



COLLECTIVE AGREEMENT

between the

TOWN OF AJAX

and the

AJAX PROFESSIONAL
FIRE FIGHTERS' ASSOCIATION
LOCAL 1092

January 1, 2022 – December 31, 2024

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AGREEMENT made this **1st** day of **January, 2022**

between

The Corporation of the Town of Ajax
(hereinafter called "the Town")

and

The Ajax Professional Fire Fighters' Association Local 1092
(hereinafter called "the Association")

THIS AGREEMENT WITNESSETH and the parties hereto agree each with the other as follows:

ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to maintain the mutually satisfactory relations between The Town and The Association; to provide machinery for the prompt and equitable disposition of grievances; and to establish and maintain working conditions relating to hours of work and wages. This Agreement covers all full-time Fire Fighters, as defined in the Fire Protection and Prevention Act, Part IX, hereinafter referred to as "Fire Fighters and Temporary Alarm Room Operators". The positions of Fire Chief and Deputy Fire Chief(s) are not within the scope of this Agreement. The terms and conditions for the Temporary Alarm Room Operators are attached as Schedule "C".

ARTICLE 2 - BARGAINING COMMITTEE

- 2.01 The Town agrees to recognize during the term of this Agreement or any extension thereof the five (5) Fire Fighters of the Association duly elected or appointed as the Bargaining Committee of The Association, and will deal with the said Committee in respect to matters which may properly arise from time to time during the term of this Agreement. In addition to the APFFA Bargaining Committee, the Association may have one (1) representative from the OPFFA or the IAFF if they so choose.

ARTICLE 3 – RIGHTS OF THE TOWN

- 3.01 The Association acknowledges that it is the function of the Town to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, transfer and promote;
 - (c) Discharge, demote, suspend or discipline Fire Fighters for just cause;
 - (d) Generally to supervise and administer the affairs of the Fire and Emergency Services Department.

ARTICLE 4 – SALARIES

- 4.01 Salaries of full-time Fire Fighters of the Fire and Emergency Services Department will be paid bi-weekly, and shall be in accordance with the Schedule of Wages.

- (a) Any changes to wages outlined in the Schedule of Wages, will become effective the first date of the pay period closest to the date the change is effective.

- 4.02 Every Fire Fighter, when required time has been completed for a promotion, and when so recommended by the Fire Chief and/or designate, shall be entitled automatically to a corresponding raise in salary in accordance with the Schedule of Wages effective on the first date of the pay period closest to the promotion date.

Recognition Pay

- 4.03 Recognition Pay as outlined in the Recognition Pay Schedule shall form part of the 1st Class Fire Fighter's base salary and shall be paid bi-weekly, it shall be paid to all ranks and classes and shall include Overtime, Vacation, Lieu Day Pay, Pensions, Sick Leave, WSIB etc. To be eligible for recognition pay the Fire Fighter must have achieved the years of service with the Town of Ajax Fire & Emergency Services.

- a) The eligibility for recognition pay is subject to the following:

Fire Suppression and Training Division Fire Fighters must maintain a DZ license. Fire Prevention Fire Fighters must maintain a minimum of a G license. Fire Fighter who become ineligible for recognition pay will have their entitlement restored upon reinstatement of their license. If any Fire Fighter in these divisions lose their driver's license (as required above) due to medical reasons, or suspension as a result of matters pertaining to the Family Responsibility Office, they shall continue to receive recognition pay.

- b) A Fire Fighter who is eligible for recognition pay shall have the recognition pay implemented on the first new pay period following their eligibility date.

Probationary Period

- 4.04 A Fire Fighter who is hired to fill a vacancy on the permanent staff of the Fire and Emergency Services Department shall be classified as a Probationary Fire Fighter. Such a Fire Fighter shall undergo a twelve (12) month period of probation while the Fire Fighter's suitability is determined. During this period the Fire Fighter shall be paid the Probationary wage classification for that position. If at any time during this period the Fire Fighter is found to be unable to perform the work, the Fire Fighter's employment shall be terminated without recourse to grievance or arbitration procedure. Upon completion of twelve (12) months, the Probationer shall become a Fire Fighter, on approval of the Fire Chief and/or designate and shall progress in conjunction with Article 4.00 of the Collective Agreement.

Progression

- 4.05 Every Fire Fighter shall serve a minimum period of one (1) year as a Probationary Fire Fighter, and at the end of that time shall become a Fire Fighter 4th Class, on approval of the Fire Chief and/or designate.
- 4.06 Every Fire Fighter shall serve a minimum period of one (1) year as a Fire Fighter 4th Class, and at the end of that time shall become a Fire Fighter 3rd Class, on approval of the Fire Chief and/or designate.
- 4.07 Every Fire Fighter shall serve a minimum period of one (1) year as a Fire Fighter 3rd Class, and at the end of that time shall become a Fire Fighter 2nd Class, on approval of Fire Chief and/or designate.

- 4.08 Every Fire Fighter shall serve a minimum period of one (1) year as a Fire Fighter 2nd Class, and at the end of that time shall become a Fire Fighter 1st Class, on approval of the Fire Chief and/or designate.
- 4.09 Alarm Room Operators shall serve a period of twelve (12) months in each Class and shall be required to write and successfully complete an examination prior to advancing into the next Class of that position on approval of the Fire Chief and/or designate until they reach 1st Class.

Performing the Duties of an Officer Rank

- 4.10 Any Fire Fighter who is assigned to perform the duties of an Officer rank (i.e. Captain or above), in the absence of the person who normally performs those duties, shall be paid at the rate of pay applicable to such rank while so acting.
- 4.11 No Fire Fighter may serve in a permanent capacity more than one rank above the Fire Fighter's present position until the rank of a 1st Class Fire Fighter is attained.
- 4.12 Any Fire Fighter who is assigned to perform duties above 1st Class Fire Fighter shall be qualified.

New Classifications

- 4.13 When new classifications are to be created within the Collective Agreement, the Agreement shall not be amended without both parties mutually agreeing on salary, hours of work and working conditions not included in this Agreement.

Honourariums

- 4.14 Annual honourariums will be paid to an individual who performs the following on an annual basis as long as this work is done in house:
- SCBA Technician \$650.00
 - Emergency Medical Instructor \$650.00
- (a) The individual must perform the above duties consistently throughout the year. An individual who performs these functions for less than a year will have the honourarium prorated.
- (b) The Town maintains their right to determine the qualifications, skills, duties, and number of individuals required. The Fire Chief and/or Designate will determine which individuals are selected to perform the work of the SCBA Technician, and Emergency Medical Instructor. This work is not considered to be customary work of the bargaining unit and the Town reserves the right to send the work outside the Fire and Emergency Services at any time as may be required.
- (c) Honourariums will be paid the first pay period in December each year.

ARTICLE 5 – SENIORITY/TRANSFERS

- 5.01 In determining the length of service of a Fire Fighter for seniority purposes in the Fire and Emergency Services Department, such length of service shall be computed from the date of hiring of such full-time Fire Fighter, including employment as a Probationary Fire Fighter, provided however, that in the case of a Fire Fighter who has had leave of absence for more than six (6) consecutive months, other than leave of absence on His Majesty's Service or Maternity and/or Parental Leave, such length of service shall be computed from

the date of re-entering the service or the date of termination of leave of absence, as the case may be.

- (a) Fire Fighters on Long Term Disability shall continue to accrue seniority during the first twenty-four (24) months on Long Term Disability.

5.02 The APFFA President and Secretary will receive an electronic copy of the seniority list annually.

5.03 A Fire Fighter, who transfers or is promoted from one division of the Fire and Emergency Services Department to another, shall serve a minimum period of two (2) years in that division before becoming eligible to request a transfer from that division.

5.04 In the event of a hiring for a Probationary position within any division, a Fire Fighter requesting a lateral transfer into that position shall be given priority under the following circumstances:

- (a) The Fire Fighter applying for the position must demonstrate they have the minimum qualifications and requirements as outlined in the job posting;
- (b) The Fire Fighter will be placed in the recruit class;
- (c) The Fire Fighter's performance will be monitored for a 6 month trial period, if they are deemed successful they will remain in the position. If they are not deemed successful they will return to their previous position and the rate of pay they held when in that position;
- (d) The Fire Fighter will assume the wage rate for the position at the probationary step rate and will move through the wage steps in accordance with the Schedule of Wages.

5.05 Platoon Transfers – Suppression Fire Fighter (24 Hour Shift)

When a Fire Fighter is transferred from one platoon to another, the Fire Fighter shall not be scheduled to work on the new platoon until after three (3) calendar days have passed.

ARTICLE 6 - ANNUAL VACATION AND PAID HOLIDAYS

For the purpose of, computing entitlement for vacations, the vacation year shall be, considered as being from July 1 to June 30.

6.01 Non-Suppression Fire Fighters with less than one (1) year of service shall be allowed vacation entitlement as per the following schedule:

- After 1 completed month of service - 0 calendar days
- After 2 completed months of service - 3 calendar days
- After 3 completed months of service - 4 calendar days
- After 4 completed months of service - 5 calendar days
- After 5 completed months of service - 6 calendar days
- After 6 completed months of service - 7 calendar days

- After 7 completed months of service - 9 calendar days
- After 8 completed months of service - 10 calendar days
- After 9 completed months of service - 11 calendar days
- After 10 completed months of service - 12 calendar days
- After 11 completed months of service - 13 calendar days

All vacation days shall be taken consecutively. All vacations shall commence on a Monday.

Suppression Fire Fighters (24 Hour Shift)

There shall be no enhancements to vacation entitlement or pay as a result of the 24 hour shift.

Fire Fighters with less than one (1) year of service shall be allowed vacation entitlement as per the following schedule:

- After 1 completed month of service 0 calendar days
- After 2 completed months of service 3 calendar days – Any 24 Hour Shifts that fall within this timeline.
- After 3 completed months of service 4 calendar days – Any 24 Hour Shifts that fall within this timeline.
- After 4 completed months of service 5 calendar days – Any 24 Hour Shifts that fall within this timeline.
- After 5 completed months of service 6 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 6 completed months of service 7 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 7 completed months of service 9 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 8 completed months of service 10 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 9 completed months of service 11 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 10 completed months of service 12 calendar days – Any 24 Hour shifts that fall within this timeline.
- After 11 completed months of service 13 calendar days – Any 24 Hour shifts that fall within this timeline.

All vacation days shall be taken consecutively. All vacations shall commence on a Monday.

- (a) It is understood that the single vacation days shall be calculated at 12 hours for the purpose of vacation selection only. Therefore, it would take two (2) single vacation days to equal one 24 hour shift.
 - (i) When scheduling a single vacation day, the Fire Fighter may choose the first half of the shift commencing at 0800 hour to 2000 hours, or the last half of the shift commencing at 2000 hours to 0800 hours.

- (b) As is current practice, vacation pay out (when a Fire Fighter leaves employment) is calculated on a 42 hour work week, that is, one week of earned vacation time is paid out at 42 hours. Single days are calculated at 1/5 of 42 hours for the purposes of payout.
- 6.02 Fire Fighters with one (1) year of service and less than three (3) years of service, eight (8) days vacation.
- 6.03 Fire Fighters with three (3) years of service and less than four (4) years, eleven (11) days vacation.
- 6.04 Fire Fighters with four (4) years of service and less than seven (7) years, twelve (12) days vacation.
- 6.05 Fire Fighters with seven (7) years of service and less than ten (10) years, fifteen (15) days.
- 6.06 Fire Fighters with ten (10) years of service and less than thirteen (13) years, seventeen (17) days.
- 6.07 Fire Fighters with thirteen (13) years of service and less than sixteen (16) years, eighteen (18) days.
- 6.08 Fire Fighters with sixteen (16) years of service and less than nineteen (19) years, nineteen (19) days.
- 6.09 Fire Fighters with nineteen (19) years of service and less than twenty-five (25) years of service, twenty (20) days.
- 6.10 Fire Fighters with twenty-five (25) or more years of service, twenty-four (24) days.
- 6.11 A Fire Fighter who has completed twenty-nine (29) years of full-time service shall receive four (4) additional days of vacation that they may utilize during their thirtieth (30th) year. This extra week of vacation shall only apply once during the thirtieth (30th) year.
- 6.12 Vacations shall be drawn on a system basis as agreed by the Association.
- 6.13 Vacations shall be scheduled in the twelve-month period. The first Monday in January shall determine the calendar year in which vacation is taken.
- 6.14 All vacations must be approved by the Fire Chief and/or designate.
- 6.15 Schedules for vacations and lieu days shall be submitted to the Fire Chief and/or designate not later than December 1st of the preceding year.
- 6.16 Wherever possible, at least thirty (30) days prior to the implementation of any proposed shift changes the Fire Chief and/or designate shall notify the Association Executive through email and the Fire Fighter(s) affected to re-schedule vacations and lieu days.
- 6.17 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty.
- 6.18 Where a Fire Fighter is on sick leave as defined by the terms of the Sick Leave Plan, and where such illness continues into the Fire Fighter's scheduled vacation period, a request in writing may be made to the Fire Chief and/or designate prior to the scheduled vacation for postponement and re-scheduling of said vacation. Such request shall be accompanied by a doctor's certificate and under conditions pursuant to the Sick Leave Plan. The date

of such re-scheduled vacation period shall be as determined by the Fire Chief and/or designate, but where re-scheduling cannot be made, the Fire Fighter shall be paid at regular rates in lieu of the re-scheduling.

Statutory / Paid Holidays

6.19 All Fire Fighters shall receive 14 days in lieu for those Statutory and/or Paid Holidays outlined in Clause 6.20 of this Collective Agreement in January of each year for the purpose of scheduling time off, plus any holiday that the government mandates for municipal employees. Fire Fighters may select their lieu days in advance of the actual statutory and/or paid holiday for approval by the Fire Chief and/or designate.

- (a) It is understood that the lieu days are given in advance for the purposes of scheduling time off, and should the Fire Fighter take their lieu days either in time off and/or pay prior to the statutory and/or paid holiday occurring and then leave the employment of the Ajax Fire & Emergency Services, or goes on a pregnancy/parental or adoption leave of absence, shall have the time reimbursed to the Town on their final pay. In the case of pregnancy/parental or adoption leaves of absence the Town may agree to deduct the days owing from the Fire Fighter's future time in the year they return from such leave. If the Fire Fighter does not return from leave and terminates their employment with the Town, they agree to pay back the monies owing.

Suppression Fire Fighter (24 Hour Shift)

- (b) It is understood that one (1) Statutory and/or Paid Holiday is equal to 12 hours or one half (1/2) shift. Therefore, it would take two (2) Statutory and/or Paid Holidays to equal one (1) 24 hour shift.

When scheduling a single day, the Fire Fighter may choose the first half of the shift commencing at 0800 hour to 2000 hours, or the last half of the shift commencing at 2000 hours to 0800 hours.

6.20 The following are considered as holidays:

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

6.21 All Fire Fighters working in shifts in accordance with Article 7:01 will be allowed to take four (4) consecutive working days off as Statutory Holidays subject to the approval of the Fire Chief and/or designate and the Association. Such Statutory Holidays can be taken to a maximum of fourteen 14 days off duty, or fourteen (14) days in pay, or any combination thereof. This shall be at the Fire Fighter's option, providing that the option has been stated in writing prior to December 1st in the preceding year.

- (a) A Fire Fighter working on steady day shift may elect to take to a maximum of fourteen (14) days off duty, or fourteen (14) days in pay or any combination thereof. In the event that the Fire Fighter takes the time off they may not take more than one work week at any one time. This shall be at the Fire Fighter's option, providing that the option has been stated in writing prior to December 1st in the preceding year.

Suppression Fire Fighter (24 Hour Shift)

- (b) All Fire Fighters working in shifts in accordance with Article 7:01 will be allowed to combine the days in order to take up to 2 consecutive 24 hour shifts off as Statutory Holidays subject to the approval of the Fire Chief and the Association. Such Statutory Holidays can be taken to a maximum (14) half shifts off duty, or fourteen (14) half (1/2) shifts in pay, or any combination thereof. This shall be at the Fire Fighter's option, providing that the option has been stated in writing prior to December 1st in the preceding year.
- 6.22 Fire Fighters on lieu days may be recalled when in the opinion of the Fire Chief and/or designate the lack of manpower on a shift affects the operation or efficiency of the Department, but such recall will only be made when available manpower on a shift in any one station drops two (2) below the regular complement.
 - (a) A Fire Fighter who if offered, an opportunity to work an overtime shift and accepts that opportunity, will be compensated for all hours worked in accordance with Article 7.04 of the Collective Agreement.
- 6.23 Pay under Article 6.21 due to Fire Fighters who work a forty-two (42) hour work week shall be paid on or before the first pay day in December of each year. One (1) day's pay to be calculated at twelve (12) hours.
- 6.24 Pay under Article 6.21(a) due to Fire Fighters who work a thirty-eight (38) hour work week shall be paid such on or before the first pay day in December of each year. One (1) day's pay to be calculated at nine and one half (9.5) hours.
- 6.25 Pay under Article 6.21 due to Fire Fighters who work the 24 hour shift, shall be paid on or before the first pay day in December of each year. One (1) day's pay shall be calculated at twelve (12) hours.
 - ½ Shift = 12 hours (or 1 day)
 - 1 Shift = 24 hours (or 2 days)
- 6.26 Annual vacation entitlements shall be provided to all Fire Fighters covered within this Collective Agreement in writing by the Fire Chief and/or designate, no later than August 31st of the preceding year.
- 6.27 A Fire Fighter who takes their vacation time, then leaves the employment of the Fire & Emergency Services prior to earning the vacation time, shall have the time owing back to the Town deducted from their final pay.

ARTICLE 7 – HOURS OF WORK

- 7.01 For Alarm Room Operators the regular hours of work shall be forty-two (42) hours per week on a two platoon system consisting of ten (10) hour day shift and fourteen (14) hour night shift as per attached Schedule "A".

Suppression Fire Fighter (24 Hour Shift)

- (a) The regular hours of work shall be forty-two (42) hours per week on a two platoon system consisting of twenty-four (24) hours shifts as per attached Schedule "A-24".

(b) **24 Hour Shift - “A Day”**

Wherever a “day” is used in a policy, it shall be understood that a day is “12 hours” or “half a shift”. Only where indicated in the Collective Agreement, Town Policy, Town Practice, or as listed herein, this understanding shall not be used for calculating payment.

- 7.02 At the absolute discretion of the Fire Chief and/or designate, a Fire Fighter may be granted approval to change shifts or days off with another Fire Fighter.

Suppression Fire Fighter (24 Hour Shift)

- (a) Under the Fire Protection and Prevention Act, the maximum allowable scheduled shift for a Fire Fighter is twenty-four (24) hours. Therefore, the Fire Fighter must have a break of no less than twelve (12) consecutive hours off immediately prior to their shift and twenty-four (24) consecutive hours off immediately following their shift.

(b) **Shift Exchanges**

For the purposes of shift exchanges, the parties agree that where an unforeseen circumstance arises, the maximum amount of time a Fire Fighter may work is thirty (30) hours. The Fire Protection and Prevention Act Section 43, requires that all Fire Fighters working 24 hour shifts be scheduled off duty for a minimum of 24 hours following the completion of their shift. Therefore, the Fire Fighter must have a break of no less than twelve (12) consecutive hours off immediately prior to their shift and twenty-four (24) consecutive hours off immediately following their shift.

- 7.03 Where a fire, flood or other disaster occurs that requires the services of every full-time Fire Fighter, the Chief or other Officer in charge of the Fire and Emergency Services Department may recall to duty any full-time Fire Fighter who is not on duty.

- 7.04 Any Fire Fighter called back to work as defined by the Fire Protection & Prevention Act for an emergency shall be paid at a rate of time of one-half (1½) of the prevailing hourly rate for a minimum of three (3) hours for all hours worked.

The same shall apply to the following:

- (a) Off duty Fire Fighters called back to work overtime for staffing purposes.
- (b) Platoon Chiefs and Qualified Platoon Chiefs attending meetings with the Fire Chief and/or designate outside of their regular scheduled working hours.
- (c) Conducting or delivering training outside of their regular scheduled working hours that has been approved by the Fire Chief and/or designate.
- (d) Fire Fighters in Fire Prevention returning to work overtime outside of their regular scheduled working hours to complete inspections, investigations, TAPP-C meetings, or public relations events.

Fire Fighters shall be paid straight time for participating on committees and any other meetings outside of regular working hours.

- 7.05 Firefighters in Fire Prevention and Training shall work a four (4) day work week for a total of 38 hours per week and shall be as follows:

Platoon A	Monday to Thursday	0730 hours to 1730 hours
Platoon B	Tuesday to Friday	0730 hours to 1730 hours

One half hour unpaid lunch period will be provided.

- (a) When Fire Fighters in Fire Prevention or Training are required to attend courses which include seminars, conference, etc., they will be required to revert back to a five (5) day work week.
- 7.06 The Chief Communications Officer will be, required to work a steady day shift of 38 hours per week, four (4) days per week (Tuesday to Friday), 0730 hours to 1730 hours, complete with a one half hour (1/2) unpaid lunch.
 - (a) When the Chief Communications Officer is required to attend courses which include seminars, conference, etc., he/she shall be required to revert back to a five (5) day work week.
- 7.07 Hours of work of steady day shift workers in Communications, Fire Prevention or Training Division may be altered by mutual agreement between the Fire Chief and/or designate and the steady day shift worker but in any event, should not average any more than their regular hours of work.

Clarity Note: Designate is not necessarily only delegated to the Deputy, it could be delegated to the Divisional Commander or Platoon Chief.
- 7.08 A Fire Fighter may bank overtime up to a maximum of eight-four (84) hours to be taken as bank time. All scheduling of bank time is subject to the approval of the Fire Chief and/or designate and shall be taken in minimum blocks of four (4) hour increments.
 - (a) Upon leaving the employment with the Town of Ajax the Fire Fighter's bank time account shall be paid out to the Fire Fighter.
 - (b) In the event that the active Fire Fighter passes away or must leave employment due to illness, their complete bank time account shall be paid to the Fire Fighter or their estate.
 - (c) A Fire Fighter may request in writing to have their bank time paid out subject to approval of the Fire Chief and/or designate.

ARTICLE 8 – LAY-OFF PROCEDURE

- 8.01 In the event of a reduction in the work force, lay-off shall commence with the Fire Fighter with the least amount of total departmental seniority with the Fire and Emergency Services Department within the division affected provided the remaining Fire Fighters are capable of performing the available work.

Note: For the purpose of this Clause only, the Fire Suppression, Fire Prevention and Training Divisions shall be treated as one division.
- 8.02 Fire Fighters so laid off shall retain, but shall not accrue their seniority while laid off.
- 8.03 Any Fire Fighter who has been laid off for twelve (12) consecutive months will lose any previous acquired seniority and will be rehired only as a new Fire Fighter.

- 8.04 A Fire Fighter whose seniority has terminated as a result of a lay-off may be rehired as a new Fire Fighter, but at a classification not greater than previously held.
- 8.05 In the event of recall or increase in the work force, position will be filled in the reverse manner to the lay-off.
- 8.06 A Fire Fighter will be deemed to have resigned if, after lay-off, the Fire Fighter fails to acknowledge availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday, and Statutory and/or Paid Holidays) and further, fails to report to work within ten (10) working days after notice of recall is issued.

Suppression Fire Fighter (24 Hour Shift)

A Fire Fighter will be deemed to have resigned if, after lay-off, the Fire Fighter fails to acknowledge availability to report to work within five (5) calendar days after notice of recall is issued (excluding Saturday, Sunday, and Statutory and/or Paid Holidays) and further, fails to report to work within ten (10) calendar days after notice of recall is issued.

- 8.07 Fire Fighters laid off may elect to continue the following plans for a period of up to twelve (12) months, provided the Fire Fighter pays one hundred percent (100%) of the premium cost of these plans.
- Group Life Insurance
 - Extended Health Care Benefit
 - Semi-private Ward Coverage
 - Dental
- 8.08 No payment shall be made by the Town with respect to Statutory and/or Paid Holidays, Pensions, Vacations, Sick Leave Credits, Lieu Days, Service Pay, Long Term Disability, or any other form of compensation whatsoever, to or on behalf of a Fire Fighter who has been, laid off.
- 8.09 Before any member of the bargaining unit is laid off, all Volunteer Fire Fighters shall first be laid off.

Contracting Out

- 8.10 Notwithstanding Federal and Provincial legislation and/or regulatory change and with the exception of outside agencies to assist the Training Division with training that is not customarily delivered by the AFES Training Division and except to the extent and to the degree agreed upon by the Town and the Association, no work customarily performed by Fire Fighter's covered by this agreement shall be performed by another employee of the Corporation or by a person who is not an employee of the Corporation.

ARTICLE 9 - EXAMINATIONS

- 9.01 "Examination" means any exam or test of which the results will be entered into either Personnel, Departmental, or Town records and such examinations shall be given for promotional purposes only.
- 9.02 Fire Fighters will be, given sixty (60) days written notice prior to a promotional examination. All progressional exams will be, conducted while on duty.

- 9.03 For progression up to and including the rank of 1st Class Fire Fighter, in the Fire Suppression, examination material will be drawn from the Fire and Emergency Services Department Manual, existing equipment and/or Rules and Regulations of the Department. Examining material for positions above 1st Class Fire Fighter, in Fire Suppression, shall be drawn from the aforementioned material plus any knowledge required outside the Manual.
- (a) For progression up to and including the rank of 1st Class Fire Inspector in the Fire Prevention Division, examination material will be drawn from the Rules and Regulations of the Department, the Ontario Fire and Building Codes, applicable fire safety legislation, relevant codes and standards, and general knowledge pertaining to Fire Prevention.
- (b) For progression up to and including to the rank of 1st class Alarm Operator in the Communications Divisions, examination material will be drawn from the Departmental Rules and Regulations, Alarm Room Equipment and related reference material, departmental work instructions, operating procedures and related Alarm Room training materials.
- (c) For all examination processes, the Fire Chief and/or designate will indicate the scope and general subject matter and will make available material electronically 60 days prior to the examination.
- 9.04 The Fire Chief and/or designate may, at their sole discretion, and if deemed expedient, arrange for tests and/or examinations to be conducted so as not to conflict with the Christmas season.
- 9.05 Upon request, the Fire Fighter shall have all promotional or progressional exams reviewed with the Chief Training Officer or designate within ninety (90) days of completion of such exam.

ARTICLE 10 - CLOTHING

- 10.01 Upon the start of employment fire fighters shall be issued two (2) job shirts, four (4) pairs of fatigue pants, four (4) pairs of fatigue shirts, four (4) t-shirts, one (1) pair of safety shoes and one (1) toque.
- 10.02 All full time Fire Fighters of the Fire and Emergency Services Department shall be issued a full dress uniform consisting one (1) tunic, one (1) trouser, one (1) dress shirt, one (1) black belt and one (1) parka, upon the successful completion of their recruit training.
- 10.03 Annually one (1) pair of fatigue pants, one (1) fatigue shirt, and two (2) t-shirts shall be issued. All other uniform items will be replaced on an as needed basis.
- (a) Every two (2) years one (1) job shirt shall be issued.
- 10.04 All future issues of fatigue shirts and trousers shall meet the specifications which shall be mutually agreed upon by the Chief and the Association.

ARTICLE 11 – SICK LEAVE

- 11.01 All full-time Fire Fighters shall be entitled to sick leave as provided in Schedule "B".
- 11.02 For the purpose of deduction from accumulated sick leave credits, one day shall be equal to one full shift.

Suppression Fire Fighter (24 Hour Shift)

For the purpose of deduction from accumulated sick leave credits, one (1) credit shall be equal to one half (1/2) 24 hour shift.

Family Emergency Days

11.03 A Fire Fighter, who is required to tend to a family member as defined below, for emergency reasons, may use a maximum of four (4) sick leave days in any one calendar year. The Fire Fighter shall request such leave from the Chief and/or designate, citing the relationship of the family member.

(a) The Fire Fighter must have the days in their sick leave bank,

(b) Family Emergency Days must be taken in a minimum of half days,

(c) For the purpose of this clause, a "Family Member" means:

- The Fire Fighter's spouse
- A parent, step-parent or foster parent of the Fire Fighter or the Fire Fighter's spouse.
- A child, step-child or foster child of the Fire Fighter or the Fire Fighter's spouse.
- A grandparent, step-grandparent, grandchild or step-grandchild of the Fire Fighter or of the Fire Fighter's spouse.
- The spouse of a child of the Fire Fighter.
- The Fire Fighter's brother or sister.
- A relative of the Fire Fighter who is dependent on the Fire Fighter for care or assistance.

Suppression Fire Fighter (24 Hour Shift)

11.04 A Fire Fighter working the 24 hour shift, who is required to tend to a family member as defined below, for emergency reasons, may use a maximum of 4 sick credits in any one calendar year. The Fire Fighter shall request such leave from the Chief and/or designate, citing the relationship of the family member.

(a) The Fire Fighter must have the credits in their sick leave bank,

(b) Family Emergency Leave Days must be taken in a minimum of half shifts,

(c) For the purpose of this clause, a "Family Member" is defined in article 11.03 (c)

1 Sick Credit = 12 Hours

2 Sick Credits = 24 Hours

ARTICLE 12 – LEAVE OF ABSENCE

12.01 Up to a maximum of six (6) accredited Fire Fighters, representing The Association shall be entitled to six (6) days off duty, with pay, to attend the International, Canadian and Provincial Associations of Professional Fire Fighters' Seminars, conferences, quarterly meetings and conventions at any one time. The Association agrees that the Fire Chief

and/or designate shall receive seven (7) working days' notice of requests for Leave of Absence.

- (a) The Association agrees to replace the accredited Fire Fighters when Leave of Absence is granted, and to pay the replacement's salary at a rate agreed upon with the replacement and The Association, provided that the said replacement shall be first approved by the Fire Chief and/or designate.
- (b) If one of the Fire Fighters as outlined in 12.01 above is a Fire Fighter working the 24 hour shift, then one (1) day shall equal 12 hours.

Bereavement Leave

12.02 In the event of a death in the family of a Fire Fighter, and provided the Fire Fighter was scheduled to work, the Fire Fighter shall be entitled, upon request to the Chief, to paid bereavement leave as outlined in subsections (a), (b) and (c) provided the Fire Fighter attends the funeral of the deceased.

- (a) In the event of a death of a Fire Fighter's current spouse, child, or current spouse's child four (4) working days. Such bereavement leave shall be taken within the seven (7) calendar days following the date of the death.
- (b) In the event of a death of a Fire Fighter's or current spouse's parent, sister, brother, grandmother, grandfather or grandchild, four (4) working days. Such bereavement leave shall be taken within the seven (7) calendar days following the date of the death.
- (c) A Fire Fighter will be granted two (2) days to attend the day of the funeral for a Fire Fighter's or their current spouses' Aunt or Uncle.
- (d) When the burial/memorial/celebration of life takes place outside of the initial bereavement leave period the Fire Fighter may save up to two (2) days of the bereavement leave to attend provided the Fire Fighter was scheduled to work on that day.

12.03 At the absolute discretion of the Fire Chief and/or designate a Fire Fighter may be granted special compassionate leave with pay not exceeding one (1) day, for persons not defined under Section 12.02.

Suppression Fire Fighter (24 Hour Shift)

1 Day / Working Day = 12 hours
1 Shift = 24 hours (or 2 days)

12.04 If a Fire Fighter while on shift is informed of a family member's death, the Fire Fighter may use their sick leave credits for the remainder of that day. Bereavement leave will commence in accordance with Article 12.02 and its sub clauses. Family member is defined in Article 12.02 (a), (b) and (c).

Pregnancy/Parental or Adoption Leave

12.05 Fire Fighters on pregnancy/parental or adoption leave and who are in receipt of E.I. benefits for such, shall receive the difference between (i) seventy-five (75%) of their regular weekly earnings; and (ii) the weekly EI benefit that is payable or would be payable to the member without regard to any election by the member to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance

Act. For clarification purposes the total top-up provision will be capped based on compensation that a Fire Fighter would earn on the 12 month E.I. pregnancy/parental leave. This provision will be applied when the leave started for a period of no more than eighteen (18) weeks. This clause does not apply to Temporary Alarm Room Operators.

- (a) The Fire Fighter must advise the Benefits Specialist in HR Services by e-mail of their anticipated leave no later than 2 weeks prior to the leave starting and must indicate when the leave is anticipated to end.
- (b) The Fire Fighter will be required to provide a copy of their E.I. statement to confirm receipt of EI benefits before the top up of wages will begin.
- (c) Pregnancy and/or Parental or Adoption leaves of absence will be in accordance with the Employment Standards Act and any amendments made thereto.
- (d) A Fire Fighter who is pregnant shall be allowed to utilize their sick leave when it is not possible to schedule their doctor's appointment on their day off. This shall include specialists and midwife appointments. The Town may request confirmation to confirm appointments cannot be scheduled on off days.

12.06 Paid Vacation entitlement shall not be reduced as a result of any period of pregnancy or parental leave taken in accordance with this article.

ARTICLE 13 – COURT APPEARANCES

13.01 A Fire Fighter who is required to appear in Court or subpoenaed to appear before a Government Agency on Fire and Emergency Services business, while off duty shall receive compensation at the rate of one and one half times (1½) their regular rate of pay. If a Fire Fighter is requested or subpoenaed by the Association, or the Association counsel, to appear in court, the Association shall cover the costs.

13.02 The Fire Fighter will be paid actual mileage, at the current Town rate, if required to use their personal vehicle. Any court fee paid to the member will be paid to the Town.

ARTICLE 14 – PENSION PLAN

14.01 All Fire Fighters covered by this Agreement, and all future Fire Fighters, shall, as a condition of employment with The Town, subscribe to the Ontario Municipal Employees Retirement System.

14.02 The parties recognize that as a result of the health and safety risks to Fire Fighters and to the community any Fire Fighter who may be called upon at any time to engage in Fire Fighter suppression activities shall retire at the end of the month in which the Fire Fighter turns sixty (60). Any Fire Fighter who is not called upon at any time to engage in Fire Fighter suppression activities and who has attained the retirement age of sixty (60) years may, if the Fire Fighter so desires, continue to work on a year to year basis until the age of sixty-five (65) years upon the recommendation of the Fire Chief and/or designate and with the approval of Council. At the end of the month in which the Fire Fighter turns sixty-five (65) years of age retirement would be mandatory.

14.03 The Ontario Municipal Employees Retirement System (OMERS) Pension Plan shall consist of OMERS basic plan.

ARTICLE 15 - BENEFITS

15.01 The Town agrees to pay 100% of the premiums of:

- (a) The No-Deductible Major Medical, to provide for the provision of Generic Drugs rather than name brand unless specifically prescribed otherwise by the physician;
- (b) Dental Plan – Current ODA fee schedule;
- (c) Medical coverage for eye glasses to the amount of \$500 plus an additional \$100 to include eye exam;
- (d) Group Insurance Plan, and Accidental Death and Dismemberment Plan of the designated Town Carrier. The Group Insurance Plan shall consist of two (2) times the Fire Fighter's annual salary to a maximum of four hundred thousand(\$400,000.00) ; and Accidental Death and Dismemberment Plan shall consist of two (2) times the Fire Fighter's annual salary to a maximum of four hundred thousand (\$400,000.00) , a supplemental death insurance benefit equal to two times (2X) the employee's annual salary has been added that would be payable in the event of a line of duty death due to occupational accident or disease as determined by the Workplace Safety and Insurance Board, there shall be no duplication of entitlement under the existing AD&D coverage
- (e) The Town will provide Orthodontic coverage at 50% co-insurance with a lifetime maximum of \$4,000.00 for dependent children only.

15.02 It is understood that the insured benefits described in this article will not be reduced during the term of this Agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or any statutory requirement. The terms of any policy shall be submitted to the Association for review prior to being purchased by the Corporation. The Town will assist the Fire Fighter in dealing with the insurance company in any dispute over the payment of benefits.

Retirees Benefits

15.03 The Town shall provide the following benefits for Fire Fighters upon retirement until the age of sixty-five (65) years:

- Major Medical
- Dental
- Vision Care

It is understood that the benefit coverage for all current and, future retirees as allowed for, in the Collective Agreement will be in accordance with the current Collective Agreement and remains current unless otherwise negotiated.

15.04 Each Fire Fighter upon date of retirement shall receive a paid-up life insurance policy in the amount of two thousand (\$2,000.00) dollars. An additional \$2,000.00 shall be provided in a paid-up Life Insurance Policy on the basis of a 50/50 co-insurance basis at the option of the retiring Fire Fighter.

Health Care Spending Account

- 15.05 The Corporation shall provide a Health Care Spending Account in the amount of three thousand (\$3,000) dollars to all Fire Fighters that have retired after January 1, 2016 based on the following:
- (a) The Fire Fighter will receive the Health Care Spending Account the first month following the month in which they turn sixty-five years (65) of age and will end December 31, of the year they turn seventy-five (75) years of age;
 - (b) The Health Care Spending Account will be paid out on the first new pay period in January of each year, and will be deposited into their bank account;
 - (c) The Fire Fighter shall ensure they advise Payroll of any banking changes.

Survivor Benefits (Death of Active Fire Fighter)

- 15.06 A Fire Fighter who dies while actively employed with the Town of Ajax Fire and Emergency Services from an illness/injury that is not work related and not covered under the W.S.I.B.
- (a) Upon the death of an active Fire Fighter, the surviving spouse and dependents who are covered under the Fire Fighter's benefit plan at the time of death will continue to receive Major Medical, Dental and Vision Care benefits until the earliest of:
 - A period of 24 months following the date of the Fire Fighter's death; or
 - Until the end of the month in which the surviving spouse turns sixty-five (65); or
 - The surviving spouse remarries.
 - (b) It is understood that if a surviving spouse is sixty-five (65) years of age or older prior to or on the day in which the active Fire Fighter dies, they will not be eligible for survivor benefits. It is also understood for dependents to be eligible for survivor benefits they must be a dependent under the definition of the benefit carrier.
 - (c) The Town agrees to pay 100% of the premiums to a benefit carrier for the benefits outlined in Article 15.01(a) through (b).

Survivor Benefits (Death of Retired Fire Fighter)

- 15.07 A Fire Fighter who has retired from the Town of Ajax Fire & Emergency Services and is in receipt of an OMERS Pension, and is not more than sixty-five (65) years of age.
- (a) Upon the death of a retired Fire Fighter, the surviving spouse and dependents who are covered under the Fire Fighter's benefit plan at the time of death shall continue to receive Major Medical, Dental and Vision Care until the earliest of:
 - A period of 24 months following the date of the Fire Fighter's death; or
 - Until the end of the month in which the surviving spouse turns sixty-five (65); or
 - The surviving spouse remarries.
 - (b) It is understood that if a surviving spouse is sixty-five (65) years of age or older prior to or on the day in which the retired Fire Fighter dies, they will not be eligible for survivor benefits. It is also understood for dependents to be eligible for survivor benefits they must be a dependent under the definition of the benefit carrier.
 - (c) The Town agrees to pay 100% of the premiums to a benefit carrier for the benefits outlined in Article 15.03.

Ex-Spouse Coverage

- 15.08 In the event that any Fire Fighter becomes separated from their spouse and a separation agreement, or court order requires the Fire Fighter to maintain benefit coverage for the ex-spouse, the following shall occur:
- (a) The Fire Fighter will provide the Town with a copy of the specific part of the separation agreement or court order which requires the Fire Fighter to maintain the benefit coverage for their ex-spouse.
 - (b) The Town will maintain benefit coverage for the ex-spouse even in the event that the Fire Fighter becomes divorced from their ex-spouse.
 - (c) While the ex-spouse is covered under the Fire Fighter's benefit coverage, the Fire Fighter will not be allowed to have anyone else as a spouse under their benefit coverage.
 - (d) The ex-spouse benefits will cease when one of the following occurs:
 - the Fire Fighter is no longer working for the Town of Ajax; or
 - when the ex-spouse enters into a marriage including common-law marriage; or
 - when the Fire Fighter and/or ex-spouse turns sixty-five, whichever occurs first; or
 - when there is a Court Order that no longer requires the Fire Fighter to provide benefits to their ex-spouse.

Medical Notes

- 15.09 The Town shall reimburse each fire fighter who is covered by this Collective Agreement and is required to maintain a DZ license, up to one hundred and twenty-five dollars (\$125.00). This reimbursement shall cover the cost for one (1) medical examination required by the Ontario Ministry of Transportation at the age based frequency specified by the Ministry. When seeking reimbursement, the fire fighter shall provide to the Town a receipt as proof of completion of the medical.
- 15.10 The Town will pay the reasonable cost of any medical documentation it may require from a fire fighter.

ARTICLE 16 – WORKPLACE SAFETY & INSURANCE ACT

- 16.01 All Fire Fighters are to be covered by the Workplace Safety & Insurance Act.
- 16.02 Should a Fire Fighter, become unable to perform the job for reasons of physical or mental disability incurred on the job, the Town shall make every effort to place the Fire Fighter on another job within the confines of the Fire and Emergency Services Department at the applicable rate of pay.
- 16.03 When a Fire Fighter is on Workplace Safety & Insurance Allowance, The Town shall supplement this allowance with an amount necessary to give the Fire Fighter normal salary, without the loss of sick leave credits.
- 16.04 Where the Workplace Safety & Insurance Board determines that a Fire Fighter has died as a direct result of performing the Fire Fighter's duties, the Fire Fighter's spouse shall be entitled to be paid by the Town an amount equivalent to the difference between Workplace Safety & Insurance pay and the Fire Fighter's regular rate of pay which was in effect on the date of the Fire Fighter's death, provided however, that such entitlement and payment

by the Town shall cease upon the demise or re-marriage of the Fire Fighter's spouse or five (5) years whichever occurs first.

Survivor Benefits (W.S.I.B. Death of Active Fire Fighter)

16.05 Where the W.S.I.B. determines that an active Fire Fighter has died as a direct result of performing fire fighter duties, the surviving spouse and dependents who are covered under the Fire Fighter's benefit plan at the time of death, shall continue to receive Major Medical, Dental and Vision Care until the earliest of:

- Two (2) years from the date of the Fire Fighter's death; or
- Until the end of the month in which the surviving spouse turns sixty-five (65); or
- The surviving spouse remarries.

(a) It is understood that if a surviving spouse is sixty-five (65) years of age or older prior to or on the day in which the Fire Fighter dies, they will not be eligible for survivor benefits. It is also understood for dependents to be eligible for survivor benefits they must be a dependent under the definition of the benefit carrier.

(b) The Town agrees to pay 100% of the premiums to a benefit carrier for the benefits outlined in Article 16.04.

ARTICLE 17 – RAND FORMULA AND ASSOCIATION DUES

17.01 All members of the Association who are now members shall remain members of The Association, and all new Fire Fighters of the Fire and Emergency Services Department shall be subject to the Rand Formula.

17.02 The Town will deduct from the wages of each Fire Fighter a sum equal to the current monthly dues as certified by the Association in writing and remit money so deducted to the Secretary of the Association, accompanied with a list of names showing those from whom deductions were made.

- (a) If the Association wishes to take additional dues regardless of the duration for such, they must inform the HR Services in writing as to the amount to be deducted, and the date the deduction is to take effect. Notice must be given no less than one (1) month in advance of the request.
- (b) The Association is responsible for keeping the Town informed as to the names and addresses of the proper officers.
- (c) The Association shall indemnify and save the Town harmless for any and all claims for amounts deducted from wages and remitted under the terms of this article.
- (d) At the same time that Income Tax (T-4) slips are made available, the Town shall include the amount of Association dues paid by each Association Member in the previous year.

ARTICLE 18 – LONG TERM DISABILITY

18.01 The Town will pay 100% of the premiums to an insurance carrier for a Long Term Disability Plan that pays 75% of the current rate of pay in effect at the time of disability to a maximum of ten thousand (\$10,000.00) dollars. The Fire Fighter may request in writing that the Town top-up the Long Term Disability payments to the amount allowed for by the Insurance Carrier, from the Fire Fighter's available balance of sick credits.

- 18.02 Once a Fire Fighter who is on approved short term sick leave and is unable to perform the duties of the job classification on medical grounds has satisfied or will satisfy the one hundred and eighty (180) day waiting period, shall make application for Long Term Disability (L.T.D.). The terms of L.T.D. coverage shall be in accordance with the terms of the carrier. A Fire Fighter on L.T.D. has two (2) year "own occupation" protection.
- 18.03 Such Fire Fighter will be granted an unpaid leave of absence from work at the commencement of benefits payable by the Long Term Disability plan, and will be placed on an "inactive" record. Seniority will accrue as per Article 5.01(a).
- 18.04 The Fire Fighter will be eligible to return to active employment in the Department in which the Fire Fighter was employed at the commencement of L.T.D. benefit payments, providing that the Fire Fighter's health is deemed satisfactory and adequate, as supplied in writing to The Town by a qualified physician, and providing that a position in said Department exists for which the Fire Fighter's health, accrued seniority, qualifications and experience meet the job requirement.
- 18.05 Effective with the commencement to the Fire Fighter of L.T.D. benefit payments, and while such payments continue, The Town shall continue to provide the Fire Fighter with:
- Group Life Insurance
 - Extended health benefit plan
 - Semi-private ward coverage
 - Dental Benefits
- 18.06 No payment shall be made by The Town to or on behalf of a Fire Fighter who has been granted leave of absence for Long Term Disability plan purposes with respect to statutory and/or Paid holidays, pensions, vacations, sick leave credits, lieu days, service pay, or any other form of compensation whatsoever, save and except those items contained in 18.05 above.
- 18.07 It is understood that the insured benefits described in this article will not be reduced during the term of this Agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or any statutory requirement. The Town will assist the Fire Fighter in dealing with the insurance company in any dispute over the payment of benefits. The terms of any plan change shall be submitted to the Association for review prior to being purchased by the Corporation.
- 18.08 If a Fire Fighter covered by this collective agreement is off on long term disability, their vacation/paid holidays shall be removed from their platoon's master vacation schedule. Other Fire Fighters on the platoon shall then have the opportunity to select vacation/paid holidays during this time period. The approved selection process shall be followed.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.01 The Association shall appoint a Grievance Committee of three (3) Fire Fighters and shall notify the Town in writing of the names of such Committee members and any changes from time to time. Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration believed contrary to this Agreement, the Fire Fighter(s) concerned may proceed as follows:

Step 1

The aggrieved Fire Fighter(s) may within ten (10) days after an occurrence, or in the case of disciplinary action within ten (10) days after same has been brought to the attention of

the Grievor, reduce the grievance in writing and accompanied by representatives of the Grievance Committee, take the matter up with the Fire Chief and/or designate. The Fire Chief and/or designate shall, within five (5) days, arrange a meeting place and time to discuss and attempt to settle the grievance. Grievances that are not settled within five (5) days of the meeting may be referred to Step 2.

Step 2

The Grievance Committee shall reconsider the grievance and the Fire Chief and/or designate's response at Step 1 and decide within ten (10) days whether to proceed with the grievance. If the Grievance Committee wish to proceed, the Chief Administrative Officer or designate will meet with the aggrieved Fire Fighter(s) accompanied by representatives of the Grievance Committee within ten (10) days of notification. Failing settlement at this stage, Step 3 of the grievance procedure may be invoked provided that no more than ten (10) days have elapsed since the decision at Step 2.

Step 3

Failing settlement within ten (10) days after the day the dispute was submitted to the Chief Administrative Officer, the grievance may be referred to Mediation or to Arbitration as provided under the Fire Protection & Prevention Act. The Grievance Committee may then communicate the grievance in writing to the Committee of the Council of the Town of Ajax through the Chief Administrative Officer. No person acting as mediator at this Step shall be appointed as an Arbitrator without the consent of both parties. All costs associated with the engagement of a mediator shall be shared equally between the Association and the Corporation.

- 19.02 Any difference arising directly between the Association and the Town concerning the interpretation or violation of the terms of this agreement may be submitted to either party by the other at Step 1, and proceedings at this step shall commence within five (5) days of notification of grievance.
- 19.03 Saturdays, Sundays and Paid Holidays shall not be included as time elapsed for the processes described in this Article. Time limits specified in this Article may be extended by mutual agreement confirmed in writing between the Town and the Association.
- 19.04 No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

Town Grievances

- 19.05 It is understood that the Town may bring forward any complaint with respect to the conduct of the Association, its officers or members, and that if such complaint by the Town is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of a Fire Fighter.

ARTICLE 20 – BOARD OF ARBITRATION

- 20.01 In the event that The Association and The Town fail to reach agreement when negotiating an Agreement, all matters in dispute shall be referred to a Board of Arbitration under the Fire Protection and Prevention Act.

ARTICLE 21 – DISCIPLINARY POLICY

- 21.01 Where disciplinary measures are applied to actions considered detrimental to the good order, efficiency or discipline of the Department through non-compliance with the

provisions of By-laws, general orders or departmental rules, regulations or policies, the penalties shall be assessed as follows:

- (a) Discharge or such lesser penalty as hereinafter defined.
- (b) Demotion - Written notification - copy to offender, Association and file.
- (c) Suspension Without Pay - Written notification – copy to offender, Association and file.
- (d) Warning Notice - Written notification - copy to offender, Association and file.
- (e) Caution - Written notification - copy to offender, Association and file.

21.02 Only written disciplinary notices as set out in 22.01 above shall be entered into an Fire Fighter's personal file. Where a Fire Fighter has no record of disciplinary action for two (2) years, any record prior to that shall not be used against the Fire Fighter to substantiate further disciplinary action.

21.03 Where the Fire Chief and/or designate intends to interview a Fire Fighter for disciplinary purposes to discharge, demote or suspend without pay said Fire Fighter, the Fire Chief and/or designate shall notify the Fire Fighter before the proposed interview in order that the Fire Fighter may contact one member of the Association Executive who may attend the meeting.

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 Wherever possible, The Town agrees to meet with the Executive Committee of The Association at least ninety (90) days in advance of the implementation of a technological change which would result in the displacement or lay-off of a Fire Fighter.

22.02 The purpose of the meeting will be to discuss the technological change and its effect on Fire Fighters.

22.03 Where the ninety (90) day time frame set out in 23.01 is not practicable such meeting will be held as early as possible in advance of the proposed changes.

22.04 No change shall be made in the employment status of any Fire Fighter consequent upon introduction and/or implementation of technological change or changes in mechanization without first giving the Fire Fighter thirty (30) days' notice.

ARTICLE 23 – ELECTIONS – SUPPRESSION FIRE FIGHTER (24 HOUR SHIFT)

23.01 Fire Fighters working a 24 hour shift on the day of a Federal, Provincial or Municipal elections agree to make arrangements to vote at an advance poll or will arrange a shift exchange for the voting on the election day, subject to the shift exchange conditions as specified within this document.

ARTICLE 24 - INDEMNITY

24.01 The Town shall pay any and all damages or costs awarded against a Fire Fighter in any civil proceeding brought against such Fire Fighter and which civil proceeding arose as a result of such Fire Fighter being a Fire Fighter of the Town, while in the execution of the Fire Fighter's duty, and shall pay all legal expenses and costs incurred and not recovered by such Fire Fighter in any such proceeding, and any such sum required in connection with the settlement of any claim that has given rise to such proceeding, save and except

where such claim has arisen out of the dishonest, fraudulent or malicious act of the Fire Fighter or wilful, reckless violation of any law.

ARTICLE 25 - CORRESPONDENCE

- 25.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Manager of HR Services of the Town or designate, and the Secretary as well as the President of the Association or designate.

ARTICLE 26 - DURATION

- 26.01 This Agreement shall remain in force and effect from the 1st day of January 2022 until December 31, 2024 and from year to year thereafter unless either party gives written notice to the other party within the period of ninety (90) days before the expiry date set out in this Article. The parties shall meet within fifteen (15) days after the notice is given or within such longer period as they may agree upon, and they shall bargain in good faith and make every reasonable effort to make the collective agreement. The remaining provisions shall automatically renew themselves.
- 26.02 The parties agree to use their best efforts to have the Collective Agreement printed as soon as possible following its ratification. The Town shall supply 10 official copies of the Collective Agreement when ratified by both parties to Secretary of the Association.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of this 14th day of February 2025.

FOR THE TOWN OF AJAX


Shaun Collier (Mar 13, 2025 15:55 EDT)
Shaun Collier
Mayor


Jaclyn Grossi
Municipal Clerk


Mary Lou Cosentino (Feb 14, 2025 09:33 EST)
Mary Lou Cosentino
Manager of HR Services


Aaron Burrridge (Feb 14, 2025 10:43 EST)
Aaron Burrridge
Fire Chief


Fay Calliste (Feb 14, 2025 09:21 EST)
Fay Calliste
Supervisor, Employee & Labour Relations

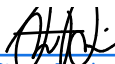

Mark Pankhurst (Feb 14, 2025 11:34 EST)
Mark Pankhurst
Deputy Fire Chief


Shain Kimbell (Feb 19, 2025 14:40 EST)
Shain Kimbell
Deputy Fire Chief

FOR A.P.F.F.A.


Clive Deonarine (Feb 19, 2025 14:22 EST)
Clive Deonarine
President, A.P.F.F.A.


Mark Somerville (Feb 14, 2025 11:36 EST)
Mark Somerville
Vice President, A.P.F.F.A.


Steven Pereira (Feb 14, 2025 11:20 EST)
Steve Pereira
Secretary, A.P.F.F.A.


Meghan Van De Grootevheen (Feb 14, 2025 14:57 EST)
Meghan Van De Grootevheen
A.P.F.F.A. Bargaining Member


Dan Bonnar (Feb 14, 2025 14:54 EST)
Dan Bonnar
A.P.F.F.A. Bargaining Member

2022 - 2024 Bargaining Committee Members

For the Town of Ajax

- Mary Lou Cosentino
- Aaron Burrridge
- Fay Calliste
- Mark Pankhurst
- Shain Kimbell

For the A.P.F.F.A.

- Clive Deonarine
- Mark Somerville
- Steve Pereira
- Meghan Van De Grootevheen
- Dan Bonnar

SCHEDULE “A”

Article 7 – Hours of Work

42 Hours per Week Schedule

A-1	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
Week 1	10-D	10-D	10-D	10-D				40 hrs.
Week 2				14-N	14-N	14-N	14-N	56 hrs.
Week 3					10-D	10-D	10-D	30 hrs.
Week 4	14-N	14-N	14-N					42 hrs.
B-2	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
Week 1	14-N	14-N	14-N					42 hrs.
Week 2	10-D	10-D	10-D	10-D				40 hrs.
Week 3				14-N	14-N	14-N	14-N	56 hrs.
Week 4					10-D	10-D	10-D	30 hrs.
A-2	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
Week 1					10-D	10-D	10-D	30 hrs.
Week 2	14-N	14-N	14-N					42 hrs.
Week 3	10-D	10-D	10-D	10-D				40 hrs.
Week 4				14-N	14-N	14-N	14-N	56 hrs.
B-1	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
Week 1				14-N	14-N	14-N	14-N	56 hrs.
Week 2					10-D	10-D	10-D	30 hrs.
Week 3	14-N	14-N	14-N					42 hrs.
Week 4	10-D	10-D	10-D	10-D				40 hrs.

D = Day Shift - 08:00 h to 18:00 h (10 Hours)

N = Night Shift - 18:00 h to 08:00 h (14 Hours)

SCHEDULE “A”

24 Hour Shift Schedule

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	24			24			
2					24		24
3			24			24	
4		24					

A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR FIRE FIGHTERS**1. Definitions**

- 1.1 "Fire Fighter" for the purposes of this Schedule means any person or persons included within the scope of this Collective Agreement unless otherwise noted in this Agreement.
- 1.2 "Month" shall mean a calendar month.
- 1.3 "Regular attendance" means for any month the attendance of a Fire Fighter at their duties on the days and during the hours for which their attendance is required during that month, according to the terms of their employment, subject to the proviso that no credit shall be given to a Fire Fighter in any month who, in that month, was absent from duty without leave.
- 1.4 "Attendance Form" means the Town of Ajax – Fire & Emergency Services Attendance Form "A" attached to and forming part of this By-law, confirming a claim for sick leave.
- 1.5 "Sick leave absence" means absence from regular attendance by reason of illness or other physical and/or psychological incapacity.
- 1.6 "Sick leave credit" means an allowance as provided herein for sick leave absence with pay.
- 1.7 "Council" means the Council of the Corporation of the Town of Ajax.

2. Registrar

- 2.1 A plan of sick leave credit gratuities is hereby established for every Fire Fighter, and subject to the control of the Council, the conduct and management of the plan shall be vested in a Registrar who shall be the Manager of HR Services of the Corporation of the Town of Ajax.
- 2.2 The Registrar shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan including the power to allow or disallow any sick leave credit or sick leave absence for any Fire Fighter; provided, however, that the disallowance by the Registrar of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.
- 2.3 The Registrar shall provide and keep a register in which all sick leave credits and sick leave absences for every Fire Fighter shall be recorded so that the register will show the net sick leave credit of every Fire Fighter which remains after all their sick leave absences have been deducted from their accumulated sick leave credit.

3. Entitlement

- 3.1 Each Fire Fighter shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of 1-1/2 days per month, and sick leave credit of a Fire Fighter shall be cumulative.

Suppression Fire Fighter (24 Hour Shift)

Each Fire Fighter working a 24 hour shift shall be, entitled, for every month of regular attendance, to a sick leave credit at the rate of 1.5 credits per month. Sick leave credits shall be cumulative.

- 3.2 Where a Fire Fighter has been employed for more than one (1) year the Registrar may allow them sick leave absence for not more than thirty (30) days at any one time in excess of their accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the Fire Fighter may become entitled.

Suppression Fire Fighter (24 Hour Shift)

Where a Fire Fighter working a 24 hour shift has been employed for more than one (1) year the Registrar may allow the Fire Fighter sick leave absence for not more than thirty (30) credits at any one time in excess of his accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled.

- 3.3 A Fire Fighter shall report sickness or physical incapacity to report for work to the Alarm Room four (4) hours prior to the commencement of the shift, when possible.
- 3.4 Immediately upon the Fire Fighter's return to work they shall complete the Attendance Form, as set out in Form "A" attached hereto, and forward the completed form to Fire Admin. . If the Town requires electronic submission of the form, the Fire Fighters shall submit the form, or the fields from Attendance Form in a manner as detailed by the Town.

Suppression Fire Fighter (24 Hour Shift)

- (a) Where the absence has been in excess of two (2) consecutive 24 hours shifts the Fire Fighter must provide electronically the Registrar with the Town's Medical Certificate of Disability and/or Return to Work Form, upon their return to work unless requested otherwise. The Town's Medical Certificate of Disability and/or Return to Work Form must be completed by a duly qualified medical doctor.
- (b) If the employee who has called their doctor for an appointment on their first day of absence, is unable to get a doctor's appointment prior to returning to work, then they must call the Deputy Chief and advise them of when their doctor's appointment is scheduled. The Registrar will accept the doctor's note no more than 7 days upon the Fire Fighter's return to Work. The 7 days may be extended by HR Services under extenuating circumstances.

1 Sick Credit = 12 Hours
 1.5 Sick Credits = 18 Hours
 2 Sick Credits = 24 Hours

- 3.5 Where the absence has been in excess of (4) days at one time, the Fire Fighter must provide the Registrar with the Town's Medical Certificate of Disability and/or Return to Work Form must be completed by a duly qualified medical doctor.
- 3.6 If the employee who has called their doctor for an appointment on their first day of absence, is unable to get a doctor's appointment prior to returning to work, then they must call the Deputy Chief and advise them of when their doctor's appointment is scheduled. The

Registrar will accept the doctor's note no more than 7 days upon the Fire Fighter's return to Work. The 7 days may be extended by HR Services under extenuating circumstances.

- 3.7 For any sick leave absence not in excess of four (4) days, the Fire Chief and/or designate may require the Town's Medical Certificate of Disability and/or Return to Work form be provided. If the Town requires electronic submission of the form, the Fire Fighters shall submit the form or the fields from the Attendance Form in a manner as detailed by the Town.
- 3.8 Where a Fire Fighter requests a leave of absence due to medical reasons with the pregnancy, a certificate from a physician that the Fire Fighter is under their care for such pregnancy will entitle the Fire Fighter to all benefits and conditions of the Plan. In the event the leave of absence extends beyond the time limits allowed by the Employment Standards Act of Ontario (as amended), a further certificate from the physician detailing the nature of the disability will be required.
- 3.9 Whenever, in the opinion of a Fire Fighter, the Registrar does not make an entry in regard to the sick leave credit in accordance with the terms of this schedule, such Fire Fighter, within ten (10) days from the date the Fire Fighter was advised in writing of notice of the action of the Registrar, may commence grievance procedure as outlined in this Agreement.
 - (a) Where the Fire Fighter has returned to work, the notice will be sent by email to the Fire Fighter's Town email account.
 - (b) Where the Fire Fighter has not returned to work, the notice will be sent by registered mail and the Fire Fighter will have 10 days upon return to work to file a grievance if they so choose.
- 3.10 There shall be no pay out of any remaining sick leave credits that a Fire Fighter may have when their employment ceases for any reason with the Town.

TOWN OF AJAX - FIRE & EMERGENCY SERVICES

ATTENDANCE FORM

✓ Please check the appropriate box and fill in the relevant section below:

☐ **Sick Leave**

☐ **Family Emergency Leave**

☐ **Bereavement Leave**

Fire Fighter Information

Name: _____ Employee #: _____

Platoon / Division: _____ Platoon Chief: _____

THIS SECTION IS TO BE COMPLETED BY THE FIRE FIGHTER UPON THEIR RETURN TO WORK

✓ **SICK LEAVE**

Absence Commenced On

Date of Return

Absence commended on a: ☐ Day Shift ☐ Night Shift

Total Length of Absence: _____ Days _____ Nights _____ Total Hours (Working)

Nature of Illness _____

(Only the Nature of Illness is required **NOT** the Diagnosis. "Medical Reasons" will not be accepted as the "Nature of Illness".)

If the "medical reason" for which you were absent has been allowed by HR Services as an **ongoing** "Exception" please indicate below if you have sent the "Exception Form" to HR Services.

☐ **Exception Form Has been Sent to HR Services**

Is a Doctor's Note Required? ☐ Yes ☐ No **Is the Doctor's Note Attached?** ☐ Yes ☐ No

If a Doctor's note is required but not attached, please explain why.

If filling the form out for sick leave absence, then Fire Fighter must ensure they sign and date the back of this form.

Failure to complete this form immediately upon your return to work may result in non-payment for the dates of absence. Once completed, please send the original form to Fire Administration.

THIS SECTION IS TO BE COMPLETED BY THE FIRE FIGHTER UPON THEIR RETURN TO WORK

✓ FAMILY EMERGENCY LEAVE

Note: Family Emergency Leave must be taken in a minimum of ½ days provided the Fire Fighter has the time in their sick leave credit bank. To be eligible for family emergency leave, the leave must be considered an emergency. A family member is defined under article 11.03 of the Collective Agreement.

Absence Commenced On _____

Returned to Work On _____

Absence Commenced On My: ☐ Day Shift ☐ Night Shift ☐ _____

Relationship of Family Member: _____

Total Length of Time Absent: Days/Nights: _____ Working Hours: _____

✓ BEREAVEMENT LEAVE

Relationship of Deceased _____

Date of Death

MM	DD	YR
----	----	----

Date of Funeral: _____

Please indicate below the dates taken and indicate if it was a Day Shift or Night Shift:

- | | |
|--------------------------------|--------------------------------|
| 1. Date: _____ Shift D/N _____ | 3. Date: _____ Shift D/N _____ |
| 2. Date: _____ Shift D/N _____ | 4. Date: _____ Shift D/N _____ |
| 5. Date: _____ Shift D/N _____ | |

Fire Fighter's Signature _____

Date _____

Deputy's Signature _____

Date _____

Input Into InfoHR By: _____

Date: _____

TO BE COMPLETED BY HR SERVICESRequest is: ☐ Approved ☐ Not Approved

Manager of HR Services _____

Date _____

Send Original to HR Services

F1-048F

TEMPORARY ALARM ROOM OPERATORS

- C1 Temporary Alarm Room Operators may be hired to replace Alarm Room Operators absent on Pregnancy/Parental Leave or any absence expected to exceed thirty (30) calendar days.
- C2 Temporary Alarm Room Operator positions may exist for twelve (12) months, unless an extension is agreed to by the Town and the Association.
- C3 The following Articles do not apply for Temporary Alarm Room Operators:
- Article 6 – Vacation;
 - Article 8 – Lay-Off Procedure;
 - Article 11 – Sick Leave;
 - Article 15 – Benefits;
 - Article 18 – Long Term Disability;
- C4 The following benefits shall be provided for Temporary Alarm Room Operators:
- (a) Vacations and Statutory / Paid Holidays shall be paid in accordance with the Employment Standards Act.
 - (b) Temporary Alarm Room Operators shall accumulate one-half $\frac{1}{2}$ of a sick credit per month up to a maximum of six (6) credits per year. Sick credits shall have no cash value and shall not be cumulative year over year.
 - (c) Temporary Alarm Room Operators shall be entitled to receive basic medical and dental as specified in Article 15 (a) and (b) if the term of the contract is for twelve (12) months longer.
 - (d) Benefits will be effective upon the three (3) month waiting period.
- C5 Temporary Alarm Room Operators shall be paid in accordance with Article 4 and the Schedule of Wages.

SCHEDULE OF WAGES –2022-2024

Position	Jan. 2022	Jan. 2023	Jan. 2024	Apr.29 2024	Jul. 2024
Platoon Chief - 130% of 1st Class Fire Fighter Effective April 29, 2024 - 132% of 1st Class Fire Fighter	\$138,906	\$141,699	\$144,178	\$146,396	\$148,914
Captain - 117% of 1st Class Fire Fighter Effective April 29, 2024 - 119% of 1st Class Fire Fighter	\$125,016	\$127,529	\$129,760	\$131,978	\$134,249
1st Class Fire Fighter After 48 Months and Successful Completion of Exams	\$106,851	\$108,999	\$110,906	\$110,906	\$112,814
2nd Class Fire Fighter (90% of 1st Class Fire Fighter) After 36 Months and Successful Completion of Exams	\$96,166	\$98,099	\$99,815	\$99,815	\$101,533
3rd Class Fire Fighter (80% of 1st Class Fire Fighter) After 24 Months and Successful Completion of Exams	\$85,481	\$87,199	\$88,725	\$88,725	\$90,251
4th Class Fire Fighter (70% of 1st Class Fire Fighter) After 12 Months and Successful Completion of Exams	\$74,796	\$76,299	\$77,634	\$77,634	\$78,970
Probationary Fire Fighter (60% of 1st Class Fire Fighter) 12 Month Probationary Period	\$64,111	\$65,399	\$66,544	\$66,544	\$67,688
Chief Fire Prevention Officer - 130% of 1st Class Fire Fighter Effective April 29, 2024- 132% of 1st Class Fire Fighter	\$138,906	\$141,699	\$144,178	\$146,396	\$148,914
Fire Prevention Officer - 117% of 1st Class Fire Fighter Effective April 29, 2024- 119% of 1st Class Fire Fighter	\$125,016	\$127,529	\$129,760	\$131,978	\$134,249
1st Class Fire Inspector (100% of 1st Class Fire Fighter) After 48 Months and Successful Completion of Exams	\$106,851	\$108,999	\$110,906	\$110,906	\$112,814
2nd Class Fire Inspector (90% of 1st Class Fire Fighter) After 36 Months and Successful Completion of Exams	\$96,166	\$98,099	\$99,815	\$99,815	\$101,533
3rd Class Fire Inspector (80% of 1st Class Fire Fighter) After 24 Months and Successful Completion of Exams	\$85,481	\$87,199	\$88,725	\$88,725	\$90,251
4th Class Fire Inspector (70% of 1st Class Fire Fighter) After 12 months and Successful Completion of Exams	\$74,796	\$76,299	\$77,634	\$77,634	\$78,970
Probationary Fire Inspector (60% of 1st Class Fire Fighter) 12 Month Probationary Period	\$64,111	\$65,399	\$66,544	\$66,544	\$67,688
Chief Training Officer - 130% of 1st Class Fire Fighter Effective April 29, 2024- 132% of 1st Class Fire Fighter	\$138,906	\$141,699	\$144,178	\$146,396	\$148,914
Training Officer - 117% of 1st Class Fire Fighter Effective April 29, 2024- 119% of 1st Class Fire Fighter	\$125,016	\$127,529	\$129,760	\$131,978	\$134,249
Chief Communications Officer - 130% of 1st Class Fire Fighter Effective April 29, 2024- 132% of 1st Class Fire Fighter	\$138,906	\$141,699	\$144,178	\$146,396	\$148,914
Alarm Room Operator (AO) 1st Class AO (90% of 1st Class Fire Fighter) After successfully completing 12 months as a 2nd Class AO and Successful Completion of Exams	\$96,166	\$98,099	\$99,815	\$99,815	\$101,533
2nd Class AO (80% of 1st Class Fire Fighter) After successfully completing 12 months as a 3rd Class AO and Successful Completion of Exams	\$85,481	\$87,199	\$88,725	\$88,725	\$90,251
3rd Class AO (70% of 1st Class Fire Fighter) After successfully completing the 12 month probationary period and Successful Completion of Exams	\$74,796	\$76,299	\$77,634	\$77,634	\$78,970
4th Class AO (60% of 1st Class Fire Fighter) 12 Month Probationary Period	\$64,111	\$65,399	\$66,544	\$66,544	\$67,688

RECOGNITION PAY SCHEDULE – 2022 – 2024

Recognition Pay Based on 1 st Class Fire Fighter Rate	Effective Date
1st Class Fire Fighter Rate of \$106, 851 After 8 years of service After 17 years of service After 23 years of service	01-Jan-22 3% - 6% - 9% \$3,206 \$6,411 \$9,617
1st Class Fire Fighter Rate of \$108, 999 After 8 years of service After 17 years of service After 23 years of service	01-Jan-23 3% - 6% - 9% \$3,270 \$6,540 \$9,810
1st Class Fire Fighter Rate of \$110, 906 After 8 years of service After 17 years of service After 23 years of service	01-Jan-24 3% - 6% - 9% \$3,327 \$6,654 \$9,982
1st Class Fire Fighter Rate of \$112, 814 After 8 years of service After 17 years of service After 23 years of service	
	01-Jul-24
	3% - 6% - 9%
	\$3,384
	\$6,769
	\$10,153



☐ Non Work Related

☐ Work Related

The Corporation of the Town of Ajax

Medical Certificate of Disability and/or Return to Work

In order to qualify for Sick Leave Pay, and/or to ensure compliance with the Workplace Safety & Insurance Act, employees must provide a medical certificate from a duly qualified medical doctor, certifying that the employee is/was absent from work due to illness or injury, and is now fit to resume regular or modified duties. Your assistance in completing this form is appreciated. Any cost associated with the completion of this form is the responsibility of the employee with the exception of returning to modified work duties or for a W.S.I.B. claim.

Employee : _____ Date(s) of Absence: From : _____ To: _____

Nature of Illness\Injury: _____

Employee: ☐ Was/Is Under My Care ☐ Advised Me of Absence on _____ ☐ Other

If Other please explain: _____

☐ Employee is fit to return to full duties with no limitations.

☐ Employee is fit to return to work with limitations. Please Complete Reverse Side

☐ Employee is unable to return to work. **Estimated Duration of Absence:** _____

IF the employee is unable to return to **any form** of modified duties (see reverse side), please explain what is preventing them from performing modified duties.

Employee Signature: _____ Date: _____

Treating Physician: _____ Signature: _____

Please Print or Use Stamp

Address : _____ Date: _____

Telephone No: _____ FAX: _____

I am authorizing the treating physician as listed above to provide the Town of Ajax Human Resources Department, and the Workplace Safety and Insurance Board (if applicable) with information regarding my **Functional Abilities** with respect to returning to modified or full duties of work only. I understand that no other confidential medical information will be released under this signature.

Employee Signature: _____ Date: _____

Supervisor's Signature: _____ Date Received: _____

Supervisor's signature required ONLY if given to the Supervisor by the Employee

Send to Human Resources – DO NOT keep a copy in the departmental files.

MODIFIED RETURN TO WORK

The employee may return to work with the following limitations/restrictions:

Activity	Details of Limitations and/or Restrictions (Note: If there are no details listed for any activity checked off, further information may be requested which may result in a delay of sick pay to the employee.)
----------	---

- | | |
|--|-------|
| ☐ Standing: | _____ |
| ☐ Sitting: | _____ |
| ☐ Bending: | _____ |
| ☐ Walking: | _____ |
| ☐ Climbing: | _____ |
| ☐ Kneeling: | _____ |
| ☐ Reaching: | _____ |
| ☐ Lifting: | _____ |
| ☐ Operation of Equipment: | _____ |
| ☐ Hours of Work: | _____ |
| ☐ Other: | _____ |

IMPORTANT: If you have advised that the employee cannot return to work on modified duties please advise as to what is preventing the employee from performing **any form** of modified work and when in your opinion you anticipate the employee being fit enough to return on a modified program and/or modified duties. This type of information will assist the Corporation in determining whether further medical information is required and helps ensure that no interruption in the employee's wages occur.

The Corporation offers a very flexible Return to Work Program. It is not the intent of the Corporation to rush an ill and/or injured employee back to work, but to offer modified duties where the employee is capable of working, yet unable to perform his/her regular duties until the illness and/or injury has healed.

If you require further information regarding the Corporation's Return to Work Program, please do not hesitate to contact the Human Resources Department, (905) 683-4550.



☐ Non Work Related ☐ Work Related

The Corporation of the Town of Ajax

Medical Certificate of Disability and/or Return to Work

In order to qualify for Sick Leave Pay, and/or to ensure compliance with the Workplace Safety & Insurance Act, employees must provide a medical certificate from a duly qualified medical doctor, certifying that the employee is/was absent from work due to illness or injury, and is now fit to resume regular or modified duties. Your assistance in completing this form is appreciated. Any cost associated with the completion of this form is the responsibility of the employee with the exception of returning to modified work duties or for a W.S.I.B. claim.

Employee : _____ Date(s) of Absence: From : _____ To: _____

Nature of Illness\Injury: _____

Employee: ☐ Was/Is Under My Care ☐ Advised Me of Absence on _____ ☐ Other

If Other please explain: _____

☐ Employee is fit to return to full duties with no limitations.

☐ Employee is fit to return to work with limitations. Please Complete Reverse Side

☐ Employee is unable to return to work. **Estimated Duration of Absence:** _____

IF the employee is unable to return to **any form** of modified duties (see reverse side), please explain what is preventing them from performing modified duties.

Employee Signature: _____ Date: _____

Treating Physician: _____ Signature: _____
Please Print or Use Stamp

Address : _____ Date: _____

Telephone No: _____ FAX: _____

I am authorizing the treating physician as listed above to provide the Town of Ajax Human Resources Department, and the Workplace Safety and Insurance Board (if applicable) with information regarding my **Functional Abilities** with respect to returning to modified or full duties of work only. I understand that no other confidential medical information will be released under this signature.

Employee Signature: _____ Date: _____

Supervisor's Signature: _____ Date Received: _____

Supervisor's signature required ONLY if given to the Supervisor by the Employee

Send to Human Resources – DO NOT keep a copy in the departmental files.

MODIFIED RETURN TO WORK

The employee may return to work with the following limitations/restrictions:

Activity Details of Limitations and/or Restrictions (Note: If there are no details listed for any activity checked off, further information may be requested which may result in a delay of sick pay to the employee.)

- ☐ Complex Tasks: _____
- ☐ Work to Deadlines: _____
- ☐ Assuming Responsibility: _____
- ☐ Problem Solving: _____
- ☐ Working with Others/Alone: _____
- ☐ Work with Multiple Demands: _____
- ☐ Decision Making: _____
- ☐ Working with Public (Tact, Courtesy): _____
- ☐ Is Employee on Medication that could interfere with the operation of heavy equipment, vehicles, etc: Yes ☐ No ☐
- ☐ If Yes, Please Explain: _____
- ☐ Other: _____

IMPORTANT: If you have advised that the employee cannot return to work on modified duties please advise as to what is preventing the employee from performing **any form** of modified work and when in your opinion you anticipate the employee being fit enough to return on a modified program and/or modified duties. This type of information will assist the Corporation in determining whether further medical information is required and helps ensure that no interruption in the employee's wages occur.

The Corporation offers a very flexible Return to Work Program. It is not the intent of the Corporation to rush an ill and/or injured employee back to work, but to offer modified duties where the employee is capable of working, yet unable to perform their regular duties until the illness and/or injury has healed.

If you require further information regarding the Corporation's Return to Work Program, please do not hesitate to contact the Human Resources Department, (905) 683-4550.

16/06/30

Psychological F2-003

LETTER OF AGREEMENT
TOWN'S WSIB LOU PROPOSAL

This letter of agreement shall provide that the Town's WSIB LOU proposal is remitted back to the parties for discussion until June 30, 2025.

If the issue is not resolved then the parties may make brief written submissions and Arbitrator Stoute will issue a final binding decision.

Arbitrator Stoute will remain seized on this matter.

FOR THE TOWN OF AJAX

FOR A.P.F.F.A.


Mary Lou Cosentino (Feb 14, 2025 09:33 EST)

Mary Lou Cosentino
Manager, HR Services


Clive Deonarine (Feb 19, 2025 14:22 EST)

Clive Deonarine
President, A.P.F.F.A

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