podiatrist will be provided to each member of a family to a maximum of $1,**600**.00, effective January 1, 2025, per insured person per year, for any combination of the services stated. Orthotics coverage to a maximum of $500 per annum. Effective January 1, 2023, increase psychology services coverage to $4,000 and add coverage for the services of qualified Social Worker. Add

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

services of a psychotherapist effective July 1, 2019. Speech therapy increased to $1,000 per annum effective January 1, 2023. Erectile Dysfunction drug maximum $500 per year effective January 1, 2023. **Hearing aids coverage to a maximum of $500 every 4 benefits years effective January 1, 2026.**

VI. The drug plan will cover generic drugs only unless the physician instructs otherwise. Dispensing fee capped at $9 per script effective July 1, 2019, and $10 per script effective July 1, 2022.

VII. PSA screening/testing – annually – capped at current Provincial Fee rate effective January 1, 2007.

(b) Employees shall participate in the basic Ontario Municipal Employees Retirement System (OMERS) pension plan and in the Canada Pension Plan and their contributions shall be matched by the Corporation. For the purposes of these pension plans "contributory earnings" shall be defined as regular basic salary only. In addition, the Corporation will provide Permanent Partial Disability benefits (as provided under an OMERS Type III supplemental agreement).

(c) Upon completion of their probationary period, employees shall join and sustain a Long-Term Disability (LTD) insurance plan having a six (6) month waiting period for payment of benefits and a monthly benefit rate of 66-2/3% of regular monthly salary. The premium costs of this LTD Plan shall be fully paid by employees individually, but employees shall receive a pay supplement each month equivalent to their LTD insurance premium. Benefits coverage for employees on LTD consisting of OHIP, Major Medical and Dental to continue while employee on LTD. **The LTD payment of 66-2/3% will be up to a combined maximum of $10,000 per month.**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(d) For employees retiring under the conditions of Article 8.04, or provision of early retirement covered by OMERS, the following shall apply:

I. The Corporation will pay 100% of the premium for O.H.I.P., Group Life Insurance, Major Medical and Dental Health.

(e) The benefits available in 8.03(d) will cease to be available to the employee on attainment of age 65 years subject to the following spousal exception:

The Corporation will make available to the spouse of all retired members (the spouse being the named beneficiary at the time of retirement), upon the attainment of 65 years of age of the member, coverage available in the collective agreement for single coverage for medical, dental, and hospital benefits on the following cost-shared basis:

I. For the period of 24 months or age 65 of the spouse, whichever comes first, for a member who retires with:

15 years service	100% premium to be paid by the member
20 years service	75% premium to be paid by the member
25 years service	50% premium to be paid by the member
26 years service	45% premium to be paid by the member
27 years service	40% premium to be paid by the member
28 years service	35% premium to be paid by the member
29 years service	30% premium to be paid by the member
30 years service	25% premium to be paid by the member

II. After 24 months, up to an additional 36 months or age 65 of the spouse, whichever comes first.

The Corporation will make available to the member with a younger spouse, coverage with 100% of the premium cost to be paid by the member.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Note: The coverage described above excludes out-of-country coverage and is restricted to residents of the Province of Ontario. To ensure benefit coverage, the Human Resources Department must be notified within the six (6) month period prior to the retired member reaching age 65. It is the members' responsibility to contact the City to activate these benefits. The City will determine the premium payment system. The benefits outlined are provided on the understanding that OHIP is the first payer. If Provincial legislation changes such that more costs must be paid by the benefit provider, the City reserves the right to alter and amend the cost-sharing arrangement to maintain the cost-sharing amount equivalent to a second payer system as in 2003.

8.04 In recognition by the parties of the unique bona-fide physical and mental requirements of the work, employees shall retire at age sixty (60) pursuant to Corporation By-Law No. 2233, as amended.

Public Safety Telecommunicators will be required to join the Ontario Municipal Employee Retirement System and compulsory age of retirement shall be age 65, effective August 1, 1998.

(a) During a regular full-time employee's last year of service prior to retirement, as provided by the Ontario Municipal Employee's Retirement System, they shall be granted additional vacation entitlement in time or lump sum payment in the ratio of one (1) day's additional vacation for each year of service with the Corporation. The provisions of this article are available only to individuals who retire directly from active service or, to individuals who are receiving Long Term Disability benefits and they retire within the first 24 months of being in receipt of Long Term Disability benefits. For calculation purposes, service entitlements shall include the time while on LTD up to 24 months.

8.05 Monthly payments to the widow or other dependent as designated by the Workplace Safety and Insurance Board (WSIB) of an employee

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

killed on duty will be made for two (2) calendar years to provide the difference between any WSIB award of a monthly pension and two years' salary at the employee's basic rate at the time of their death. In the event of a lump sum payment by WSIB, the difference to make up two (2) year's salary will be paid by the Corporation.

(a) The Corporation agrees to maintain benefits to the survivors of an employee killed in the line of duty until the employee's normal age of retirement, or such time as the survivor re-marries. Remarriage to be defined as recognized under the *Family Law Act* RSO 1990 including revised statutes applicable during the term of this collective agreement.

8.06 In consideration for the maintenance of payments and benefits provided for in articles 8.05 and 8.05.1 the survivor is obligated to promptly report any changes in marital and dependent status.

8.07 Effective January 1, 2019 Suppression division up to and including Captains, with Platoon Chiefs as optional, Mechanical division and Training division employees who are required by the employer to maintain a Class DZ Ontario Drivers Licences shall be reimbursed up to one hundred **fifty** dollars (**$150**) for the Ministry of Transportation medical, upon production of receipts. Reimbursement shall be at the age-based frequency in accordance with the Ministry of Transportation of Ontario's medical report requirements.

8.08 The employer will inform the Association of a change in benefits carrier and will transfer the benefit plan to an equal or equivalent plan with the new carrier. **Language in the new plan will reflect the same intent and operation of benefit package as was intended in the existing package. The employer will communicate any changes to the Union and meet at a mutually agreeable time(s) to discuss any potential impacts on the bargaining unit.**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

ARTICLE 9 — UNIFORMS AND EQUIPMENT

9.01 (a) Upon appointment to the Burlington Fire Department, all employees shall be issued the following bundle:

I. Fatigue trousers – 3 pair

II. Fatigue jacket – 1

III. Fatigue shirts – 4 (any combination of short and long sleeve)

IV. T-Shirts – 4

V. Safety Shoes – 1 pair

VI. Badges – (breast and cap) – 1 each

VII. Baseball Cap – 1

VIII. Toque – 1

(b) Employees who have completed the probationary period shall be issued with the following additional uniform clothing which, when combined with the items listed in 9.01(a) above, shall be deemed a complete uniform issue.

I. Dress uniform to include 1 cap, 1 tunic, 2 pair of dress trousers, 1 parka, 1 white dress shirt, 1 tie;

II. Any other item of clothing deemed appropriate by the Fire Chief.

(c) Uniforms and equipment will be replaced as required by wear and tear, as determined by management.

(d) Canadian Standards Association Safety footwear shall be worn on duty by all employees unless deemed unnecessary by management.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(e) The corporation shall provide replacement footwear as required. Replacement authorization shall be subject to management approval and the condition of the footwear. A selection of 3 high boot, 3 mid boot and 3 shoe styles will be provided for employees to choose from.

9.02 The supply of uniforms shall require the employee to whom they are issued to be, in the opinion of management, properly, cleanly and smartly dressed while on duty.

9.03 Staff requiring protective clothing to fulfill their duties shall receive such protective clothing (helmet, bunker gear, gloves) as is needed and such clothing will be replaced at the Department's expense when warranted by damage or wear to original or subsequent issues.

9.04 Effective January 1, 2020, the Corporation shall supply cleaning vouchers to bargaining unit members according to the following schedule:
(The trading, sharing and/or duplication of cleaning vouchers is strictly prohibited).

I. For parkas and Fall coats; One (1) voucher per item per year.

II. Dress tunics - two (2) vouchers per item per year, dress trousers – six (6) vouchers per year.

ARTICLE 10 — GRIEVANCE PROCEDURE

10.01 The Association shall appoint a Grievance Committee of four (4) members and shall file notice annually with the Corporation of the names of the employees serving on the Grievance Committee. The Corporation shall also be notified of changes in the personnel of the said Grievance Committee which may take place.

10.02 Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration, believed contrary to this

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

agreement or the accepted departmental rules and regulations, or as a result of any disciplinary action involving any employee(s), the employee(s) concerned may then proceed with the complaint or grievance as provided under Section 10.04.

10.03 The Corporation may refuse to consider any grievance, the alleged circumstances of which occur more than ten (10) working days preceding action taken in Step Two (2) of the Grievance Procedure.

10.04 Step One

A complaint of an employee shall not be considered a grievance until his immediate superior officer has been given an opportunity to adjust the complaint. The officer shall reply to the complaint within forty-eight (48) hours. For the purpose of this clause, immediate superior officer in suppression will be defined as the Platoon Chief.

10.05 Step Two

If the complaint is not adjusted to the employee's satisfaction in Step One, the grievance should be presented in writing to the Fire Chief who shall meet with the representatives of the Association within ten (10) working days. A written reply shall be made by the Corporation within ten (10) working days of the meeting.

10.06 Step Three

If the grievance is not satisfactorily resolved at step two, it shall be presented within twenty (20) working days to the Director of Human Resources or designate. A written reply shall be made by the Corporation within ten (10) working days of the meeting.

10.07 Step Four

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

If the grievance is not satisfactorily resolved at step three, upon mutual agreement by the parties the grievance may be referred to a Mediator. The notification to proceed to mediation shall occur within fifteen (15) working days of the step 3 response. The parties agree to share the cost of the Mediator on a 50/50 basis. The parties shall agree to a list of up to three (3) mediators. If there is no agreement, the grievance may proceed to arbitration.

10.08 Any of the time elements referred to in the foregoing Grievance Procedure may be extended by agreement between the parties.

10.09 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view any disputed operation and to confer with the necessary witnesses. Within twenty (20) days after the decision of the Director of Human Resources or designate, either party may refer the matter to arbitration. Notice in writing shall be given to all parties.

ARTICLE 11 — DISCHARGE CASES

11.01 Discharge cases will be considered as a grievance commencing at Step Three (3) of the Grievance Procedure provided the grievance is lodged within ten (10) working days of the employee's discharge.

ARTICLE 12 — ARBITRATION

12.01 The grievance that has not been settled by application of the Grievance Procedure in Article 10.00 may be taken to Arbitration, as provided in Section 53, of the *Fire Protection and Prevention Act*. The parties agree to share the cost of the Arbitrator on a 50/50 basis.

12.02 An employee shall only be discharged or disciplined for just and sufficient cause. In any discharge or discipline grievance, an Arbitration

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement which, in the opinion of the Arbitration Board or the single Arbitrator, is deemed to be just and equitable.

12.03 No Arbitration Board or single Arbitrator hearing a grievance shall have the right to alter, modify, add to or amend any part of this agreement

ARTICLE 13 — REMUNERATION

SUMMARY OF RATES AND DIFFERENTIALS

Differentials	Position	Jan 1, 2025 (2.5252%)	July 1, 2025 (2.52%)	Jan 1, 2026 (1.75%)	July 1, 2026 (1.75%)
135%	Platoon Chief	$ 157,302	$ 161,266	$ 164,087	$ 166,959
120%	Captain	$ 139,824	$ 143,347	$ 145,855	$ 148,408
120%	Safety Officer	$ 139,824	$ 143,347	$ 145,855	$ 148,408
100%	1st Class	$ 116,520	$ 119,456	$ 121,546	$ 123,673
90%	2nd Class	$ 104,868	$ 107,510	$ 109,391	$ 111,306
80%	3rd Class	$ 93,216	$ 95,565	$ 97,237	$ 98,938
70%	4th Class	$ 81,564	$ 83,619	$ 85,082	$ 86,571
60%	Probation	$ 69,912	$ 71,674	$ 72,928	$ 74,204
55%	Recruit	$ 64,086	$ 65,701	$ 66,850	$ 68,020
130%	Chief Training Officer	$ 151,476	$ 155,293	$ 158,010	$ 160,775
118% (2025) 120% (2026)	Training Officer	$ 137,494	$ 140,958	$ 145,855	$ 148,408
130%	Chief Fire Prevention Officer	$ 151,476	$ 155,293	$ 158,010	$ 160,775
118% (2025) 120% (2026)	Fire Prevention Officer	$ 137,494	$ 140,958	$ 145,855	$ 148,408
100%	Public Education Officer	$ 116,520	$ 119,456	$ 121,546	$ 123,673
108%	Insp 1st Class	$ 125,842	$ 129,012	$ 131,270	$ 133,567
90%	Insp 2nd Class	$ 104,868	$ 107,510	$ 109,391	$ 111,306
80%	Insp 3rd Class	$ 93,216	$ 95,565	$ 97,237	$ 98,938
70%	Insp 4th Class	$ 81,564	$ 83,619	$ 85,082	$ 86,571

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Differentials	Position	Jan 1, 2025 (2.5252%)	July 1, 2025 (2.52%)	Jan 1, 2026 (1.75%)	July 1, 2026 (1.75%)
60%	Insp Probation	$ 69,912	$ 71,674	$ 72,928	$ 74,204
63%	Fire Division Associate	$ 73,408	$ 75,257	$ 76,574	$ 77,914
55%	Prob FDA	$ 64,086	$ 65,701	$ 66,850	$ 68,020
120% (2025) 125% (2026)	Chief Communications Officer	$ 139,824	$ 143,347	$ 151,933	$ 154,591
100%	Public Safety Telecommunicator 1st	$ 116,520	$ 119,456	$ 121,546	$ 123,673
90%	Public Safety Telecommunicator 2nd	$ 104,868	$ 107,510	$ 109,391	$ 111,306
80%	Public Safety Telecommunicator 3rd	$ 93,216	$ 95,565	$ 97,237	$ 98,938
70%	Public Safety Telecommunicator 4th	$ 81,564	$ 83,619	$ 85,082	$ 86,571
60%	Public Safety Telecommunicator Probation	$ 69,912	$ 71,674	$ 72,928	$ 74,204
55%	Public Safety Telecommunicator Recruit	$ 64,086	$ 65,701	$ 66,850	$ 68,020
120% (2025) 125% (2026)	Chief Mechanical Officer	$ 139,824	$ 143,347	$ 151,933	$ 154,591
100%	Mechanic	$ 116,520	$ 119,456	$ 121,546	$ 123,673
90%	Probation Mechanic	$ 104,868	$ 107,510	$ 109,391	$ 111,306

13.02 Each employee who is required, by authority of the Fire Chief of the Fire Department, to act in the capacity of a higher rank shall be paid the rate of such acting rank in respect of all **or partial** days thus worked.

13.03 On all shifts and at each station staffed by full-time firefighters, a Captain shall be in charge of such emergency response vehicles from such station as outlined in article 3.04. Where no Officer(s) is/are available to fill the positions stated above, the most senior qualified firefighter may be detailed to assume those responsibilities and shall be paid at a wage rate commensurate to those duties.

13.04 During the calendar year, acting time created for the rank of Captain, Platoon Chief, Chief Fire Prevention Officer and Fire Prevention Officer

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

shall be shared on a reasonably equal basis by those qualified under the terms of this collective agreement. **An Acting Division Chief (Chief Training Officer, Chief Communications Officer and Chief Mechanical Officer) shall assume the responsibilities of the Division Chief position when any of the following circumstances occur for a period of one (1) week or more:**

i. The Division Chief is absent due to scheduled vacation, lieu time, or accumulated time off;

ii. The Division Chief is off-duty as a result of illness or injury.

13.05 In addition to salary as set out in Article 13, the Corporation shall pay Recognition Pay based on the 1st Class base rate to all members in the Suppression, Training, Prevention, and Communication Division as follows:

3% after the completion of 8 years service
6% after the completion of 17 years service
9% after the completion of 23 years service

Effective July 8, 2018, the Corporation shall pay Recognition Pay based on the 1st Class base rate to all members in the Mechanical Division as follows:

3% after the completion of 8 years service
6% after the completion of 17 years service
9% after the completion of 23 years service

This premium shall be included as salary in calculating overtime, vacation, and statutory holiday pay, pension contributions, WSIB, and pregnancy/parental leave entitlements.

13.06 The Corporation will provide Shift instructors, active SCBA Technicians who hold the rank of Firefighter a premium equivalent to 16% of the first-class firefighter salary for the time they teach or provide their skill as an SCBA Technician. There is no additional compensation for those at a rank of Captain or higher who work as

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Shift instructors or active SCBA Technicians. This does not apply to the mentoring process. The Respiratory Protection Program Administrator will receive 16% premium based on 1st Class rate in addition for time worked regardless of what rank the individual holds.

Disciplines include:

- Emergency Medical Responder (EMR) (including, CPR, First Aid, Defibrillation)
- **Vehicle Rescue**
- Hazardous Materials (HAZMAT)
- **Rope** Rescue
- **Surface** Water Rescue
- **Driving and Pump Ops**
- **Fire Ground Ops and Firefighter Survival**
- Public Education
- Fire Prevention Inspector Training
- Peer support (for teaching courses only, not peer interactions for support)

There shall be up to **5** designated instructors per discipline per platoon, at the discretion of the Fire Chief or his/her designate. **The transition to combining disciplines to align to NFPA shall commence in 2025**. Those selected to instruct shall be selected following an application process and all members of the department regardless of rank shall qualify to apply. The individuals shall be certified as per the department's requirements, as determined by Fire management. The Fire Chief and/or his/her designate shall have the sole discretion to eliminate or add disciplines as required. Courses and recertification shall be compensated at a rate of time and a half in pay.

Those currently in one of the Shift instructor's positions or active SCBA Technicians shall have the right of first refusal to continue in their current position or discipline.

Individuals will make a 3-year commitment to the position and shall be held to that commitment regardless of promotion. Should any individuals current position have a differential rate that is 116% or above they shall not receive additional compensation.

Public Safety Telecommunicators will receive a premium equivalent to 16% of the first-class firefighter salary if they are training a Public Safety Telecommunicator during the 55% recruit period. This does not apply to the mentoring process.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

ARTICLE 14 — PROMOTIONS

14.01 When a Probationary Firefighter has completed the probationary period and has been confirmed as a 4th Class Firefighter, they shall remain in that class for twelve (12) months, upon completion of which they shall be advanced annually to the next higher class up to and including 1st Class, provided there is a satisfactory Fire Station record and they have passed an examination for advancement in rank.

(a) When a Probationary Public Safety Telecommunicator has completed their probationary period and has been confirmed as a 4th Class Public Safety Telecommunicator, they shall remain in that class for twelve (12) months upon completion of which they shall be advanced annually to the next higher class, up to and including 1st Class, providing there is a satisfactory fire station record.

14.02 Promotion beyond First Class Firefighter shall be recommended only to fill a vacancy, or an additional position authorized by the Corporation.

14.03 PROMOTIONAL PROCESS

In the Suppression Division authorized vacancies above the rank of First Class and to the rank of Captain shall be staffed accordingly: up to three (3) Fire Management Team representatives, four (4) Platoon Chiefs (or alternate Acting Platoon Chief) and a representative of the Human Resources Department in an advisory capacity and the Chief training Officer **(or alternate Acting Chief Training Officer)** will attend the practical interview in an advisory capacity.

In recommending candidates for promotion above the rank of First Class, the examination board will consider all candidates who score at least 75% overall in an examination based on the following factors:

(a) Verbal (35 points), written (20 points), practical (35 points)

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(b) Seniority of half (½) point for each completed year, plus the fraction of a point for the portion of the year completed to one decimal place, up to the date of posting to a maximum of 10 points.

14.04 ELIGIBILITY AND PROMOTION

To be eligible for the examination cited in Article 14.03, a candidate must meet the following criteria:

(a) Acting Captain:

I. To participate in the examination process, a candidate must have eight (8) years of service. **Upon Completion of 6 years' service and every year thereafter individuals wanting to take part in the officer process will be offered the opportunity to participate in the NFPA 1021 officer 1 certification and NFPA 1041 instructor certification. In order to qualify to take part in the promotional process completion and passing of these programs is mandatory. The department will provide all required instructional, materials and testing as well as any costs associated.**

II. To be eligible for placement on the Acting Captain Status List, a candidate must have successfully qualified under Article 14.03 and have completed eight (8) years of continuous service in the Suppression Division.

III. The department will host an exam preparation course in advance of the exam date (maximum thirty 30 days prior) with the exam to be held during the last week of October. The course will be voluntary and participants will not be remunerated for attending. **Consideration will be made for anyone taking or**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

requiring family emergency / bereavement leave on the date of the exam.

IV. Candidates will be promoted from the list in numerical order starting at number one (1). Candidates will be ranked using a combination of the verbal 35%, written 20% and practical interview 35% and seniority to a maximum 10% for each year completed in suppression division. In the event of a tie, the employee's seniority date will be used to determine rank position (most senior ranked first) among the two (2) tied individuals. **Up to 25% of the written portion will be NFPA specific questions.**

V. When the individual ranked in the number one (1) position is promoted to Acting Captain upon a vacancy in the Acting Captain rank, the other individuals on the ranked list will move up (i.e. #1 is promoted, therefore #2 moves to #1, #3 moves to #2, etc.). In the event the individuals leave the list, the above example of upward movement on the list will apply.

VI. Those 1st class firefighters who qualified but did not get a position on the Acting Captains list will be listed by mark and moved to Acting captain list when space is available. This list will dissolve in three (3) years and all candidates wishing to rank will have to take part in the full process.

VII. **New acting captains who have been successful in the process will be added to the acting captain list filing vacancies remaining following the placement of successful current Acting Captains.**

VIII. **At the outset of the Captain's promotional process, candidates on the Captain's list have the option to retain**

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their score from the most recent promotion cycle. Their seniority remains unchanged from the time of that cycle. To exercise this option, they must declare their intent at the start of the process, prior to the scheduling of any interviews, written exercises, or other assessments.

(b) Captain:

I. To participate in the examination process, a candidate must be an Acting Captain.

II. To be eligible for **promotion to Captain** from the promotion list, a candidate must have successfully qualified under Article 14.03 and have completed two (2) years of continuous service on the Acting Captain Status List leading up to the promotional process.

III. The department will host an exam preparation course in advance of the exam date (maximum 30 days prior) with the exam to be held during the last week of October. The course will be voluntary and participants will not be remunerated for attending.

IV. Candidates will be promoted from the list in numerical order starting at number 1. Candidates will be ranked using a combination of the verbal 35%, written 20% and practical interview 35% scores and seniority to a maximum 10% for each year completed in suppression division. In the event of a tie, the employee's Acting Captain seniority date will be used to determine rank position (longest serving Acting Captain ranked first) among the two (2) tied individuals.

V. When the individual ranked in the number one (1) position is promoted to Captain upon a vacancy in the Captain rank, the

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

other individuals on the ranked list will move up (i.e. #1 is promoted, therefore #2 moves to #1, #3 moves to #2, etc.). In the event the individuals leave the list, the above example of upward movement on the list will apply.

VI. The maximum number of ranked employees not required to rewrite is ten (10). In order for a member to maintain their 1 to 10 ranked position, they will have to complete the following requirements as listed below before September 30th of the year in which the list expires.

In the event the individual fails to complete the requirements they will be removed from the qualifying list and be required to take part in the examination process to be reranked.

a) NFPA **1521 Incident Safety Officer**

b) Blue Card

c) OHS Supervisor

d) Pass Two (2) Effective Command (EC) simulations per year. The simulations will be run by individuals EC platoon representative, and will be a pass / fail

VII. Upon becoming an acting captain, the training division will immediately begin the process to register individuals in the above listed programs (NFPA**1521 Incident Safety Officer**, Blue Card and OHSS).

VIII. The remainder of the list positions 11 to 20 will dissolve.

IX. All Acting Captains at the time of the promotional process will have the ability to participate in the above process.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(c) Acting Platoon Chief:

I. To participate in the examination process, a candidate must be within six (6) months of their first year anniversary in the rank of Captain.

II. To be eligible for placement on the Acting Platoon Chief Status List, a candidate must have successfully qualified under Article 14.13 and have completed one (1) year of continuous service as a Captain.

III. The maximum number of positions available will be eight (8).

(d) Platoon Chief:

I. To participate in the examination process, a candidate must be within six (6) months of their first year anniversary on the Acting Platoon Chief Status List.

II. To be eligible for promotion to Platoon Chief, a candidate must have successfully qualified under Article 14.13 and have completed one (1) year of continuous service on the Acting Platoon Chief Status List.

Any candidate, who has qualified during the previous 12 month period preceding the examination date, will be required to partake in a practical and/or oral examination.

Should two or more candidates score equally, and the examination board be unable to select the most fitting candidate, or should the board be unable to reach a consensus decision on the appropriate candidate, the Fire Chief shall review all factors considered and shall make a final selection.

14.05 If at any time insufficient persons have applied for or been qualified for membership for the Acting Captain Status List, **or should the list of**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

Acting Captains be depleted for whatever reason such that the operation of the department are adversely affected, the list may be expanded (on a per shift basis only) to meet emergency conditions. In expanding the list to meet emergency conditions, the Fire Chief shall select from the ranks of First Class Firefighters having considered each candidate's average score in 4th, 3rd, 2nd and 1st Class examinations, providing such have averaged 70% or better. **The parties agree to meet to address, with the intent to resolve the issue of a depleted list.**

14.06 Persons gaining membership on the Acting Status List in emergency conditions and by the operation of clause 14.05 shall not be deemed to be on the Acting Status Lists for purposes of clause 14.03/14.04.

14.07 Separate seniority lists shall be employed in the Firefighting, Fire Prevention, Communications and Mechanical Divisions. They shall maintain department seniority. Vacation entitlement is based on department and city seniority and vacation selection are based on divisional seniority.

14.08 An applicant promoted to a rank above First Class or transferred to another Division of the department will serve a probationary period of six (6) months before confirmation in the rank.

14.09 Vacancies occurring which could involve promotion or transfer to another Division of the department shall be posted by the Corporation for seven (7) calendar days. Applications in writing may be made by an employee or Officer within a further two (2) days.

14.10 PROMOTIONS (Fire Prevention Division Only)

Authorized vacancies in the complement of the Fire Prevention Division under Officer rank (Inspectors) shall be staffed by promotional competition open to all employees of the Department. A member of any other Division selected

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

for the Fire Prevention Division shall serve a probationary period of six (6) months before confirmation in the rank and shall be paid during the term of such probationary period the same rate they were earning immediately prior to their appointment. Thereafter they shall be advanced to the class in the Fire Prevention Division with a pay rate next higher to their rate during their probationary period. They shall be advanced through the ranks to First Class Fire Prevention Inspector on each twelve (12) month anniversary of the expiration of their probationary period provided there is a satisfactory Fire Station record and they have passed an examination for advancement in rank.

Competition for appointment of members of other Divisions to the Fire Prevention Division at other than Officer level shall be conducted by Fire Chief, Deputy Fire Chief and the Officer in charge of the Fire Prevention Division. The following factors will be considered and candidates must score 75% or better for appointment:

(a)	Verbal based interview (40 points) and written (40 points) examination on related work:	80 points
(b)	Seniority, 1 point for each completed year, plus the fraction of a point for the portion of the year completed to one decimal place, up to the date of posting, to a maximum of:	20 points

= 100 points

14.11 Authorized vacancies at Officer rank in the Fire Prevention Division shall be staffed by promotional competition, open to all employees in the Fire Prevention Division. To be eligible for Officer level promotion a candidate must have completed four (4) years of continuous service in the Fire Prevention Division.

Competition for promotion to Officer rank in the Fire Prevention Division will be conducted by the Fire Chief, Deputy Fire Chief and the Director of Human Resources or designate, on the following factors:

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(a)	Verbal interview (40 points) and written (40 points) examination based on related work	80 points
(b)	Seniority, 1 point for each completed year, plus the fraction of a point for the portion of the year completed to one decimal place, up to the date of posting, to a maximum of:	20 points

Should two or more candidates score equally in the above competition, the Fire Chief shall review all factors considered and make a final decision.

Appointees to the position of Chief Fire Prevention Officer shall serve a probationary period of six (6) months before confirmation in the rank.

Note: Those currently in the Fire Prevention Division will be grandfathered and will be considered to have four (4) years of service as identified in this article.

14.12 Promotions (Acting Fire Prevention Officer)

The process set out in article 14.11 of the Collective Agreement, shall be used to create an acting Fire Prevention Officer list of two (2).

14.13 Promotions (Senior Officers)

Promotional competition interview boards for Platoon Chief, and Chief Fire Prevention Officer positions shall be comprised of the Director of Human Resources or designate, Fire Chief and Deputy Fire Chiefs.

14.14 ***The following shall apply to all sections of Article 14:*** **An employee who is out of the workplace for LOA, LTD, WSIB is entitled to a promotion based on their standing on the relevant promotional list when a vacancy occurs. However, if the employee is off beyond six (6) months, the next candidate on the promotional list will be selected and placed in the position. When the employee on leave returns, they shall return to an available vacancy in their new rank or if none, bump the junior person in**

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

the new rank. The junior person in that rank will then return to their lower rank until another vacancy occurs.

ARTICLE 15 — LEAVE OF ABSENCE

15.01 Any delegates, not exceeding three (3) in number, who may from time to time be duly authorized and designated by the members of the Association to attend the Annual Conventions of the Provincial Federation, International Association, their seminars or any other activities authorized, shall be granted such time off duty, with total time not to exceed 52 days within the calendar year, insofar as the regular operations of the Burlington Fire Department will permit at the discretion of the Fire Chief; arrangement, replacement and any cost to the Corporation to be paid for by the Association.

15.02 The President, any two (2) members of the Executive of the Association and any officers of an affiliated body (subject to substitutes being provided at the expense of the Association), shall be granted such leave of absence as may be necessary for the proper performance of their offices, insofar as the regular operations of the services of the Fire Department will permit, and at the discretion of the Fire Chief.

15.03 Leave of absence without pay for personal reasons may be granted to an employee on written application to the Fire Chief for a period not exceeding five (5) working days. Leave of absence exceeding five (5) days may be granted on written application to the Director of Human Resources or designate.

15.04 Up to Forty-Eight (48) hours for staff in the Suppression Division, four (4) days for shift workers and five (5) days for non-shift workers with pay shall be granted to an employee to make arrangements for and to attend the funeral of a member of their immediate family; immediate family to mean spouse, children, parents, legal guardians, sister,

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

brother, grandparents and grandchildren and other family members covered in the Family Law Act. This includes, but is not limited to, individuals related by marriage (In laws and Steps), and common law relationships.

15.05 One day with pay (12 hours to an employee of the Suppression Division) shall be granted to an employee to attend the funeral of their aunt or uncle **(pibling)**, niece or nephew **(nibling)** provided the employee supplies proof of attendance and subject to the approval of the Fire Chief.

15.06 An employee of the Suppression Division may book bereavement in twelve (12) hour increments.

ARTICLE 16 — WITNESS SERVICE

16.01 Job-Related

An employee who has been subpoenaed as a witness in a court of law or subpoenaed to appear before a governmental agency on a matter related to their duties as a member of the Fire Department of the Corporation:

(a) Shall be granted time off at his regular rate of pay, less any compensation received for witness service to attend such court when on duty.

(b) Shall be granted time and one-half off in lieu or in cash compensation when on off-regular duty time subject to scheduling by the officer in charge, less any compensation received for witness service.

16.02 Personal

Paid leave of absence shall be allowed for employees serving as a Subpoenaed witness in any court provided that such subpoenaed witness service is no longer than two (2) working days. Requirements

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

to attend beyond this limit may be approved for paid leave after consultation with Department Head and only at the discretion of the Director of Human Resources or designate and only upon written submission and when appropriate substantiation has been made. Payments received by the employee for subpoenaed Court witness service shall be reimbursed to the Corporation.

16.03 Witness Service for Retired Members

A retired member who has been subpoenaed as a witness in a court of law or subpoenaed to appear before a governmental agency on a matter related to their duties as a member of the Fire Department of the Corporation:

(a) Re-imbursement for attending shall be calculated at the retired member's differential rate in effect at the date of their retirement.

(b) The current Collective Agreement shall be used to determine the hourly rate for the differential calculation.

(c) Any compensation received by the retired member from other sources for witness service shall be deducted from the re-imbursement owed by the Corporation.

(d) The minimum re-imbursement for witness services will be three (3) hours, after which, re-imbursement will be calculated at an hourly rate based on straight time.

(e) In order to receive re-imbursement, the individual shall provide an invoice to the attention of the Fire Chief.

16.04 No overtime will be paid to those subpoenaed under Article 16.02.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

ARTICLE 17 — GENERAL PROVISIONS

17.01 The Association may furnish the squad room with suitable furniture and fixtures as approved by the Fire Chief. Cost of purchase and maintenance of such furniture and fixtures to be borne by the members of the Association.

17.02 Such furniture to be used at such times as directed by the Fire Chief.

17.03 Future requirements for beds will be the responsibility of the Corporation.

17.04 An employee shall not be engaged in gainful employment other than that of an employee during his tour of duty.

17.05 The Association agrees to pay one-half of the costs for the printing and production of the Collective Agreement. The Corporation will invoice the Association for payment when the final costs for the production of the Collective Agreement are known to the Corporation.

17.06 When it is deemed necessary to meet with the Association's Negotiating Committee and such meetings are during normal working hours, the Association will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be on city premises.

ARTICLE 18 — DURATION

18.01 This Agreement shall remain in force and effect from January 1, 2025, to December 31, 2026, and year-to-year thereafter but either party may elect to give notice in writing to the other to amend this Agreement at any time ninety (90) days prior to the expiry date hereof. Such notice and the negotiations arising from such notice shall be subject to the following conditions:

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

(1) Any proposed amendment(s) shall be filed with the other party within 20 days following receipt of the notice to bargain unless otherwise agreed to by the parties;

(2) All other clauses of the Agreement where a proposed amendment has not been requested by either party shall be renewed automatically;

(3) Unless mutual consent of the parties allows otherwise, only those clauses cited in the proposed amendment(s) referred to in (1) above shall be discussed at any negotiations arising there from.

Unless stated otherwise, the provisions of the renewal Collective Agreement shall be effective January 1, 2025.

18.02 Any monies owing for wages or recognition pay shall be paid out as of the effective date to all applicable Local 1552 members, including those who retired or ceased employment during the duration of this agreement, less any interim payments.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

IN WITNESS WHEREOF the Corporation of the City of Burlington has affixed its corporate seal under the hands of its proper officers in that behalf, and the Burlington Professional Firefighters' Association, Local 1552, of the International Association of Firefighters has hereunder set its hands and seals.

Dated at **BURLINGTON, Ontario** this 23 day of October , **2025**

ON BEHALF OF THE CORPORATION OF THE CITY OF BURLINGTON

Signed by:
8F13E6BE015D4DC...
Marianne Meed Ward, Mayor

Signed by:
6005C8B23A56442...
Lisa Palermo, Deputy Clerk

DocuSigned by:
B830B01C6D9B4CB...
Sue Evfremidis, Chief Human Resources Officer

DocuSigned by:
233386CFEABB40B...
Karen Roche, Fire Chief

DocuSigned by:
5EAC890FC00548D...
Suzanne Filice, Manager, Human Resource Services

Signed by:
7AE035E435814CF...
Audrey McKay, Senior Business Partner, LR

ON BEHALF OF THE BURLINGTON LOCAL 1552 OF FIREFIGHTERS

Signed by:
62B6591DF9B84EA...
Dan Vanderlelie, President

DocuSigned by:
0091BD849701459...
Paul Cunningham, Secretary

Signed by:
F5CBFE42EAA54A6...
Josh Cline, Vice President

Signed by:
F7129E9CA287462...
Kaiser Heath, Committee Member

Signed by:
58CA6FDFDC9943D...
Nick Mitrovich, Committee Member

Signed by:
F1872DFE17FE449...
Chris Elias, Committee Member

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "A"

Memorandum of Settlement

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Retiree Benefits

The parties agree to provide a post age 65 Retiree Health Care Spending Account with the following conditions:

- To qualify for the post age 65 Retiree Health Care Spending Account the member must have:
  - A retirement date no earlier than January 1, 2018; and
  - Eligible retired employees must be between the ages of 65 to 75 years old; and
  - The employee must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS; and
  - The employee must be in receipt of an immediate monthly unreduced pension from OMERS; and
  - The employee must have had at least ten (10) years of unbroken service as a continuous full-time member of the Burlington Fire Department immediately prior to their time of retirement.
- The Retiree Health Care Spending Account will be applicable to the eligible retired employees and spouse only (to a combined maximum of $3,000/year);
- Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other such public or provincial insurance plan as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent those expenses exceed the coverage from OHIP, ODP or other applicable public insurance plan;
- The Retiree Health Care Spending Account will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employees (and spouse when applicable) does not exhaust the maximum entitlement for the year, the balance cannot be carried over into the subsequent year.
- Reimbursement will only be provided for benefits that are covered under the current Collective Agreement.
- There will be no survivor benefits for the spouse, if applicable, if the retiree dies.
- A grace period of up to 90 days after the end of the calendar year is permitted for claims submission.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "B"

Memorandum of Settlement

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

LETTER OF INTENT

The parties, recognizing that the Corporation has the right to determine the number of staff in the Burlington Fire Department, agree that in the event of a lay-off caused thereby or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the 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 and 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 lay-off. 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. In the event of a lay-off, the Corporation will permit the employee(s) so laid off to continue to enjoy the benefits described in clause 8.03(a)(3)(4), for a period of six (6) months subsequent to lay-off provided the employee(s) concerned pay the full cost of such benefit coverage. The right of recall as provided above, will be conditional upon the employee(s) concerned being ready, willing, able and qualified to perform the work involved and shall be valid for twelve (12) months.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

The undersigned, on behalf of both the Corporation and the Association accept this document as being the proper interpretation of the Collective Agreement existing between them relative to the matter of pay disbursement and calculation for so long as salaries are expressed in the collective agreement in annual rates and hours of work remain as in the 1981-1982 collective agreement.

1. The daily rate of pay for a person in the Firefighting and Communications Divisions shall be their annual salary rate divided by 182.

2. The hourly rate payable to a person employed in the Suppression Division shall be their bi-weekly salary rate divided by 84.

3. (a) The hourly rate payable to a person employed in the Fire Prevention Division and Maintenance Mechanic classification shall be their bi-weekly salary rate divided by 80.

   (b) Clerk-typist hourly rate to be determined by dividing bi-weekly salary by 70 hours.

4. The hourly rate payable to a person employed in the Communications Division shall be their bi-weekly salary rate divided by 84.

5. Salaries shall be paid bi-weekly and shall be calculated by dividing the pay rate prevailing on January 1st of each year by 26.0887.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

For contract years having split salary rates (i.e. rates that vary during the course of a calendar year) pay calculation shall be described above with the proviso that a composite rate shall be calculated for pay purposes and, for the number of pay periods occurring after the date of the split, total bi-weekly base rate salaries already paid shall be subtracted from the composite rate which shall then be divided by the number of pay days remaining in the year to establish the bi-weekly rate for the balance of the year. This calculation shall only apply to persons not promoted during the course of a year.

6. All promotions above the rank of 1st Class shall occur effective on the start of a pay period.

7. Effective for the first full pay period following the date of promotion the promoted employee's bi-weekly rate will be calculated by dividing their new annual salary by 26.0887 as the case may be for 2023 and possibly 2024, likely 26 after that, ability to discuss in future Collective Agreements.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Kilbride Station Staffing

The Association agrees to meet and confer with the Corporation to discuss alternate work schedules for staffing the Kilbride Station, should it become necessary to do so during the term of this collective agreement.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

OMERS Accelerated Accrual

The Corporation agrees to meet and confer with the Association to discuss the OMERS accelerated accrual (2.33%), in the event that it becomes available through OMERS during the term of this collective agreement.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

On Shift Modified Program

The Association and Management agree that within 90 days of signing of this agreement, the Association and Management will meet to discuss an on shift modified program.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Pause on Performance Evaluations

Management and the Association agree to meet to in future to discuss succession planning and if/when reimplementing PEs, officers will be provided with the tools to complete PEs.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Safety Officer

The parties agree to continue the ISO trial until October 2025. The parties may agree to further continue the trial and if so, it will not continue further than the term of this Collective Agreement.

INCIDENT SAFETY OFFICER (ISO)

Individuals who hold the position of Safety Officer during the trial will remain in position should the position be embedded following the trial

The following reporting structure will apply:

***Except during emergency response, generally during the hours of 07:00 to 17:00 Monday to Friday, the Chief Training Officer shall provide direction to the Safety Officer related to training matters.**

Implementation:

a. Redeploy one (1) Rescue

b. Officer position to be converted to Safety Officer, one per platoon.

c. Firefighter position to be moved to aerial, one per platoon.

Filling the position:

a. May take part in written exam in which minimum mark must be 75% and an interview.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

i. CTO will proctor any exam and provide all applicants with study materials pertinent to examination.

ii. The selection board will consist of up to 2 management team

representatives, up to 4 platoon chiefs, CTO and a representative from Human Resources department in advisory capacity.

b. For short term vacancies in the Safety Officer position, a Captain will be assigned to the Safety Officer.

In the event an individual should choose to return to a captain's position in the suppression division, they will have to wait until such time as there is a vacancy in the Captain rank's and until such time as a replacement Safety Officer is selected.

Summary

The Incident Safety Officer (ISO) plays a critical role in ensuring firefighter safety and risk management during emergency operations. As part of the Incident Command system, the ISO serves as the primary advisor to the Incident Commander (IC) on safety-related concerns, continuously assessing fireground conditions, identifying hazards, and intervening to prevent injuries or operational inefficiencies.

Minimum Qualifications

• NFPA 1041 Level I, Standard for Fire and Emergency Services Instructor Professional Qualifications

• NFPA 1021 Level I, Standard for Fire Officer Professional Qualifications

• NFPA 1521, Standard for Fire Department Safety Officer Professional Qualifications

• Currently in the rank of Captain

Key Responsibilities

1. Fireground Safety & Hazard Identification

• Responding to incidents either deployed as per response protocols or at the request of Platoon Chief.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

• Monitor fireground conditions for potential hazards (structural integrity, flashover risks, collapse zones, hazardous materials, etc.).

• Conduct continuous risk assessments and relay critical safety concerns to the Incident Commander (IC).

• Ensure situational awareness is maintained among all personnel.

• Identify unsafe acts or conditions and take immediate corrective action when necessary.

2. Incident Command Support

• Serve as a direct advisor to the Incident Commander on safety-related concerns.

• In the event the ISO is first on-scene and establishes Command, the IC role will be transferred to the first arriving apparatus.

• Establish and manage the rehabilitation (rehab) sector for firefighter recovery during prolonged incidents.

• Monitor radio traffic for safety-critical communications and assist in coordination.

3. Firefighter Accountability & Personnel Safety

• Ensures Personnel Accountability Reports (PARs) are conducted at regular intervals.

• Ensure all personnel are accounted for and following the Incident Action Plan (IAP) identified by the IC.

• Monitor firefighter workload and recommend crew rotation when needed.

4. Compliance with Safety Standards & Policies

• Ensure compliance with Standard Operating Guidelines (SOGs), NFPA standards, and provincial safety regulations.

• Verify proper use of Personal Protective Equipment (PPE), including SCBA adherence in IDLH environments.

• Ensure proper decontamination procedures are conducted after exposure to hazardous materials or smoke.

Docusign Envelope ID: C0DED839-8BB0-4D31-814D-7776208621E1

• Coordinate with SCBA Technicians face piece fit testing, PPE advance cleaning and inspection and air management.

5. Post-Incident Review & Documentation

• Completion of an Incident Safety Officer Tactical Worksheet upon completion of an incident, and ensure it is added to formal report (RMS)

• Participate in After-Action Reviews (AARs) to provide safety insights and recommendations for future improvement.

• Document safety concerns, corrective actions, and observations in post-incident reports.

• Recommend adjustments to department policies based on lessons learned.

6. Training & Education

• Facilitate firefighter training sessions.

• Shift Training Instructors on-duty will be utilized to coordinate and provide crew instruction and training as facilitated by the ISO.

• The ISO will fulfill role as safety officer and facilitate needs for completion of training.

• Conduct drills and simulations to reinforce firefighter safety awareness.

• Stay up to date on industry best practices and new safety technologies.

Ensure personnel have the required mandatory certifications matching the training disciplines being conducted.

7. Coordination with External Agencies

• Work with EMS and rehab teams to ensure proper medical monitoring of personnel.

• Liaise with JHSC for injury investigations and reporting.

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Evaluation

The purpose of this evaluation is to determine the effectiveness and value of the Incident Safety Officer (ISO) role within the Burlington Fire Department. This assessment will be based on measurable performance indicators related to firefighter safety, operational efficiency, and overall incident management.

Operational Performance & Incident Metrics

1. Number of Safety Interventions – Track how many times the ISO has intervened in unsafe practices at incidents.

2. Reduction in Firefighter Injuries – Compare injury reports related to training and incidents that an ISO would have or could have attended before and after the implementation of the ISO role. Personal information will be redacted.

3. On-scene Decon – Track the number of on-scene decon deployments for IDLH scenes.

4. Time to Identify & Correct Hazards – Measure the average time taken for the ISO to recognize and mitigate hazards on the fireground.

5. Compliance with SOGs and Best Practices – Assess the percentage of incidents where crews adhere to Standard Operating Guidelines due to ISO presence.

6. Number of PAR (Personnel Accountability Report) Checks Conducted – Ensure ISO is maintaining accountability and personnel safety during incidents.

Training, Documentation & Policy Impact

7. Number of Safety Recommendations Provided – Track how often the ISO suggests changes to procedures or policies based on incident reviews.

8. Post-Incident Reports & After-Action Reviews (AARs) Involving ISO – Count the number of incidents where the ISO contributes safety insights to improve department training.

9. Number of Training Sessions Facilitated by ISO – Assess how frequently the ISO provides/facilitates training to crews.

10. Implementation of Lessons Learned – Track how often recommendations from the ISO lead to updated training or operational changes.

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Comparative Metrics

11. Impact on Operational Efficiency – Measure if the ISO's presence leads to more streamlined operations with fewer injuries.

12. ISO Call Volume vs. Incident Volume – Assess if the ISO is being effectively utilized relative to the number of major incidents

Conclusion & Next Steps

Upon collecting and analyzing the above data, the parties bargaining committees will be able to determine the overall value of the ISO role. If the data supports the role's effectiveness, the department may consider further investment in the ISO position. If areas of improvement are identified, adjustments to the role's responsibilities or deployment strategy may be necessary.

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APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Bi-Annual Testing

The Parties agree to explore options for biannual testing

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APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Retirement

The Parties agree to create a committee within 180 days to review the 6 hours per day in the last pay before retirement.

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APPENDIX "K"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Combining Benefits Classes

The parties agree that benefits class 301 (Active over age 65) shall be eliminated.

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APPENDIX "L"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Parental Leave Top-Up

The parties agree that an equivalent or better parental leave top-up will be implemented when parental leave top-up is implemented for non-union employees.

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APPENDIX "M"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON
and
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1552

Physician Statement

An employee is required to report their absence to the Platoon Chief per Fire Department Policy "Absence Reporting and Disability Management". When a Physician Statement (PS) is requested, employees shall submit their PS directly to a Deputy Fire Chief or designate which may include Employee Health, Safety and Wellness.

It is understood that all minor absences, including documentation, are managed and maintained by a Deputy Chief.

It is understood that a staff member from Employee Health, Safety and Wellness, will manage cases that require support with return-to-work/stay-at work planning and extended absences and/or complex cases.

Only Physician Statements can be provided, no more doctor's notes. This removes resolve from grievance 1,2,3,4-09-1552.

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CITY OF Burlington

Burlington Fire Department – Physician's Statement

(Part A) Complete all fields

1. Employee Name:_____
2. Date employee under Physician Care for this sickness or injury: dd/mm/yy
3. General statement regarding nature of illness:_____
4. Is the employee capable of returning to full duties immediately? YES NO
5. If NO to #4, date employee will be capable of returning to full duties if known: dd/mm/yy
6. If NO to #4, is the employee engaged in an active treatment plan YES NO
7. If NO to #4, date of next appointment/update to employer: dd/mm/yy

(Part B) Must be completed if:

Return to work date is unknown or returning to work and require modified duties or as requested by Fire Management

A. SITTING/STANDING/WALKING	Rare (1-5%)	Occasional (6-33%)	Frequent (34-66%)	Often (67-100%)	No Limitations	Comments
Sitting	☐	☐	☐	☐	☐	
Standing	☐	☐	☐	☐	☐	
Walking	☐	☐	☐	☐	☐	
Crawling	☐	☐	☐	☐	☐	

B. LIFTING	Rare (1-5%) L R Both	Occasional (6-33%) L R Both	Frequent (34-66%) L R Both	Often (67-100%) L R Both	No Limitations L R Both	Comments
Sedentary (up to 4.5kgs)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Light (4.6 - 9.0 kgs)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Medium (9.1 – 22kgs)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Heavy (> 22kgs)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	

C. UPPER BODY	Rare (1-5%) L R Both	Occasional (6-33%) L R Both	Frequent (34-66%) L R Both	Often (67-100%) L R Both	No Limitations L R Both	Comments
Pushing / Pulling	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Carrying	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Gripping / Grasping	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Keyboarding	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Reaching Forward (over 45 cm)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Reaching Overhead (over 178 cm)	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	
Handling/ Fine Finger Movement	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	☐ ☐ ☐	

D. LOWER BODY REQUIREMENTS	Rare (1-5%)	Occasional (6-33%)	Frequent (34-66%)	Often (67-100%)	No Limitations	Comments
Kneeling / Crouching/ Squatting	☐	☐	☐	☐	☐	
Bending / Twisting/ Turning	☐	☐	☐	☐	☐	
Stair / Ladder Climbing	☐	☐	☐	☐	☐	

E. COGNITIVE CAPABILITIES	Rare (1-5%)	Occasional (6-33%)	Frequent (34-66%)	Often (67-100%)	No Limitations	Comments
Verbal communication	☐	☐	☐	☐	☐	
Attention to detail	☐	☐	☐	☐	☐	
Concentration	☐	☐	☐	☐	☐	
Able to follow and provide instruction	☐	☐	☐	☐	☐	

Operating Motorized Equipment: No Limitations ☐ Limitations - Reported to MTO as required ☐

Estimated Duration of Limitations: _____ Permanent? Yes ☐ No ☐

Does the employee require modified hours? Yes ☐ No ☐

If yes, please indicate: # of days available/week: _____ **# of hours available/day:** _____

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Burlington Fire Department – Physician's Statement

Modified Duties Fact Sheet

This "Modified Duties Fact Sheet" is intended to serve as a guide to assist our employees who have been injured or have been ill to return to gainful, productive employment with our company as soon as possible following the injury or illness, while ensuring that they adhere safely to temporary, physician-imposed restrictions relating to that injury or illness. This fact sheet will also help treating physicians to understand the range, scope and nature of the types of modified duties that are available so that they can make effective recommendations about return to work.

The term "modified duty" refers to the temporary work assignment that conforms to the treating physician's imposed limitations, when the injured employee's regular job duties may violate those temporary physical restrictions. The temporary work assignment may, or may not be in the same position or location as the employees' regular job. Modified work, tasks and/or projects can be tailored to the limitations provided in addition to modifying the hours of work as well.

The following are examples of the types of work and/or projects to assist you in understanding the City's flexibility in offering modified duties. The list is not exhaustive, below are examples only and, do not constitute the only work, tasks or projects that are available:

- Sedentary desk work with the ability to stand, sit and work at own pace as the limitations may require
- Filing records
- Assisting with the development and coordination of training plans
- Reviewing files to determine the completeness of a project
- Research best practices for policy or procedure amendments
- Transposing documents to PDF format
- Various computer work
- Shredding documents
- Photocopying
- Assist in reception duties
- Project work (Avantis project, new fire stations, breathing apparatus cylinder identification and rotation system)

Physician's Name (please print): _____

Physician's Signature: _____

Date: _____

Address and telephone: _____

_____

Please note: "The physician's approach to the injured/ill worker should be guided by the principle that safe and timely return to work is the desired outcome. Developing strategies for occupational rehabilitation should begin at the patient's first visit."

CMA – Injury/Illness and Return to Work Function: A Practical Guide for Physicians (June 2000)

Employee Health and Wellness Confidential Fax: 1-289-714-2650 Email: employeewellness@burlington.ca