2019 - 2023 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON

brampton.ca

- and -

THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 1068, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

January 1, 2019 - December 31, 2023

THE CORPORATION OF THE CITY OF BRAMPTON
AND
THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 1068 I.A.F.F.

COLLECTIVE AGREEMENT INDEX

SUBJECT	PAGE	ARTICLE
Accident and Sickness	12-17	12
Arbitration	74	33
Association Dues	2	2
Baseline Testing	22	16.05
Beneficiary	71	30.04
Benefits During Lay-off	7	10.03
Bereavement Leave	23-24	18
Callback	4-5	5
Change of Shift	3-4	4
Credit Union Deductions	71	30.05
Direct Deposit	71	30.03
Discharge or Discipline	73	31
Dues	2	2.03
Duration	75	34
EI Premium Rebate	16	12.06
Employment Status	6	7
Equipment and Uniforms	26-29	20
Fitness Membership	3	3.02
Grievance – General	74	32.03
Grievance – Group	74	32.02
Grievance Procedure	74	32
Health and Safety	5-6	6
Hepatitis A & B Vaccination	22	16.05
Holidays	19-20	15
Hospital, Medical & Insurance Coverage	20-22	16
Hours of Work	3-4	4
Instructor's Remunerations	71-73	30.06
Job Transfers	7-12	11
Lateral Transfers within Brampton Fire and Emergency Services	8-12	11.03
Layoff	7	10.01
Leave of Absence	24-26	19
Legal Expenses	51	29
Management Rights	3	3
Medical Examination for DZ License	3	3.04
Military Reservist Leave	26	19.05
Modified Work Plan	13-16	12.05
Overtime	4-5	5
Paid Holidays	19-20	15
Pay Dates	71	30.02
Pensions	23	17
Personal Leave of Absence	25	19.03
Pregnancy and Parental Leave	25-26	19.04
Probation Period	2	2.01

COLLECTIVE AGREEMENT INDEX (Cont'd)

SUBJECT	PAGE	ARTICLE
Promotions – Apparatus and Maintenance Division	36-39	23
Promotions – Communications Division	46-50	26
Promotions – Fire Life Safety Education Division	39-43	24
Promotions – Fire Prevention Division	32-35	22
Promotions – Suppression Division	29-32	21
Promotions – Training Division	43-46	25
Recall	7	10.02
Recognition	2	2
Replacement	7	9
Retirement Benefits	21	16.03
Retirement Date	23	17.03
Safety	5-6	6
Salaries	51-73	30
Scope	1-2	1
Service Recognition	51	28
Shift Changes	4	4.04
Shingles Vaccination	22	16.05
Sick Leave	12-17	12
Special Allowances	50-51	27
Stand-By	4-5	5.01
Statutory and Declared Holidays	19-20	15
Technological Change	6	8
Transfers	7-12	11
Uniforms	26-29	20
Union Leave	24-26	19.01
Vacancy Replacement	7	9
Vacation	17-19	14
Volunteers	6	7.05
Workplace Safety & Insurance	17	13

MEMORANDUMS OF AGREEMENT

# 1	Joint Communication Centre	77

LETTERS OF UNDERSTANDING

# 1	Automatic Aid / Automatic Dispatch System	78
# 2	Modified Work Plan	79
# 3	Hours of Work for Fire Prevention – Trial Period	80
# 4	Joint Committee Commitment – Hours of Work	81
# 5	Communications Centre	82
# 6	Recruitment of Single Licensed Emergency Vehicle Technical "EVT" (310T)	83
# 7	Promotional Exam to Article XXVI	84
# 8	Article XXVI – Salaries	86

EXPIRY: December 31, 2023

THIS AGREEMENT

made this 2nd day of December, 2019

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON
(Hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE BRAMPTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 1068, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(Hereinafter called the "Employee")

OF THE SECOND PART

PURPOSE:

The purpose of this Agreement is to establish a mutually satisfactory relationship between the Employer and Employees concerned; and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all the Employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I - SCOPE

1.01 The Corporation recognizes the Association as the exclusive bargaining agent for all full time Fire Fighters and Communication Division personnel, Coordinators (all divisions), Assistant Division Chiefs (all divisions), Apparatus and Maintenance Division personnel, Training Division personnel, Supply and Equipment Officer(s), Fire Prevention and Fire/Life Safety Education personnel of the Brampton Fire & Emergency Services, with the exception of the Fire Chief, the Deputy Fire Chiefs (max. 3), the Assistant Deputy Chief, the Platoon Chiefs (max. 4), the Division Chief of Fire Prevention, the Division Chief of Training, the Division Chief of Communications, the Division Chief of Fire/Life Safety Education, the Division Chief of Apparatus & Maintenance, the Manager of Fire Communications, Division Chief of Administrative Services (or similar title) and the clerical/secretarial staff. This agreement shall be applicable to all such employees. The term "Employee", as used herein, shall refer and apply to all such employees.

1.02 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine gender in all situations where they would so apply.

1.03 The words "Department" or "Fire Department" used in this Agreement, shall mean the City of Brampton Fire and Emergency Services.

1.04 Where the words "Fire Chief or designate" are used in this agreement, the "designate" shall be drawn from the non-union managerial staff of the Brampton Fire and Emergency Services. Where the managerial function in question involves a particular division of the Brampton Fire and

ARTICLE I - SCOPE (Cont'd)

Emergency Services, the "designate" will be drawn from the appropriate or affected Division of Brampton Fire and Emergency Services. The Deputy Chief can be the "designate" for any Division.

1.05 The words "business day" used in this Agreement, shall mean Monday to Friday excluding any statutory holidays as defined in Article 15.02.

ARTICLE II - PROBATION PERIOD, RECOGNITION AND ASSOCIATION DUES

2.01 The period of probation for new employees shall be twelve (12) months from the date of hiring, provided the employee successfully completes all examination and tests that encompass the probation period.

In special circumstances, the probation period may be extended for a further three (3) months. During the probationary period, to include any extension which may be granted, the employment of such probationary employee may be terminated, subject to the provisions under the Fire Protection and Prevention Act.

2.02 All employees of Brampton Fire and Emergency Services, who are now members of the said Association, shall remain members of the said Association in good standing as a condition of continued employment, and all new employees shall become members of the said Association upon commencing employment with the Brampton Fire and Emergency Services and shall continue their membership in good standing in the said Association as a condition of continued employment.

2.03 The employer shall collect Association dues from each employee

a) By deduction from payroll each payday in such sums as the Association may establish from time to time; deductions in respect of new employees will commence on receipt by the employer of a signed authorization from such new employee. All such sums deducted pursuant to this Article, for Association dues, shall be remitted by the employer to the Association's general account after each pay period to be paid within one week thereafter.

b) After each pay period a list of all employees, from whose pay deductions have been made, shall be sent to the Treasurer of the Association.

c) The Association shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.

2.04 The employer agrees to deduct Long Term Disability (LTD) premiums, for the Association's LTD plan, from each employee

a) By deduction from the payroll each payday in such sums as the Association may establish from time to time; deductions in respect of new employees will commence on receipt by the employer of a signed authorization from such new employee. All such sums deducted pursuant to this Article, for Long Term Disability premiums, shall be remitted by the employer to the Association's general account after each pay period to be paid within one week thereafter.

b) After each pay period a list of all employees, from whose pay deductions have been made, shall be sent to the Treasurer of the Association.

c) Any changes in the Association's L.T.D. plan will be certified in writing to the Corporation by the Treasurer of the Association. This certification shall become effective on the first pay period in the month of January, provided such certification is received by the Corporation no later than October 1st of each calendar year.

d) The Association shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.

2.05 There shall be no discrimination or intimidation against any employee because of the employee's membership in the Association, or by virtue of his holding office in the Association.

ARTICLE III - MANAGEMENT RIGHTS

3.01 a) The Association recognizes that it is the sole right of the Corporation to manage all normal Brampton Fire and Emergency Services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote its employees for just cause. A claim of discriminatory promotion, demotion, or transfer, or a claim that any employee has been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided herein. Any employee who is to be suspended, discharged or demoted by the Fire Chief or Deputy Fire Chief, shall be afforded the right to be accompanied by an Executive Member of Local 1068. The Corporation agrees that the above functions shall only be exercised in a manner consistent with the provisions of this Agreement.

b) i) The Corporation shall withdraw disciplinary records from a member's file after two (2) years of discipline-free service.

ii) Notwithstanding 3.01 b) i), the Corporation shall withdraw suspension records from a member's file after five (5) years of suspension free service.

3.02 The Corporation shall provide, at no cost to the employees, City of Brampton Parks and Recreation fitness memberships to all employees who request them.

3.03 All employees are required to maintain the qualifications necessary for the nature of their job.

3.04 The Corporation will reimburse each employee that is required to maintain a DZ license, up to one hundred and twenty-five ($125) dollars to cover the cost of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario.

If the employee is required by the Ministry of Transportation of Ontario to submit a medical report more frequently than above, the Corporation will reimburse the employee up to one hundred and twenty-five ($125) dollars per occurrence, as long as the Corporation has been provided with supporting documentation from the Ministry of Transportation of Ontario to justify the requirement. The employee will be required to produce evidence of payment.

ARTICLE IV - HOURS OF WORK

4.01 a) Fire Fighters shall be required to work a forty-two (42) hour week on the average, with twenty-four (24) hour shifts, based on a four (4) platoon system on a four (4) week schedule. For the purposes of other articles of this Agreement, one twenty-four (24) hour shift is equivalent to two (2) days.

b) Communication Operators shall be required to work a forty-two (42) hour week on the average, consisting of a ten (10) hour day, and a fourteen (14) hour night, based on a four (4) platoon system on a four (4) week schedule.

c) The Day Shift Communications Operators will be required to work a forty (40) hour week, consisting of five (5), eight (8) hour days. The normal workweek shall be Monday to Friday.

d) Fire Prevention: Hours of work shall consist of a ten (10) hour per day/4 day per week work schedule.

e) Fire Life Safety Education Officers shall be required to work a forty (40) hour week, consisting of four (4), ten (10) hour days.

f) Employees in the Division of Apparatus and Maintenance shall be required to work a forty (40) hour work week, consisting of four (4) ten (10) hour days.

g) Assistant Division Chief, Emergency Vehicle Technicians, Supply and Equipment Officers and Emergency Facilities Technicians shall be required to work a forty (40)

hour week, consisting of four (4) ten (10) hour days. Lunch will be taken during their work period.

h) Vacation scheduling for the classifications in the Apparatus and Maintenance section will be in accordance with the Apparatus and Maintenance Vacation agreement, in order to maintain appropriate staffing levels.

i) In the event that there are no Supply and Equipment Officers on duty due to vacation or illness, the Assistant Division Chief or an Emergency Vehicle Technician would be temporarily assigned to stores for the duration of the absence. The length of assignment and individual to be assigned will be determined by the Division Chief of Apparatus and Maintenance. The employee(s) that are assigned to stores will not receive any extra compensation and will continue to be paid their regular rate of pay.

j) If an Emergency Vehicle Technician is called in after hours, they will be provided with access to the stores to obtain parts. A parts form will be properly completed by the EVT and entered by the Supply and Equipment Officer when they return to work for their next regular scheduled shift.

k) Shift exchanges will be as per the Shift Exchange Policy.

4.02 All employees not covered by Clause 4.01 shall be required to work a forty (40) hour week. Lunch will be taken during the working period. The Corporation will consult with the affected employees and the Association prior to implementing changes to their scheduled hours of work.

4.03 It is understood that nothing in the above will prevent the Fire Chief or designate from changing any employee from one shift to another, or his day off, with seventy-two (72) hours advance notice.

4.04 It is further understood that nothing in the above schedule of hours will prevent the Officers in charge of the shifts involved granting the request of any two (2) employees to change shifts or days off.

4.05 Fire Fighters shall be required to work a forty (40) hour week during the Recruit Training Program. Lunch will be taken during the working period. Within the term of the Recruit Training Program, Fire Fighter Recruits may be scheduled for up to three (3) additional hours for the purposes of Fitness Evaluation, or re-testing if required.

4.06 No Fire Fighter assigned to a twenty-four (24) hour shift may work more than **twelve (12)** hours either prior to or at the end of their shift. Employees assigned to a twenty-four (24) hour shift schedule must have a break of ten (10) hours minimum between shifts. **Employees may only work four (4) additional hours on a Saturday if scheduled to work the Friday / Sunday shift.** Employees on a twenty-four (24) hour schedule may not work more than forty-eight (48) hours per week averaged over a calendar year except in the case of a major emergency as permitted under the *Fire Protection and Prevention Act, 1997.*

4.07 Time spent by Fire Fighters at committee meetings outside of their regular work hours will not be included when determining whether the Fire Fighter has exceeded the permitted working hours in Article 4.06.

ARTICLE V - OVERTIME

5.01 a) **OVERTIME DUTY FOR OTHER THAN "CALLBACK" SITUATIONS**
An employee who is requested by an Officer in charge to continue on duty after the completion of his regular shift or to commence duty prior to and extending into the starting time of his regular shift will be compensated at time and one half (1-1/2) the employee's regular rate of pay for the additional time worked.

The Fire Chief or designate may, at his discretion, allow time off regular working hours in lieu of overtime payment when requested by the employee. Such time shall be calculated at appropriate overtime rates.

ARTICLE V – OVERTIME (Cont'd)

b) **CALLBACK TO DUTY**
Any employee who is called back to work, as defined in Section 43 (7) of the Fire Protection and Prevention Act, shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay for the additional time worked, with a minimum payment of three (3) hours at time and one half (1-1/2) the regular rate provided such work is required by a decision of the Officer in charge.

c) **STANDY-BY / ON-CALL**
An employee designated to perform the duties of an on-call fire investigator shall be compensated at a rate of two-tenths ($^2/_{10}$) of one percent (1%) of a 1st Class Fire Fighter rate for each week when on mandatory stand-by.

d) Time Owing is to be used within the year it is accumulated. Time owing carryover is limited to **one hundred and forty-four (144)** hours. Any unused time owing or carried time over in excess of **one hundred and forty-four (144)** hours on November 1st shall be paid out on the 1st pay period in December of the calendar year.

5.02 Payment of such overtime shall be payable bi-weekly.

5.03 Exclusion of Day Shift Communications Operators from the Required Minimum Staffing Levels within the Communications Division

a) The Day Shift Communications Operator positions will not form part of the minimum required staffing within the Communications Division. As such, it will not be backfilled during the planned or unplanned absence of the Day Shift Communications Operators.

b) In the event that on-duty Communications Operator staffing falls below the minimum staffing levels, the required position(s) will be filled through overtime as per the normal process.

c) Step 1: Contact the off-duty Communications Operators to offer the overtime.

Step 2: Contact the off-duty Day Shift Communications Operators to offer the overtime (may not work back to back shifts).

Step 3: Contact the off-duty Communications Operators who are on scheduled vacation and/or lieu days to offer overtime.

Step 4: Offer the work to a qualified Brampton Fire Fighter.

Step 5: Offer the work to Mississauga Fire personnel.

d) In the event that the required Communications Operator position cannot be filled through the normal overtime process, the on-duty Day Shift Communications Operators will be assigned to fill the required position prior to taking a qualified Firefighter off the trucks and assigning him/her to perform the duties of the Communications Operator.

ARTICLE VI - HEALTH AND SAFETY

6.01 A health and safety committee shall be organized within Brampton Fire and Emergency Services, consisting of management and Association personnel, to look into all aspects of health and safety within Brampton Fire and Emergency Services.

6.02 Association personnel on the Committee shall have registration and expenses paid to attend seminars, etc., relating to Occupational Health and Safety that are arranged or conducted by the Corporation. The approval for attendance at such functions shall be at the sole discretion of the Fire Chief or designate.

6.03 Each on-duty Fire Fighter and Fire Fighting Officer shall be issued with a fully functional P.A.S.S. device (N.F.P.A. 1982 compliant or better) to be used during his/her active tour of duty.

ARTICLE VI - HEALTH AND SAFETY (Cont'd)

6.04 To ensure that employees have obtained sufficient rest following completion of their shift, an employee shall be permitted to use the departmental rest facilities following the completion of his/her shift, as deemed necessary by the employees.

No additional compensation will be provided for the time that the employee utilizes the department rest facilities following their shift.

ARTICLE VII - PRESERVATION OF EMPLOYMENT STATUS

7.01 A Captain or acting Captain shall be in command of the following emergency vehicles: pumpers, rescue pumpers (squads), aerials, tele-squirts, quints and aerial platforms.

7.02 Unless otherwise agreed between the parties hereto, no person outside the bargaining unit herein described shall perform the work customarily and regularly performed by the employees in the bargaining unit, except in the case of a natural or national emergency.

7.03 The Corporation agrees to the implementation of full time Communications Officers. When Communications Officers are called in to work overtime as Communications Operators they will be paid at time and one half (1 ½) of a 1st Class Communications Operator's salary.

7.04 The Corporation agrees that the current complement of District Chiefs will not be reduced as long as there are Platoon Chiefs.

7.05 The Corporation agrees that there will be no use of volunteer firefighters within Brampton Fire and Emergency Services. Notwithstanding, the parties agree that volunteers will be used to operate the rehabilitation unit.

ARTICLE VIII - TECHNOLOGICAL CHANGE

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

1. The nature and degree of the change.
2. The date or dates on which the Corporation plans to effect the change.
3. The location or locations involved.

As soon as reasonably practicable, after the foregoing notice has been given, the Corporation will make disclosure to the Association to the effects of the change or changes on each classification of Employees.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultations with a view to resolving any issue which may concern the employment status of any employee.

If agreement has not been reached within fifteen (15) days after the parties have met in consultation by the parties following the disclosure, either party may submit any outstanding issue to a board of arbitration which shall be constituted pursuant to the Act. The arbitration board shall have full remedial power to deal with any unresolved issue.

No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial change in mechanization until either the parties have reached agreement through negotiation or the Board of Arbitration constituted hereunder has issued its award.

ARTICLE IX - VACANCY REPLACEMENT

9.01 Effective January 1, 2018, no vacancy in the Brampton Fire and Emergency Services shall be left unfilled for a period in excess of one hundred and forty-five (145) calendar days, except as agreed between the parties.

9.02 When a vacancy which comes within the scope of this agreement is to be filled, notice of such vacancy shall be posted internally for a period of twenty-one (21) days so that all bargaining unit employees may have the opportunity of making application.

9.03 While recognizing the right of management to develop job descriptions and qualifications and implement job postings, the Association shall be notified of any significant changes to previously utilized job postings and descriptions. Such notification shall take place within a reasonable amount of time prior to the posting of said changes in order to consult with the Association. This shall also include all newly created or proposed positions within the bargaining unit.

Consultation shall mean the process of information exchange and the Association's input will be considered prior to the finalization of job descriptions, qualifications and job postings.

9.04 Day Shift Communications Operators positions will be offered in order of seniority, internally, to all current Communications Operators within Brampton Fire and Emergency Services. It will be awarded as a transfer to the most senior Communications Operator who accepts the offer.

In the event that none of the current Communications Operators choose to accept the Day Shift Communications Operator position, it will be filled through the external recruitment process.

The Day Shift Communications Operators will be eligible to apply for postings as per the normal process.

Should a vacancy become available for a Communications operator position, the Day Shift Communications Operators will be given first right of refusal for the vacancy based on seniority; whereby the Day Shift Communications Operators shall be provided with fourteen (14) calendar days to accept or decline the vacant Communications Operator position, counting from the date he/she was advised of the vacancy.

ARTICLE X - LAY-OFF AND RECALL

10.01 **LAYOFF** – Should a lay-off or a consequent organizational demotion of an Employee or Employees be planned, it is recognized that, despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off. In the case of employees of officer rank, it will result in the last employee to be promoted to an officer rank, being the first to be demoted.

Seniority to prevail providing that the senior employee has the necessary skill, qualifications, and ability to perform the duties of the junior employee.

10.02 **RECALL** – In the event of a recall, employees shall be recalled in the inverse order of their lay-off. Officers shall be restored to their respective former officer ranks in the inverse order of their demotion from those ranks, when organizational needs so dictate.

10.03 **BENEFITS DURING LAYOFF** – In the event of a lay-off, the employer will continue to provide the benefits as specified in Article 16.0 of this Agreement for a period of three (3) months on the basis as provided in the said Article.

ARTICLE XI - JOB TRANSFERS

11.01 **JOB TRANSFERS** – Should an employee become unfit to perform the work customarily and regularly performed within his Division, the Fire Chief will attempt to place him in another Division within Brampton Fire and Emergency Services. A vacant job classification must exist before such consideration can be contemplated and the employee in question must have the necessary skill

ARTICLE XI - JOB TRANSFERS (Cont'd)

and ability to perform such vacant job classification. The decision of the Fire Chief, after consultation with the Association, will be final in this matter.

11.02 **JOB TRANSFER SALARY ADJUSTMENT** – An employee who transfers to another job classification, as per Clause 11.01 above, which is set at a lower salary level than the job classification from which he is transferring, shall revert to the 1st Class salary level of the classification from which he is transferring on date of transfer if his rank is higher. A 1st Class employee transferring to a lower paid job classification will maintain his 1st Class salary level on date of transfer. In both situations the 1st Class salary level being paid on the date of transfer shall be frozen and the person in question shall not receive any future salary increases until such time as the rate of pay in his new job classification exceeds that of his frozen 1st Class salary level.

11.03 **LATERAL TRANSFERS WITHIN BRAMPTON FIRE AND EMERGENCY SERVICES**

The parties agree to the following:

1. **How Sick Time is Calculated and Accrued according to the Hours of Work when Transferring Between Divisions**

(a) Sick time conversion calculations applied to transfers
The sick bank conversion is completed based on the effective date of the transfer by multiplying the number of sick days existing in the sick bank as at the date of transfer times the appropriate conversion factor rounded to the second decimal place (0.5+ is rounded up).

(b) Sick bank conversion factors to be used in calculation
Conversion factors:
Transferring from 1/180 to 1/208 - apply 1.156
Transferring from 1/180 to 1/260 - apply 1.444
Transferring from 1/208 to 1/260 - apply 1.250
Transferring from 1/208 to 1/180 - apply 0.865
Transferring from 1/260 to 1/208 - apply 0.800
Transferring from 1/260 to 1/180 - apply 0.692

Legend	
1/180 →	Firefighting Division: 24 hour shifts
1/208 →	Staff Division: 4 day week at 10 hour per day
1/260 →	Staff Division: 5 day week at 8 hour per day

(c) Scope
(i) Sick time conversions shall only apply to employees who were employed with Brampton Fire and Emergency Services on or after January 1, 2009. No retroactive conversion shall take place for those who retired prior to January 1, 2009.

(d) Sick Time Accrual
(i) Sick time accrual shall continue to be applied in accordance with the collective agreement.

2. **How Lieu Time and Vacation are applied in each Staff Division**

a) Lieu Day and Vacation Day Usage in all Staff Divisions (other than Communications):
- Fire Prevention
- Apparatus and Maintenance
- Training
- Fire & Life Safety Education

(i) Employees are scheduled off-duty on all statutory holidays in accordance with the collective agreement (rather than being provided a bank of lieu days).

ARTICLE XI - JOB TRANSFERS (Cont'd)

(ii) Employees, whose normally scheduled day off falls on a statutory holiday, shall have 8 or 10 hours (depending on their hours of work) credited into their time owing bank.

(iii) Vacation usage shall be in accordance with the Collective Agreement.

b) Lieu and Vacation Day Usage in the Communications Division

(i) Lieu days (days in lieu of time off on statutory holidays) are provided in accordance with the Collective Agreement.

(ii) Vacation usage shall be in accordance with the Collective Agreement.

3. How Lieu Time and Vacation are applied when Transferring Between Firefighting and other Staff Divisions

(a) Transferring from: Firefighting (shift) to Staff Division (other than Communications) - Lieu Days:

(i) Lieu Days are calculated effective the date of transfer into the new position.

(ii) Lieu days used combined with holidays taken can never exceed 13 days per employee in any calendar year, regardless of the date of transfer. (excluding carry over)

(iii) If, the lieu days used (prior to transfer) plus the statutory holidays remaining in the calendar year (following the transfer) exceed13 days, the employee may make up the time by working, as agreed between the employee and the applicable Division Chief, or use time owing, as available, to cover the excess days over 13.

Example: Employee uses all 13 lieu days prior to the transfer date of July 1, but as at this date, eight (8) statutory holidays remain in the calendar year. Therefore, employee may either work the eight (8) statutory holidays or take the eight (8) statutory holiday off and have them deducted from his/her time owing bank, as available to cover the deficit.

(iv) If the lieu days used (prior to transfer) plus the statutory holidays remaining in the calendar year (following the transfer) are less than 13 days, the employee shall be credited to his time owing bank - 12 hours for each day he/she is under 13 days.

Example: Employee has used none of his/her 13 lieu days prior to the transfer date of July, but as at this date, 8 statutory holidays remain in the calendar year. Therefore, the employee's time owing bank is to be credited with 5 days at 12 hour each, totaling 60 hours.

(v) If scheduled lieu days have been approved but not yet taken prior to transfer, they shall be honoured following the transfer, subject to (iii) or (iv) above, as applicable.

(b) Transferring from: Firefighting (shift) to Staff Division (other than Communications) - Vacation Days:

(i) Vacation that has been approved prior to transfer shall be honoured following the transfer.

(ii) Unused vacation days not scheduled prior to transfer shall be scheduled following the transfer as availability permits.

(c) Transferring from: Staff Division (other than Communications) to Firefighting (Shift) – Lieu Days:

(i) Employee will be credited for all the lieu days that are remaining in the calendar year in which the transfer takes place. These credited lieu days shall then be scheduled to be taken within the same calendar year, as availability permits.

ARTICLE XI - JOB TRANSFERS (Cont'd)

(d) Transferring from: Staff Division (other than Communications) to Firefighting (Shift) – Vacation Days:

(i) Vacation that has been approved prior to the transfer date shall be honoured after the transfer date to the closest working shift.

(ii) Unused vacation days not scheduled prior to transfer shall be scheduled following the transfer as availability permits.

(iii) No vacation or lieu time will be approved during the Recruit Training Program.

(e) Transferring between Communications Division and Firefighting - Lieu Days and Vacation Days

(i) The same process applies as is currently practiced when transferring from Platoon to Platoon within Firefighting.

4. How Rank and Pay Rate are Applied in cases of Temporary or Permanent Transfers Between Divisions

(a) Transferring from: Firefighting to Training

(i) With respect to rank and pay rate:

- Article 25.06 shall apply for rank above 1st Class; and
- Article 21.02 shall apply for 1st Class or below

(b) Transferring from Training to Firefighting

(i) With respect to rank:

- Article 21.05 shall apply, in which case, employees who have earned a Captain's rank in the Training Division shall not be allowed to have that Captain's rank transfer with them to the Firefighting Division. The only exception to this being if the employee held the same rank in Firefighting, prior to transferring into Training.

(ii) With respect to the promotional process:

- An employee may only transfer back to Firefighting, the rank that the employee brought in when he/she transferred into Training; i.e., employees bring out what they brought in.
- An employee, who previously achieved a successful mark in the Acting Captain's promotional process or Acting District Chief's promotional process and transfers back to Firefighting, shall be placed at the bottom of the current eligibility list.
- The previously attained mark shall be applied to the next promotional process provided the employee has transferred back into the Firefighting Division no later than ninety (90) days prior to the date set for the next respective promotional exam.
- An employee cannot transfer from Training to Firefighting until a vacancy exists in Firefighting.

(c) Transferring from Firefighting to Staff Divisions (other than Training)

(i) **Employee will maintain the classification that he/she held at the time of transfer**

- **Captain and** DC transfers into Staff at 1st Class

(ii) Upon transfer, the pay rate shall be that of the new position (as defined above), effective the first day in the Staff Division.

(d) Transferring from Staff Divisions (other than Training) to Firefighting

(i) If the Transferring employee has never been a Brampton Firefighter:

- The employee must apply as a recruit, earn a job offer as a Firefighter and complete the recruitment training program.
- Upon transfer, the employee **will maintain the** classifications from where he/she was in the Staff division:
  - A 1st Class FPO shall become a **1st Class Firefighter**
  - An Assistant Division Chief **or Coordinator** shall become a **1st Class Firefighter**

ARTICLE XI - JOB TRANSFERS (Cont'd)

(ii) If the Transferring employee was a Brampton Firefighter prior to transferring into the Staff Division, but has been out of Firefighting for more than two (2) years:

- There must be a Firefighter vacancy before any transfer can occur.
- The employee must successfully complete the Recruit Training Program.
- The employee will return to the classification that he/she last held as a Firefighter, immediately prior to the date the employee transferred into the Staff Division.

Notwithstanding the above, all employees transferring into another Division must complete the promotional classification process according to the prescribed timelines as outlined in Promotions Articles XXI, XXII, XXIII, XXIV, XXV, XXVI.

(e) If the Transferring employee was a Brampton Firefighter prior to transferring into the Staff division and has been out of Firefighting for less than two (2) years:

- There must be a Firefighter vacancy before any transfer can occur;
- The employee shall not be required to complete the entire Recruit Training Program again, but will be required to complete an appropriate refresher training program as determined by the Division Chief – Training;
- The employee shall return to the classification he/she last held immediately prior to the date the employee transferred into the Staff Division;
- If the employee was qualified as an Acting Captain before transferring from Firefighting into the Staff Division, he/she shall transfer back to Firefighting as a 1st Class Firefighter, but the Acting Captain qualification, shall not apply and, as such, the employee will not be placed on the current Acting Captain list. The employee must re-qualify as an Acting Captain in accordance with the Promotional Process.

5. How Seniority is applied in cases of Temporary or Permanent Transfers Between Divisions

(a) Seniority Definition

(i) The seniority date refers to the employee's commencement date with Brampton Fire and Emergency Services.

(ii) An employee's seniority shall not be affected by any transfer. All allotments, including vacations, clothing, etc are based upon this date.

(b) Seniority applied to Vacation Approval within each Division

(i) For Firefighting: Vacation Approval is based on Department Seniority date as per the vacation agreement.

(ii) For Communications: Vacation Approval is based on Department Seniority date as per the vacation agreement.

(iii) For A&M: Vacation Approval is based on Department Seniority date as per the vacation agreement.

(iv) For Training: Vacation approval is based upon scheduled teaching assignments and assigned workloads (i.e. Recruit Training) – no minimum staffing provisions exist.

(v) For FLS: Vacation approval is based upon scheduled teaching assignments and assigned workloads – no minimum staffing provisions exist.

(vi) For Fire Prevention: Vacation Approval is based on Department Seniority date as per the Fire Prevention vacation agreement.

ARTICLE XI - JOB TRANSFERS (Cont'd)

6. How Vacation that is Approved prior to Transfer is Treated following the Transfer

(a) Any vacation that was approved prior to being transferred into a different Division will be honoured as scheduled, following the transfer.

7. Application of Probation Requirements

(a) General Probation Requirements
  (i) Article 2.01 continues to apply.
  (ii) Probation is served during the first 12 months of employment with Brampton Fire and Emergency Services.
  (iii) No further probation beyond the above will apply.
  (iv) Lateral transfers are not subject to additional probation.

8. How Vacancy Replacement is Affected by Transfers

(a) All vacancies are filled in accordance with Article 9.01.

(b) Any employee who subsequently wishes to transfer to another division may do so, in accordance with the provisions contained herein, provided the required vacancy exists.

9. How Clothing Allotments shall be adjusted

(a) Upon being awarded a lateral transfer opportunity, the transferring member will be issued the difference between the initial clothing issue schedule (Article 20.01) of the division that he/she is leaving and that of the division that he/she is moving into.

(b) There will be no impact on points allotments.

ARTICLE XII - SICK LEAVE PLAN

12.01 All employees shall receive one and one-half (1-1/2) days per month sick leave with unlimited accumulation. The employee shall be paid an amount equal to his salary for one-half (1/2) the number of days standing to his credit to a maximum payment equivalent to one-half (1/2) his annual earnings if:

1. Upon termination, he has completed a minimum of five years of service;

2. He is totally disabled or partially disabled to an extent that he is unable to be employed by Brampton Fire and Emergency Services in the opinion of the Corporation, after consultation with a physician specializing in the field of disability;

3. He dies while an employee of the Corporation, his beneficiary, as designated in the Corporate Group Life Insurance Plan, shall be paid the amount stated above.

The Corporation reserves the right to require a Doctor's certificate as justification for payment of sick leave.

12.02 Should an employee provide:

1. Proof of receipt of Long Term Disability benefits with the Association's L.T.D. carrier, and
2. A request, in writing, electing not to receive paid sick leave,

The Corporation will stop paying paid sick leave for the duration of time that the employee continues on approved L.T.D.

12.03 The crediting of, or the loss of accumulated sick leave credits shall not be adversely affected where an employee is absent from work under the Workplace Safety and Insurance Act.

ARTICLE XII - SICK LEAVE PLAN (Cont'd)

12.04 Where the Corporation requires an employee to obtain a doctor's certificate, the cost of which if any, shall be paid by the Corporation to the physician involved.

12.05 **MODIFIED WORK PLAN**

The City of Brampton and its employees are committed to developing and maintaining a safe and healthy work environment that safeguards the health and safety of its employees.

It is the policy of the Brampton Fire and Emergency Services to make every reasonable effort to provide suitable modified work to employees to the extent that they are competent and capable, who are unable to perform the essential duties of their regular jobs because of an occupational or non-occupational injury or illness.

Modified work must be mandatory not only in the sense that the Corporation can require an employee to accept suitable and available modified work, but also in the sense that, consistent with the duty to accommodate disability as defined by the Ontario Human Rights Code, the employees who require it have entitlement to modified work where it is suitable and available.

Purpose:

1. A Modified Work Program is an integral and important element in providing a safe and healthy work environment for all employees. The program promotes an early return to suitable modified work, which safeguards the employee's health, reduces costs and lessens the adverse impacts on disabled employees.

2. The objective of a Modified Work Program is to return a disabled employee to full duties through the process of matching the functional abilities and limitations of the employee, as identified by the health professional on the Medical Assessment Form, to the demands of suitable and available modified work.

3. Disabled employees on modified work will continue to accrue service and seniority, and will continue to accumulate sick leave.

4. The Modified Work Program will permit an employee a reasonable period of convalescence as identified by the employee's health professional.

Modified Work Program Team (MWP Team):

To ensure that all interests are taken into consideration and a successful early and safe return to work plan is developed, a team approach will be utilized. Although the specific individuals in each case will vary, the MWP Team will consist of, but not be limited to the following participants: (all the Team members identified below must agree to any additional Team members)

- Disabled Employee
- Health Professional
- Department Representative as required and Fire Chief or designate as required
- Association Representative and President or designate as required
- Health and Safety Services Representative

Responsibilities:

Disabled Employee

- Promptly report all injuries and illnesses
- Obtain healthcare treatment immediately and continue medical rehabilitation as necessary to recover
- Provide medical information, with respect to his/her ability to return to work, immediately following the initial assessment, or as soon as practical, to the Department Representative or Health and Safety Services Representative
- Maintain regular contact with the Department and WSIB when applicable

- Participate in exploring modified work opportunities and developing an early and safe return to work plan with members of the MWP Team
- Communicate any difficulties with the modified work plan to the MWP Team as soon as possible
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

Health Professional (Employee's)

- Assess and communicate the disabled employee's functional abilities and limitation to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery
- Provide regular follow-up assessments of disabled employee's functional abilities and limitation, and progress
- Support the modified work program as a viable rehabilitation process

Department Representative (Fire Chief or designate)

- Maintain contact with the disabled employee to monitor his/her ability to return to work and for evaluation and support during the rehabilitation process
- Modify the work or workplace, as necessary and able, to accommodate the disabled employee's functional abilities and limitations
- Provide training, as appropriate
- Monitor the disabled employee's performance and progress in relation to his/her functional abilities or limitations
- Ensure that no tasks are being assigned other than those in accordance with the functional abilities and limitations on the Medical Assessment Form
- Relate progress evaluation and concerns regarding the modified work to the Health and Safety Services Representative and the Association Representative
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible
- Advise the Association Representative whenever a disabled employee is placed on a modified work plan

Association Representative

- Provide support, encouragement and direction to the disabled employee where appropriate
- Assist in the placement of the disabled employee into the pre-injury/illness position or modified work in conjunction with the program and plan goals
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

Health and Safety Services Representative

- Facilitate the disabled employee's early and safe return to work following an injury or illness
- Receive and review documentation regarding the disabled employee's functional abilities and limitations, and progress
- Coordinate MWP Team meetings to discuss the disabled employee's functional abilities and limitations, and employment alternatives
- Act as liaison between disabled employee, Association Representative, Department Representative, health professional, and WSIB, where applicable
- Work in cooperation with all members of the MWP Team to facilitate a successful return to work as soon as possible

Procedures for Temporary or Permanent Disability:

1. Employees who have been deemed by a health professional to be partially, but not totally, disabled will be provided with modified work consistent with the disabled employee's

functional abilities and limitations, where such modified work is suitable and available, and the Corporation determines that the work should be done.

2. It is the responsibility of the disabled employee to provide the Corporation with medical information of his/her functional abilities and limitations from his/her health professional through the completion of the Medical Assessment Form. This information shall be supplied as and when required to review the disabled employee's functional abilities and limitations, and progress. The modified work must assist the disabled employee in returning to his/her pre-injury/illness position, if possible. The duration of the modified work will be determined at the commencement of the modified work whenever possible.

3. The assignment of modified work to a partially disabled employee does not create a vacancy and must not result in a layoff, nor in the displacement of any other employee, including any employee on modified work or other duties, unless the employee consents to the displacement. If there are more employees at any time requiring modified work than there are assignments available, the available duties must be assigned to the employees capable of performing the modified work in order of seniority.

4. The duties assigned to modified work must be duties reasonably within or related to the duties within the bargaining unit. Disabled employees in modified work programs will continue to be paid at their pre-injury/illness rate of pay for hours worked unless wage improvements are made and/or the person is progressed to a higher rank.

   Where it has been determined, based on medical/functional information received by the Health and Safety Services Representative that an employee's partial disability is permanent and the employee will be unable to return to his/her regular job, the Corporation will make every reasonable attempt to supply such permanent accommodation within the employee's department. Should such permanent accommodation not be available, the Corporation will make every reasonable attempt to provide such permanent accommodation, consistent with the employee's qualifications, functional abilities and limitations in another department of the Corporation.

5. Every reasonable effort will be made to update missed training assignments while a disabled employee is on modified work. The disabled employee will make every reasonable attempt to schedule therapy or treatment during off duty hours. In the event this is not possible there will be no interruption of earnings when such therapy or treatment occurs during scheduled work hours.

6. Vacation entitlement during a modified work program shall be in accordance with Article 14 of the Collective Agreement.

7. Placement of the disabled employee will be determined by the functional abilities and limitations as outlined on the Medical Assessment Form, the type of modified work that is suitable and available with the final decision made by the Department Representative in consultation with the MWP Team.

8. The parties agree that should problems arise with the disabled employee's modified work program, representatives of the Modified Work Program Team will meet at any time to discuss problems and identify solutions that are satisfactory to all parties.

9. In the event the Health and Safety Services Representative has insufficient/conflicting medical information with respect to the employee's medical/functional abilities and for the duration of the absence, the Corporation may require a health professional of the Corporation's choice to contact the employee's health professional directly for clarification of the information provided on the Medical Assessment Form and to provide information necessary for proper placement.

10. Where there is conflicting medical/functional abilities, or in the event of a disagreement with the health professional of the Corporation's choice and the employee's treating physician, the employee shall be referred to a mutually agreed upon independent

specialist in the field of medicine for the condition from which the employee is suffering, who will make the final determination with respect to disability.

11. It is understood that all medical information will be treated as confidential between the health professionals referred to above. The Department Representative will only be provided with a list of the employee's functional abilities and restrictions.

12. Cost of the report from the independent specialist shall be borne by the Corporation if the Corporation determines it requires an independent medical examination.

13. If there are more employees requiring permanent placements to a position than positions available, assignments will be made on the basis of an employee's ability to perform the work. In such cases, should the employees be equally capable, the available work will be assigned in order of seniority.

14. When an employee is placed under paragraph 4, the employee's position will be deemed to be vacant and the vacated position will be filled.

15. It is understood that nothing in this policy is intended to limit the Corporation's obligation to accommodate disabled employees under the Ontario Human Rights Code.

12.06 Employees Share of EI Premium Rebate

In accordance with legislative requirements pertaining to the EI Premium Reduction Plan and for as long as such legislative requirements are in place and the Corporation continues to qualify for the EI Premium Reduction Plan, the Corporation shall, as soon as practical in the first quarter of each year, calculate the total employee share of the employment Insurance Premium rebate of the previous year. The Corporation shall then remit such amount of monies to the Association.

12.07 **FIREFIGHTING DIVISION – 24 HOUR SHIFT**

For the purpose of the twenty-four (24) hour shift, when a Fire Fighter reports absent due to illness or injury, he shall be deducted **twenty four (24) hours** to cover a twenty-four (24) hour shift.

1. Suppression firefighters shall be eligible to return to work for the second half of their twenty-four (24) hour shift as follows:

(a) The process of an employee reporting for the second half of their twenty-four (24) hour shift shall be at no cost to the City except as otherwise specified and following from the determinations herein. Without limiting the generality of the foregoing, the City shall not be required to pay for mileage or travel time for the movement of employees as set out herein.

(b) The individual's call in to report to work after sick leave for the first twelve (12) hours of the shift shall be made to Fire Communications at least two (2) hours in advance (i.e. by no later than 5:00 p.m.) for the second half of the shift starting at 7:00 p.m.

(c) The individual reporting to work shall pick up his/her Personal Protection Equipment and report to the station he/she is assigned to by 7:00 p.m. in accordance with the following:

i. If the individual is a First Class Fighter or below in rank, he/she shall report to the station as assigned by the District Chief.

ii. If the individual in question is an Acting Captain, he/she shall report to the station as assigned by the District Chief and shall receive his/her regular first class salary.

iii. If the individual in question is a Captain, he/she shall report to the station as assigned by the District Chief to replace the lowest ranking Acting Captain who in turn will return to his/her regular first class salary.

ARTICLE XII - SICK LEAVE PLAN (Cont'd)

iv. If the individual in question is a District Chief, he/she shall report for work and relieve the Acting District Chief who will then return to his/her Captain rank and pay and be assigned to the station with the lowest ranking Acting Captain who would in turn return to his/her regular first class salary. If, however, the District Chief has been called in on overtime, he/she shall be sent home.

(d) An individual of any rank may call in for a shift on modified duties where such position is available for the duration of the shift, at the discretion of the Platoon Chief.

2. Any individual called in on overtime to replace an individual who has reported sick for their shift and then is able to report for work in accordance with paragraph 1, above, may only remain at work at the discretion of the City.

Fire Fighters who have reported to work at their regular start time and subsequently leave work due to non-occupational illness/injury while on shift shall be deducted sick **hours** based on the time that they leave. **This shall also apply to the use of emergency/dependent care leave.**

ARTICLE XIII – WORKPLACE SAFETY & INSURANCE ACT

13.01 All employees off duty as a result of accident or occupational illness incurred in or from the performance of their duties for the Municipality shall be paid the difference between their regular salary and the amount received from the Workplace Safety & Insurance Board, provided that this difference shall only be paid while the employee is in the employ of the Municipality.

13.02 Where any dispute arises relative to any employee's suffering from an alleged occupational illness or an accident occurring on duty, such dispute shall be adjudicated under the procedures and regulations of the Workplace Safety and Insurance Act.

ARTICLE XIV - VACATION

14.01 Employees with less than one (1) year continuous service and employed before June 30th of the current year, shall be entitled to one (1) day's vacation for each full calendar month of such continuous service to a maximum of two (2) complete shifts. These holidays to be taken prior to December 31st, or at the discretion of the Fire Chief or designate.

Effective January 1, 2019 Employees with less than one (1) year continuous service shall be entitled to one (1) day's vacation for each full calendar month of such continuous service to a maximum of two (2) complete shifts. These holidays to be taken prior to December 31st, or at the discretion of the Fire Chief or designate.

14.02 All Employees with less than five (5) years service as of June 30th, except as noted in Clause 14.01, shall be entitled to two (2) complete shifts off per year with full salary.

Effective January 1, 2020 all Employees with less than **four (4)** years service as of June 30th, except as noted in Clause 14.01, shall be entitled to two (2) complete shifts off per year with full salary.

14.03 All Employees with five (5) years service and over as of June 30th shall be entitled to three (3) complete shifts off per year with full salary.

Effective January 1, 2020 all Employees with **four (4)** years service and over as of June 30th shall be entitled to three (3) complete shifts off per year with full salary.

14.04 All Employees with ten (10) years service and over as of June 30th shall be entitled to four (4) complete shifts off per year with full salary.

14.05 All Employees with seventeen (17) years service and over as of June 30th shall be entitled to five (5) complete shifts off per year with full salary.

ARTICLE XIV – VACATION (Cont'd)

14.06 All Employees with twenty-five (25) years service and over as of June 30th shall be entitled to six (6) complete shifts off per year with full salary.

14.07 Effective January 1, 2020 all Employees with thirty-one (31) years service and over as of June 30th shall be entitled to seven (7) complete shifts off per year with full salary.

14.08 FIREFIGHTING DIVISION – 24 HOUR SHIFT

One (1) vacation credit will consist of twenty-four (24) hours.

Fire Fighters with less than one (1) year continuous service shall be entitled to one (1) vacation credit for every three (3) full calendar months of service up to a maximum of four (4) vacation credits.

Fire Fighters with less than five (5) years of service as of June 30th, shall be entitled to four (4) vacation credits. **Effective January 1, 2020** Fire Fighters with less than **four (4)** years of service as of June 30th, shall be entitled to four (4) vacation credits.

Fire Fighters with five (5) years of service as of June 30th, shall be entitled to six (6) vacation credits. **Effective January 1, 2020** Fire Fighters with **four (4)** years of service as of June 30th, shall be entitled to six (6) vacation credits.

Fire Fighters with ten (10) years of service as of June 30th, shall be entitled to eight (8) vacation credits.

Fire Fighters with seventeen (17) years of service as of June 30th, shall be entitled to ten (10) vacation credits.

Fire Fighters with twenty-five (25) years of service as of June 30th, shall be entitled to twelve (12) vacation credits.

Effective January 1, 2020 Fire Fighters with thirty-one (31) years of service and over as of June 30th shall be entitled to fourteen (14) vacation credits.

14.09 i) **STAFF DIVISION**

A complete shift will consist of a continuous tour of days, nights, or a combination thereof.

ii) **FIREFIGHTING DIVISION – 24 HOUR SHIFT**

A minimum of one (1) full twenty-four (24) hour shift must be booked for vacation.

iii) **DAY SHIFT COMMUNICATIONS OPERATORS**

A complete shift for Day Shift Communications Operators consists of working a five day work week from Monday to Friday, eight (8) hours each day.

A maximum of ten (10) consecutive working days (2 weeks) may be scheduled between July 1st and August 31st and during the Christmas vacation period.

The Day Shift Communications Operators may request to take their allotted vacation as single days.

All vacation requests are subject to the approval of the Division Chief – Communications.

The Day Shift Communications Operators will not be included in or affected by the Communication Operator vacation selection process.

ARTICLE XIV – VACATION (Cont'd)

14.10 Vacation schedules shall be posted on or before the first day of January of each year, on a system agreed upon by the Fire Chief or designate and the Association. Employees must receive thirty (30) calendar days notice of any change in the above-mentioned schedule thereafter.

14.11 No vacation time shall be lost as a result of accident or illness of an employee, or, in special circumstances, an employee's spouse.

14.12 Vacation days that qualify for bereavement under Article 18.01 shall be credited to the employee's vacation entitlement.

14.13 i) **STAFF DIVISION**

When an employee has been off, in excess of ninety days (90) consecutive calendar days, due to sickness, occupational illness or occupational injury and accumulates more than three (3) shifts of unused vacation in any vacation year, the employee will be paid for all unused vacation shifts, in excess of three (3) on the 1st pay in December of the current year.

ii) **FIREFIGHTING DIVISION – 24 HOUR SHIFT**

When a Fire Fighter assigned to the twenty-four (24) hour shift has been off, in excess of ninety days (90) consecutive calendar days, due to sickness, occupational illness or occupational injury and accumulates more than six (6) vacation credits of unused vacation in any vacation year, the Fire Fighter will be paid for all unused credits, in excess of six (6) on the 1st pay in December of the current year.

14.14 Vacation selection across all divisions shall be in order of seniority. For Officers it shall be in order of department rank seniority.

ARTICLE XV - STATUTORY AND DECLARED HOLIDAYS

15.01 (i) In lieu of Statutory and Declared Holidays, all Fire Fighters and Communications Operators shall be required to take all such days of entitlement off without loss of pay.

All other employees shall work their normal schedule excluding Statutory Holidays without loss of pay.

Requests for lieu days will be granted and scheduled in such a manner so as not to affect the efficient operation of Brampton Fire and Emergency Services. Up to two (2) lieu days may be carried over to the following year but not beyond March 31st of that year.

(ii) **FIREFIGHTING DIVISION – 24 HOUR SHIFT**

Lieu days shall be transferred into a twenty-four (24) hour credit system whereby two (2) lieu days would be required to book one (1) twenty-four (24) hour shift off of duty.

Up to two (2) lieu days equaling one (1) twenty-four (24) hour shift may be carried over to the following year but not beyond March 31st of that year.

(iii) The Day Shift Communications Operators shall normally take all statutory and declared holidays off (as defined under 15.02) without loss of pay, in which he/she shall not receive days in lieu of worked holidays.

15.02 Statutory Holidays shall be defined as:

New Year's Day	Civic Holiday	1/2 day before Christmas Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Thanksgiving Day	Boxing Day
Victoria Day	Remembrance Day	1/2 day before New Year's Day
Canada Day	Family Day	

ARTICLE XV - STATUTORY AND DECLARED HOLIDAYS (Cont'd)

And all holidays proclaimed by the City of Brampton.

15.03 When an employee has been off, in excess of ninety (90) consecutive calendar days, due to sickness, occupational illness or occupational injury and accumulates more than two (2) unused lieu days in any given year, the employee will be paid for all unused lieu days in excess of two (2) on the 1st pay in December of the current year.

ARTICLE XVI - HOSPITAL, MEDICAL AND INSURANCE COVERAGE

16.01 The Corporation agrees to provide the benefits and pay one hundred percent (100%) of the premiums of the following coverage, consistent with the Rules and Regulations of the various plans:

a) Ontario Health Insurance Plan

b) The current major medical plan (including Global Medical Assistance)

c) Effective January 1, 2015 and subsequently life insurance in the amount of two (2) times the employee's current salary to the next highest one thousand dollars ($1,000.00), and a total of four (4) times the employee's current salary to the next highest one thousand dollars ($1,000) with no cap for accidental death.

In the event that an employee dies from a Workplace Safety and Insurance recognized illness or injury and if the Accidental Death & Dismemberment Benefit; 16.01 (c) above, is not applicable, the employee's estate will be paid an additional benefit equal to four (4) times the employee's annual salary.

d) A dental plan equivalent to the Blue Cross #9 Comprehensive Dental Plan, including space maintainers, Pit and Fissure Sealant and Rider #2 (50/50 co-insurance), and Rider #3 (50/50 co-insurance), ($3,500.00 maximum, effective January 1, 2007), and Major Restorative (50/50 co-insurance with $2,500 per person annual limit). The O.D.A. Fee Schedule shall be automatically updated by the Corporation every year on January 1st to provide the current O.D.A. Fee Schedule.

e) A Vision Care Plan Equivalent to the Blue Cross Vision Plan, allocating **$550*** every 24 months will be effective as of January 1, **2019**.

Effective January 1, **2019**

Employees will be reimbursed 100% towards the cost of laser eye surgery to a maximum of up to **$550** (a one-time combined total of **$1100.00**) upon submission of original receipts. Please note further vision care claims will not be allowable for 48 months following the date of laser eye surgery.

* Can also be used towards laser eye surgery and eye examinations

f) Prescription Drug Plan - .35 cents per Prescription Plan.

g) Generic drug substitution unless no generic drugs are available or the physician directs that a generic substitute is not allowed by writing "no substitution" on the prescription.

h) Hearing Test - $55 for hearing test for employees every 3 years.

16.02 a) In the event of the retirement or death of an employee, all benefits under Articles 20.02 and 24.02 shall be paid up to and including the last month of service on a pro-rated basis.

b) In the event of a death of an employee while off duty, the Corporation shall provide benefit coverage for the deceased employee's spouse and dependants as provided in Article 16.01, excluding 16.01(c), for six (6) months following the date of death.

c) At the conclusion of the period referred to above in clause 16.02 (b), the deceased employee's spouse may continue to pay for the benefits specified through the Corporation up to their sixtieth (60th) birthday.

The spouse may cancel any one of the benefits, as time passes, but once cancelled, the benefit cannot be re-instated.

The spouse will be required to provide premium payments in advance on a quarterly basis. Failure to pay the premiums on time will result in permanent cancellation of the plan coverage.

These plan participants will be transferred to the separate Corporate Group which has been set up for Early Retirees.

Four post-dated cheques may be provided to the Corporation's Human Resources office at the beginning of each calendar year to cover such quarterly payments.

d) In the event of the accidental death of an employee while in the course of his duties for the Corporation, the Corporation shall provide benefit coverage for the deceased employee's spouse and dependants as provided in Article 16.03 for early retirees until the employee's normal age of retirement, or such time as the survivor remarries.

16.03 For employees retiring after January 1, 1987, the Corporation agrees to provide and pay one hundred percent (100%) of the cost of premiums of the following coverage, consistent with the rules and regulations of the following plans for those employees retiring at the mandatory retirement age or under the 85 or 90 factor of OMERS or after 30 years of service under OMERS Supplementary Type III until such employee becomes sixty five (65) years of age or has been in receipt of benefits under this provision for a period of fifteen (15) years, whichever first occurs:

i) Ontario Health Insurance Plan
ii) The current Major Medical Plan (including Global Medical Assistance)
iii) The Dental Plan described in clause 16.01(d) above.
iv) Prescription Drug Plan - .35 per Prescription Drug Plan
v) Vision Care Plan - Equivalent to the Blue Cross Vision Plan - as described in 16.01 e) *.

* Can also be used towards laser eye surgery and eye examinations.

The above provision (16.03 v) applies beginning January 1, 2013 for only those retirees who on or after the date of ratification, are:

i) Under age 65 and
ii) Still enrolled in the retiree benefits program as provided under Article 16.03.

16.04 Health Care Spending Account

(a) Employees retiring on or after January 1, 2018 are eligible for reimbursement of eligible medical and dental expenses from a Post Retiree Health Care Spending Account (HCSA) up to a maximum of three thousand dollars ($3,000) per year for a period of ten (10) years, commencing on the day the employee reaches 65. No survivor benefit is payable. Retired employees who have exhausted the existing health benefit plan and/or have reached age 65 prior to January 1, 2018 are not eligible to participate in the HCSA.

(b) In order to be eligible to participate in the HCSA, an eligible employee must meet the following eligibility criteria:

(i) The employee must be eligible to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS;

(ii) The employee must be in receipt of an immediate monthly unreduced pension from OMERS and;

(iii) The employee must have had at least ten (10) years of continuous employment as a full-time member of the Brampton Fire and Emergency Services immediately prior to their time of retirement.

(c) The HCSA is subject to the following additional terms and conditions:

(i) Reimbursement will only be provided for eligible medical or dental expenses that meet Canada Revenue Agency criteria for private health services plans. This currently includes premiums paid to a private extended health plan and out of country coverage subject to the Canada Revenue Agency criteria.

(ii) The HSCA has no redeemable cash value.

(iii) In the event that a member does not exhaust his or her maximum entitlement for the year, any unused HCSA balance expires and cannot be carried over into the subsequent year.

(iv) A grace period of up to 90 days after the end of the calendar year is permitted for claims submission.

16.05 a) Effective January 1, 2018, the Corporation will make available to all employees of Brampton Fire and Emergency Services, at no cost to the employee, vaccination against Hepatitis "A" and Hepatitis "B" and Shingles (for age 50 years and older). Shingles vaccines are covered for Employees only.

b) Effective January 1, 2008, the Corporation will make available to all employees of Brampton Fire and Emergency Services, on a one-time basis, within their first year of employment and at no cost of the employee, baseline testing as identified in Schedule A.

c) It is agreed and understood that the test results pursuant to Article 16.04 b) will be kept confidential as may be required by the Corporation for the purpose of claims adjudication.

d) The Corporation will make available to all employees of the Brampton Fire and Emergency Services and their children, at no cost to the employee, vaccination against Human Papillomavirus Vaccine and the Meningococcal Vaccine until December 31, 2010.

e) SCHEDULE A – COVERAGE FOR BASELINE TESTING

The following tests will be arranged for by the Corporation, for the purposes of Article 16:

Bili, AST, ALT, Bili (liver Function)
Urea
Creatinine
Calcium
Na, K, Cl, CO2 (Electrolytes)
CBC
Lipid (Chol, Trig, HDL, LDL)
T Protein/Albumin
RBC porphyrins
Blood or urine lead
Blood or urine mercury
Blood arsenic
Blood zinc
Anti HCV (Hep C)
Hep B (Anti HBS)
Anti HAV IgG (Hep A)
HIV

16.06 The Employer has the right to change its insurance carrier for the benefit plans at any time so long as the benefits at changeover are equivalent to the current plan being replaced, and the Association has been notified in writing prior to such change taking place. In addition, any changes contemplated to the current coverage must be identified to the Association prior to such change taking place.

ARTICLE XVII – PENSIONS

17.01 The Corporation shall provide, in accordance with OMERS Regulations, Basic OMERS plus the Type 3 Supplementary benefits for each employee. These benefits include:

i) an unreduced early retirement pension for members who retire within ten (10) years of normal retirement age and have completed thirty (30) or more credited years of service.

ii) an unreduced early retirement pension for members who retire within ten (10) years of normal retirement age because of permanent partial disability as determined by the Corporation.

17.02 Average salary will include salaries, service recognition rate and pay for acting rank.

17.03 Employees shall retire on the last day of the month in which the employee attains his/her sixtieth (60th) birthday.

ARTICLE XVIII - BEREAVEMENT LEAVE

18.01 a) **STAFF DIVISION**

When a death occurs in the employee's immediate family, such employee shall be granted the balance of his shift off, with pay, if notified of such death while on duty and up to five (5) additional **consecutive** business days off duty without loss of pay.

FIREFIGHTING DIVISION – 24 HOUR SHIFT

When a death occurs in the Fire Fighter's immediate family, such Fire Fighter shall be granted up to two (2) consecutive twenty-four (24) hour shifts off without loss of pay. If the Fire Fighter is notified of the death while on duty he shall also be granted the balance of this shift off without loss of pay.

For the purpose of this Article, the immediate family shall consist of:

Spouse, Common-Law Spouse, Same-Sex Partner, Parents, Children / Step Children, Sisters, Brothers, Grandparents and Grandchildren.

b) **STAFF DIVISION**

In the event of death of an employee's: Parent-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, and Daughter-in-Law, Step Brothers, Step Sisters, Spouse's Grandparents or persons standing in Loco Parentis, **or niece and nephew,** an employee shall be granted the balance of his shift off, without loss of pay, if notified of such death while on duty and up to three (3) **consecutive** additional business days off duty.

FIREFIGHTING DIVISION – 24 HOUR SHIFT

In the event of death of an employee's: Parent-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, and Daughter-in-Law, Step Brothers, Step Sisters, Spouse's Grandparents or persons standing in Loco Parentis, **an Aunt or Uncle or Niece or Nephew,** a Fire Fighter who suffers Bereavement for any family member identified above will be entitled to up to one (1) twenty-four (24) hour shift off without loss of pay. If the Fire Fighter is notified of the death while on duty he shall be granted the balance of this shift off, without loss of pay. **A Fire Fighter requiring bereavement leave on a Friday will be granted the following Sunday off as part of bereavement leave.**

c) **STAFF DIVISION**

An employee will be allowed one day off duty, without loss of pay, for the purpose of attending on the day of the funeral of his: Aunt or Uncle.

d) Notwithstanding the above, should the day of internment/burial fall outside these time limits, the employee shall be allowed to defer one (1) of the entitled bereavement days for the

ARTICLE XVIII - BEREAVEMENT LEAVE (Cont'd)

purpose of attending the interment/burial where it occurs on a regularly scheduled working day.

For the purposes of clarity, the "balance of the shift without loss of pay" as referred to in 18.01 (a) and (b) refers to the remaining hours of work in the eight (8), ten (10), twelve (12), fourteen (14) or twenty-four (24) hour shift that they are working at the time of the notification of the death.

ARTICLE XIX - LEAVE OF ABSENCE

UNION LEAVE

19.01 a) Executive members of the Brampton Professional Fire Fighters Association or affiliated body shall be granted such leave of absence as may be necessary to perform the duties of office with pay. Leave will be contingent on replacement of equal rank and function at the expense of the Association. In the event that it is not possible to replace both rank and function, the Fire Chief or designate will determine whether a proposed replacement is acceptable. In such circumstances, no additional pay in the form of differentials or otherwise shall be provided by the Corporation.

Effective January 1, **2019**, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, **$25,000.00** in January of each year for the purpose of supplementing the cost of firefighters who substitute up to five (5) Executive Members to attend the OPFFA and IAFF annual conventions and OPFFA education seminars.

Effective January 1, 2021, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, $30,000.00 in January of each year for the purpose of supplementing the cost of firefighters who substitute up to five (5) Executive Members to attend the OPFFA and IAFF annual conventions and OPFFA education seminars.

Effective January 1, 2022, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, $35,000.00 in January of each year for the purpose of supplementing the cost of firefighters who substitute up to five (5) Executive Members to attend the OPFFA and IAFF annual conventions and OPFFA education seminars.

b) Effective January 1, **2019**, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, **one hundred twenty (120)** hours annually of paid Union Leave to be used any time during the term of the Collective Agreement by members for the purposes of participating in Association business. No overtime shall be incurred at the Corporation's expense as a result of the use of these hours. The Fire Chief shall make the final decision as to whether an employee can be reasonably spared from his or her duties for this purpose. Such permission shall not be unreasonably withheld. In the event permission is withheld, the Fire Chief will provide in writing the rationale as to why the request was denied.

Effective January 1, 2023, the Brampton and Fire Emergency Services shall provide to the BPFFA, Local 1068, ninety-six (96) hours annually of paid Union Leave to be used any time during the term of the Collective Agreement by members for the purposes of participating in Association business. No overtime shall be incurred at the Corporation's expense as a result of the use of these hours. The Fire Chief shall make the final decision as to whether an employee can be reasonably spared from his or her duties for this purpose. Such permission shall not be unreasonably withheld. In the event permission is withheld, the Fire Chief will provide in writing the rationale as to why the request was denied.

c) Employees who are requested to be on a Joint Labour Management Committee (as determined by mutual agreement between the Fire Chief or Designate and the Association) shall be compensated at the rate of time and one-half (1 ½) for attendance at such meetings where they occur before or after his / her regular working hours.

ARTICLE XIX - LEAVE OF ABSENCE (Cont'd)

19.02 a) Leave of absence without loss of pay shall be granted to all members of the bargaining and grievance committees required for the administration and negotiation of the Collective Agreement.

b) i) The Association shall appoint a Negotiation Committee of five (5) Members

ii) Should the Negotiation Committee membership assigned to a single platoon number more than two (2), those members shall be replaced by the Association. The Corporation shall credit the Association with the corresponding amount of time to be used for Association business excluding the provisions of Article 12.02 unless both parties agree that there are exceptional or extenuating circumstances.

c) The Association shall appoint a Grievance Committee of three (3) members.

19.03 **PERSONAL LEAVE OF ABSENCE**

a) Leave of absence without pay will be considered at the discretion of the Fire Chief.

b) The Corporation may grant each employee up to three (3) days of leave per year, with the approval of the Fire Chief or designate, without loss of pay, when the employee cannot report to work due to reasons related to emergency/dependent care. Such leave shall not be unreasonably denied.

Emergency/dependent leave days shall be withdrawn from the employee's sick day bank and shall not be included in the employee's attendance record.

PREGNANCY AND PARENTAL LEAVE

19.04 The parties have agreed that Pregnancy Leave and Parental Leave shall be administered in accordance with the Employment Standards Act and the following provisions:

1. **NOTICE**
A female FIRE FIGHTER who is pregnant shall provide the Fire Chief medical verification of said condition as soon as reasonably practicable and no later than sixteen (16) weeks gestation. Upon receipt of medical verification of pregnancy, the Fire Chief shall arrange, at his earliest convenience, for the transfer of such Fire Fighter to another Division within the Brampton Fire and Emergency Services. This employee shall perform such duties as may be assigned and shall be paid her regular rate of pay while at work and performing such duties.

2. **PREGNANCY/PARENTAL LEAVE SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)**
Effective the date of approval by the Employment Insurance Commission, an employee who is on pregnancy leave or parental leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be the equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements.

All payments shall commence following receipt by Payroll of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments shall commence following the two week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. Pregnancy and parental leave procedures shall be administered in accordance to Corporate Policy, as amended from time to time.

3. **APPLICATION FOR JOB POSTINGS**
Employees on an approved Maternity and Parental leave of absence are eligible to apply for job postings.

ARTICLE XIX - LEAVE OF ABSENCE (Cont'd)

4. **TERMINATION OF EMPLOYMENT**
An employee will be terminated from the Corporation's employ if he/she does not return to work or make suitable arrangements for additional time off on or before the date specified in the Corporation's records.

19.05 **Military Reservist Leave**

Military Leave

(a) A leave of absence shall be granted to employees who are mandatorily deployed or who volunteer for deployment to serve in the Canadian Armed Forces during hostilities, peacekeeping missions, or associated training. During such leaves seniority will accumulate.

(b) While on the above leave, the employee may purchase medical, dental and vision coverage for their spouse and dependants so long as the spouse and dependants remain in Canada and continue to be covered under the OHIP plan. All life insurance, optional life insurance and AD&D will cease during the period of the leave.

ARTICLE XX - EQUIPMENT AND UNIFORMS

Effective January 1, 2020:

20.01 Upon commencement of employment, each new employee shall be supplied with the following clothing allotment:

Recruit Entitlement – Year One: Suppression - S, Fire Prevention - FP, Maintenance - M, Training - T, Communications - C, Fire/Life - FL

	Division	S	FP	M	T	C	FL
Dress Uniform:	Hat	1	1	1	1	1	1
	Tie	1	1	1	1	1	1
	Shirts (White)	1	**1**	1	1	1	**1**
	Tunic	1	1	1	1	1	1
	Pants	1	**1**	1	1	1	**1**
	Dress Shoes	1	1	1	1	1	1
	Dress Topcoat	1	1	1	1	1	1
	Dress Belt	1	1	1	1	1	1
	Name Tag	1	1	1	1	1	1
	Pair of BFES Collar Dogs	1	1	1	1	1	1
	Hat Badge	1	1	1	1	1	1
Fatigues:	Nomex Shirts	**4**	N/A	N/A	**4**	N/A	**N/A**
	Nomex Pants	**4**	N/A	N/A	**4**	N/A	**N/A**
	Non-Nomex Shirts	N/A	**3**	**4**	N/A	5	**3**
	Non-Nomex Pants	N/A	**3**	**4**	N/A	5	**3**
Miscellaneous:	Bomber Jacket	1	1	1	1	1	1
	Military Sweater	1	1	1	1	1	1
	Std. T-shirts Blue	**4**	**3**	**4**	**4**	**5**	**3**
	Std. T-shirts White	N/A	**1**	N/A	N/A	N/A	**1**
	Safety Boots	1	1	1	1	N/A	1
	Casual Shoes	N/A	N/A	N/A	N/A	1	N/A
	Equipment Bag	1	1	N/A	1	N/A	**N/A**
	Baseball Caps Fit Full Back with Canadian Flag	**1**	**1**	**1**	**1**	**1**	**1**
	Winter Toque – Long Style	**1**	**1**	**N/A**	**1**	**N/A**	**N/A**

Recruits will receive entitlement within 120 days of employment.

ARTICLE XX - EQUIPMENT AND UNIFORMS (Cont'd)

In subsequent years all employees will be allotted clothing points, which shall be used by the employees to purchase clothing in addition to their initial issue.

Fire Prevention Officers who are qualified fire investigators will receive an initial allotment of two pairs of non-Nomex pants and two non-Nomex shirts.

EVT's in the Apparatus and Maintenance division will be issued safety shoes or safety boots on an as required basis.

For the purpose of assigning a base value for the points, one dollar ($1.00) shall be used.

Employee Entitlement – Year Two:	**300** points
Employee Entitlement – Year Three:	**400** points
Employee Entitlement – Year Four:	**600** points / **625** points (Suppression and Training)

20.02 All employees required to wear dress uniforms on a daily basis, namely District Chiefs, the Communications Coordinator, Communications Technician, Fire Prevention, Fire/Life Safety Divisions, shall be allotted an annual cleaning allowance of $250.00. All other employees shall be allotted an annual cleaning allowance of $125.00.

20.03 Fire Fighting clothing, shoes and other gear designed and constructed to meet the standards of the appropriate Provincial Legislation shall be provided and replaced as deemed necessary by the Fire Chief or designate.

20.04 Any employee that retires, resigns or is terminated from employment, during any given year shall have his clothing points allotment pro-rated to reflect the number of months he was employed, getting 1/12th of his allotment for each month, or part thereof, employed.

20.05 Employees absent for periods in excess of one year shall be entitled only for the allotment for the year in which they commenced the leave. Upon their return to work, employees shall be entitled to the annual clothing allotment for the year in which they return.

20.06 Communication Operators and Communication Officers are required to order and wear dark blue dress fatigues (non-nomex) while on duty.

20.07

a) When new items are added to the "menu", the rounded-off cost of the unit (to the nearest dollar) will be the point factor assigned.

b) Additional orders for clothing shall be made where clothing has been damaged while carrying out duties. Such clothing will be repaired or replaced in a timely manner. **Uniform issue that has been damaged in the course of an employee's duties will be replaced and no request will be unreasonably denied, provided the clothing was in reasonable condition prior to the damage occurring.**

c) Points remaining shall not be carried over to the next year.

d) Where female employees select skirts in lieu of slacks, they shall be regulation length, as determined by the Fire Chief.

e) Sweat gear shall only be worn for working out. Sweatshirts shall not be worn over nomex station wear, or in place of nomex station wear

f) Date of issue of current uniform allotment shall be no later than November 1st of each and every year. The order forms must be supplied to the membership no later than September 1st and completed order forms must be submitted by October 31st of previous year.

District Chief:	Full menu to **625** points per year
Fire Prevention:	Full menu to **600** points per year

ARTICLE XX - EQUIPMENT AND UNIFORMS (Cont'd)

Fire/Life Safety:	Full menu to **600** points per year
Communications:	Full menu to **600** points per year
Maintenance:	Full menu to **600** points per year Safety Boots as needed
Training:	Full menu to **625** points per year
Suppression:	Full menu to **625** points per year

Dress Uniform *(Winter / Summer)*	**Points**	**Max. Allotment**
▪ Dress Hat	**80**	
▪ Dress Tie	**9**	
▪ Dress Shirt – Short Sleeve White	**34**	
▪ Dress Shirt – Long Sleeve White	**36**	
▪ Dress Tunic	**234**	
▪ Dress Pants	**71**	
▪ Dress Skirt	**71**	
▪ Dress Shoes	**73**	**2**
▪ Dress Topcoat	**300**	
▪ Dress Belt / buckle, Stokes	**23**	

Fatigues / Nomex *(as per specs.)*	**Points**	**Max. Allotment**
▪ Shirt – Short Sleeve with Name	**110**	
▪ Shirt – Long Sleeve with Name	**127**	
▪ Pants with Shirt Grip	**159**	

Fatigues / non-Nomex	**Points**	**Max. Allotment**
▪ Shirt – Short Sleeve with Name	**61**	
▪ Shirt - Long Sleeve with Name	**74**	
▪ Pants **with Shirt Grip**	**60**	

Miscellaneous (as per specs.)	**Points**	**Max. Allotment**
▪ Baseball Caps Fit Full Back with Canadian Flag	**12**	**5**
▪ **Rain Jacket-Reversible-Bomber style**	**142**	**2**
▪ Bomber Jacket	**169**	**2**
▪ Military Sweater Crew or 'V' Neck with Shoulder Flashes	64	
▪ **Cotton Navy T-shirt – "511" Long Sleeve Crew Neck with Logo on front**	**25**	**15**
▪ **Cotton Navy T-shirt – "511" Short Sleeve Crew Neck with Logo on front**	**18**	**15**
▪ **Cotton White T-shirt – Short Sleeve – No Imprinting**	**3**	**10**
▪ **Station Boots "Haix" complete with laced up zipper**	**335**	
▪ **Safety Shoes – Mens**	**122**	**2**
▪ **Safety Shoes – Ladies**	**125**	**2**
▪ Equipment Bag with Name and Logo	**151**	
▪ Work Socks **"Haix"**	**14**	**15**
▪ **Boot Polish "Haix"**	**14**	**4**
▪ Leather Station Belts – Silver **or Gold** Buckle	**24**	
▪ Microfiber Shorts with Logo	**21**	
▪ Winter Lined Leather Gloves	**33**	
▪ Winter Toque – Short or Long Style with "Brampton Fire" embroidered on front	**5**	**4**
▪ Casual Work Shoe	**100**	**2**
▪ **Cardigan – Front Zipper w/embroidery "Brampton Fire"**	**64**	

ARTICLE XX - EQUIPMENT AND UNIFORMS (Cont'd)

Miscellaneous (as per specs.)	**Points**	**Max. Allotment**
▪ **Tactical Job Shirt**	**77**	**4**
▪ **Eyewear Safety Glasses – extra 2 sets of lenses & case**	**69**	**2**

g) Point values shall reflect the actual cost of each clothing item with the value of one (1) point being equal to one (1) dollar. The clothing costs, reflected in points, shall be updated in 2019, based on the real costs paid during the current year. This change shall take effect the following year and will be reflected on the selection sheets distributed for that year.

h) Employees that are promoted to the rank of District Chief, Assistant Division Chief of Fire Prevention, Training Coordinator, Communications Coordinator, Assistant Division Chief of Apparatus and Maintenance, Fire/Life Safety Education Coordinator, will be entitled to receive an additional 350 clothing points, in addition to their annual clothing allotment, that can be used on the next clothing order in the year which they are promoted.

ARTICLE XXI – PROMOTIONS – SUPPRESSION DIVISION

21.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

21.02 a) Employees hired into the Fire Fighting Division shall commence employment at Lowest Class of their classification and advance one classification, up to and including First Class, after twelve (12) months on his anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

c) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

d) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%).

e) The classification examinations in the Division of Fire Fighting, as referred to in Article 21.02 a), shall consist of three elements. They are a written exam, a practical test and a medical practical test. Successful completion of classification examinations shall mean attainment of at least sixty percent (60%) on each of the three elements with an overall average of seventy percent (70%).

In the case of a Fire Fighter failing to successfully complete any element, he shall be re-examined, in accordance with Article 21.02 b) and c), only in those elements in which he failed to attain the required result.

f) The parties agree that it is the responsibility of the Fire Fighter assigned to a twenty-four (24) hour shift to ensure that he has adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these classification examinations. Any request for re-examination on this basis will be denied.

21.03 a) In order to qualify to write the promotional exams for District Chief in the Fire Fighting Division, a candidate must:

1) have served a minimum of five (5) years as a Captain of Fire Fighting;

2) have served at least two (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) successfully completed examinations and tests set for the purpose of establishing promotion;
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) In order to qualify to write promotional exams for Captain of Fire Fighting in the Fire Fighting Division, a candidate must:

1) have served a minimum of five (5) years as a 1st Class Firefighter;
2) have served at least two (2) of the five (5) years referred to in (b) (1) in the division immediately prior to the examinations;
3) successfully completed examinations and tests set for the purpose of establishing promotion;
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

c) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 21.03(L) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 21.03 (L).

d) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 21.03(L) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 21.03 (m).

e) Appointments to permanent **District Chief or Captain** rank within the Fire Fighting Division shall be made from an eligibility list established in accordance with marks under clause 21.03 (c)(d) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted in all stations.

f) Appointments to District Chief of Fire Fighting shall be made from an eligibility list established in accordance with marks under clause 21.03 (c)(d) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, rank seniority shall be used to determine the ranking with the member with the most rank seniority being promoted. This eligibility list shall be posted in all stations.

g) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their current platoon. These members will not be eligible for their marks as described in 21.03 (d) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

h) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Officer in the Fire Fighting Division, and there are no qualified candidates available, as set out in Article 21.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 21.03.

i) An Officer within the Fire Fighting Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Officer rank within the Fire Fighting Division should a subsequent need arise.

j) The promotional examinations referred to in 21.03:

1) shall consist of two elements, those being written and practical.

ARTICLE XXI – PROMOTIONS – SUPPRESSION DIVISION (Cont'd)

2) be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board as a whole but no individual element shall be weighted in such a way that it constitutes more than sixty percent (60%) of the base mark.
3) shall have the marks in each element totaled to achieve a base mark.

k) An average mark target of eighty-five percent (85%) has been established. All the base marks achieved by the candidates, in any given promotional process, shall be averaged and the number eighty-five (85) shall be divided by the average to set the averaging factor. All base marks shall then be multiplied by the average factor to determine the final marks. All marks (base, final, adjusted and the average factor) shall be rounded off to three (3) decimal points.

l) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

m) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 21.03(L) to receive any additional bonus marks under 21.03(c) and (d), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 21.03(L) he/she will receive additional bonus marks under 21.03(c) and (d) to a maximum of **thirteen (13)** total bonus marks. All Acting Captain candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 1999.

n) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current promotional examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 21.03 (c)(d).

o) All vacancies within the **District Chief or Captain** ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 21.03 (a) **and (b)**.

21.04 a) For the purpose of this clause, successful completion of promotional examinations within any Division shall mean attainment of a final mark of seventy percent (70%), before the awarding of any bonus marks under 21.03 (c)(d)(m).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 21.04 (d) may convene a larger committee, should they deem it necessary, to develop the examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written, and practical phases shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Board, will also be provided to each of these employees and will be posted in the respective divisions.

ARTICLE XXI – PROMOTIONS – SUPPRESSION DIVISION (Cont'd)

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review with a member of the Promotional Board if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 21.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) All Captains, Acting Captains, District Chiefs and Acting District Chiefs, will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the Promotional Board their intention to do so in writing and which shall be received by the Promotional Board no later than ninety (90) days prior to the date set for the exam by the Committee.

21.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

21.06 Each employee who is required to act in the capacity of a higher rank, shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

21.07 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

ARTICLE XXII – PROMOTIONS – FIRE PREVENTION DIVISION

22.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

22.02 a) Fire Prevention Officers shall commence employment as an entry level Fire Prevention Officer and advance one classification, up to and including First Class, after twelve (12) months on their anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

c) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

d) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%).

ARTICLE XXII – PROMOTIONS – FIRE PREVENTION DIVISION (Cont'd)

e) The classification examinations in the Division of Fire Prevention, as referred to in Article 22.02 a), shall consist of two elements. They are a written exam and a practical test. Successful completion of classification examinations shall mean attainment of at least sixty percent (60%) on each of the two elements with an overall average of seventy percent (70%). In the case of an employee in Fire Prevention failing to successfully complete any element, he shall be re-examined, in accordance with Article 22.02 b) and c), only in those elements in which he failed to attain the required result.

f) The parties agree that it is the responsibility of an employee in the Division of Fire Prevention to ensure that they have adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these classification examinations. Any request for re-examination on this basis will be denied.

22.03 a) In order to qualify for promotion to Assistant Division Chief in the Fire Prevention Division, a candidate must:

1) Have served a minimum of five (5) years as a 1st Class Fire Prevention Officer;
2) Have served at least two (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) Have successfully completed examinations and tests set for the purpose of establishing promotion; and
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 22.02(e) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 22.02 (i).

c) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 22.03(i) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 22.03 (j).

d) Appointments to permanent Assistant Division Chief rank within the Fire Prevention Division shall be made from an eligibility list established in accordance with marks under clause 22.03 (b)(c) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, departmental seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted within the Division.

e) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their Division. These members will not be eligible for their marks as described in 22.03 (c) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

f) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Assistant Division Chief and there are no qualified candidates available, as set out in Article 22.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 22.03. The newly ranked eligibility list will take effect January 01 of the following year.

g) An Assistant Division Chief within the Fire Prevention Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Assistant Division Chief rank within the Fire Prevention Division should a subsequent need arise.

h) The promotional examinations referred to in 22.03:

ARTICLE XXII – PROMOTIONS – FIRE PREVENTION DIVISION (Cont'd)

1) Shall consist of one element, that being written.
2) Be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board.

i) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

j) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 22.02(i) to receive any additional bonus marks under 22.03(b) and (c), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 22.03(i) he/she will receive additional bonus marks under 22.03(b) and (c) to a maximum of **thirteen (13)** total bonus marks. All Acting Division Chief candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 2018.

k) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 22.03 (b)(c).

l) All vacancies within the Assistant Division Chief's ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 22.03 (a).

22.04 a) For the purpose of this clause, successful completion of promotional examinations within the Division of Fire Prevention shall mean attainment of a final mark of seventy percent (70%), before the awarding of any bonus marks under 22.03 (b)(c)(j).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 22.04 (d) may convene a larger committee, should they deem it necessary, to develop the tests and examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written exam shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Board, will also be provided to each of these employees and will be posted in the respective division.

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

ARTICLE XXII – PROMOTIONS – FIRE PREVENTION DIVISION (Cont'd)

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 22.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) All Assistant Division Chiefs and Acting Assistant Division Chiefs will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the Promotional Board their intention to do so in writing and which shall be received by the Promotional Board no later than ninety (90) days prior to the date set for the exam by the Committee.

22.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

22.06 Each employee who is eligible to act in the capacity of a higher rank as set out in 22.03 (e), shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

22.07 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

22.08 During the period in which the Assistant Division Chief is required to act in the capacity of a Division Chief, he will receive an "acting rate" of 125% of a first class fire fighter rate for each complete shift or part thereof which he works.

22.09 In the event the Assistant Division Chief is unable to act for the Division Chief, then an employee who is eligible to act in a higher rank as set out 22.03 (e) will act in the Division Chief capacity and will be paid at the rate of 125% of a first class Fire Fighter rate for each complete shift or part thereof greater than one (1) hour which he works.

22.10 The following shall apply to the Fire Prevention Division only.

1) The procedure for moving an Assistant Division Chief into the position of Acting Division Chief will be governed by the following:

   a) An Assistant Division Chief will move into the position of Acting Division Chief when any of the following occurs:

      i. When the Division Chief is scheduled on vacation, lieu days or time owing;
      ii. When the Division Chief is off-duty due to an illness or injury;
      iii. When the Division Chief is outside the boundaries of the Region of Peel for a full day;
      iv. When the Division Chief determines that they are unavailable to deal with an emergency situation while absent from the office, while within the Region of Peel.

2) Each Assistant Division Chief position will be back-filled when there are three (3) or more people to be supervised by that position. Assistant Division Chief positions will not be backfilled for periods of time less than one (1) hour of the shift being backfilled.

ARTICLE XXIII – PROMOTIONS – APPARATUS AND MAINTENANCE DIVISION

23.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

23.02 a) Emergency Vehicle Technicians and Emergency Facility Technicians shall commence employment at lowest Class of their classification and advance one classification, up to and including First Class, after twelve (12) months on his anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) The Supply and Equipment Officer shall commence employment as a Fourth Class Supply and Equipment Officer and advance one classification, up to and including First Class Supply and Equipment Officer, after twelve (12) months on their anniversary date of employment.

c) Effective January 1, 2022, The Supply and Equipment Officer shall commence employment as a Lowest Class Supply and Equipment Officer and advance one classification, up to and including First Class Supply and Equipment Officer, after twelve (12) months on their anniversary date of employment.

d) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

e) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

f) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%)

g) The classification examinations in the Division of Apparatus and Maintenance, as referred to in Article 23.02 a), shall consist of a written examination. Successful completion of the examination shall mean attainment of seventy percent (70%)

In the case of an employee in Apparatus and Maintenance failing to successfully complete any element, he shall be re-examined, in accordance with Article 23.02 d) and e).

h) The parties agree that that it is the responsibility of an employee in the Division of Apparatus and Maintenance to ensure that they have adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these classification examinations. Any request for re-examination on this basis will be denied.

23.03 a) In order to qualify for promotion to Assistant Division Chief in the Apparatus & Maintenance Division, a candidate must:

1) Have served a minimum of five (5) years as a 1st Class Emergency Vehicle Technician;
2) Have served at least two (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) Have successfully completed examinations and tests set for the purpose of establishing promotion; and
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 23.03 (i) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 23.03 (i).

ARTICLE XXIII – PROMOTIONS – APPARATUS AND MAINTENANCE DIVISION (Cont'd)

c) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 23.03 (i) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 23.03 (j).

d) Appointments to permanent Assistant Division Chief rank within the Apparatus and Maintenance Division shall be made from an eligibility list established in accordance with marks under clause 23.03 (b)(c) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted within the Division.

e) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their Division. These members will not be eligible for their marks as described in 23.03 (c) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

f) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Assistant Division Chief in the Division, and there are no qualified candidates available, as set out in Article 23.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 23.03. The newly ranked eligibility list will take effect January 01 of the following year.

g) An Assistant Division Chief within the Fire Apparatus and Maintenance Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Assistant Division Chief rank within the Fire Apparatus and Maintenance Division should a subsequent need arise.

h) The promotional examinations referred to in 23.03:

1) Shall consist of one element, that being written.
2) Be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board.

i) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

j) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 23.02 (i) to receive any additional bonus marks under 23.03 (b) and (c), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 23.02 (i) he/she will receive additional bonus marks under 23.03 (b) and (c) to a maximum of **thirteen (13)** total bonus marks. All Acting Assistant Division Chief candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 2018.

k) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 23.03 (c)(c).

l) All vacancies within the Assistant Division Chief ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 23.03 (a).

23.04 a) For the purpose of this clause, successful completion of promotional examinations within the Apparatus & Maintenance Division shall mean attainment of a final mark of seventy percent

(70%), before the awarding of any bonus marks under 23.03 (b)(c)(j).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 23.04 (d) may convene a larger committee, should they deem it necessary, to develop the examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written exam shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Board, will also be provided to each of these employees and will be posted in the respective divisions.

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 23.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) All Assistant Division Chiefs and Acting Assistant Division Chiefs will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the Promotional Board their intention to do so in writing and which shall be received by the Promotional Board no later than ninety (90) days prior to the date set for the exam by the Committee.

ARTICLE XXIII – PROMOTIONS – APPARATUS AND MAINTENANCE DIVISION (Cont'd)

23.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

23.06 Each employee who is required to act in the capacity of a higher rank, shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

23.07 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

23.08 During the period in which the Assistant Division Chief is required to act in the capacity of a Division Chief, he will receive an "acting rate" of 125% of a first class fire fighter rate for each complete shift or part thereof which he works.

23.09 In the event the Assistant Division Chief is unable to act for the Division Chief, then an employee acting in the Division Chief capacity will be paid at the rate of 125% of a first class Fire Fighter rate for each complete shift or part thereof greater than one (1) hour which he works.

23.10 The following shall apply to the Apparatus and Maintenance Division only.

1) The procedure for moving an Assistant Division Chief into the position of Acting Division Chief will be governed by the following:

   a) An Assistant Division Chief will move into the position of Acting Division Chief when any of the following occurs:

      i. When the Division Chief is scheduled on vacation, lieu days or time owing;
      ii. When the Division Chief is off-duty due to an illness or injury;
      iii. When the Division Chief is outside the boundaries of the Region of Peel for a full day;
      iv. When the Division Chief determines that they are unavailable to deal with an emergency situation while absent from the office, while within the Region of Peel.

2) Each Assistant Division Chief position will be back-filled when the backfill is to cover a minimum of half a shift during which there are three (3) or more people to be supervised by that position. Assistant Division Chief positions will not be backfilled for periods of time less than one (1) hour of the shift being backfilled.

ARTICLE XXIV – PROMOTIONS – FIRE LIFE SAFETY EDUCATION DIVISION

24.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

24.02 a) Fire/Life Safety Education Officers shall commence employment at lowest Class of their classification and advance one classification, up to and including First Class, after twelve (12) months on their anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

c) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

ARTICLE XXIV – PROMOTIONS – FIRE LIFE SAFETY EDUCATION DIVISION (Cont'd)

d) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%)

e) The classification examinations in the Division of Fire/Life Safety Education, as referred to in Article 24.02 a), shall consist of a written examination. Successful completion of the classification examination shall mean attainment of seventy percent (70%)

In the case of an employee in Fire/Life Safety Education failing to successfully complete any element, he shall be re-examined, in accordance with Article 24.02 b) and c), only in those elements in which he failed to attain the required result.

The parties agree that that it is the responsibility of an employee in the Fire/Life Safety Education Division to ensure that they have adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these classification examinations. Any request for re-examination on this basis will be denied.

24.03 a) In order to qualify for promotion to Coordinator in the Fire Life Safety Education Division, a candidate must:

1) have served a minimum of five (5) years as a 1st Class Fire Life Safety Officer;
2) have served at least two (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) have successfully completed examinations set for the purpose of establishing promotion; and;
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 24.02 (i) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 24.02 (i).

c) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 24.02 (i) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 24.03 (j).

d) Appointments to permanent Coordinator rank within the Fire/Life Safety Education Division shall be made from an eligibility list established in accordance with marks under clause 24.03 (b)(c) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted within the Division.

e) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their Division. These members will not be eligible for their marks as described in 24.03 (c) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

f) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for a Coordinator in the Division, and there are no qualified candidates available, as set out in Article 24.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 24.03. The newly ranked eligibility list will take effect January 01 of the following year.

ARTICLE XXIV – PROMOTIONS – FIRE LIFE SAFETY EDUCATION DIVISION (Cont'd)

g) A Coordinator within the Fire/Life Safety Education Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Officer rank within the Fire/Life Safety Education Division should a subsequent need arise.

h) The promotional examinations referred to in 24.03:

1) Shall consist of an examination.
2) Be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board.

i) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

j) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 24.02 (i) to receive any additional bonus marks under 24.03 (b) and (c), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 24.02 (i) he/she will receive additional bonus marks under 24.03 (b) and (c) to a maximum of **thirteen (13)** total bonus marks. All Acting Coordinator candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 2018.

k) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 24.03 (b)(c).

l) All vacancies within the Coordinator ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 24.03 (a).

24.04 a) For the purpose of this clause, successful completion of promotional examinations within any Division shall mean attainment of a final mark of seventy percent (70%), before the awarding of any bonus marks under 24.03 (b)(c)(j).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 24.04 (d) may convene a larger committee, should they deem it necessary, to develop the tests and examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written phase shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Board, will also be provided to each of these employees and will be posted in the respective divisions.

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 24.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) Coordinators and Acting Coordinators, will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the Promotional Board their intention to do so in writing and which shall be received by the Promotional Board no later than ninety (90) days prior to the date set for the exam by the Committee.

24.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

24.06 An employee who is eligible to act in the capacity of a higher rank as set out in 24.03 (e), shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

24.07 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

24.08 During the period in which the Assistant Division Chief is required to act in the capacity of a Division Chief, or the Acting Assistant Division Chief is required to act in the capacity of an Assistant Division Chief, or the Acting Coordinator is required to act in the capacity of a Coordinator, he will receive an "acting rate" of 125% of a first class fire fighter rate for each complete shift or part thereof which he works.

24.09 The following shall apply to the Fire/Life Safety and Education Division only:

1) The procedure for moving the Acting Fire/Life Safety Education Coordinator into the position of Fire/Life Safety Education Coordinator will be governed by the following:

a) An Acting Fire/Life Safety Education Coordinator will move into the position of Fire/Life Safety Education Coordinator or Assistant Division Chief when any of the following occurs:

i. When the Coordinator is scheduled on vacation, lieu days or time owing;
ii. When the Coordinator is off-duty due to an illness or injury;

ARTICLE XXIV – PROMOTIONS – FIRE LIFE SAFETY EDUCATION DIVISION (Cont'd)

iii. When the Coordinator is outside the boundaries of the Region of Peel for a full day;

iv. When the Coordinator determines that they are unavailable to deal with an emergency situation while absent from the office, while within the Region of Peel.

2) Each Fire/Life Safety Education Coordinator position will be back-filled any time when there are three (3) or more Fire/Life Safety Education Officers to be supervised by that position. Coordinator positions will not be backfilled for periods of time less than one (1) hour of the shift being backfilled.

ARTICLE XXV – PROMOTIONS – TRAINING DIVISION

25.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

25.02 a) Training Officers shall commence employment at lowest Class of their classification and advance one classification, up to and including Captain of Training, after twelve (12) months on their anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

b) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

c) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

d) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%)

e) The classification examinations in the Division of Training, as referred to in Article 25.02 a), shall consist of written examination. Successful completion of the classification examination shall mean attainment of seventy percent (70%)

In the case of an employee failing to successfully complete the classification examination, he shall be re-examined, in accordance with Article 25.02 b) and c).

The parties agree that that it is the responsibility of an employee in the Training Division to ensure that they have adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these classification examinations. Any request for re-examination on this basis will be denied.

25.03 a) In order to qualify for promotion to Coordinator in the Training Division, a candidate must:

1) have served a minimum of five (5) years as a Captain of Training;
2) have served at least two (2) of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) have successfully completed examinations and tests set for the purpose of establishing promotion; and
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in

25.02 (i) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 25.02 (i).

c) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 25.02 (i) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 25.03 (j).

d) Appointments to permanent Coordinator rank within the Training Division shall be made from an eligibility list established in accordance with marks under clause 25.03 (b) (c) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted within the Division.

e) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their Division. These members will not be eligible for their marks as described in 25.03 (c) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

f) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for a Coordinator and there are no qualified candidates available, as set out in Article 25.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 25.03. The newly ranked eligibility list will take effect January 01 of the following year.

g) A Captain/Coordinator in the Training Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Officer rank within the Training Division should a subsequent need arise.

h) The promotional examinations referred to in 25.03:

1) Shall consist of a written examination.
2) Be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board.

i) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

j) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 25.02 (i) to receive any additional bonus marks under 25.03 (b) and (c), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 25.02 (i) he/she will receive additional bonus marks under 25.03 (b) and (c) to a maximum of **thirteen (13)** total bonus marks. All Acting Coordinator candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 2018.

k) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 25.03 (b)(c).

l) All vacancies within the Officers ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 25.03 (a).

25.04 a) For the purpose of this clause, successful completion of promotional examinations within the

ARTICLE XXV – PROMOTIONS – TRAINING DIVISION (Cont'd)

Training Division shall mean attainment of a final mark of seventy percent (70%), before the awarding of any bonus marks under 25.03 (b)(c)(j).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 25.04 (d) may convene a larger committee, should they deem it necessary, to develop the tests and examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written phase shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the Promotional Board, will also be provided to each of these employees and will be posted in the respective divisions.

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing. The Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 25.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) All Officers and Acting Officers, and Coordinators and Acting Coordinators, will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the Promotional Board their intention to do so in writing and which shall be received by the Promotional Board no later than ninety (90) days prior to the date set for the exam by the Committee.

ARTICLE XXV – PROMOTIONS – TRAINING DIVISION (Cont'd)

25.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

25.06 Notwithstanding article 25.02 (a) above, compensation and progression within the Training Division will be as follows:

a) An employee, other than a District Chief, appointed to the Training Division from the Fire Fighting Division will be laterally transferred into the classification of Training Officer at the same rank regularly held by him/her prior to the transfer, without loss of pay. Acting rank will not be taken into account for the purposes of this provisions.

b) Employees within the classification of District Chief of Fire Fighting will be placed at the rank of Captain of Training and their wages will remain at the level effective on the date of the transfer until the rate of Captain of Training reaches that level, whereupon they will be paid at the rate of Captain of Training.

c) 1st Class Training Officers will advance to the rank of Captain of Training on his/her one-year anniversary date as a Training Officer, by successfully completing examinations and tests set out for that purpose.

25.07 Each employee who is required to act in the capacity of a higher rank, shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

25.08 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

25.09 During the period in which the Acting Coordinator is required to act in the capacity of a Division Chief, and during the period in which the Acting Coordinator is required to act in the capacity of a Coordinator, he will receive an "acting rate" of 125% of a first class fire fighter rate for each complete shift or part thereof which he works.

25.10 The following shall apply to the Training Division only:

1) The procedure for moving the Acting Training Coordinator into the position of Training Coordinator will be governed by the following:

a) An Acting Training Coordinator will move into the position of Training Coordinator when any of the following occurs:

i. When the Coordinator is scheduled on vacation, lieu days or time owing;
ii. When the Coordinator is off-duty due to an illness or injury;
iii. When the Coordinator is outside the boundaries of the Region of Peel for a full day;
iv. When the Coordinator determines that they are unavailable to deal with an emergency situation while absent from the office, while within the Region of Peel.

2) Each Training Coordinator position will be back-filled any time when there are three (3) or more Training Officers and/or Captains of Training to be supervised by that position. Coordinator positions will not be backfilled for periods of time less than one (1) hour of the shift being backfilled.

ARTICLE XXVI – PROMOTIONS – COMMUNICATIONS DIVISION

26.01 While recognizing that promotions are the responsibility of Management, all recommendations for promotion will be made by the Promotional Board with consideration given to the guidelines set out in this article and shall be subject to approval by the Fire Chief.

26.02 a) Communications Operators shall commence employment at lowest Class of their classification and advance one classification, up to and including First Class, after twelve (12) months on

their anniversary date of employment, by successfully completing classification examinations and tests set for the purpose.

Communication Technicians shall commence employment as a Second Class Communications Technician and advance one classification, up to and including First Class, after twelve (12) months on their anniversary date of employment.

b) An employee who fails to successfully complete classification examinations for advancement cannot be advanced for a further six (6) months. Notwithstanding, the eligibility requirements for future promotions shall be based on the employee's anniversary date, not inclusive of any penalty established in this clause.

c) The employment of an employee who fails to successfully complete classification examinations for advancement for two (2) consecutive times (12 months and 6 months), may be subject to termination at the discretion of the Fire Chief after consultation with Association representatives.

d) Successful completion of classification examinations for advancement shall mean attainment of an overall average of seventy percent (70%)

e) The classification examinations in the Division of Communications, as referred to in Article 26.02 a), shall consist of a written examination. Successful completion of the classification examination shall mean attainment of seventy percent (70%)

In the case of an employee failing to successfully complete any element, he shall be re-examined, in accordance with Article 26.02 b) and c), only in those elements in which he failed to attain the required result.

The parties agree that that it is the responsibility of an employee in the Communications Division to ensure that they have adequate rest prior to promotions testing. It is not the responsibility of the Corporation to ensure that any employee is adequately prepared, or as stated above, rested prior to taking these examinations. Any request for re-examination on this basis will be denied.

26.03 a) In order to qualify for promotion to Officer rank in the Communications Division, a candidate must:

1) Have served a minimum of five (5) years as a 1st Class Communications Operator;
2) Have served at least two (2) years of the five (5) years referred to in (a) (1) in the division immediately prior to the examinations;
3) Have successfully completed examinations and tests set for the purpose of establishing promotion; and
4) December 31st of the year of the examinations shall be used as the date to determine eligibility for promotion and to calculate seniority marks.

b) For each full year of service in the rank immediately below that applied for, excluding the first five (5) years, an additional one percent (1%) will be added to the final mark as established in 26.02(i) to a maximum of four percent (4%), provided the candidate has met the qualifications as set out in Section 26.02 (i).

c) For each full year of eligible service as a qualified actor in the rank applied for an additional one percent (1%) will be added to the final mark as established in 26.02(i) to a maximum of nine percent (9%), provided the candidate has met the qualifications as set out in 26.03 (j).

d) Appointments to permanent Officer rank within the Communication Division shall be made from an eligibility list established in accordance with marks under clause 26.03 (b)(c) added to the final mark to achieve the total mark. In the event two (2) members have the same mark, departmental seniority shall be used to determine the ranking with the member with the most seniority being promoted. This eligibility list shall be posted within the Division.

ARTICLE XXVI – PROMOTIONS – COMMUNICATIONS DIVISION (Cont'd)

e) Upon successful completion of the promotional examination process the members who participated for their first time will be eligible to "Act" in the position applied for. These members are to be placed at the bottom of the current eligibility list in order of their standings within their Division. These members will not be eligible for their marks as described in 26.03 (c) for the year that the examination process was conducted. These members will be eligible for promotion if the current list becomes exhausted. The newly ranked eligibility list will take effect January 01 of the following year. Members who have not successfully completed the examination process will neither be added to the eligibility list nor be allowed to "Act" in the position applied for.

f) Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Officer and there are no qualified candidates available, as set out in Article 26.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 26.03. The newly ranked eligibility list will take effect January 01 of the following year.

g) An Officer or Coordinator in the Communication Division who is reduced in rank because of a work shortage or organizational demotion, as set out in Article 10.00 – Lay Off and Recall, shall be placed at the top of the eligibility list and shall be the first to be restored to Officer or Coordinator rank within the Communication Division should a subsequent need arise.

h) The promotional examinations referred to in 26.03:

1) Shall consist of a written examination.
2) Be developed by the two (2) members of Administration on the Promotional Board and administered by the Promotional Board.

i) Successful completion of examinations shall mean attainment of a final mark of seventy percent (70%).

j) Any member having qualified for the eligibility list must re-qualify with a final mark of seventy percent (70%) established under 26.02 (i) to receive any additional bonus marks under 26.03(b) and (c), that he/she had not accumulated prior to the current exam process. Should a qualified member re-qualify with at least seventy percent (70%) under 26.02 (i) he/she will receive additional bonus marks under 26.03(b) and (c) to a maximum of **thirteen (13)** total bonus marks. All Acting Officer candidates will retain any bonus marks that have been accumulated, and added to previous marks, prior to December 31, 2018.

k) Any member who has qualified will not be removed from the eligibility list should they choose not to participate in the current examination process. They will remain at their previous total mark but receive no additional acting time and/or seniority marks, under 26.03 (b)(c).

l) All vacancies within the Officer ranks shall be filled the following working day after the vacancy occurs by the member with the highest mark on the eligibility list who meets all of the requirements under 26.03 (a).

26.04 a) For the purpose of this clause, successful completion of promotional examinations within the Communications Division shall mean attainment of a final mark of seventy percent (70%), before the awarding of any bonus marks under 26.03 (b)(c)(j).

b) In the case of a tie in the total final mark, the person with the highest departmental seniority shall be considered to rank highest.

c) Any member refusing acting time will be removed from the eligibility list and must re-qualify to be eligible for promotion.

d) All examinations for promotion shall be established and administered by the two (2) Administrative personnel on the three (3) person Promotional Board. The two (2) Administrative personnel on the committee shall set the date for the exam and provide a copy of the study guide to all applicants. An Association Representative assigned by the Executive of Local 1068 shall assist the Promotional Board by monitoring the process as a committee member in an

effort to provide continuity of treatment for all Local 1068 members. Where possible, the Association will attempt to provide an Association Representative of equal or higher rank than the position being applied for. Should a conflict of interest be perceived, replacements shall be mutually agreed upon by Administration and the Association. The Board will be established by July 1st of the year prior to the scheduled exam.

e) The Board established under 26.04 (d) may convene a larger committee, should they deem it necessary, to develop the tests and examinations required for the promotional process.

f) 1. At the completion of the exam process all employees who have completed the written phase shall be notified, in writing, of their final marks within four (4) weeks of completion. Copies of their examinations, including earned marks for each question, where the answers have been provided by the employee in writing, shall be provided to the employee at that time.

2. A copy of all examinations with all accepted answers and assigned marks, as agreed upon by the **Promotional Board**, will also be provided to each of these employees and will be posted in the respective division.

3. Upon receipt of their marks and examinations referred to above, the employee shall have fourteen (14) days to request, in writing, a review if the employee deems it necessary. Any employee who does not request a review in writing within the fourteen (14) day period will be deemed to have agreed with their marks.

4. The employee shall provide a detailed written document presenting his concerns regarding the portion(s) of the examination process where the answers have been provided by the employee in writing the Promotional Board shall complete the review within fourteen (14) days of receiving the written request.

5. After all of the reviews have been completed the Promotional Board shall consider all written concerns and render their decisions regarding all employees' concerns within fourteen (14) days.

6. Should it be determined by the committee established under Article 26.04 (d), that a question included in the examination process is improper or unacceptable, that question shall be withdrawn from the process, along with the marks assigned to the question.

g) All Officers, Acting Officers and Coordinators will attend the Ontario Fire College, when required by the Fire Chief. Every effort will be made to accommodate scheduling conflicts, when the Fire Chief receives a request in writing.

h) The date of the promotional process shall be posted no later than one hundred and fifty (150) days prior to the start date. All members who intend to participate in the promotional process shall provide to the **Promotional Board** their intention to do so in writing and which shall be received by the **Promotional Board** no later than ninety (90) days prior to the date set for the exam by the Committee.

26.05 Rank above First Class shall only exist in the division that it was recommended at the time of promotion, but will be respected by all branches of the service accordingly.

26.06 a) The Day Shift Communications Operators will be eligible to write for Acting Communications Officer positions in accordance with the Collective Agreement.

b) Acting Communications Officers may hold the Day Shift Communications Operator position.

c) When the Day Shift Communications Operator is promoted as a Communications Officer, he/she will be provided with the option to transfer from the day shift position to the Platoon where the Communications Officer vacancy exists.

ARTICLE XXVI – PROMOTIONS – COMMUNICATIONS DIVISION (Cont'd)

d) The resulting vacancy in the Day Shift Communications Operator position will then be filled in accordance with the following process;

Step 1: The Day Shift Communications Operator position will be offered in order of seniority, internally, to all current Communications Operators within Brampton Fire and Emergency Services. It will be awarded as a transfer to the most senior Communications Operator who accepts the offer.

Step 2: In the event that all Communications Operators decline the voluntary transfer to the Day Shift Communications Operator position, the Communications Operator with the least seniority will be assigned to the Day Shift Communications Operator position. Fourteen (14) days notice shall be provided prior to transferring him/her to the Day Shift Communications Operator position.

26.07 Each employee who is required to act in the capacity of a higher rank, shall be paid at the rate of such higher rank for each complete shift or part thereof which he so works. In the context of this Article, a shift shall mean eight (8) hours, ten (10) hours, twelve (12) hours, fourteen (14) hours, or twenty-four (24) hours, as the case may be.

26.08 Payment of acting-time shall be payable bi-weekly. The acting rates shall include Service Recognition as per Article 28.02.

ARTICLE XXVII - SPECIAL ALLOWANCES

27.01 All employees, when required by the Fire Chief to use their own vehicles, including to the Ontario Fire College in Gravenhurst, Ontario will be compensated at the Corporation's prevailing rate.

27.02 After reporting to their assigned station, fire fighting employees who are required to use their own vehicle to report to an alternate station(s) will be compensated at the Corporation's prevailing mileage rate.

27.03 All stationary supplies required for an Ontario Fire College course will be supplied by the Corporation.

27.04 **ELECTIONS FIREFIGHTING DIVISION – 24 HOUR SHIFT**

Fire Fighters working the twenty-four (24) hour shift on the day of the Federal, Provincial or Municipal election will make arrangements to vote at an advance poll or arrange a shift exchange for the voting on the election day. It is understood that such shift exchanges will not result in any additional cost of overtime incurred by the Corporation.

27.05 **TRAINING FIREFIGHTING DIVISION – 24 HOUR SHIFT**

The Parties agree that some variance of work hours may be approved by the Fire Chief or his designate in order for training to be completed.

A Fire Fighter may be scheduled out of the twenty-four (24) hour rotation for up to two (2) weeks in a calendar year for the purposes of delivering or participating in training, provided that a minimum of sixty-one (61) calendar days notice is given. The schedule of training days will not exceed five (5) consecutive business days. The schedule of training days will not exceed the forty-two (42) hour weekly average.

A minimum of **twenty-four (24)** hours off duty will be given to any employee who is scheduled to participate in training outside of their regular hours of work. The employee will also receive a minimum of **twenty-four (24)** hours off at the completion of this training prior to reporting to their regular hours.

Such training will not interfere with scheduled vacation or lieu days.

ARTICLE XXVII - SPECIAL ALLOWANCES (Cont'd)

Nothing shall prohibit the Fire Chief to agreeing to additional weeks of straight day training for any Fire Fighter upon request of that Fire Fighter and subject to the prior approval of the Fire Chief for the purposes of enabling that Fire Fighter to complete additional, voluntary training.

Should a Fire Fighter require Bereavement leave in accordance with Article 18, upon advising the Fire Chief or his designate of the situation requiring Bereavement leave, the Fire Fighter shall be returned to his regularly scheduled twenty-four (24) hour shift rotation and the provisions of Article 18 shall apply in the normal manner.

ARTICLE XXVIII - SERVICE RECOGNITION

28.01 A service bar shall be granted to employees for each period of five (5) years continuous service as an employee.

28.02 The Service Recognition rate will be an increase to the index for the job rate of the applicable classification, as per the following:

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

28.03 The Service Recognition rate shall be included as salary in calculating overtime, vacation and statutory holiday pay, pension contribution and sick leave pay and sick leave credits pursuant to Article 12.01.

ARTICLE XXIX - LEGAL EXPENSES

29.01 Where an employee is charged with a criminal or statutory offence directly related to his duties, while on duty, and is subsequently acquitted of such charges, the said employee shall be reimbursed for any reasonable legal expenses incurred as a result of such charges

ARTICLE XXX – SALARIES

30.01 An increase of 1.00% will be applied to all classifications effective January 1, 2019.
An increase of 0.95% will be applied to all classifications effective July 1, 2019.
An increase of 1.00% will be applied to all classifications effective January 1, 2020.
An increase of 0.95% will be applied to all classifications effective July 1, 2020.
An increase of 1.00% will be applied to all classifications effective January 1, 2021.
An increase of 0.95% will be applied to all classifications effective July 1, 2021.
An increase of 1.00% will be applied to all classifications effective January 1, 2022.
An increase of 0.70% will be applied to all classifications effective July 1, 2022.
An increase of 1.00% will be applied to all classifications effective January 1, 2023.
An increase of 0.75% will be applied to all classifications effective July 1, 2023.

Effective January 1, 2019			Service Recognition		
Classification and Rank	**Index**	**1-Jan-19**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$133,128	$136,131	$139,133	$142,136
Captain of Fire Fighting	119%	$119,114	$122,117	$125,120	$128,123
1st Class Fire Fighter	100%	$100,096	$103,099	$106,102	$109,105
2nd Class Fire Fighter	90%	$90,086			
3rd Class Fire Fighter	80%	$80,077			
4th Class Fire Fighter	70%	$70,067			
Probationary Fire Fighter	60%	$60,058			
Assistant Division Chief of Fire Prevention	119%	$119,114	$122,117	$125,120	$128,123
1st Class Fire Prevention Officer	108%	$108,104	$111,107	$114,109	$117,112
2nd Class Fire Prevention Officer	90%	$90,086			
3rd Class Fire Prevention Officer	80%	$80,077			
4th Class Fire Prevention Officer	70%	$70,067			
Probationary Fire Prevention Officer	60%	$60,058			
Training Coordinator	128%	$128,123	$131,126	$134,129	$137,132
Captain of Training	119%	$119,114	$122,117	$125,120	$128,123
1st Class Training Officer	100%	$100,096	$103,099	$106,102	$109,105
Communications Coordinator	128%	$128,123	$131,126	$134,129	$137,132
Communications Officer	119%	$119,114	$122,117	$125,120	$128,123
1st Class Communications Operator	100%	$100,096	$103,099	$106,102	$109,105
2nd Class Communications Operator	90%	$90,086			
3rd Class Communications Operator	80%	$80,077			
4th Class Communications Operator	70%	$70,067			
Probationary Communications Operator	60%	$60,058			
1st Class Communications Technician	115%	$115,110	$118,113	$121,116	$124,119
2nd Class Communications Technician	90%	$90,086			
Fire/Life Safety Education Coordinator	125%	$125,120	$128,123	$131,126	$134,129
1st Class Fire/Life Safety Education Officer	100%	$100,096	$103,099	$106,102	$109,105
2nd Class Fire/Life Safety Education Officer	90%	$90,086			
3rd Class Fire/Life Safety Education Officer	80%	$80,077			
4th Class Fire/Life Safety Education Officer	70%	$70,067			
Probationary Fire/Life Safety Education Officer	60%	$60,058			
Assistant Division Chief of Apparatus & Maint.	119%	$119,114	$122,117	$125,120	$128,123
Emergency Vehicle Technician 1st Class	105%	$105,101	$108,104	$111,107	$114,109
Emergency Vehicle Technician 2nd Class	95%	$95,091			
Emergency Vehicle Technician 3rd Class	90%	$90,086			
Emergency Vehicle Technician 4th Class	85%	$85,082			

Probationary Emergency Vehicle Technician	80%	$80,077			
Emergency Facilities Technician 1st Class	105%	$105,101	$108,104	$111,107	$114,109
Emergency Facilities Technician 2nd Class	90%	$90,086			
Emergency Facilities Technician 3rd Class	80%	$80,077			
Emergency Facilities Technician 4th Class	70%	$70,067			
Probationary Emergency Facilities Technician	60%	$60,058			
1st Class Supply and Equipment Officer	85%	$85,082	$88,084	$91,087	$94,090
2nd Class Supply and Equipment Officer	80%	$80,077			
3rd Class Supply and Equipment Officer	75%	$75,072			
4th Class Supply and Equipment Officer	70%	$70,067			

ARTICLE XXX – SALARIES (Cont'd)

Effective July 1, 2019			Service Recognition		
Classification and Rank	**Index**	**1-Jul-19**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$134,393	$137,424	$140,455	$143,487
Captain of Fire Fighting	119%	$120,246	$123,277	$126,309	$129,340
1st Class Fire Fighter	100%	$101,047	$104,078	$107,110	$110,141
2nd Class Fire Fighter	90%	$90,942			
3rd Class Fire Fighter	80%	$80,838			
4th Class Fire Fighter	70%	$70,733			
Probationary Fire Fighter	60%	$60,628			
Assistant Division Chief of Fire Prevention	119%	$120,246	$123,277	$126,309	$129,340
1st Class Fire Prevention Officer	108%	$109,131	$112,162	$115,194	$118,225
2nd Class Fire Prevention Officer	90%	$90,942			
3rd Class Fire Prevention Officer	80%	$80,838			
4th Class Fire Prevention Officer	70%	$70,733			
Probationary Fire Prevention Officer	60%	$60,628			
Training Coordinator	128%	$129,340	$132,372	$135,403	$138,434
Captain of Training	119%	$120,246	$123,277	$126,309	$129,340
1st Class Training Officer	100%	$101,047	$104,078	$107,110	$110,141
Communications Coordinator	128%	$129,340	$132,372	$135,403	$138,434
Communications Officer	119%	$120,246	$123,277	$126,309	$129,340
1st Class Communications Operator	100%	$101,047	$104,078	$107,110	$110,141
2nd Class Communications Operator	90%	$90,942			
3rd Class Communications Operator	80%	$80,838			
4th Class Communications Operator	70%	$70,733			
Probationary Communications Operator	60%	$60,628			
1st Class Communications Technician	115%	$116,204	$119,235	$122,267	$125,298
2nd Class Communications Technician	90%	$90,942			
Fire/Life Safety Education Coordinator	125%	$126,309	$129,340	$132,372	$135,403
1st Class Fire/Life Safety Education Officer	100%	$101,047	$104,078	$107,110	$110,141
2nd Class Fire/Life Safety Education Officer	90%	$90,942			
3rd Class Fire/Life Safety Education Officer	80%	$80,838			
4th Class Fire/Life Safety Education Officer	70%	$70,733			
Probationary Fire/Life Safety Education Officer	60%	$60,628			
Assistant Division Chief of Apparatus & Maint.	119%	$120,246	$123,277	$126,309	$129,340
Emergency Vehicle Technician 1st Class	105%	$106,099	$109,131	$112,162	$115,194
Emergency Vehicle Technician 2nd Class	95%	$95,995			
Emergency Vehicle Technician 3rd Class	90%	$90,942			

Emergency Vehicle Technician 4th Class	85%	$85,890			
Probationary Emergency Vehicle Technician	80%	$80,838			
Emergency Facilities Technician 1st Class	105%	$106,099	$109,131	$112,162	$115,194
Emergency Facilities Technician 2nd Class	90%	$90,942			
Emergency Facilities Technician 3rd Class	80%	$80,838			
Emergency Facilities Technician 4th Class	70%	$70,733			
Probationary Emergency Facilities Technician	60%	$60,628			
1st Class Supply and Equipment Officer	85%	$85,890	$88,921	$91,953	$94,984
2nd Class Supply and Equipment Officer	80%	$80,838			
3rd Class Supply and Equipment Officer	75%	$75,785			
4th Class Supply and Equipment Officer	70%	$70,733			

ARTICLE XXX – SALARIES (Cont'd)

Effective January 1, 2020			Service Recognition		
Classification and Rank	**Index**	**1-Jan-20**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$135,736	$138,798	$141,859	$144,921
Captain of Fire Fighting	119%	$121,448	$124,510	$127,571	$130,633
1st Class Fire Fighter	100%	$102,057	$105,119	$108,180	$111,242
2nd Class Fire Fighter	90%	$91,851			
3rd Class Fire Fighter	80%	$81,646			
4th Class Fire Fighter	70%	$71,440			
Probationary Fire Fighter	60%	$61,234			
Assistant Division Chief of Fire Prevention	119%	$121,448	$124,510	$127,571	$130,633
1st Class Fire Prevention Officer	108%	$110,222	$113,283	$116,345	$119,407
2nd Class Fire Prevention Officer	90%	$91,851			
3rd Class Fire Prevention Officer	80%	$81,646			
4th Class Fire Prevention Officer	70%	$71,440			
Probationary Fire Prevention Officer	60%	$61,234			
Training Coordinator	128%	$130,633	$133,695	$136,756	$139,818
Captain of Training	119%	$121,448	$124,510	$127,571	$130,633
1st Class Training Officer	100%	$102,057	$105,119	$108,180	$111,242
Communications Coordinator	128%	$130,633	$133,695	$136,756	$139,818
Communications Officer	119%	$121,448	$124,510	$127,571	$130,633
1st Class Communications Operator	100%	$102,057	$105,119	$108,180	$111,242
2nd Class Communications Operator	90%	$91,851			
3rd Class Communications Operator	80%	$81,646			
4th Class Communications Operator	70%	$71,440			
Probationary Communications Operator	60%	$61,234			
1st Class Communications Technician	115%	$117,366	$120,427	$123,489	$126,551
2nd Class Communications Technician	90%	$91,851			
Fire/Life Safety Education Coordinator	125%	$127,571	$130,633	$133,695	$136,756
1st Class Fire/Life Safety Education Officer	100%	$102,057	$105,119	$108,180	$111,242
2nd Class Fire/Life Safety Education Officer	90%	$91,851			
3rd Class Fire/Life Safety Education Officer	80%	$81,646			
4th Class Fire/Life Safety Education Officer	70%	$71,440			
Probationary Fire/Life Safety Education Officer	60%	$61,234			
Assistant Division Chief of Apparatus & Maint.	119%	$121,448	$124,510	$127,571	$130,633
Emergency Vehicle Technician 1st Class	105%	$107,160	$110,222	$113,283	$116,345
Emergency Vehicle Technician 2nd Class	95%	$96,954			
Emergency Vehicle Technician 3rd Class	90%	$91,851			

Emergency Vehicle Technician 4th Class	85%	$86,748			
Probationary Emergency Vehicle Technician	80%	$81,646			
Emergency Facilities Technician 1st Class	105%	$107,160	$110,222	$113,283	$116,345
Emergency Facilities Technician 2nd Class	90%	$91,851			
Emergency Facilities Technician 3rd Class	80%	$81,646			
Emergency Facilities Technician 4th Class	70%	$71,440			
Probationary Emergency Facilities Technician	60%	$61,234			
1st Class Supply and Equipment Officer	85%	$86,748	$89,810	$92,872	$95,934
2nd Class Supply and Equipment Officer	80%	$81,646			
3rd Class Supply and Equipment Officer	75%	$76,543			
4th Class Supply and Equipment Officer	70%	$71,440			

ARTICLE XXX – SALARIES (Cont'd)

Effective July 1, 2020			Service Recognition		
Classification and Rank	**Index**	**1-Jul-20**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$137,026	$140,117	$143,208	$146,298
Captain of Fire Fighting	119%	$122,602	$125,693	$128,784	$131,875
1st Class Fire Fighter	100%	$103,027	$106,118	$109,209	$112,299
2nd Class Fire Fighter	90%	$92,724			
3rd Class Fire Fighter	80%	$82,422			
4th Class Fire Fighter	70%	$72,119			
Probationary Fire Fighter	60%	$61,816			
Assistant Division Chief of Fire Prevention	119%	$122,602	$125,693	$128,784	$131,875
1st Class Fire Prevention Officer	108%	$111,269	$114,360	$117,451	$120,542
2nd Class Fire Prevention Officer	90%	$92,724			
3rd Class Fire Prevention Officer	80%	$82,422			
4th Class Fire Prevention Officer	70%	$72,119			
Probationary Fire Prevention Officer	60%	$61,816			
Training Coordinator	128%	$131,875	$134,965	$138,056	$141,147
Captain of Training	119%	$122,602	$125,693	$128,784	$131,875
1st Class Training Officer	100%	$103,027	$106,118	$109,209	$112,299
Communications Coordinator	128%	$131,875	$134,965	$138,056	$141,147
Communications Officer	119%	$122,602	$125,693	$128,784	$131,875
1st Class Communications Operator	100%	$103,027	$106,118	$109,209	$112,299
2nd Class Communications Operator	90%	$92,724			
3rd Class Communications Operator	80%	$82,422			
4th Class Communications Operator	70%	$72,119			
Probationary Communications Operator	60%	$61,816			
1st Class Communications Technician	115%	$118,481	$121,572	$124,663	$127,753
2nd Class Communications Technician	90%	$92,724			
Fire/Life Safety Education Coordinator	125%	$128,784	$131,875	$134,965	$138,056
1st Class Fire/Life Safety Education Officer	100%	$103,027	$106,118	$109,209	$112,299
2nd Class Fire/Life Safety Education Officer	90%	$92,724			
3rd Class Fire/Life Safety Education Officer	80%	$82,422			
4th Class Fire/Life Safety Education Officer	70%	$72,119			
Probationary Fire/Life Safety Education Officer	60%	$61,816			
Assistant Division Chief of Apparatus & Maint.	119%	$122,602	$125,693	$128,784	$131,875
Emergency Vehicle Technician 1st Class	105%	$108,178	$111,269	$114,360	$117,451
Emergency Vehicle Technician 2nd Class	95%	$97,876			
Emergency Vehicle Technician 3rd Class	90%	$92,724			

Emergency Vehicle Technician 4th Class	85%	$87,573			
Probationary Emergency Vehicle Technician	80%	$82,422			
Emergency Facilities Technician 1st Class	105%	$108,178	$111,269	$114,360	$117,451
Emergency Facilities Technician 2nd Class	90%	$92,724			
Emergency Facilities Technician 3rd Class	80%	$82,422			
Emergency Facilities Technician 4th Class	70%	$72,119			
Probationary Emergency Facilities Technician	60%	$61,816			
1st Class Supply and Equipment Officer	85%	$87,573	$90,664	$93,755	$96,845
2nd Class Supply and Equipment Officer	80%	$82,422			
3rd Class Supply and Equipment Officer	75%	$77,270			
4th Class Supply and Equipment Officer	70%	$72,119			

ARTICLE XXX – SALARIES (Cont'd)

Effective January 1, 2021			Service Recognition		
Classification and Rank	**Index**	**1-Jan-21**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$138,396	$141,518	$144,639	$147,761
Captain of Fire Fighting	119%	$123,828	$126,950	$130,071	$133,193
1st Class Fire Fighter	100%	$104,057	$107,179	$110,300	$113,422
2nd Class Fire Fighter	90%	$93,651			
3rd Class Fire Fighter	80%	$83,246			
4th Class Fire Fighter	70%	$72,840			
Probationary Fire Fighter	60%	$62,434			
Assistant Division Chief of Fire Prevention	119%	$123,828	$126,950	$130,071	$133,193
1st Class Fire Prevention Officer	108%	$112,382	$115,503	$118,625	$121,747
2nd Class Fire Prevention Officer	90%	$93,651			
3rd Class Fire Prevention Officer	80%	$83,246			
4th Class Fire Prevention Officer	70%	$72,840			
Probationary Fire Prevention Officer	60%	$62,434			
Training Coordinator	128%	$133,193	$136,315	$139,436	$142,558
Captain of Training	119%	$123,828	$126,950	$130,071	$133,193
1st Class Training Officer	100%	$104,057	$107,179	$110,300	$113,422
Communications Coordinator	128%	$133,193	$136,315	$139,436	$142,558
Communications Officer	119%	$123,828	$126,950	$130,071	$133,193
1st Class Communications Operator	100%	$104,057	$107,179	$110,300	$113,422
2nd Class Communications Operator	90%	$93,651			
3rd Class Communications Operator	80%	$83,246			
4th Class Communications Operator	70%	$72,840			
Probationary Communications Operator	60%	$62,434			
1st Class Communications Technician	115%	$119,666	$122,787	$125,909	$129,031
2nd Class Communications Technician	90%	$93,651			
Fire/Life Safety Education Coordinator	125%	$130,071	$133,193	$136,315	$139,436
1st Class Fire/Life Safety Education Officer	100%	$104,057	$107,179	$110,300	$113,422
2nd Class Fire/Life Safety Education Officer	90%	$93,651			
3rd Class Fire/Life Safety Education Officer	80%	$83,246			
4th Class Fire/Life Safety Education Officer	70%	$72,840			
Probationary Fire/Life Safety Education Officer	60%	$62,434			
Assistant Division Chief of Apparatus & Maint.	119%	$123,828	$126,950	$130,071	$133,193
Emergency Vehicle Technician 1st Class	105%	$109,260	$112,382	$115,503	$118,625
Emergency Vehicle Technician 2nd Class	95%	$98,854			
Emergency Vehicle Technician 3rd Class	90%	$93,651			

Emergency Vehicle Technician 4th Class	85%	$88,448			
Probationary Emergency Vehicle Technician	80%	$83,246			
Emergency Facilities Technician 1st Class	105%	$109,260	$112,382	$115,503	$118,625
Emergency Facilities Technician 2nd Class	90%	$93,651			
Emergency Facilities Technician 3rd Class	80%	$83,246			
Emergency Facilities Technician 4th Class	70%	$72,840			
Probationary Emergency Facilities Technician	60%	$62,434			
1st Class Supply and Equipment Officer	85%	$88,448	$91,570	$94,692	$97,814
2nd Class Supply and Equipment Officer	80%	$83,246			
3rd Class Supply and Equipment Officer	75%	$78,043			
4th Class Supply and Equipment Officer	70%	$72,840			

ARTICLE XXX – SALARIES (Cont'd)

Effective July 1, 2021			Service Recognition		
Classification and Rank	**Index**	**1-Jul-21**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	133%	$139,711	$142,863	$146,014	$149,165
Captain of Fire Fighting	119%	$125,005	$128,156	$131,308	$134,459
1st Class Fire Fighter	100%	$105,046	$108,197	$111,349	$114,500
2nd Class Fire Fighter	90%	$94,541			
3rd Class Fire Fighter	80%	$84,037			
4th Class Fire Fighter	70%	$73,532			
Probationary Fire Fighter	60%	$63,028			
Assistant Division Chief of Fire Prevention	119%	$125,005	$128,156	$131,308	$134,459
1st Class Fire Prevention Officer	108%	$113,450	$116,601	$119,752	$122,904
2nd Class Fire Prevention Officer	90%	$94,541			
3rd Class Fire Prevention Officer	80%	$84,037			
4th Class Fire Prevention Officer	70%	$73,532			
Probationary Fire Prevention Officer	60%	$63,028			
Training Coordinator	128%	$134,459	$137,610	$140,762	$143,913
Captain of Training	119%	$125,005	$128,156	$131,308	$134,459
1st Class Training Officer	100%	$105,046	$108,197	$111,349	$114,500
Communications Coordinator	128%	$134,459	$137,610	$140,762	$143,913
Communications Officer	119%	$125,005	$128,156	$131,308	$134,459
1st Class Communications Operator	100%	$105,046	$108,197	$111,349	$114,500
2nd Class Communications Operator	90%	$94,541			
3rd Class Communications Operator	80%	$84,037			
4th Class Communications Operator	70%	$73,532			
Probationary Communications Operator	60%	$63,028			
1st Class Communications Technician	115%	$120,803	$123,954	$127,106	$130,257
2nd Class Communications Technician	90%	$94,541			
Fire/Life Safety Education Coordinator	125%	$131,308	$134,459	$137,610	$140,762
1st Class Fire/Life Safety Education Officer	100%	$105,046	$108,197	$111,349	$114,500
2nd Class Fire/Life Safety Education Officer	90%	$94,541			
3rd Class Fire/Life Safety Education Officer	80%	$84,037			
4th Class Fire/Life Safety Education Officer	70%	$73,532			
Probationary Fire/Life Safety Education Officer	60%	$63,028			
Assistant Division Chief of Apparatus & Maint.	119%	$125,005	$128,156	$131,308	$134,459
Emergency Vehicle Technician 1st Class	105%	$110,298	$113,450	$116,601	$119,752
Emergency Vehicle Technician 2nd Class	95%	$99,794			
Emergency Vehicle Technician 3rd Class	90%	$94,541			

Emergency Vehicle Technician 4th Class	85%	$89,289			
Probationary Emergency Vehicle Technician	80%	$84,037			
Emergency Facilities Technician 1st Class	105%	$110,298	$113,450	$116,601	$119,752
Emergency Facilities Technician 2nd Class	90%	$94,541			
Emergency Facilities Technician 3rd Class	80%	$84,037			
Emergency Facilities Technician 4th Class	70%	$73,532			
Probationary Emergency Facilities Technician	60%	$63,028			
1st Class Supply and Equipment Officer	85%	$89,289	$92,440	$95,592	$98,743
2nd Class Supply and Equipment Officer	80%	$84,037			
3rd Class Supply and Equipment Officer	75%	$78,785			
4th Class Supply and Equipment Officer	70%	$73,532			

ARTICLE XXX – SALARIES (Cont'd)

Effective January 1, 2022			Service Recognition		
Classification and Rank	**Index**	**1-Jan-22**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	135%	$143,230	$146,412	$149,595	$152,778
Captain of Fire Fighting	120%	$127,315	$130,498	$133,681	$136,864
1st Class Fire Fighter	100%	$106,096	$109,279	$112,462	$115,645
2nd Class Fire Fighter	90%	$95,486			
3rd Class Fire Fighter	80%	$84,877			
4th Class Fire Fighter	70%	$74,267			
Probationary Fire Fighter	60%	$63,658			
Assistant Division Chief of Fire Prevention	120%	$127,315	$130,498	$133,681	$136,864
1st Class Fire Prevention Officer	108%	$114,584	$117,767	$120,949	$124,132
2nd Class Fire Prevention Officer	90%	$95,486			
3rd Class Fire Prevention Officer	80%	$84,877			
4th Class Fire Prevention Officer	70%	$74,267			
Probationary Fire Prevention Officer	60%	$63,658			
Training Coordinator	129%	$136,864	$140,047	$143,230	$146,412
Captain of Training	120%	$127,315	$130,498	$133,681	$136,864
1st Class Training Officer	100%	$106,096	$109,279	$112,462	$115,645
Communications Coordinator	129%	$136,864	$140,047	$143,230	$146,412
Communications Officer	120%	$127,315	$130,498	$133,681	$136,864
1st Class Communications Operator	100%	$106,096	$109,279	$112,462	$115,645
2nd Class Communications Operator	90%	$95,486			
3rd Class Communications Operator	80%	$84,877			
4th Class Communications Operator	70%	$74,267			
Probationary Communications Operator	60%	$63,658			
1st Class Communications Technician	115%	$122,010	$125,193	$128,376	$131,559
2nd Class Communications Technician	90%	$95,486			
Fire/Life Safety Education Coordinator	125%	$132,620	$135,803	$138,986	$142,169
1st Class Fire/Life Safety Education Officer	100%	$106,096	$109,279	$112,462	$115,645
2nd Class Fire/Life Safety Education Officer	90%	$95,486			
3rd Class Fire/Life Safety Education Officer	80%	$84,877			
4th Class Fire/Life Safety Education Officer	70%	$74,267			
Probationary Fire/Life Safety Education Officer	60%	$63,658			
Assistant Division Chief of Apparatus & Maint.	120%	$127,315	$130,498	$133,681	$136,864
Emergency Vehicle Technician 1st Class	105%	$111,401	$114,584	$117,767	$120,949
Emergency Vehicle Technician 2nd Class	95%	$100,791			
Emergency Vehicle Technician 3rd Class	90%	$95,486			

Emergency Vehicle Technician 4th Class	85%	$90,182			
Probationary Emergency Vehicle Technician	80%	$84,877			
Emergency Facilities Technician 1st Class	105%	$111,401	$114,584	$117,767	$120,949
Emergency Facilities Technician 2nd Class	90%	$95,486			
Emergency Facilities Technician 3rd Class	80%	$84,877			
Emergency Facilities Technician 4th Class	70%	$74,267			
Probationary Emergency Facilities Technician	60%	$63,658			
1st Class Supply and Equipment Officer	90%	$95,486	$98,669	$101,852	$105,035
2nd Class Supply and Equipment Officer	85%	$90,182			
3rd Class Supply and Equipment Officer	80%	$84,877			
4th Class Supply and Equipment Officer	70%	$74,267			
Probationary Supply and Equipment Officer	60%	$63,658			

ARTICLE XXX – SALARIES (Cont'd)

Effective July 1, 2022			Service Recognition		
Classification and Rank	**Index**	**1-Jul-22**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	135%	$144,233	$147,438	$150,643	$153,848
Captain of Fire Fighting	120%	$128,207	$131,412	$134,617	$137,822
1st Class Fire Fighter	100%	$106,839	$110,044	$113,249	$116,455
2nd Class Fire Fighter	90%	$96,155			
3rd Class Fire Fighter	80%	$85,471			
4th Class Fire Fighter	70%	$74,787			
Probationary Fire Fighter	60%	$64,103			
Assistant Division Chief of Fire Prevention	120%	$128,207	$131,412	$134,617	$137,822
1st Class Fire Prevention Officer	108%	$115,386	$118,591	$121,796	$125,002
2nd Class Fire Prevention Officer	90%	$96,155			
3rd Class Fire Prevention Officer	80%	$85,471			
4th Class Fire Prevention Officer	70%	$74,787			
Probationary Fire Prevention Officer	60%	$64,103			
Training Coordinator	129%	$137,822	$141,027	$144,233	$147,438
Captain of Training	120%	$128,207	$131,412	$134,617	$137,822
1st Class Training Officer	100%	$106,839	$110,044	$113,249	$116,455
Communications Coordinator	129%	$137,822	$141,027	$144,233	$147,438
Communications Officer	120%	$128,207	$131,412	$134,617	$137,822
1st Class Communications Operator	100%	$106,839	$110,044	$113,249	$116,455
2nd Class Communications Operator	90%	$96,155			
3rd Class Communications Operator	80%	$85,471			
4th Class Communications Operator	70%	$74,787			
Probationary Communications Operator	60%	$64,103			
1st Class Communications Technician	115%	$122,865	$126,070	$129,275	$132,480
2nd Class Communications Technician	90%	$96,155			
Fire/Life Safety Education Coordinator	125%	$133,549	$136,754	$139,959	$143,164
1st Class Fire/Life Safety Education Officer	100%	$106,839	$110,044	$113,249	$116,455
2nd Class Fire/Life Safety Education Officer	90%	$96,155			
3rd Class Fire/Life Safety Education Officer	80%	$85,471			
4th Class Fire/Life Safety Education Officer	70%	$74,787			
Probationary Fire/Life Safety Education Officer	60%	$64,103			
Assistant Division Chief of Apparatus & Maint.	120%	$128,207	$131,412	$134,617	$137,822
Emergency Vehicle Technician 1st Class	105%	$112,181	$115,386	$118,591	$121,796
Emergency Vehicle Technician 2nd Class	95%	$101,497			
Emergency Vehicle Technician 3rd Class	90%	$96,155			

Emergency Vehicle Technician 4th Class	85%	$90,813			
Probationary Emergency Vehicle Technician	80%	$85,471			
Emergency Facilities Technician 1st Class	105%	$112,181	$115,386	$118,591	$121,796
Emergency Facilities Technician 2nd Class	90%	$96,155			
Emergency Facilities Technician 3rd Class	80%	$85,471			
Emergency Facilities Technician 4th Class	70%	$74,787			
Probationary Emergency Facilities Technician	60%	$64,103			
1st Class Supply and Equipment Officer	90%	$96,155	$99,360	$102,565	$105,771
2nd Class Supply and Equipment Officer	85%	$90,813			
3rd Class Supply and Equipment Officer	80%	$85,471			
4th Class Supply and Equipment Officer	70%	$74,787			
Probationary Supply and Equipment Officer	60%	$64,103			

ARTICLE XXX – SALARIES (Cont'd)

Effective January 1, 2023			Service Recognition		
Classification and Rank	**Index**	**1-Jan-23**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	135%	$145,674	$148,912	$152,149	$155,386
Captain of Fire Fighting	120%	$129,488	$132,726	$135,963	$139,200
1st Class Fire Fighter	100%	$107,907	$111,144	$114,381	$117,619
2nd Class Fire Fighter	90%	$97,116			
3rd Class Fire Fighter	80%	$86,326			
4th Class Fire Fighter	70%	$75,535			
Probationary Fire Fighter	60%	$64,744			
Assistant Division Chief of Fire Prevention	120%	$129,488	$132,726	$135,963	$139,200
1st Class Fire Prevention Officer	108%	$116,540	$119,777	$123,014	$126,251
2nd Class Fire Prevention Officer	90%	$97,116			
3rd Class Fire Prevention Officer	80%	$86,326			
4th Class Fire Prevention Officer	70%	$75,535			
Probationary Fire Prevention Officer	60%	$64,744			
Training Coordinator	129%	$139,200	$142,437	$145,674	$148,912
Captain of Training	120%	$129,488	$132,726	$135,963	$139,200
1st Class Training Officer	100%	$107,907	$111,144	$114,381	$117,619
Communications Coordinator	129%	$139,200	$142,437	$145,674	$148,912
Communications Officer	120%	$129,488	$132,726	$135,963	$139,200
1st Class Communications Operator	100%	$107,907	$111,144	$114,381	$117,619
2nd Class Communications Operator	90%	$97,116			
3rd Class Communications Operator	80%	$86,326			
4th Class Communications Operator	70%	$75,535			
Probationary Communications Operator	60%	$64,744			
1st Class Communications Technician	115%	$124,093	$127,330	$130,567	$133,805
2nd Class Communications Technician	90%	$97,116			
Fire/Life Safety Education Coordinator	125%	$134,884	$138,121	$141,358	$144,595
1st Class Fire/Life Safety Education Officer	100%	$107,907	$111,144	$114,381	$117,619
2nd Class Fire/Life Safety Education Officer	90%	$97,116			
3rd Class Fire/Life Safety Education Officer	80%	$86,326			
4th Class Fire/Life Safety Education Officer	70%	$75,535			
Probationary Fire/Life Safety Education Officer	60%	$64,744			
Assistant Division Chief of Apparatus & Maint.	120%	$129,488	$132,726	$135,963	$139,200
Emergency Vehicle Technician 1st Class	105%	$113,302	$116,540	$119,777	$123,014
Emergency Vehicle Technician 2nd Class	95%	$102,512			
Emergency Vehicle Technician 3rd Class	90%	$97,116			

Emergency Vehicle Technician 4th Class	85%	$91,721			
Probationary Emergency Vehicle Technician	80%	$86,326			
Emergency Facilities Technician 1st Class	105%	$113,302	$116,540	$119,777	$123,014
Emergency Facilities Technician 2nd Class	90%	$97,116			
Emergency Facilities Technician 3rd Class	80%	$86,326			
Emergency Facilities Technician 4th Class	70%	$75,535			
Probationary Emergency Facilities Technician	60%	$64,744			
1st Class Supply and Equipment Officer	90%	$97,116	$100,354	$103,591	$106,828
2nd Class Supply and Equipment Officer	85%	$91,721			
3rd Class Supply and Equipment Officer	80%	$86,326			
4th Class Supply and Equipment Officer	70%	$75,535			
Probationary Supply and Equipment Officer	60%	$64,744			

ARTICLE XXX – SALARIES (Cont'd)

Effective July 1, 2023			Service Recognition		
Classification and Rank	**Index**	**1-Jul-23**	**> 8 years**	**> 17 years**	**> 23 years**
District Chief of Fire Fighting	135%	$146,767	$150,028	$153,290	$156,551
Captain of Fire Fighting	120%	$130,459	$133,721	$136,982	$140,244
1st Class Fire Fighter	100%	$108,716	$111,977	$115,239	$118,500
2nd Class Fire Fighter	90%	$97,844			
3rd Class Fire Fighter	80%	$86,973			
4th Class Fire Fighter	70%	$76,101			
Probationary Fire Fighter	60%	$65,230			
Assistant Division Chief of Fire Prevention	120%	$130,459	$133,721	$136,982	$140,244
1st Class Fire Prevention Officer	108%	$117,413	$120,675	$123,936	$127,198
2nd Class Fire Prevention Officer	90%	$97,844			
3rd Class Fire Prevention Officer	80%	$86,973			
4th Class Fire Prevention Officer	70%	$76,101			
Probationary Fire Prevention Officer	60%	$65,230			
Training Coordinator	129%	$140,244	$143,505	$146,767	$150,028
Captain of Training	120%	$130,459	$133,721	$136,982	$140,244
1st Class Training Officer	100%	$108,716	$111,977	$115,239	$118,500
Communications Coordinator	129%	$140,244	$143,505	$146,767	$150,028
Communications Officer	120%	$130,459	$133,721	$136,982	$140,244
1st Class Communications Operator	100%	$108,716	$111,977	$115,239	$118,500
2nd Class Communications Operator	90%	$97,844			
3rd Class Communications Operator	80%	$86,973			
4th Class Communications Operator	70%	$76,101			
Probationary Communications Operator	60%	$65,230			
1st Class Communications Technician	115%	$125,023	$128,285	$131,546	$134,808
2nd Class Communications Technician	90%	$97,844			
Fire/Life Safety Education Coordinator	125%	$135,895	$139,156	$142,418	$145,679
1st Class Fire/Life Safety Education Officer	100%	$108,716	$111,977	$115,239	$118,500
2nd Class Fire/Life Safety Education Officer	90%	$97,844			
3rd Class Fire/Life Safety Education Officer	80%	$86,973			
4th Class Fire/Life Safety Education Officer	70%	$76,101			
Probationary Fire/Life Safety Education Officer	60%	$65,230			
Assistant Division Chief of Apparatus & Maint.	120%	$130,459	$133,721	$136,982	$140,244
Emergency Vehicle Technician 1st Class	105%	$114,152	$117,413	$120,675	$123,936
Emergency Vehicle Technician 2nd Class	95%	$103,280			
Emergency Vehicle Technician 3rd Class	90%	$97,844			

Emergency Vehicle Technician 4th Class	85%	$92,409			
Probationary Emergency Vehicle Technician	80%	$86,973			
Emergency Facilities Technician 1st Class	105%	$114,152	$117,413	$120,675	$123,936
Emergency Facilities Technician 2nd Class	90%	$97,844			
Emergency Facilities Technician 3rd Class	80%	$86,973			
Emergency Facilities Technician 4th Class	70%	$76,101			
Probationary Emergency Facilities Technician	60%	$65,230			
1st Class Supply and Equipment Officer	90%	$97,844	$101,106	$104,367	$107,629
2nd Class Supply and Equipment Officer	85%	$92,409			
3rd Class Supply and Equipment Officer	80%	$86,973			
4th Class Supply and Equipment Officer	70%	$76,101			
Probationary Supply and Equipment Officer	60%	$65,230			

30.02 For the purpose of determining the daily rate of pay as it applies to this Agreement, it shall be based upon one-one hundred and eightieth (1/180) of the employee's annual salary for the fire fighters and communications operators, one/two hundred and eighth (1/208) of the employee's annual salary for employees working a four (4) /ten (10) hour per day workweek and one-two hundred and sixtieth (1/260) of the employee's annual salary for employees working a five (5) /eight (8) hour day workweek.

Employees shall have access to electronic pay statements. Pay dates shall be every second Thursday and shall be one twenty-sixth (1/26th) of the annual salary. Where statutory holidays do not allow payments on these dates, pay date shall be the nearest prior working day.

30.03 **Direct Deposit**
The Corporation shall direct deposit all monies in Article 26.02 owed to the employee to his designated banking facility. All employees shall provide the Corporation with the necessary information required for the service.

30.04 **Beneficiary**
All the payroll monies owing to an employee upon death shall be paid to the beneficiary as designated in the Corporate Life Insurance Plan.

30.05 **Credit Union Deductions**
The employer shall, upon receipt of proper authorization from any employee, provide payroll deductions for the Alterna Credit Union Limited in accordance with the agreement with that Credit Union.

30.06 **Instructor's Remunerations – Fire Suppression Members**

1) The BPFFA and Administration agree that there is a need to recognize and properly compensate members who instruct / train other members in a wide variety of specialized operations.

2) The compensation for such training will be the honorarium agreed to by the Association and Administration.

3) Only instructors recognized by Administration will be eligible for compensation. A list will be compiled and all stakeholders notified as to their status. Instructors will be assessed on a yearly basis by the Division of Training to determine their effectiveness as an instructor.

4) **When an On-shift instructor vacancy exists, all members within the respective Platoon are eligible to apply.**

5) **When a Lead instructor vacancy exists, all current instructors in the specific training discipline group are eligible to apply.**

ARTICLE XXX – SALARIES (Cont'd)

6) **Interested applicants to both On-shift and Lead instructor positions shall submit a resume outlining subject knowledge, training courses/certificates and subject experience to the Training Division.**

7) **Applicants to both On-shift and Lead instructor positions may be asked to provide a 15 minute presentation on the specific discipline.**

8) **The applicable Division Chief and/or Platoon Chief will conduct presentation evaluations of On-shift instructors.**

9) **The Division Chief of Training will conduct presentation evaluations of Lead Instructors.**

10) While one individual may instruct more than one discipline, the Corporation prefers that there be different instructors for each discipline, where qualified individuals are available. The applicable Platoon Chief will endeavour to distribute the instructors' positions fairly between the members.

11) **A qualified On-shift and/or Lead Instructor shall mean having taken a Department approved course, if applicable. The Division Chief of Training may approve employees with equivalent experience to become an On-shift and/or Lead Instructor.**

12) The training disciplines will include but not be limited to:

- Emergency Medical Responder (EMR) (including, CPR, First Aid, Defibrillation)
- Auto Extrication
- Hazardous Materials (HAZMAT)
- High Level Rescue
- Water Rescue
- Confined Space
- Trench rescue
- Driving
- Technology
- **Fire-Fighting**
- **Fire-Fighting Shift Coordinator**

13) Any instruction/training done on an instructor's off-duty time will be compensated at time and a half (1 ½) of their current rate. Instructors may also receive time owing in lieu of compensation.

14) Each discipline will have a designated Training Officer/Captain who is responsible for overseeing each training discipline. Training Officers/Captains will act as a resource to instructors. Further, it is the Corporations intent that Training Officers/Captains are responsible for developing and providing necessary lesson plans, audio-visual aids, etc. to instructors.

15) Instructors who are required to attend meetings related to their training discipline will be compensated at one and a half (1½) times their regular rate of pay if such meetings are scheduled while they are off-duty. This will include meetings at the Base Hospital etc.

16) Any member who assists the Division of Training with new recruit training other than specialty training and while on-duty will be compensated at the Captain of Training rate. Administration is committed to making every reasonable attempt to ensure that Fire Suppression Apparatus are not removed from service as a result of an employee assisting the Training Division. However, apparatus may be on a delayed response.

17) Honorarium Rates are as Follows:

▪ Emergency Medical Responder (EMR) (8)	**$975.00** per annum
▪ Auto Extrication **(8)**	**$975.00** per annum
▪ Hazardous Materials (HAZMAT) **Lead Instructor (2)**	**$1,950.00 per annum**
▪ Hazardous Materials (HAZMAT) Instructor **(6)**	**$975.00** per annum
▪ High Level Rescue **Lead** Instructor **(2)**	**$1,950.00** per annum

ARTICLE XXX – SALARIES (Cont'd)

▪ High Level Rescue On-Shift Instructor **(4)**	**$975.00** per annum
▪ Water Rescue **Lead** Instructor **(2)**	**$1,950.00** per annum
▪ Water Rescue On-Shift Instructor **(4)**	**$975.00** per annum
▪ Confined Space **Lead** Instructor **(2)**	**$1,950.00** per annum
▪ Confined Space On-Shift Instructor **(4)**	**$975.00** per annum
▪ Trench Rescue **Lead** Instructor **(2)**	**$1,950.00** per annum
▪ Trench Rescue On-Shift Instructor **(4)**	**$975.00** per annum
▪ Driving (8)	**$975.00** per annum
▪ **Fire-Fighting STIs (8)**	**$1,275.00** per annum
▪ Department Driving Coordinator (1)	**$975.00** per annum
▪ Technology (4)	**$975.00** per annum
▪ **Fire-Fighting (12)**	**$1,275.00** per annum
▪ **Fire-Fighting Shift Coordinator (4)**	**$1,950.00 per annum**
▪ **Drone On-Shift Instructor (4)** **Effective September 1, 2019**	**$975.00 per annum**

Effective January 1, 2020:

Honorarium Rates are as Follows:

▪ Emergency Medical Responder (EMR) **(8)**	**$1,200.00** per annum
▪ Auto Extrication **(8)**	**$1,200.00** per annum
▪ Hazardous Materials (HAZMAT) **Lead Instructor (2)**	**$2,400.00** per annum
▪ Hazardous Materials (HAZMAT) Instructor **(8)**	**$1,200.00** per annum
▪ High Level Rescue **Lead** Instructor **(2)**	**$2,400.00** per annum
▪ High Level Rescue On-Shift Instructor **(4)**	**$1,200.00** per annum
▪ Water Rescue **Lead** Instructor **(2)**	**$2,400.00** per annum
▪ Water Rescue On-Shift Instructor **(4)**	**$1,200.00** per annum
▪ Confined Space **Lead** Instructor **(2)**	**$2,400.00** per annum
▪ Confined Space On-Shift Instructor **(4)**	**$1,200.00** per annum
▪ Trench Rescue **Lead** Instructor **(2)**	**$2,400.00** per annum
▪ Trench Rescue On-Shift Instructor **(4)**	**$1,200.00** per annum
▪ Driving **(8)**	**$1,200.00** per annum
▪ Fire-Fighting STIs **(8)**	**$1,800.00** per annum
▪ Department Driving Coordinator **(1)**	**$1,200.00** per annum
▪ Technology **(4)**	**$1,200.00** per annum
▪ **Fire-Fighting (12)**	**$1,800.00** per annum
▪ **Fire-Fighting Shift Coordinator (4)**	**$2,400.00 per annum**
▪ **Drone On-Shift Instructor (4)**	**$1,200.00 per annum**

18) Honorariums will be paid in the first pay period of December of each year. Honorariums are taxable allowances and are subject to applicable taxes.

19) Any term an instructor serves less than a year will be compensated on a pro-rated basis. (EG: 1/12th of the annual rate for each month of service or portion thereof.)

30.07 **The Corporation will commence a new employee at the entry level of the appropriate job classification and rank. However, for Staff Divisions only, a new employee may, at the discretion of the Fire Chief, be started at a higher rank and pay level of the appropriate job classification provided they are not paid at a higher rate of pay than any other employee in the same rank and classification within the division. Such employee must have a minimum of nine years of service prior to being eligible for promotion to officer rank in the division.**

ARTICLE XXXI – DISCHARGE OR DISCIPLINE

31.01 The procedure governing discharge cases shall be pursuant to Section 44 of the Fire Protection and Prevention Act, as may be amended from time to time.

31.02 Cases involving alleged unjust discipline or suspension shall start at stage one (1) of the grievance procedure.

31.03 An employee who is completely exonerated under Section 28.01 or 28.02 hereof, shall be reinstated and paid his salary for the time lost.

ARTICLE XXXII – GRIEVANCE PROCEDURE

32.01 Nothing in the grievance procedure shall be construed as eliminating the processing of any complaint through proper channels within the Brampton Fire and Emergency Services, Senior Officer shall mean the Deputy Chief or his/her designate

In the event that a complaint or grievance arises relative to the administration, application, or alleged violation of this Agreement, the employee concerned may then proceed as follows:

Stage 1
When an employee has a grievance, he shall submit in writing to the Senior Officer within ten (10) business days of occurrence of the incident giving rise to the grievance. A meeting shall take place between the grievor and the Senior Officer within five (5) business days from receipt of the grievance. The Senior Officer shall give his decision in writing stating his decision within five (5) business days of the time of this meeting.

Stage 2
If the Senior Officer's decision is not satisfactory to the grievor and the Association, the grievance may be advanced to Stage 2 within three (3) business days of the Senior Officer's decision. A meeting shall take place within five (5) business days from the time that Stage 2 is filed, between the Association Representatives and the Chief. The Chief shall give his decision in writing stating his decision within five (5) business days of the time of this meeting.

Stage 3
If the Chief's decision is not satisfactory, to the grievor and the Association, the grievance may be advanced to Stage 3 within three (3) business days of the Chief's decision. A meeting shall take place within ten (10) business days from the time that Stage 3 is filed, between the Association and the Chief Administrative Officer. The Chief Administrative Officer shall give his decision in writing stating his decision within five (5) business days of the time of this meeting.

The Chief Administrative Officer may designate another person to act in his stead.

32.02 **GROUP GRIEVANCE** – In case of a group of employees having an alleged grievance, it shall be taken up by the Grievance Committee pursuant to Article 28.01, starting at Stage 2.

32.03 **GENERAL GRIEVANCE** – Any differences arising directly between the Association and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement, may be submitted to either party, in writing, by the other at Stage 2 and the proceedings at this stage shall commence within seven (7) days of notification in writing of the grievance.

32.04 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and Statutory holidays will be excluded. Time limits fixed by this Article may be extended by agreement in writing between the parties.

32.05 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses.

ARTICLE XXXIII – ARBITRATION

33.01 Arbitration of differences between parties shall be conducted in accordance with the provisions of the Fire Protection and Prevention Act, as follows:

a) Section 50 of the Fire Protection and Prevention Act, shall apply to the arbitration of the content of a renewal agreement.

b) Section 53 of the Fire Protection and Prevention Act, shall apply to the arbitration of any unresolved grievance concerning the interpretation or application of any provision of the current agreement or arbitration award.

33.02 An Arbitrator considering a claim of unjust suspension, discharge or discipline may deal with such claim by confirming the action taken, by full reinstatement or any other award which is just and equitable, in his opinion.

ARTICLE XXXIV – DURATION

34.01 This agreement shall remain in force and effect from the first day of January **2019** until the thirty-first day of December **2023** and from year to year thereafter, subject to Article 30.02 herein.

34.02 In the event of either party desiring or proposing any change or alteration in this agreement, such party shall give to the other party, a copy, in writing, of the proposed changes, not less than ninety (90) days before the renewal date, and both parties shall thereupon negotiate in good faith in respect to the matters which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

This agreement is entered into without prejudice to the rights of the employer under any existing or future law or statute.

IN WITNESS THEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Association has caused its Seal to be affixed under the hands of its duly authorized officers, the day and year above written.

SIGNED AT BRAMPTON, this 2nd day of December, 2019

ON BEHALF OF THE ASSOCIATION

Paul Lecompte, President
B.P.F.F.A. Local 1068

Kane Demers, Member
Negotiating Committee

James Taylor, Member
Negotiating Committee

Richard Kelly, Member
Negotiating Committee

Michael Maniezzo, Member
Negotiating Committee

Mike Waite, Member
Negotiating Committee

ON BEHALF OF THE CORPORATION

Patrick Brown, Mayor

David Barrick, Chief Administrative Officer

Peter Fay, City Clerk

Bill Boyes, Fire Chief

Kim Kane, Deputy Fire Chief

Peter Gatto, Deputy Fire Chief

Gordon Fowler, Platoon Chief

Louise More, Manager, Labour Relations

Rob Liston, Senior Advisor, Labour Relations

Roseann Amelio, Labour Relations Associate

January, 10, 2005; Amended February 19, 2007; Renewed April 15, 2009; Renewed May 9, 2012; Renewed November 24, 2014; Renewed August 23, 2017; **Renewed November 23, 2018.**

Memorandum of Agreement

Between

The Corporation of the City of Brampton

And

The Brampton Professional Fire Fighters Association, Local 1068

Re: Joint Communication Centre

The Corporation of the City of Brampton and the Brampton Professional Fire Fighters' Association, Local 1068 ("BPFFA") agree to the following:

Supervision within the JCC

Supervision within the JCC will remain jurisdictional. Accordingly, Brampton employees will receive their direction through the chain of command within Brampton Fire and Emergency Services.

No Layoffs

The parties agree that no Local #1068 members will be laid off as a result of this agreement.

Article 7.02 - Contracting Out

The provisions of this article will be waived for the operation of the new Communication Centre, with respect to the direct provision of the call taking and call dispatching services only, as well as for the provision of support services such as information systems, technical assistance and training.

Acknowledgment

The Brampton Professional Fire Fighters Association acknowledges and agrees that it and/or its members of Local #1068 will not be adversely affected by the terms of this Memorandum of Agreement, which outlines the conditions for the implementation of the Joint Communication Centre.

For the Corporation:

Louise More
Manager, Labour Relations

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

October 16, 1997; Renewed February 19, 2007; Renewed April 15, 2009; Renewed May 9, 2012; Renewed November 24, 2014; Renewed August 23, 2017; **Renewed November 23, 2018.**

Letter of Understanding

Between

The Corporation of the City of Brampton

And

The Brampton Professional Fire Fighters Association, Local 1068

Re: Automatic Aid / Automatic Dispatch System

Without Prejudice and Precedent, and with the Association's acceptance of the Corporation's Offer of Settlement dated October 16, 1997, the Association agrees that "contracting out" will be waived to the extent necessary to allow for Automatic Aid to take place. This is without precedent or prejudice to any other position the Association may take to any other "contracting out" issue. This is subject to the following agreement between the City of Brampton and the B.P.F.F.A. and subject to the B.P.F.F.A. being satisfied that they are not adversely affecting or impinging on any other I.A.F.F. local's collective agreement and vice versa.

The Corporation can confirm that the Corporation will enter into Automatic Aid/Automatic Dispatch arrangements with neighboring municipalities with regard to the following considerations:

1) no reduction in current service levels to the residents of Brampton;

2) demonstrated short or long term enhancement of response time;

3) the Automatic Aid/Automatic Dispatch program will not remove the need for future fire stations or staffing. Fire stations will be constructed in the unprotected areas when the necessary population thresholds have been met;

4) that the appropriate agreements be entered into and by-laws enacted;

5) that all issues of liability be addressed; and,

6) operational issues, i.e., training, communications & dispatch, and operational compatibility.

Prior to entering into an Automatic Aid/Automatic Dispatch Arrangement, the Corporation will establish a committee with representatives of both Corporations and the affected I.A.F.F. locals, to discuss and resolve the operational issues, the business plan, and to ensure there will be no adverse impact to any I.A.F.F. Locals involved.

This provision will remain in effect until the parties jointly agree to remove it.

For the Corporation:

Louise More
Manager, Labour Relations

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 2

May 9, 2012; Renewed November 24, 2014; Renewed August 23, 2017; **Renewed November 23, 2018**

Letter of Understanding

Between

The Corporation of the City of Brampton

And

The Brampton Professional Fire Fighters Association, Local 1068

Article XII – 12.05 Modified Work Plan

In order to have a more full bodied discussion with respect to the matter raised by both parties with respect to Modified Work Plan, the parties agree to meet as a joint committee within three (3) months of the ratification of collective agreement to discuss the above matter.

This committee shall be comprised of four Corporation and four Association members. By forming this joint committee neither party endorses or supports all concerns raised during the negotiations process. This joint committee shall endeavour to satisfy both parties however only issues that are agreed upon shall be brought forward to the respective principals for approval.

For the Corporation:

Louise More
Manager, Labour Relations

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 3

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: Hours of Work for Fire Prevention – Trial Period

In response to the Association's proposal to implement a ten (10) hour work day for employees in the Division of Fire Prevention, the Corporation of the City of Brampton ("the Corporation") and the Brampton Professional Fire Fighters' Association ("BPFFA") agree to the following terms and conditions:

Trial Period

1. **For a trial period of one (1) year, effective January 1, 2019, the Fire Prevention Officers and Assistant Division Chiefs, Fire Prevention, shall be required to work a forty (40) hour week, consisting of four (4), ten (10) hour days.**

2. **Trial period shall consist of two (2) shifts as follows:**

   - **7:00 a.m. to 5:00 p.m.**
   - **7:30 a.m. to 5:30 p.m.**

3. **The 7:00 a.m. to 5:00 p.m. shift shall be staffed by two (2) Assistant Division Chiefs, Fire Prevention, and two-thirds (2/3) of the Fire Prevention Officer complement.**

4. **The 7:30 a.m. to 5:30 p.m. shift shall be staffed by one (1) Assistant Division Chief, Fire Prevention, and one-third (1/3) of the Fire Prevention Officer complement.**

5. **Commencing no later than December 1, 2019, the parties shall meet to assess the efficacy of the trial period and discuss any amendments that may be required.**

6. **The terms and conditions of the renewed Collective Agreement, effective January 1, 2019, shall continue to apply.**

For the Corporation:

Louise More
Manager, Labour Relations

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 4

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: Joint Committee Commitment

The Parties agree to establish a Joint Committee to meet, discuss and alter as necessary the following Collective Agreement Articles pertaining to the Collective Agreement between the Corporation of the City of Brampton and The Brampton Professional Fire Fighters Association (Local 1068):

> ***Article 4.02 All employees not covered by Clause 4.01 shall be required to work a forty (40) hour week. Lunch will be taken during the working period. The Corporation will consult with the affected employees and the Association prior to implementing changes to their scheduled hours of work.***

In relation to studying the feasibility of implementing a twenty-four (24) hour shift in the Training Division.

The Committee will be Co-Chaired by the Association and Fire Administration and will meet at mutually agreed times and locations.

The Committee will consist of up to a maximum of three (3) Members from the Corporation and up to three (3) Members from the Association Executive. The parties realize that they may need to bring in additional members with specific knowledge of the issues being discussed.

The Committee will meet, at minimum, on a monthly basis. The Parties agree that quorum required for a Committee meeting to take place will be comprised of no fewer than two (2) Members from the Corporation and two (2) Members from the Association. Should quorum not be reached for a scheduled Committee meeting, the meeting will be rescheduled to the earliest possible day and time as agreed to by the Parties.

The Committee will be formed within one (1) month of the signing of this Letter of Understanding and will remain in effect until the Parties have reported to their respective principals. The Committee may be disbanded earlier by mutual agreement of the Parties.

For the Corporation:

Bill Boyes
Fire Chief
Brampton Fire and Emergency Services

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 5

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: Communication Centre

The Corporation may temporarily backfill employees for the purpose of replacing a full-time employee in the Communications Division who is off work due to illness, injury or leave of absence.

1. **Such employees may work for a term of not more than eighteen (18) consecutive months, unless the parties mutually agree to an extension. Such requests for extension will not be unreasonably denied.**

2. **Where such circumstances arise, the Employer will first consider whether the position can be filled by a qualified employee in need of accommodation for the duration of the replacement. Thereafter the Employer shall offer such temporary vacancies first to qualified applicants within the Department. Thereafter, such temporary vacancy may be offered to applicants outside of the Department.**

3. **Where such employees are hired from outside of the Department s/he shall not be regarded as permanent staff. The following terms of the Collective Agreement will apply as applicable to the Communications Division:**

    a. **Article 4 - Hours of Work;**
    b. **Article 5 – Overtime;**
    c. **Article 6 - Health and Safety;**
    d. **Article 13 - Workplace Safety and Insurance Act;**
    e. **Article 18 - Bereavement Leave.**

    Group benefits will be provided to employees on a defined assignment of a minimum of one year and one day as per the OTC benefit plan design and the contract with Manulife. Vacation, statutory holidays and emergency leave shall be provided in accordance with the *Employment Standards Act, 2000*. The termination of such employees shall be at the sole discretion of the Corporation and shall not be the subject to the just cause provisions of the collective agreement.

4. **Such employees shall be paid at the minimum job rate of the position. Recognition pay shall not apply. The hiring of such employees will not cause the layoff of regular employees in the job classification to which they are assigned.**

5. **In the event a permanent vacancy becomes available, the backfill employee may apply and in such circumstances shall have the opportunity to interview for the position.**

For the Corporation:

Bill Boyes
Fire Chief
Brampton Fire and Emergency Services

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 6

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: RECRUITMENT OF SINGLE LICENSED EMERGENCY VEHICLE TECHNICIAN "EVT" (310T)

a) **The Corporation may hire an employee for the position of Emergency Vehicle Technician "EVT" with a single certificate of qualification as a licensed Truck and Coach (310T) Journeyperson mechanic. Such employee must satisfy the conditions as outlined in the *Apprenticeship and Certification Act*, as amended from time to time, as administered by the Ontario Ministry of Training, Colleges and Universities and enter into an apprenticeship program to obtain a certificate of qualification as a licensed Automotive (310S) Journeyperson mechanic. The applicant must possess and maintain a valid, class "D" Ontario Driver's License with "Z" endorsement.**

b) **The employee with a single certificate of qualification as a licensed Truck and Coach (310T) Journeyperson mechanic will be covered by the terms of this collective agreement except as modified in this Letter of Understanding.**

c) **In the event the employee fails to maintain an average of seventy (70%) percent or greater throughout their periods in trade school and final examination and while they fill the position of single licensed EVT with the City, the Corporation may terminate the employee. Termination for such reasons is at the discretion of the City shall be deemed termination with just cause under the Collective Agreement.**

d) **The employee with a single certificate of qualification as a licensed Truck and Coach (310T) Journeyperson mechanic will advance through the EVT classifications to 2nd class and remain at the 2nd class rate of pay until such time that the employee achieves his or her certificate of qualification as a licensed Automotive (310S) Journeyperson mechanic. Once the apprentice possesses both required certificates of qualification, provided they have completed one year at 2nd class, he or she will be promoted to 1st class EVT.**

e) **When an employee must attend school as part of his training, the Corporation shall continue to pay his or her regular weekly wages. An apprentice will not be denied the opportunity to attend school as part of the apprenticeship program when requested.**

Such weekly wages shall be equivalent to the level of straight time wages, being paid to him or her just prior to the commencement of the training period.

f) **The employee with a single certificate of qualification as a licensed Truck and Coach (310T) Journeyperson mechanic shall not be permitted to apply for job postings.**

g) **The Corporation is responsible for the payment of any and all application/license fees related to the apprenticeship program.**

h) **There can only be two (2) apprentices at any given time.**

For the Corporation:

Bill Boyes
Fire Chief
Brampton Fire and Emergency Services

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 7

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: PROMOTIONAL EXAM TO ARTICLE XXVI –

For the 2023 Acting District Chief promotion process, the Corporation ("the Corporation") of the City of Brampton and the Brampton Professional Fire Fighters' Association ("BPFFA"), agree to amend Article XXI – Promotions, specifically 21.03 (h) as follows:

Current Article 21.03 (h)

Promotional examinations shall be held every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an Officer in the Fire Fighting Division, and there are no qualified candidates available, as set out in Article 21.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 21.03.

Amend Article 21.03 (h)

District Chief's and Captain's promotional examinations shall be held concurrently every three (3) years for the purpose of re-establishing the eligibility list, however, should a need arise for an interim Officer in the Fire Fighting Division, and there are no qualified candidates available, as set out in Article 21.03, examinations will be held for the purpose of re-establishing the eligibility list in accordance with Article 21.03.

In addition to the above amendment, the parties agree that promotional exams for the positions of District Chief and Captain shall occur concurrently and the following provisions will be observed:

1. Captains who will have achieved five (5) years of seniority as of December 31, 2023 will be eligible to participate in the 2021 promotional exam;

2. Acting District Chiefs will not be promoted to full rank District Chief until they have achieved five (5) years of service as a full rank Captain, as per article 21:03 a) 1);

3. Any Acting District Chiefs who have not achieved five (5) years of seniority as a Captain and who is successful in the promotional exam but is subsequently bypassed for a promotion to District Chief due to lack of seniority will be held in perpetuity for the next promotional opportunity after achieving five (5) years of seniority;

4. The promotional exams referenced in amended Article 21.03 (h) will be conducted concurrently in 2021;

5. Acting marks will be accumulated as per the provisions of the renewed Collective Agreement effective January 1, 2019;

6. Acting District Chiefs will be divided into three groups depending on year of the Acting District Chief exam they wrote/write. Group One (1) exam date 2017. Group Two (2) exam date 2019, and Group Three (3) exam date 2021.

7. Group One (1) will be protected until 2024 and cannot be bypassed by personnel in Group Two (2) or Group Three (3)

8. Group Two (2) will be protected until 2024 and cannot be bypassed by personnel in Group Three (3)

9. The second common exam will occur in 2024 and all participants will be ranked in order of their Total Mark and Group One (1), Two (2), and Three (3) will no longer exist.

For the Corporation:

Bill Boyes
Fire Chief
Brampton Fire and Emergency Services

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068

Letter of Understanding # 8

November 23, 2018

Letter of Understanding
Between
The Corporation of the City of Brampton
And
The Brampton Professional Fire Fighters' Association, Local 1068

RE: ARTICLE XXX – SALARIES

The position of Fire/Life Safety Education Coordinator (indexed at 125%) will be replaced by an Assistant Division Chief of Fire/Life Safety Education (indexed at the current rate of an Assistant Division Chief) once the current Fire/Life Safety Education Coordinator vacates the position for whatever reason.

For the Corporation:

Bill Boyes
Fire Chief
Brampton Fire and Emergency Services

For the Association:

Paul Lecompte
President, B.P.F.F.A. Local 1068