TOWN OF CALEDON

Collective Agreement

Between

The Corporation of the Town of Caledon

(Hereinafter referred to as 'the Corporation')

—and—

The Caledon Professional Fire Fighters' Association

IAFF Local 4686

(Hereinafter referred to as 'the Association')

January 1, 20**19** – December 31, 20**22**

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Article 1

Scope and Purpose

Section 1.1 Scope

1.1.1.1 The Corporation recognizes the Association, through its duly elected Executive, as the sole bargaining agent for collective bargaining for all full-time firefighters as defined under Part IX of the *Fire Protection and Prevention Act, 1997* and employed by the Corporation.

Section 1.2 Purpose

1.2.1.1 The purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and the Association and to maintain satisfactory working conditions, hours of work and wages with respect to firefighters covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

Article 2
Definitions

Section 2.1 Words Not Specifically Defined:

2.1.1.1 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of this Agreement so requires.

2.1.1.2 Officer is defined as all ranks above first (1st) class.

2.1.1.3 A day's pay for suppression staff will be based on a 12 hour day and the appropriate hourly rate. The hourly rate will be calculated on the individual's salary divided by 2184 hours.

2.1.1.4 A day's pay for training and fire prevention staff will be based on an 8 hour or 10 hour day and the appropriate hourly rate. The hourly rate will be calculated on the individual's salary divided by 2080 hours.

Article 3
Recognition

Section 3.1 Membership in Association

3.1.1.1 All employees of the Caledon Fire and Emergency Services who are now members of the Association shall remain members of the Association in good standing as a condition of employment, and all new employees of the Caledon Fire and

Emergency Services shall become members of the Association and shall continue their membership in good standing as a condition of continued employment.

3.1.1.2 The Corporation will supply copies of the current agreement to the Association.

Section 3.2 Dues Collected by the Corporation

3.2.1.1 It is agreed that all employees who are now members of the Association and all future employees shall pay Association dues and assessments.

3.2.1.2 The membership dues or assessments as set by the Association shall be collected by the Corporation bi-weekly and shall be forwarded to the Association on a monthly basis, accompanied by a list showing from whom deductions were made and the amounts deducted.

3.2.1.3 The Association shall notify the Corporation, in writing at least thirty (30) days of any changes to the dues or assessments to be deducted.

3.2.1.4 In consideration of the deductions and forwarding of Association dues by the Corporation, the Association agrees to indemnify and save harmless the Corporation against any claims or liability arising or resulting from the operation of this section.

Article 4
Management Rights and Functions

Section 4.1 Management Rights

4.1.1.1 Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Corporation and remain exclusively and without limitation within the rights of the Corporation and its management. Without limiting the generality of the foregoing, the Corporation's rights shall include:

a) the right to generally supervise and administer the affairs of the Corporation;

b) the right to hire and control the working force and firefighters; to transfer, assign, designate, promote, demote, classify, layoff and recall firefighters; to plan, direct and control operations;

c) the right to maintain order, discipline and efficiencies; to make, alter and enforce from time to time, rules and regulations, policies and practices and/or services to be observed by its firefighters; to discipline, suspend and discharge firefighters for just cause;

d) the right to have sole and exclusive jurisdiction over all operations, buildings, facilities and equipment;

e) control the use of buildings, equipment, vehicular machinery, tools, instruments, clothing, uniforms and all other articles or things belonging to the Corporation.

4.1.1.2 The Town agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement and the *Fire Protection and Prevention Act, 1997*, as amended.

4.1.1.3 The Association recognizes the current practice of the Town as it relates to the use of volunteer firefighters.

Section 4.2 Technological Change

4.2.1.1 At least 90 days prior to the introductions or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Corporation shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting:

a) the nature and degree of the change;

b) the date or dates on which the Corporation plans to effect the change; and

c) the effects of the change or changes on each classification of employee.

4.2.1.2 Should service restructuring or technological change dictate a reduction in the complement of fire protection and prevention employees, consultation shall occur between the Town and the Association with a view to minimizing staff reductions and to developing a program of retraining and redeployment in order to maintain constructive employment for those employees affected.

4.2.1.3 Any member who is demoted or who has their service with the fire services terminated as the result of substantial technological or mechanization change shall have the right to implement the grievance and arbitration portions of this agreement.

Section 4.3 Contracting Out

4.3.1.1 Except in the case of an emergency, and except to the extent of current practice, including the 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 a firefighter covered by this agreement shall be performed by any employee or other person not so covered.

Section 4.4 Indemnification

4.4.1.1 The Corporation shall indemnify and save harmless all firefighters from civil liability arising out of acts or omissions done or made by such firefighter in his/her capacity as a firefighter of the Corporation, excluding any incident of willful and malicious damage, misconduct or negligence by the firefighter. Coverage will be provided under the Corporation's existing general liability policy or equivalent coverage.

4.4.1.2 Each firefighter shall be indemnified for reasonable legal costs incurred:

a) where the firefighter has been charged with a criminal, quasi-criminal or statutory offence arising out of acts or omissions done or made by such firefighter in his/her capacity as a firefighter of the Corporation, if the person is not found guilty or the charges are withdrawn; and

b) in respect of any proceeding, except grievance arbitration, in which the firefighter's execution of his or her duties with the Corporation is in issue, if the firefighter acted in good faith.

4.4.1.3 It is understood that the Town may obtain liability insurance coverage to provide for indemnification under this article.

4.4.1.4 Notwithstanding article 4.4.1.2, the Corporation may, at its sole discretion, choose to pay reasonable costs incurred where, in its opinion, circumstances warrant.

Section 4.5 Provision of Information

4.5.1.1 The Corporation shall provide detailed information concerning any employee benefit plan or insurance plan to the Association annually, including a copy of the Master Benefit Plan for all employee benefits, upon written request.

Section 4.6 Use of Facilities

4.6.1.1 The Association shall be allowed to use a Town of Caledon facility provided a request is made in writing to the Fire Chief or Deputy Chief and authorization is granted in advance. Such request shall not be unreasonably denied.

4.6.1.2 The Association shall be permitted to post notices of meetings, and such other notices, that may be of interest to the employees and not to the detriment of the Corporation or its employees on Service bulletin boards.

Section 4.7 Discrimination

4.7.1.1 The Town and the Association agree that there will be no discrimination, exercise or practice with respect to any firefighter of the Town that is prohibited by the Ontario Human Rights Code.

Section 4.8 Amalgamation

4.8.1.1 Should the Corporation enter into negotiations, in respect to the potential to merge, amalgamate, or combine any Fire Protection and Prevention Services operation or functions with another municipal department, another municipal/regional employer, a private contractor and/or any provincial government agency, the Corporation shall notify the Association upon initiation of such negotiations.

4.8.1.2 This agreement shall be binding upon the successors of the parties and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the amalgamation unless otherwise required by law.

Article 5
General Conditions of Employment

Section 5.1 Probationary Period

5.1.1.1 Each full-time firefighter must serve a compulsory twelve (12) month probationary period. It is expressly understood by both parties that during this probationary period a firefighter may be discharged at any time at the sole discretion of the Corporation.

Section 5.2 Leaves of Absence

Subsection 5.2.1 Pregnancy and Parental Leave

5.2.1.1 Pregnancy and parental leave **provisions as per the** *Employment Standards Act, 2000* ***(ESA)*** **and its regulations**, as amended **and the current Employment Insurance Act, and its regulations as amended.**

5.2.1.2 Pregnancy and Parental Leave Supplement Top-up

Employees who are eligible to apply for Employment Insurance (EI) Maternity and Parental leave benefits are eligible for a top-up of their EI benefits at 75% up to a maximum of fifteen (15) weeks for maternity leave and a maximum of ten (10) weeks for parental leave. The calculation will be based on the rate of pay they receive on the last day worked prior to the start of the leave.

If they use both the maternity leave and the parental leave, the Employer will pay to a maximum of 25 weeks.

Subsection 5.2.2 Personal Leave of Absence

5.2.2.1 Firefighters may request a leave of absence for personal reasons. Such a request will be considered by the Chief or his/her designate and may be granted, with or

without conditions, in the sole discretion of the Chief or his/her designate. Such a request will not be unreasonably denied.

Subsection 5.2.3 Bereavement Leave

5.2.3.1 Bereavement leave will be provided as follows:

a) the Town shall pay an employee up to five (5) days pay for all regular time lost in event of the death of the employee's spouse, father, mother, child or grandchild; up to three (3) days pay for all regular time lost in the event of the death of the employee's brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law and grandparent; and up to one (1) day's pay for all regular time lost in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousins, and step-parent. Payment shall be made for the purposes of making arrangements for and/or attending the funeral. Only those days which the employee was scheduled to work will be paid; and

b) the Town shall pay an employee up to one day's pay for all regular time lost for the purpose of attending a funeral as a Pallbearer.

5.2.3.2 Bereavement Leave for 24 hour shift:

a) 24 hour shift employees will be allowed up to five (5) successive days leave of absence in the event of the death of his father, mother, child, grandchild or spouse to attend the funeral or make arrangements for the funeral. Only those days which are scheduled work time will be paid.

b) 24 hour shift employees will be allowed up to three (3) successive days leave of absence in the event of the death of his brother, sister, mother-in-law, father-in-law, son-in-law, and daughter-in-law and employee's grandparent to attend the funeral. Only those days which are scheduled work time will be paid.

c) 24 hour shift employees will be allowed up to (1) day leave of absence in the event of the death of his brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent and first cousins to attend the funeral. The day will be paid only if the day was scheduled work time.

d) 24 shift employee will be allowed up to one (1) day leave of absence for the purpose of attending a funeral as a Pallbearer. The day will be paid only if the day was scheduled work time.

e) **In no case shall the employee be paid for leave beyond two calendar days following the day of the funeral**.

5.2.3.3 Should bereavement occur within a vacation period, vacation time will be rescheduled in lieu at a later time, scheduling permitting.

5.2.3.4 In the event there is an internment ceremony at a later date, the employee will be provided with one additional unpaid day for such purpose. In the alternative, the firefighter may request that one of the days referred to in 5.2.3.1 **and 5.2.3.2** be used for the internment ceremony.

Subsection 5.2.4 Subpoena Notice/Jury Duty

5.2.4.1 Every firefighter who is required to attend court, inquests or hearings (not grievance arbitration) on Caledon Fire & Emergency Services business while off duty, shall receive compensation in an amount equal to one and one-half (1-1/2) times the time spent on the said appearance.

5.2.4.2 A firefighter, as defined under the FPPA, who in the execution of his duties or with the approval of the Fire Chief or his designate, is required to attend court or quasi-judicial tribunals where subpoenas may be issued (excluding grievance arbitration), will be granted a paid leave of absence. The firefighter shall be paid one (1) day's pay for the loss of each day of service, minus any other payments received for such activity, provided that they report for work when not actually required in Court. The firefighter must return to work if released from the Court and there are more than four (4) hours remaining in his/her normally scheduled work day, unless otherwise agreed to by the Chief or Designate. The firefighter must provide the Chief or Designate a copy of the summons or subpoena in advance of the service. Upon returning to work the firefighter will provide proof of such service.

5.2.4.3 All compensation excluding mileage and expenses received from the court by an employee appearing on Service business shall be deposited with the Corporation.

Section 5.3 Promotional Policy and Transfers

Subsection 5.3.1 Promotion Policy

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

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

5.3.1.3 Employees progressing from one classification to another up to 1st Class Fire Fighter must attain a minimum mark of 70% on their examination. Progression to 1st Class Fire Fighter will take four (4) years.

5.3.1.4 Employees progressing up to 1st Class Fire Fighter who fail to attain 70% on their written examination shall have the opportunity of writing another examination in order to qualify for advancement to his/her next classification, not less than sixty (60) days after his/her last written examination. The employee will then advance to this next classification effective the day following the successful completion of their written exam, with any wage increase being effective on this same day.

Employees who attain 70% on their subsequent examinations shall maintain their original anniversary date for promotional purposes.

5.3.1.5 An employee who fails to successfully complete examinations for advancement for (2) two consecutive times must wait at least 6 months for the next opportunity to write another examination to qualify for advancement. Employees who attain 70% on this subsequent examination shall have their anniversary date to be one year from the successful completion of their examination.

5.3.1.6 Promotional exams up to 1st class will be held at least thirty (30) days prior to the employee's anniversary date.

5.3.1.7 **Written Examination**

Firefighters participating in an Officer's Promotion Examination Process will not be compensated and shall participate on their own time.

Firefighters participating in a classification exam will be compensated by the Town at their regular hourly rate for a maximum of up to three (3) hours for each component of the exam

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

5.3.1.9 **Experience**

For the purpose of the promotional clause, experience is calculated by the number of years of service in the classification directly below the one you are competing for. Persons who qualify for the position of Captain will not be displaced in their ranking by someone who qualifies at a later date.

5.3.1.10 **Promotional Board**

1. Promotional Board will be established for each set of exams. The board will consist of the following:
   (1) Fire Chief or designate at his discretion;
   (2) Deputy Chief;
   (3) an observer appointed by the C.P.F.F.A.

2. The C.P.F.F.A. may not appoint an observer who is a candidate in the examinations. The observer shall be of equal rank or above the promotional rank where possible or if not possible, of equal rank or above the promotional rank from another division.

3. The C.P.F.F.A. observer must withhold any comment until each candidate has completed the examination section in which they are participating.

4. The Deputy Chief will identify responsibilities of the Promotional Board regarding:

(a) setting the examinations;
(b) the examination process;
(c) final marks (component marks and overall mark);
(d) candidates ranking; and,
(e) the hearing of appeals

5.3.1.11 **Appeals**

Any candidate may appeal their marks or ranking, or both, by submitting a Letter of Appeal, stating the reason, to the Fire Chief within seven (7) calendar days of the candidate's review by the Promotional Board. Every appeal shall be heard by the Board which has authority to adjust marks, ranking, or both. The Board shall issue its decision respecting each appeal, in writing, with reason for it, within seven (7) calendar days.

Subsection 5.3.2 Promotion to an Officer's Rank – Firefighting Division

Eligibility for Promotion to an Officer – Fire Fighting Division

5.3.2.1 Promotion opportunities will be available to all employees provided they meet the eligibility standards as set out hereunder. All employees who wish to attain an Officer's rank must agree to attend the Ontario Fire College for courses directly related to the job they are wishing to attain.

Examination Time Periods - Fire Fighting Division

5.3.2.2 Examinations will be conducted every third (3rd) year in the month of May beginning in 2014 or as necessary with agreement from the Association and the Fire Chief.

5.3.2.3 Candidates must have a minimum of three (3) years' service as a 1st Class Fire Fighter in the Division (for which the examination is being conducted) with the Caledon Fire and Emergency Services as of December 31st in the year previous to which the written examination takes place.

5.3.2.4 Candidates must obtain a mark of 75% in the written exam component in order to be designated a qualified candidate and to participate further. Each qualified candidate will be eligible to participate in an oral and simulation component. The oral exam will include questions that are job related. The Simulation exam will include a practical exercise that is job related. Both the oral and the Simulation exam components will take place before the Promotional Board.

(a)	An employee's written examination result	Minimum 75%
(b)	An employee's oral examination result	Minimum 70%
(c)	An employee's simulation examination result	Minimum 70%

5.3.2.5 Participants who fail any one of the minimum percentages specified above will not be on the Promotional List.

5.3.2.6 For those who qualify for placement on the Promotional List, all marks shall be calculated into a final mark based on the weightings below.

(a)	Written examination	50%
(b)	Oral examination	25%
(c)	Simulation examination	25%

5.3.2.7 In each of the components, the final component marks will be rounded to the nearest whole number (up or down) for the purposes of determining pass/fail. The actual, not rounded, final component marks will be totaled to reach an aggregate mark. The aggregate mark will be rounded to the nearest whole number (up or down) to determine pass/fail.

Placement on the Promotional List – Fire Fighting Division

5.3.2.8 Placement on the promotional list shall be determined by length of service as of the date of qualification, with the longest service receiving the highest placement in the group. Where two (2) or more have the same length of service as of the date of their qualification, the overall aggregate mark will determine placement. If the overall mark is the same, a draw will be held to determine the order of placement.

Promotion to a Vacant Position - Fire Fighting Division

5.3.2.9 Promotion to the next permanent vacancy of any Officer rank in the Fire Fighting Division will be based on the Promotional List for that Division and the requirement of two (2) years in the Fire Fighting Division immediately prior to the promotion.

Qualifying Examination Materials

5.3.2.10 All materials required to participate in the Written, Oral and Simulation Examinations shall be made available to the candidate at least sixty (60) days prior to date of such exam.

5.3.2.11 The exam will consist of questions from the Officer's Training Manual, Departmental Rules, Operational Guidelines, the Ontario Fire Code and any other relevant job related source as determined by the Fire Chief.

5.3.2.12 All supplied materials will be relevant to the position the employee is writing for.

Subsection 5.3.3 Promotion to the Rank of Officer in the Fire Prevention Division:

Eligibility for Promotion to Chief Fire Prevention Officer:

5.3.3.1 Promotion opportunities will be available to all firefighters provided they meet the eligibility standards as set out hereunder. All firefighters who wish to attain an Officer's rank must agree to attend the Ontario Fire College for courses directly

related to the job they are wishing to attain. The Officer's rank defined is a Chief Fire Prevention Officer in the Fire Prevention Division.

Examination Time Periods – Fire Prevention Division

5.3.3.2 Beginning in 2017 examinations will be conducted to hire a Acting CFPO.

5.3.3.3 Candidates must have a minimum of five (5) years' service as a full time Fire Inspector in the Fire Prevention Division of the Caledon Fire and Emergency Services as of December 31st in the year in which the written examination takes place.

5.3.3.4 Candidates must obtain a mark of 75% in the written exam component in order to be designated a qualified candidate and to participate further. Each qualified candidate will be eligible to participate in an oral and presentation component. The oral exam will include questions that are job related. The Presentation exam will include a practical exercise that is job related. Both the oral and the Presentation exam components will take place before the Promotional Board.

(a)	An employee's written examination result:	Minimum 75%
(b)	An employee's oral examination result:	Minimum 70%
(c)	An employee's presentation examination result:	Minimum 70%

5.3.3.5 Participants who fail any one of the minimum percentages specified above will not be on the Promotional List.

5.3.3.6 For those who qualify for placement on the Promotional List, all marks shall be calculated into a final mark based on the weightings below.

(a)	Written examination	50%
(b)	Oral examination	25%
(c)	Presentation examination	25%

5.3.3.7 In each of the components, the final component marks will be rounded to the nearest whole number (up or down) for the purposes of determining pass/fail. The actual, not rounded, final component marks will be totaled to reach an aggregate mark. The aggregate mark will be rounded to the nearest whole number (up or down) to determine pass/fail.

Placement on the Promotional List – Fire Prevention Division

5.3.3.8 Placement on the promotional list shall be determined by length of service as of the date of qualification, with the longest service receiving the highest placement in the group. Where two (2) or more have the same length of service as of the date of their qualification, the overall aggregate mark will determine placement. If the overall mark is the same, a draw will be held to determine the order of placement.

Qualifying Examination Materials

5.3.3.9 All materials required to participate in the Written, Oral and Presentation Examinations shall be made available to the candidate at least sixty (60) days prior to date of such exam.

5.3.3.10 The exam will consist of questions from the Ontario Fire College, Departmental Rules, Operational Guidelines, the Ontario Fire Code and any other relevant job related source as determined by the Fire Chief.

5.3.3.11 All supplied materials will be relevant to the position the employee is writing to obtain.

5.3.4 Division Ranks

5.3.4.1 An Officer Rank is Division specific and is not transferable to another Division.

5.3.5 Acting

5.3.5.1 The employee at work with the highest placement on the promotional list shall act when his/her regular Officer is absent and he/she shall be paid the applicable Officer rate for all time worked.

5.3.6 Promotions

5.3.6.1 Promotions above the rank of 1st Class Fire Fighter shall normally take place within thirty (30) days of a vacancy, if reasonably practical.

Section 5.4 Lay-Off, Organizational Demotions and Recall

5.4.1.1 In the event of a lay-off in a division, firefighters in that division shall be laid off in reverse order of their seniority. Firefighters subject to lay-off and able to perform the duties of a position in another division may choose to displace a more junior person in the other division and be paid at the rate applicable for that position. Firefighters will be recalled in order of seniority.

5.4.1.2 Should an organizational demotion of a firefighter occur, seniority in years of service by position classification will govern. The last firefighter promoted to the rank will be the first firefighter demoted.

5.4.1.3 A firefighter shall not accrue seniority and shall be deemed to be terminated if he/she has been laid off for a period in excess of his length of seniority up to a maximum of twenty-four (24) months.

5.4.1.4 It is the responsibility of the firefighters to provide the Town with up-to-date contact information including address and telephone number.

Section 5.5 Job Postings

5.5.1.1 When the employer determines that a position is available a notice will be posted on the Fire Station Bulletin Boards for a period of not less than twenty-one (21) days. It is understood that posted positions shall be filled from within the Association whenever possible.

5.5.1.2 All postings for new positions shall be considered potential promotions or transfers for existing full time employees, who possess suitable qualifications for the posted position, and shall be administered accordingly.

5.5.1.3 All postings covered by the collective agreement shall be reviewed by the Association prior to their release.

5.5.1.4 A hiring process will be initiated within thirty (30) days of a vacancy in the present work force created by promotion, death, retirement, resignation or discharge, if reasonably practicable.

Section 5.6 Seniority

5.6.1.1 The Corporation shall establish a seniority list for all employees covered by this Agreement based on the employee's date of hire as a full time employee. In the event that more than one fire fighter has the same date of hire, the fire fighter hired at the highest class shall be placed higher on the seniority list. The employee hired at the next highest class level shall be placed next on the seniority list. This process shall continue until all fire fighters hired on the same day are dealt with. In the event that more than one new hire is hired at the same class level, a draw will be held by the Fire Chief, witnessed by an Association Executive Member, to determine their ranking within that class level. The draw will take place prior to the fire fighters' first day of employment.

5.6.1.2 The up to date seniority list, containing the employees' name, classification and date of hire will be provided to the Association in January of each year.

Article 6
Hours of Work, Overtime Hours and Callback to Duty

Section 6.1 Hours of Work

6.1.1.1 The regular hours of work for suppression full-time firefighters shall average forty-two (42) hours per week averaged over a four (4) week cycle.

6.1.1.2 The firefighters in the suppression division shall work ten (10) hour day shifts and fourteen (14) hour night shifts with days off on a rotary schedule, or any other mutually agreed upon shift rotation, as approved by the Fire Chief.

6.1.1.3 24 Hour Shift

a) **Hours of work shall consist of 24 hour shifts and shall be in accordance with a schedule of rotating shifts as set forth below. Employees must be off a minimum of twenty-four (24) hours between 24 hour shifts, subject to the exigencies of service. The parties agree that for each 24 hour shift a work plan will be completed by each Captain, specifying planned activities for the day.**

b) **The twenty-four (24) shift schedules based on an average forty-two (42) hour work week over a twenty-eight (28) day cycle, excluding authorized overtime.**

c) **Shifts will be from 8:00 a.m. – 8:00 a.m. the next calendar day.**

d)

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

e) **The Fire Chief may schedule an employee out of the 24-hour shift rotation for the purpose of receiving or providing training provided the employee mutually agrees to the said change and the duration of it. By mutual agreement between the Fire Chief and the employee, employees may be scheduled out of their regular shift rotation for the purpose of receiving or providing training for a week period (a week period is Monday through to and including Sunday) for as many mutually agreed periods throughout the calendar year. For the purpose of this clause, removing an employee out of their regular shift to receive or provide training shall be referred to as being "scheduled out". During the scheduled-out period(s), any training that requires an employee to exceed forty-two (42) hours per week, shall result in the employee being paid at the overtime rate for any hours beyond the forty-two (42). And if the scheduled-out period falls on a week where an employee would only be working one 24 hour shift (the Tuesday shift) the overtime shall be paid at time and one half for those hours which exceed the regularly scheduled twenty-four (24) hours of work for that week.**

f) **An employee who is scheduled to attend training for four or more days and who is scheduled to work the immediately preceding 24-hour shift shall be granted leave of absence without loss of pay, seniority or benefits for that shift. An employee who is scheduled to attend training for four or more days and who is scheduled to work immediately after attending training for a 24-hour shift shall be granted leave of absence without loss of pay, seniority or benefits for that shift. An employee scheduled out of their regular shift to facilitate the above, and who is scheduled to work the immediately preceding shift (meaning the Sunday) and who will be attending a three (3) day or less course during their scheduled-out period, shall be granted leave of absence for their night shift (8:00 p.m. – 8:00 a.m.) without loss of pay, seniority or benefits for that shift.**

g) **<u>Leave Before and/or After Attending External/Internal Training Opportunities or the Fire College</u>**

An employee who is scheduled to attend External Training Opportunities or the OFC for four or more days and who is scheduled to work the immediately preceding 24-hour shift shall be granted leave of absence without loss of pay, seniority or benefits for that shift. An employee who is scheduled to attend External Training Opportunities or the OFC for four or more days and who is scheduled to work immediately after attending approved training for a 24-hour shift shall be granted leave of absence without loss of pay, seniority or benefits for that shift. An employee scheduled out of their regular shift to facilitate the above, and who is scheduled to work the immediately preceding shift (meaning the Sunday) and who will be attending a three (3) day or less course during their scheduled-out period, shall be granted leave of absence for their night shift (8:00 pm - 8:00 am) without loss of pay, seniority or benefits for that shift.

6.1.1.4 The regular hours of work for firefighters in the Fire Prevention division shall average forty (40) hours per week.

6.1.1.5 The firefighters in the Fire Prevention division shall work a ten (10) hour day, four (4) days per week, alternating between a Monday to Thursday and Tuesday to Friday cycle. The work week schedule or work day start time may be amended (flexible) with at least two (2) weeks notice, unless otherwise mutually agreed upon.

6.1.1.6 The regular hours of work for firefighters in the Training division shall average forty (40) hours per week, to be scheduled to fulfill the requirements of the job.

6.1.1.7 Non-suppression staff scheduled on duty during statutory holidays will receive that day off as scheduled. In the event that non-suppression staff are scheduled to be off duty during a statutory holiday, that day will be credited to the non-suppression staff as a lieu day. Scheduling of the lieu day will be subject to the approval of the Deputy Fire Chief.

Section 6.2 Overtime Hours

6.2.1.1 The overtime rate shall be time and one half of the firefighter's regular hourly rate.

6.2.1.2 Overtime rates will not apply for the first fifteen (15) minutes following the termination of the regular working day. Should overtime exceed (15) minutes, the foregoing payment shall be retroactive to the commencement of the overtime period and shall continue until he/she is no longer required.

6.2.1.3 Time off in lieu of overtime pay shall be mutually agreed to by the employee and the Fire Chief.

6.2.1.4 Time banked in lieu of overtime shall not exceed forty-eight (48) hours unless approved in writing by the Fire Chief. If approval is not granted, banked time in

excess of forty-eight (48) hours will be paid to the employee at his rate as of December 31st on the first pay period in January of the following year.

Firefighters will be able to bank hours in excess of the forty eight (48) hours referenced above throughout the year however any excess hours at year end will be paid out as stipulated above.

Overtime hours banked can be carried over to the next year, provided they do not exceed forty-eight (48) hours without written approval from the Fire Chief, however all carried over hours may only be used for time/days off in the following year and will not be paid out to the Firefighter. Only those overtime hours incurred in the current year will be subject to payout at year end.

6.2.1.5 Notwithstanding 6.3.1.1, to be eligible for overtime payment for non-emergency overtime duty an employee must have been authorized to work overtime by the Chief or designate.

6.2.1.6 The Chief shall provide the Association a schedule identifying who may authorize and/or require an employee(s) to work non-emergency overtime or call back.

6.2.1.7 In the event of death, retirement, termination or resignation, all banked overtime hours will be paid to the estate of the employee.

6.2.1.8 Firefighters who are required by the Chief or Designate to be on stand-by will receive eight (8) hours for each week they are on stand-by. These hours may be banked or paid out at the firefighters regular rate of pay.

6.2.1.9 Employees covered by this agreement shall have first right of refusal for all overtime within their division. If no firefighters are available for that division then qualified firefighters within another division will be offered the overtime availability. If no qualified firefighters are available, the Town will utilize a volunteer firefighter.

6.2.1.10 When a full time crew is scheduled to be out of service for training and the full time truck or any designated apparatus for the career staff is not with them during training, the replacement crew shall be made up of off-duty career suppression staff, in accordance with 6.2.1.9.

6.2.1.11 Employees shall work no more than a maximum of 36 consecutive hours and shall have 24 hours off duty prior to returning to duty. Employees may work a maximum of 4 hours shift change before or past their shift on the 24 on - 24 off - 24 on shift ("Back to Back"). If the department requests that employees work longer than 36 consecutive hours, have less than 24 hours off duty before returning to duty or work more than 4 hours past or before their back-to-back tour to cover staff shortages, the parties may meet to discuss amending the maximum consecutive hour provision for shift exchanges. This shall not limit the rights of the Fire Chief under the *Fire Protection and Prevention Act*, 43(7).

Section 6.3 Callbacks

6.3.1.1 When an employee responds to an authorized call-back, he/she shall receive the overtime rate of pay from the time he/she arrives to work to the time he/she is no longer required or until his/her next regular shift begins, whichever comes first.

6.3.1.2 A paged response to an emergency is an authorized call-back – clarification being a call back to duty to maintain staffing levels on a full-time truck is an authorized call back.

6.3.1.3 All firefighters called back to duty shall receive a minimum of three (3) hours paid at the rate of one and one half (1.5) times his/her regular rate of pay.

6.3.1.4 All overtime in excess of the first fifteen (15) minutes shall be calculated to the nearest one quarter (1/4) hour.

Article 7
Wage and Salary Administration

Section 7.1 Wages

7.1.1.1 Payday shall be on a Friday, however, when it falls on a designated holiday, the first working day immediately prior to the designated holiday shall be payday.

7.1.1.2 An employee's annual salary shall be paid bi-weekly based on annual salary divided by twenty-six.

7.1.1.3 First Class firefighter salary:

January 1, 2019	**$101,015**
January 1, 2020	**$102,025**
July 1, 2020	**$103,205**
January 1, 2021	**$104,057**
July 1, 2021	**$105,046**
January 1, 2022	**$106,096**
July 1, 2022	**$106,839**

7.1.1.4 Wage differential chart:

Fire Fighter		1-Jan-19	1-Jan-20	1-Jul-20	1-Jan-21
1st class	100%	$ 101,015.00	$ 102,025.00	$ 103,205.00	$ 104,057.00
2nd class	90%	$ 90,913.50	$ 91,822.50	$ 92,884.50	$ 93,651.30
3rd class	80%	$ 80,812.00	$ 81,620.00	$ 82,564.00	$ 83,245.60
4th class	70%	$ 70,710.50	$ 71,417.50	$ 72,243.50	$ 72,839.90
Probationary class	65%	$ 65,659.75	$ 66,316.25	$ 67,083.25	$ 67,637.05
Probationary class (As of June 30, 2022)	60%				
Fire Prevention / Public Education Inspector	100%	$ 101,015.00	$ 102,025.00	$ 103,205.00	$ 104,057.00
Fire Prevention / Public Education Inspector - 2nd class	90%	$ 90,913.50	$ 91,822.50	$ 92,884.50	$ 93,651.30
Fire Prevention / Public Education Inspector - 3rd class	80%	$ 80,812.00	$ 81,620.00	$ 82,564.00	$ 83,245.60
Fire Prevention / Public Education Inspector - 4th class	70%	$ 70,710.50	$ 71,417.50	$ 72,243.50	$ 72,839.90
Fire Prevention/Public Education Inspector - Probationary class	65%	$ 65,659.75	$ 66,316.25	$ 67,083.25	$ 67,637.05
Fire Prevention/Public Education Inspector - Probationary class **(As of June 30, 2022)**	60%				
Captain Suppression	115%	$ 116,167.25	$ 117,328.75	$ 118,685.75	$ 119,665.55
Captain Suppression **(As of January 1, 2022)**	118%				
Captain Training Officer	115%	$ 116,167.25	$ 117,328.75	$ 118,685.75	$ 119,665.55
Captain Training Officer **(As of January 1, 2022)**	118%				
Chief Fire Prevention Officer	125%	$ 126,268.75	$ 127,531.25	$ 129,006.25	$ 130,071.25

Fire Fighter		**1-July-21**	**1-Jan-22**	**1-July-22**
1st class	100%	**$ 105,046.00**	**$ 106,096.00**	**$ 106,839.00**
2nd class	90%	**$ 94,541.40**	**$ 95,486.40**	**$ 96,155.10**
3rd class	80%	**$ 84,036.80**	**$ 84,876.80**	**$ 85,471.20**
4th class	70%	**$ 73,532.20**	**$ 74,267.20**	**$ 74,787.30**
Probationary class	**65%**	**$ 68,279.90**		
Probationary class (As of June 30, 2022)	60%		**$ 63,657.60**	**$ 64,103.40**
Fire Prevention / Public Education Inspector	100%	**$ 105,046.00**	**$ 106,096.00**	**$ 106,839.00**
Fire Prevention / Public Education Inspector - 2nd class	90%	**$ 94,541.40**	**$ 95,486.40**	**$ 96,155.10**
Fire Prevention / Public Education Inspector - 3rd class	80%	**$ 84,036.80**	**$ 84,876.80**	**$ 85,471.20**
Fire Prevention / Public Education Inspector - 4th class	70%	**$ 73,532.20**	**$ 74,267.20**	**$ 74,787.30**
Fire Prevention/Public Education Inspector - Probationary class	**65%**	**$ 68,279.90**		
Fire Prevention/Public Education Inspector - Probationary class (As of June 30, 2022)	**60%**		**$ 63,657.60**	**$ 64,103.40**
Captain Suppression	**115%**	**$ 120,802.90**		
Captain Suppression **(As of January 1, 2022)**	**118%**		**$ 125,193.28**	**$ 126,070.02**
Captain Training Officer	**115%**	**$ 120,802.90**		
Captain Training Officer **(As of January 1, 2022)**	**118%**		**$ 125,193.28**	**$ 126,070.02**
Chief Fire Prevention Officer	125%	**$ 131,307.50**	**$ 132,620.00**	**$ 133,548.75**
Platoon Chief	**125%**			**$133,548.75**

Section 7.2 Recognition Pay

7.2.1.1 Each member shall receive recognition pay, based on the percentage indicated below of a 1st class Firefighter's salary in accordance with the following:

Percentage	Years of Service
3%	8
6%	17
9%	23

7.2.1.2 To be eligible for recognition pay, an employee must meet the following criteria:
(a) have attained the rank of First Class Firefighter or above; and

(b) have attained the required years of service.

7.2.1.3 Recognition pay will qualify as pensionable earnings and be included in calculating overtime, recalls, statutory holiday pay, maternity or parental leave entitlements, court time and WSIB benefits.

Article 8
Employee Benefits

Section 8.1 Benefits

8.1.1.1 The Town agrees to continue to pay 100% of the premium cost for the existing coverage for the employees and their eligible dependents.

8.1.1.2 For information purposes only, the current benefit coverage is as follows:
Note: All benefit changes will be effective thirty (30) days from the signing of the collective agreement following Council approval.

Life Insurance
2 X annual earnings up to a maximum coverage of **$290,000.**

Optional Life
For firefighter, spouse or both - coverage in units of $10,000 to a maximum of $200,000 upon application approval (premiums paid by member)

Accidental Death & Dismemberment
2X annual earnings up to a maximum coverage of **$290,000.**

Supplementary Health Expense
100% of reasonable and customary charges for medically necessary drugs and medicines, in excess of the deductible. Drugs must legally require a prescription and non-prescription drugs must be life sustaining

- $2.00 deductible per prescription

All other extended health benefits include hospital, vision, professional services, medical services and supplies and emergency travel, which are all subject to reasonable and customary charges

- $15 deductible for other expenses per individual or $30 for family per calendar year (not applicable to hospital, drugs and out of province/Canada)

$500 lifetime maximum for prescribed smoking cessation aids (must have a DIN)

Semi-private hospital coverage

$500 annual maximum for prescribed services provided by each of the following licensed practitioners: speech therapist, osteopath, naturopath, podiatrist/chiropodist.

$650 annual maximum for prescribed services provided by each of the following licensed practitioners: massage therapist, chiropractor and physiotherapy.

$2,000 annual maximum for prescribed services provided by the following: psychologist, social worker and master of social work.

$300 annual maximum for orthopaedic shoes/boots, $500 annual maximum for orthotics

$500 per person in any 60 consecutive months for hearing aids (includes batteries)

Emergency travel assistance

$500 per person in any 24-month period vision coverage

$100 per person in any 24-month period for eye examinations

Dental Plan

100% for Minor Procedures (9 month recall, 6 month recall for dependents under 19)

50% for Major Procedures (removable and fixed prosthetics and restorative dentistry) to a maximum of $1,600 per calendar year

The dental plan will provide coverage at the **current** year's O.D.A. rate for each year of the collective agreement

Orthodontia **$2,000** lifetime maximum **per covered person.**

8.1.1.3 Pre-65 Retirement Benefits

The pre-65 retirement benefits including life, health and dental benefits, will be effective December 31, 2018 for a firefighter who retires on an unreduced OMERS pension subject to the following terms and conditions:

- **Benefits will be available up to the age of 65**
- **Benefits will be available from the 1st day of retirement**
- **The firefighter must have ten (10) years full-time continuous service with the Caledon Fire & Emergency Services**
- **The firefighter must apply for the benefits thirty (30) days prior to their retirement date**
- **The Employer shall pay 100% of the premiums for the benefits**
- **If the firefighter subsequently takes employment with another employer that provides employee benefits, any claims must be submitted through that employer's benefit plans first**
- **All benefits terminate at age 65, and conversion options available under any plan are the responsibility of the firefighter to investigate and action**
- **Premiums paid will be for the following benefit coverage:**
  - **Life Insurance - $7,500**

- **Dental coverage and Supplementary Health Coverage (comparable to the coverages for active firefighters covered under this agreement)**
- **Out-of-province and in Canada benefit claims and expenses are included, where covered by the insurance carrier. Out-of-country benefits claims and expenses are excluded.**

8.1.1.4 Post – 65 Retirement Benefits

Health Care Spending Account (HCSA)

The Employer shall provide an annual "Post 65 HCSA" of $2,500.00 for retirees between the ages of 65 and 75 who retire on or after January 1, 2019, with the following conditions:

- **The HCSA will be applicable to the eligible retired employees and spouses only to a combined maximum of $2,500.00 per year. This benefit shall only become payable effective date of award (i.e., no retroactive payment)**
- **Those eligible for the HCSA must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms established by OMERS and thereafter be in receipt on an unreduced pension. Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP) or other public or provincial insurance as may be applicable. Reimbursement will be provided for medical or dental expenses to the extent that these expenses exceed coverage available from OHIP, ODP or other applicable public insurance plan and are permitted by the Canada Revenue Agency (CRA).**
- **The HCSA will be non-cumulative. There is no redeemable cash value. In the event that the eligible retired employee (and spouse when applicable) does not exhaust the maximum entitlement for the year, the balance cannot be carried over to the next year.**
- **There are no survivor benefits.**

8.1.1.5 Medical Exam

Effective June 30th, 2022, the Town shall reimburse an employee up to a maximum of $125.00 to cover for the cost of a medical exam necessary to obtain or maintain DZ license. The employee will be required to provide evidence of payment to be eligible for reimbursement.

8.1.1.6 The Employer will have the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained.

8.1.1.7 All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plan documents or policies of insurance. It shall be the obligation of the employee to resolve any dispute concerning payment of benefits under any plan or policy directly with the insurer. However, the Corporation will use its best efforts to adjust and settle any such dispute.

Section 8.2 Short Term Disability

8.2.1.1 Short term disability benefits will commence on the fourth consecutive working day of disability or illness.

8.2.1.2 Every employee who has completed three (3) months of continuous service shall be entitled to receive the short term disability benefits in accordance with the following schedule:

Years of Service During Calendar Year	**Full Salary**	**2/3 Salary**
Less than 3 months	Nil	Nil
More than 3 months less than 1 year	Nil	15 wks.
1 year	2 weeks	13 wks.
2 Years	3 weeks	12 wks.
3 Years	4 weeks	11 wks.
4 Years	5 weeks	10 wks.
5 Years	6 weeks	9 wks.
6 Years	7 weeks	8 wks.
7 Years	8 weeks	7 wks.
8 Years	9 weeks	6 wks.
9 Years	10 weeks	5 wks.
10 Years	11weeks	4 wks.
11 Years	12 weeks	3 wks.
12 Years	13 weeks	2 wks.
13 Years	14 weeks	1 wk.
14 Years	15 weeks	Nil

8.2.1.3 Periods of disability due to the same or related cause separated by twenty (20) consecutive working days or less shall be considered a single period of disability.

8.2.1.4 An employee may draw full salary benefits to total the number of eligible weeks as determined by length of service, only once in the calendar year.

8.2.1.5 No employee shall be gainfully employed in the performance of another job while absent from duty on short-term disability.

8.2.1.6 **Employees who work a 24-hour shift schedule will be required to work modified duties on straight days whenever modified work is deemed necessary.**

Section 8.2.2 Incidental Absence

8.2.2.1 Incidental absences of 1, 2 or 3 days due to non-occupational illness or injury that prevent firefighters from attending at work to perform their regular duties, or modified duties if available, will be paid.

8.2.2.2 The Town may require firefighters to provide medical evidence to support their claim for a paid incidental absence**. Upon receiving proof of payment, the Town will reimburse employees for such medical notes when reasonably requested.**

8.2.2.3 No firefighter shall be gainfully employed in the performance of another job while absent from duty and paid for incidental absences.

8.2.2.4 On the 24-hour shift, an employee may book sick in 12-hour increments or the full 24-hour period. However, if an employee leaves work sick such worked hours will be prorated for those hours worked.

Section 8.3 Long Term Disability

8.3.1.1 The Town will arrange and pay the premiums for a long term disability plan that will provide eligible employees with 66 2/3% of the employee's regular salary.

8.3.1.2 The Corporation shall pay one hundred percent (100%) of the premium cost of the long term disability plan.

8.3.1.3 Long term disability benefits will commence immediately following the fifteen (15) week short-term disability/illness period subject to the conditions set by the insurance carrier.

8.3.1.4 The Town shall continue to provide all benefits at the expense of the Town to any employee on long term disability.

Section 8.4 Fatigue Management

When completing a shift of any duration, each firefighter is reminded of the following:

- **Each Firefighter is personally responsible for ensuring that he/she is sufficient rested such that they can safely operate their personal vehicle, in accordance with the Highway Traffic Act, at the completion of their shift;**

- **Each Firefighter is permitted to use the department rest facilities following the completion of their shift;**
- **No additional compensation will be provided for the time that the firefighter utilizes the department's rest facilities following their shift.**

Section 8.5 Workplace Safety and Insurance Board Benefits

8.5.1.1 The Corporation shall pay one hundred (100) percent of the premium cost for the Workplace Safety and Insurance coverage for all employees.

8.5.1.2 Any employee injured while on duty shall receive their regular payroll cheque from the Corporation and any Workplace Safety and Insurance Board Benefits with respect to salaries shall be paid directly to the Corporation.

Section 8.6 Pension Plan

8.6.1.1 Every full-time firefighter shall join the OMERS NRA 60 plan and the Town shall make contributions to the plan as required under the plan.

ARTICLE 8.7 Protective Equipment & Clothing

8.7.1.1 The Corporation shall supply each employee personal protective equipment and protective clothing to ensure their safety in the performance of their normal duties.

8.7.1.2 The Corporation shall provide each employee uniform clothing to be determined on the basis of their position and as deemed necessary and appropriate. Replacements will be provided based on demonstrated need or on an as needed basis.

8.7.1.3 All personal protective equipment, protective clothing and uniform clothing are deemed to be the property of the Fire Department. On leaving the service of the Fire Department, the employee may be required to return all articles of uniform or equipment in their possession to the Caledon Fire and Emergency Services Department.

Section 8.8 Cleaning Allowance

8.8.1.1 The Corporation shall reimburse firefighters, upon provision of receipts, for dry cleaning their uniform dress shirts, dress pants and dress tunic.

Section 8.9 Private Vehicle Expenses

8.9.1.1 When a firefighter is obliged to use his or her automobile in the performance of his or her duties, he or she shall be paid according to the Town Policy as established by Council.

Section 8.10 Out of Pocket Expenses

8.10.1.1 When a firefighter is required, by reason of trips outside the Municipality on departmental work, to pay for meals, telephone calls, accommodation or other expenses, he or she shall submit such accounts to the Fire Chief or his Designate in accordance with the Town By-law / Policy, as may be amended from time to time.

Article 9
Vacation and Designated Holidays

9.1 Vacation Entitlement

9.1.1.1 Staff vacation entitlement shall be based on the equivalent of one (1) tour of duty.

9.1.1.2 A tour of duty for Suppression firefighters is defined as one of the following:

- Days = 4 consecutive shifts
- Nights = 4 consecutive shifts
- Days/nights = 3 consecutive days and 3 consecutive nights

9.1.1.3 Vacation entitlement on the 24-hour shift schedule will be as follows:

1 weeks of earned vacation shall equal 2 Vacation credits
2 weeks of earned vacation shall equal 4 Vacation credits
3 weeks of earned vacation shall equal 6 Vacation credits
4 weeks of earned vacation shall equal 8 Vacation credits
5 weeks of earned vacation shall equal 10 Vacation credits
6 weeks of earned vacation shall equal 12 Vacation credits

The vacation week shall be as follows: One {1) 24 hour shift shall be equal to one {1) vacation credit. Vacation shall be taken in vacation week blocks. A vacation week block is Monday through to and including Sunday.

The vacation blocks shall be as follows:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Block 1	Mon			Thur			
Block 2					Fri		Sun
Block 3			Wed			Sat	
Block 4		Tue					

- **a week block is Monday through Sunday**
- **Monday & Thursday = 2 credits**
- **Friday & Sunday = 2 credits**
- **Wednesday & Saturday = 2 credits**
- **Tuesday = 1 credit**

9.1.1.4 Vacation Selection

1. **Most senior employee picks first, followed by next most senior, and so on until all members of the apparatus/crew/group have made a selection. Subsequent rounds replicate the first round.**
2. **Limit in days off to two (2) consecutive blocks shall be permitted in one selection round only.**
3. **Limit in days off to one (1) block otherwise per round.**
4. **Lieu day selection commences after vacation selection has been completed in the following manner, but in the reverse order of seniority.**
5. **A lieu day selection round is the selection of a one (1) or two (2) - 24 hr shifts, within any Monday to Sunday block but not overlapping blocks.**
6. **The firefighter may hold up to three (3) Lieu days back for use throughout the year. All Lieu days must be booked by August 31.**
7. **Lieu days that have been booked may be moved to another date, if staffing allows.**
8. **After vacation and the mandatory Lieu are selected, remaining individual unused vacation / lieu days may be utilized individually, booked in accordance with the Vacation scheduling rules.**
9. **Employees who have been transferred to another shift will have their vacation calendar time honoured as was booked on their original shift. If the transfer results in a vacation credit(s) not necessary for the new vacation schedule such will be added to their vacation bank; if such a transfer required the employee to use an additional credit(s) the Town may advance such credit(s) from the next years entitlement, lieu time or time owing may also be used at the discretion of the employee.**
10. **In terms of Lieu Days, One (1) 24 hour shift shall be equal to two (2) shifts of twelve (12) hours each.**
11. **One the 24-hour shift, lieu days for statutory holidays are equivalent to 7– 24 hour shifts**.

9.1.1.**5** A tour of duty for Fire Prevention firefighters is defined as 4 consecutive ten (10) hour shifts.

9.1.1.**6** A tour of duty for Training firefighters is defined as 40 hours.

9.1.1.**7** All vacation leave shall be based on a year that commences with the first day of January and ends with the last day of December. Earned vacation leave shall be taken in the calendar year following the year that it was earned, or at the discretion of the Fire Chief or designate.

9.1.1.**8** A firefighter will be eligible to paid vacation based on the following schedule:

Years of Completed Service by end of Calendar Year	Vacation Entitlement
1 year service	2 tours of duty
2 years service	3 tours of duty
10 years service	4 tours of duty

16 years service	5 tours of duty
23 years service	6 tours of duty

9.1.1.**9** Employees with less than one (1) full year of continuous service by calendar year-end shall earn one (1) day of vacation for each calendar month of service to a maximum of two (2) tours of duty, to be taken in the calendar year following the year that it was earned.

9.1.1.**10** No lieu days shall be taken consecutively with annual vacation except with the approval of the Fire Chief. Such approval shall not be unreasonably withheld.

9.1.1.**11** At time of hiring, the Corporation may provide an employee with an initial vacation entitlement that is greater than the vacation provision that they would normally be entitled to as outlined in articled 9.1.1.6, based on their past years of related experience.

9.1.1.**12** Should an employee become hospitalized or bereaved during the course of scheduled vacation, they may be granted alternative vacation equivalent to the amount of scheduled vacation remaining at time of hospitalization or bereavement providing that verification of these circumstances is received and is deemed satisfactory by the Fire Chief. The alternative vacation allotted will be taken at a time as approved by the Fire Chief and subject to all other related terms and conditions.

Section 9.2 Recognized Statutory Holidays

9.2.1.1 The Following days are recognized as statutory holidays for the purposes of this agreement:

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

9.2.1.2 The parties agree that for non-suppression staff Easter Monday and Remembrance Day will be observed as "floating holidays", the days off being mutually agreed upon with the firefighter's supervisor.

9.2.1.3 Employees will be provided with additional 2 "floating days", and one of those days will be in lieu of Truth and Reconciliation Day. Suppression staff will be provided these two (2) days in their lieu time and are to be taken as per 9.1.1.4.

Section 9.3 Holiday Pay

9.3.1.1 Employees may be scheduled to work on any of the foregoing statutory holidays. Where an employee works on a statutory holiday, he or she will be entitled to a lieu day. Where the statutory holiday falls on a day that is a scheduled day off for an employee, he or she will be entitled to a lieu day. A lieu day is one day off duty at a time that is suitable and approved in writing by the Fire Chief. Lieu days are accumulated on a day for day basis, i.e. one (1) lieu day is equal to one (1) full shift off duty.

9.3.1.2 Where the Town does not schedule employees who would otherwise be scheduled to work on a Statutory Holiday, the employees will be entitled to Holiday Pay for the day.

9.3.1.3 Lieu days must be used in the current year and may not be carried over into the ensuing year. Any lieu days standing to the credit of the employee on December 31st shall be paid to the employee in the following month.

9.3.1.4 When an employee is scheduled to work on a designated holiday, the employee will receive one and one half (1-1/2) times rate of pay plus a day in lieu of to be taken at a later date on a mutually agreed upon time between the employee and the Fire Chief.

Article 10
Grievance Procedure

Section 10.1 Grievance Procedure

10.1.1.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including a question of whether a matter is arbitrable, or where an allegation is made that the Agreement has been violated or that the suspension, discharge, demotion, or discipline of a fire fighter is without just cause, then such matter, here and after referred to as "the grievance", shall be dealt with as set out below.

10.1.1.2 The Association shall appoint a Grievance Committee hereinafter referred to as "the Grievance Committee" to be composed of five (5) members of the Association. The Association shall identify to the Corporation, in writing, the members of the Grievance Committee and any changes to the make-up of the Grievance Committee as any changes occur. A member of the executive shall be appointed as chair of the grievance committee. Only three (3) members of the Grievance Committee, including a member of the executive that is appointed as chair of the grievance committee, are allowed to be designated as the representatives of the Association in a grievance.

10.1.1.3 In the event that an employee coming within the Association has a potential grievance, the employee shall, forthwith, bring the matter to the Grievance Committee. The Grievance Committee shall give due consideration to any matter brought to it by a member, and if they are satisfied that there is just cause for a

grievance it shall be reduced to writing, setting out the nature of the grievance and the redress sought. The grievance shall then be taken forward as follows:

Step 1
Within fifteen (15) working days after the matter giving rise to the grievance first arose, the grievance shall be filed with the Fire Chief or his/her designate, and copied to Human Resources. A meeting shall be scheduled forthwith, to try to resolve the matter. The Fire Chief shall render his/her decision in writing within seven (7) working days from the date of the meeting.

Step 2
In the event that the matter is not resolved at Step One, the Grievance Committee may, within seven (7) working days after the receipt of said decision, forward a copy of the grievance together with the decision to Human Resources. Upon receipt of such copies, Human Resources, or his/her designate, shall confer forthwith with the Grievance Committee, and shall render his/her decision, in writing, within seven (7) working days from the date of the meeting.

Step 3
In the event that Human Resources, or his/her designate does not provide redress satisfactory to the Grievance Committee, the Grievance Committee may within seven (7) working days after the receipt of the aforesaid written decision of the Human Resources, or his/her designate, forward to the Chief Administrative Officer or designate of the Corporation, a copy of the grievance together with the decision of Human Resources, or his/her designate. Upon receipt of such copies, the Chief Administrative Officer, or his/her designate, shall confer forthwith with the Grievance Committee and shall render his/her decision, in writing, within seven (7) working days from the date of the meeting.

Step 4
In the event the Chief Administrative Officer, or his designate, does not provide redress satisfactory to the Grievance Committee, the grievance may be submitted to Arbitration within twenty-one (21) working days of receiving the written decision at Step Three (3), based on the arbitration procedure as hereinafter provided.

10.1.1.4 Where a grievance involves a group of employees, said grievance shall be filed at Step Two (2) of the Grievance Procedure and one (1) representative grievor may attend, without loss of wages and benefits.

10.1.1.5 Where a difference arises between the Association and the Corporation relating to the interpretation, application or administration of this Agreement, the Grievance Committee may file a grievance at Step Two (2) within fifteen (15) working days after the matter has first come to the attention of the Association, and the provisions of this Article shall apply.

10.1.1.6 Time limits for all steps of the entire grievance and arbitration procedure are mandatory unless extended by mutual consent. In determining the time in which

any Step is to be taken under the provisions of this Article, Saturdays, Sundays, Statutory and Declared Holidays, Vacation Days, Lieu Days or Sick Days shall be excluded.

Section 10.2 Grievance Arbitration

10.2.1.1 Any grievance which is not settled after completing the grievance procedure hereinbefore set out may be referred to arbitration in accordance with *The Fire Protection and Prevention Act, 1997.*

10.2.1.2 No matter may be submitted to arbitration which has not been properly carried through all required steps of the grievance procedure.

10.2.1.3 No Arbitrator or Board of Arbitration shall be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, add or amend any part of this Agreement. For clarification, this clause does not apply to interest arbitration.

10.2.1.4 In a case involving discharge or suspension of an employee, should the arbitrator conclude that the employee should be reinstated or the suspension was too severe a disciplinary response, the Arbitrator shall have the power to determine whether to award full, partial or no back pay.

10.2.1.5 The parties will jointly, in equal shares, bear the fees/expenses, if any, of the arbitrator.

Article 11
Employee Health and Safety

Section 11.1 Joint Health and Safety Committee

11.1.1.1 The Corporation shall establish a joint health and safety committee as required under the Occupational Health and Safety Act, as amended.

11.1.1.2 At least one member of the Joint Health and Safety Committee shall be a full-time employee of Fire and Emergency Services who is a member of the Association.

Section 11.2 Firefighting Protective Equipment

11.2.1.1 The Corporation will provide all personal protective equipment and clothing as required under the Occupational Health and Safety Act, as amended. Such equipment or clothing will meet the standards required under the Act and will be maintained, inspected and replaced as required under the Act.

Article 12
General Provisions

Section 12.1 Association Business

12.1.1.1 The Town recognizes the firefighters' privilege to be represented at Association conventions and educational seminars. Leaves of absence for Association conventions and educational seminars may be granted but will not interfere with operations. An appropriate replacement resource, as mutually agreed to with the Fire Chief, shall be provided by and paid for by the association.

12.1.1.2 Up to three (3) members of the Association shall form the Association's Negotiating Committee for the purpose for collective bargaining. The Association shall inform the Town of the names of the members of the Negotiating and Grievance Committees as well as the names of the Association Executive.

12.1.1.3 Up to three (3) members of the Association's duly elected or appointed Negotiating Committee shall be granted leave of absence without loss of pay as may be necessary for time spent negotiating the collective agreement with the Town, insofar as the regular operations of the Department permit, at the discretion of the Fire Chief.

12.1.1.4 Members who are not on-duty will be provided time off in lieu, on an hour for hour basis, for time spent negotiating with the Town.

Section 12.2 Labour Management Committee

12.2.1.1. A Labour Management Committee shall be established consisting of three (3) members from the Corporation and three (3) members from the Association. The purpose of this committee is to discuss employment issues of mutual concern.

12.2.1.2 Each party shall notify the other by January 15th of each year of their committee members and the name of their respective Co-Chairs.

Section 12.3 Discipline

12.3.1.1 Whenever the Chief, or his designate, calls a member of the Association to a meeting involving disciplinary action, or potential disciplinary action, the Chief or his designate shall advise the firefighter that he/she is entitled to have a member of the Executive in attendance at the meeting. Such a meeting, once requested, shall take place as soon as possible, at a time mutually agreed to by the parties.

12.3.1.2 It is understood that the holding of the meeting is not a bar to the firefighter, who is subject of the discussion, being relieved of duty prior to the disciplinary discussion.

12.3.1.3 Copies of any correspondence to the member arising from any such meeting shall be forwarded to the Association.

12.3.1.4 Where a member of the Association has not been subject to discipline for a period of two (2) years, any disciplinary notation(s) recorded on the firefighter's service record/human resources employee file shall be deleted from the firefighter's disciplinary record/human resources employee file, subject to the timelines

referenced below. Notwithstanding the foregoing, any notations arising from violations of the Ontario Occupational Health and Safety Act and related regulations (as defined by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1) will remain on the firefighter's record indefinitely.

The date from which the disciplinary period shall commence will be the date of the issuance of any disciplinary notation received from the Town or forty-five (45) days from the date of the incident, whichever is less.

Article 13
Collective Agreement Duration

Section 13.1 Duration of Agreement

13.1.1.1 This Agreement shall be in force and effect from **January 1, 2019** to **December 31, 2022** and from year to year thereafter unless amended or an Arbitrator decision is awarded. The Corporation or Association may give written notice of its desire to bargain with a view to making a collective agreement within ninety (90) days of the expiry date of the collective agreement. The Employer and Association shall meet within thirty (30) days after notice to bargain is given and shall bargain in good faith and make every reasonable effort to make a collective agreement.

13.1.1.2 Upon written notice of proposed amendments, both parties shall negotiate in good faith in respect to the matters proposed for amendment and the remaining provisions of the Agreement including Letters of Understanding, shall be automatically renewed.

THIS AGREEMENT executed at the Town of Caledon this **1st** day of **June, 2023.**

THE CORPORATION OF THE TOWN OF CALEDON

Annette Groves
Mayor

Carey Herd
Chief Administrative Officer

Tracey McKenna
Director, People Services

Dave Forfar
Fire Chief

THE CALEDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4686

Mike Kirk
President

Chris Deacon
Vice-President

Dennis Anselmi
Secretary-Treasurer

SECRETARY

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Caledon
(hereinafter referred to as "the Employer")

and

The Caledon Professional Fire Firefighters Association – IAFF Local 4686
(hereinafter referred to as "the Association")

Re: Vacation Entitlement Special Provisions

The parties agree that the Corporation may provide an employee, at time of hiring, with an initial vacation entitlement that is greater than the vacation entitlement provision that they would normally be entitled to, as outlined in article 9.1.1.6.

From that point forward, the employee's vacation entitlement will change to the next level of vacation entitlement based on their years of service earned with Caledon Fire and Emergency Services, as per the seniority provisions stipulated in article 5.6.1.1 and the vacation provisions stipulated in article 9.1.1.6.

The parties agree that for any employees who were previously provided a vacation entitlement of four (4) weeks, without having attained the minimum number of years of service as outlined in article 9.1.1.6, these employees will change to the next level of vacation entitlement based on their years of service earned with Caledon Fire and Emergency Services, as per the seniority provisions stipulated in article 5.6.1.1 and the vacation provisions stipulated in article 9.1.1.6.

Signed at Caledon this 8th day of August, 2014

Original signed:

For the Association:
Geoff Hoar
Darryl Thompson
Don Rea

For the Corporation:
David Forfar
Judy Porter
Jill Cochrane

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Caledon
(hereinafter referred to as "the Employer")

and

The Caledon Professional Fire Firefighters Association – IAFF Local 4686
(hereinafter referred to as "the Association")

Re: Recognition of Service for the Purposes of Vacation Entitlement

The parties agree to recognize the past continuous permanent full-time service, as indicated below, with the Town of Caledon for the following members of the Fire Association for the purposes of eligibility to vacation entitlement only as outlined in Section 9 of the collective agreement.

This same principle will apply for any future permanent full-time Town of Caledon employees hired into the Caledon Fire and Emergency Services and are covered by this collective agreement.

Gillian Boyd	January 4, 1996
Colin Berry	May 26, 1998
Anthony Staniscia	June 9, 1999

Signed at Caledon this 20th day of May, 2015

Original signed:

For the Association:
Darryl Thompson
Dave Pelayo
Don Rea

For the Corporation:
David Forfar
Judy Porter
Darryl Bailey

MEMORANDUM OF AGREEMENT

Between

The Corporation of the Town of Caledon
(hereinafter referred to as "the Employer")

and

The Caledon Professional Fire Firefighters Association – IAFF Local 4686
(hereinafter referred to as "the Association")

Re: Work Hour Scheduling for Suppression Firefighters

When the Employer determines the need to staff another Fire station within the Town of Caledon with full-time suppression firefighters, the parties agree to the following:

That the full-time suppression firefighters assigned to the station will be placed on a work schedule that will be reviewed with the Association in advance with the final schedule being determined by the Employer;

That the hours of work shall be an average of forty-two (42) hours a week as assigned, but will not necessarily be the same as the existing schedule at any other full-time station with full-time suppression firefighters;

That the Association and Town acknowledge that there may be a need to rotate full-time suppression firefighters.

Signed at Caledon this 20th day of May, 2015

Original signed:

For the Association:
Darryl Thompson
Dave Pelayo
Don Rea

For the Corporation:
David Forfar
Judy Porter
Darryl Bailey

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Caledon
(Herein referred to as "the Employer")

And

The Caledon Professional Fire Fighter Association – IAFF Local 4686
(Herein referred to as "the Association")

Re: Hours of Work – Division of Fire Prevention

Both parties agree that, as an exception to the provisions of article 6.1.1.4 of the existing collective agreement, employees in the division shall be granted the ability to work an eight (8) hour day on a five (5) day work week, Monday to Friday, between the hours of 8:30 am and 4:30 pm, as directed by the Fire Chief.

To be eligible to change their work schedule, employees must designate their choice on an annual basis by September 30th of each calendar year to be effective for the 1st pay period in January of the year following.

All terms and conditions of the collective agreement related to hours worked and time off will be based on the 8 hour day. This agreement will be in effect for the term of the collective agreement.

Signed at Caledon this 9th day of June, 2015

Original signed:

For the Association:
Darryl Thompson
Dave Pelayo
Don Rea

For the Corporation:
David Forfar
Judy Porter
Mark Wallace

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Caledon
(Herein referred to as "the Employer")

And

The Caledon Professional Fire Fighter Association – IAFF Local 4686
(Herein referred to as "the Association")

RE: Excluding a Fourth Position Out of the Bargaining Unit and Creation of a New Bargaining Unit position of Platoon Chief

The Fire Prevention and Protection Act, 1997 (FPPA) Part IX is titled "Firefighters: Employment and Labour Relations. Section 54 (8) Restriction defines how many managers an employer may designate "to be exercising managerial functions or acting in a confidential capacity in matter relating to labour relations". The Town of Caledon is allowed three (3) managers according to the 54 (8) (b) of the Act.

The parties may, however, agree to exclude additional persons from the bargaining unit.

Accordingly, the parties have agreed to the exclusion of an additional Deputy Chief from the bargaining unit. The total number of exclusions will be 4, 1 Chief and 3 Deputy Chiefs. The excluded positions with only perform managerial duties and will not perform any of the work of the bargaining unit.

The parties further agree that there will no further exclusions from the bargaining unit unless they mutually agree.

The parties have also agreed to appoint 1 Platoon Chief before December 31, 2022. The parties will agree on the process for the selection of the Platoon Chief. The Platoon Chief will be included in the Association bargaining unit and will be paid at 125% of the rate of the First-Class Fire Fighter. The duties of the Platoon Chief will be specified in any job posting for the position.

The parties agree that it is necessary to include these two new positions in the organizational chart of the Town of Caledon Fire Department and that there will ne no further action, grievance or negotiations concerning these two positions going forward.

Signed at Caledon this 25 day of April 2022.

Original signed:

For the Association:
Mike Kirk
Daryl Bond
Dennis Anselmi
Chris Deacon

For the Corporation:
Carey Herd
Dave Forfar
Tracey McKenna

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Caledon

(Herein referred to as "the Employer")

And

The Caledon Professional Fire Fighter Association – IAFF Local 4686

(Herein referred to as "the Association")

Re: Interim Promotional Process for the Appointment of Platoon Chief

The Parties agree that this Letter of Understanding is the result of a collaborative effort between the Corporation of the Town of Caledon and the Caledon Professional Firefighter's Association, IAFF Local 4686.

The Parties agree the following agreement will set out an interim promotional process for the hiring of a Platoon Chief in Suppression from within the bargaining unit as negotiated in the Letter of Agreement dated April 25, 2022.

The Parties agree to the following for the appointment of a Platoon Chief for 2022:

1. All Applicants shall have a minimum thirteen (13) years full-time employment with the Town of Caledon Fire & Emergency Services and hold rank of Captain-Suppression. For greater clarity, the interim promotional process will only consider internal candidates and the successful candidate will not be required to possess all the "Skills & Qualifications" listed in the Platoon Chief Job Description.
2. Appointment for the position of Platoon Chief will be made through an interview panel comprised of Fire Chief or designate, a Deputy Fire Chief and a representative from People Services. The President of the Association or designate may attend as an observer during the interview.
3. The Interview Guide for selection of the candidate will include interview questions and a Blue Card scenario.
4. The Platoon Chief will be paid at 125% of the rate of the First-Class Fire Fighter, entitled to all the rights and privileges as set out in the Collective Agreement. The Platoon Chief will be a member of the Association.
5. During the next round of bargaining, the parties agree to negotiate promotional language, to be included in the Collective Agreement, for the future Platoon Chief vacancies. Any unresolved dispute may be submitted to interest arbitration.

Signed at Caledon this **6th** day of **December 2022.**

Original signed:

For the Association:
Mike Kirk
Chris Deacon
Dennis Anselmi

For the Corporation:
David Forfar
Carey Herd
Tracey McKenna