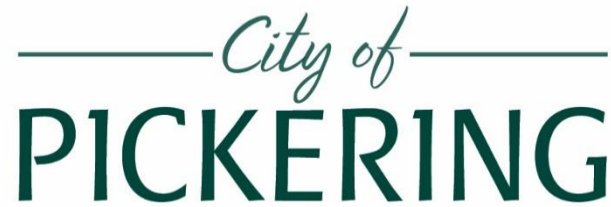


Collective Agreement

between



The Corporation of the City of Pickering

and



Pickering Professional Firefighters Association

2019 - 2024

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This Agreement made as of the 1st day of January, 2019.

B e t w e e n:

The Corporation of the City of Pickering
hereinafter called the "Corporation",

Of The First Part,

- and -

Pickering Professional Firefighters' Association
hereinafter called the "Association",

Of The Second Part.

Whereas the Parties hereto wish to establish and maintain collective bargaining relations between the Corporation and its Firefighters, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all Firefighters who are subject to the provisions of this Agreement;

Now Therefore This Agreement Witnesseth That:

Article1 - Scope of Agreement

1.01 In this Agreement, the term,

- a) "Firefighter" means a full-time Firefighter of the City of Pickering Fire Services Department, and includes a Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer, Captain, Training Officer, Fire Prevention Officer, Fire Inspector but does not include a Fire Chief or Deputy Fire Chief(s); and
- b) "Employee" means a Firefighter.
- c) "day" means 12 hours for Suppression staff, and 8 hours for Training and Fire Prevention Staff.
- d) "shift" means 24 hours for Suppression staff.

1.02 The provisions of this Agreement shall apply to all Employees in the Department.

Article 2 - Recognition

- 2.01 The Corporation retains the sole right to manage all 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 received a written reprimand or been discharged, penalized or suspended without just cause shall be the subject of a grievance and dealt with as provided in Articles 18 and 19.
- 2.02 The Association recognizes the right of the Corporation to delegate the responsibility to negotiate a renewal agreement or to participate in the resolution of grievances, subject to the final approval of any agreement by the Corporation. The Corporation shall advise the Association in writing prior to commencing bargaining who will be its representatives.
- 2.03 The Corporation recognizes the Association as the exclusive bargaining agent for all Employees, and this Agreement shall be regarded as being applicable to all such Employees.
- 2.04 All Employees while in uniform, whether on or off duty, shall be governed by the rules and regulations of the Department as established and published by the Fire Chief and/or a Deputy Fire Chief from time to time.
- 2.05 All Employees that are now members of the Association shall remain members thereof and the new Employees of the Department shall become members of the Association within the first 30 days of their probationary period and will continue their membership in good standing in the Association as a condition of continued employment.
- 2.06 The Corporation and the Association agree to keep each other advised, in writing, of the names of the Executive Committee and the Bargaining Committee.
- 2.07 The Corporation and the Association agree that at no time will discrimination be shown toward any Employee who is covered by this Agreement. No strike or lock out shall occur during the life of this Agreement or any renewal thereof, and the Association shall not participate in any sympathy strike in support of any other organization.
- 2.08 Labour Management meetings will occur on a quarterly basis at times and dates agreeable to the Association and the Corporation.

Article 3 – Hours of Work

3.01 Firefighters other than Fire Prevention Officers, Training Officers and Fire Inspectors shall be required to work a 42 hour week on the average, based on the two (2) platoon system. Shifts shall commence at 08:00 hours and it will be the practice to relieve on a person per person basis starting 30 minutes before the start of the shift or earlier with the approval of the Officer. No overtime will be paid until 08:00 hours, after which, overtime will be paid in accordance with Article 10.04 (1) (a).

3.02 Schedule of Hours of Work – 42 Hours Per Week

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	24			24			
WEEK 2					24		24
WEEK 3			24			24	
WEEK 4		24					

3.03 Nothing in the above Schedule of Hours of Work shall prevent the Platoon Chief from granting the written request of:

- (a) any two Firefighters to exchange shifts or days off, subject to the Employee having the requisite skill and ability to perform the work including the ability to fulfill pre-scheduled acting requirements.
- (b) duty exchanges must be agreed to in writing prior to the duty exchange, on the Form provided, and repaid within 365 calendar days.

3.04 Fire Prevention Officers, Training Officers, and Fire Inspectors shall work a system of 40 hours per week to be determined and scheduled in advance by the Fire Chief and/or a Deputy Fire Chief, providing that the system shall in no way impair the efficiency of the Department.

3.05 (a) The start day for new Employees will be on Mondays, or on Tuesdays where a Statutory Holiday falls on the Monday.

(b) The Corporation will have the right to place new recruits on a shift with the hours to be determined and scheduled in advance by the Fire Chief and/or a Deputy Fire Chief. This shift may last for up to 16 weeks.

3.06 When an Employee is promoted or transferred they will not be required to work back to back tours of duty without two (2) calendar days off.

3.07 The Fire Chief may schedule an Employee out of their regular shift rotation for the purpose of receiving or providing training.

3.08 Employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange a shift exchange for voting on the Election Day.

Article 4 - Vacations

- 4.01 All Employees who will complete the years of service shown below on December 31st in the current year shall be credited with the corresponding vacation entitlement, without loss of pay on January 1st that same year. The vacation year will run from January 1st to December 31st.

Years of Service	Length of Vacation with Pay
Less than one year	One day for each complete month of service to a total of two weeks
One year but less than four years	Two weeks
Four years but less than nine years	Three weeks
Nine years but less than seventeen years	Four weeks
Seventeen years but less than twenty five years	Five weeks
Twenty five years or more	Six weeks

- 4.02 (a) Employees' vacation periods shall be drawn by seniority. Four (4) Employees from each shift may take the same vacation period at the same time. At the discretion of the Fire Chief and/or a Deputy Fire Chief, those Employees who are entitled to more than two (2) weeks vacation may choose their entire allotment on a consecutive week basis if desired. After each Employee has had the opportunity in turn of making this choice, seniority shall again govern with respect to those Employees entitled to additional vacation periods using the above formula.
- (b) The Corporation will allow Fire Prevention staff and Training staff to take two (2) weeks' vacation in single days.
- 4.03 No vacation time shall be lost as a result of an occupational illness or accident incurred in the performance of duty.
- 4.04 Vacation date requests shall be submitted to the Fire Chief on or before December 1st of each year and the Vacation Schedule shall be posted on or before December 31st of each year.
- 4.05 Vacations shall not be accumulative without the special permission of the Fire Chief and/or a Deputy Fire Chief. Only one (1) vacation accumulation or extended vacation will be permitted during each three (3) calendar year period commencing the year from which the carry over is requested.
- 4.06 An Employee who is an admitted inpatient in hospital or confined under doctor's direction as a result of illness or injury occurring immediately prior to their scheduled vacation may have their vacation rescheduled, if possible.

- 4.07 Eligibility for vacation rescheduling under Article 4.06 shall require a medical certificate stating the inclusive dates the Employee was admitted or confined and the date of the occurrence of the illness or injury. Notification of such illness or injury shall be provided in writing prior to the scheduled vacation.
- 4.08 When an Employee is transferred or promoted, they shall retain their holiday picks at their option, unless the transfer is as a result of a request from the Employee.
- 4.09 Vacation may be rescheduled during the course of the year so long as no more than four (4) Employees are off at any one time. The request to the Fire Chief or a Deputy Fire Chief shall be made in writing, on the Form, provided at least eight (8) calendar days in advance of the commencement of the vacation.
- 4.10 An Employee who is off work and being paid by a Long Term Disability Carrier (LTD) or who is on an approved Pregnancy/Parental or Adoption Leave will have their vacation entitlement reduced on a prorated basis.
- 4.11 An Employee upon ceasing employment with the Corporation shall receive the prorated amount of their vacation entitlement for the calendar year in event of employment for less than the complete year.

Clarity Note:

In calculating a prorated amount as referred to in Article 4.10 and 4.11, prorated vacation entitlement will be earned at a rate of one-twelfth (1/12) for each calendar month of service. An Employee will be deemed to have completed a calendar month of service if they have been paid by the Corporation for one half (1/2) or more of the scheduled working days in the month.

Article 5 – Statutory Holidays

- 5.01 All Employees shall be entitled to fourteen (14) statutory holiday days in each year, plus any holiday declared by the Corporation in addition to those listed in Article 5.02, or proportionate amount in the event of employment for less than the complete year.
- 5.02 The following are considered as Statutory Holidays:
- New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - National Day for Truth and Reconciliation
 - Thanksgiving Day
 - Remembrance Day
 - December 24th
 - Christmas Day
 - Boxing Day

5.03 Such Statutory Holidays shall be taken by Employees as follows:

- (a) Any combination of no less than five (5) days off and a maximum of nine (9) days paid (effective January 1, 2022), providing that this option has been stated in writing prior to January 1st in the year in which the Statutory Holidays occur. Requests to take a lieu day off shall be approved by the Fire Chief or a Deputy Fire Chief and will be considered subject to the operational needs of the Corporation.
- (b) An Employee who is an admitted inpatient in hospital, or confined under Doctor's direction as a result of illness or injury occurring immediately prior to their scheduled Statutory Holiday time off, may have their Statutory Holiday re-scheduled, if possible.
- (c) The payment of Statutory Holiday pay shall be on the first pay in December, if possible.

5.04 An Employee who is off work and being paid by a LTD carrier or who is on an approved Pregnancy/Parental or Adoption Leave will have their Statutory Holiday entitlement reduced on a prorated basis.

Clarity Note:

In calculating a prorated amount as referred to in Article 5.01 and 5.04 it is agreed and understood that prorated Statutory Holiday entitlement will be earned at a rate of one twelfth (1/12) for each calendar month of service. An Employee will be deemed to have completed a calendar month of service if they have been paid by the Corporation for one half (1/2) or more of the scheduled working days in the month.

For Employees in Fire Prevention and Training, one floating holiday in lieu of Remembrance Day to be taken on a day mutually agreeable to the Employee and a Deputy Fire Chief.

Article 6 - Workers' Compensation

6.01 When an Employee is injured at work and in receipt of Workers' Compensation in lieu of their regular pay, the Corporation will make up the difference between such compensation and their regular net pay in order to take account of the non-tax deductibility of compensation payments.

Article 7 – Sick Leave

7.01 Each Employee shall be entitled to sick leave with pay ("sick leave") which shall accumulate at the rate of 1.5 days per month of service. To qualify for sick leave with pay for an absence in excess of one (1) 24 Hour Shift for suppression staff or in excess of three (3) consecutive days for non-suppression staff, an Employee shall, when requested by the Corporation, produce evidence of illness reasonably satisfactory to the Corporation. Sick leave may be taken in 12 hour periods for suppression staff.

- 7.02 In the case of sudden or unexpected illness of an immediate family member (spouse, dependent children or parents) residing in the Employee's household, and where no one at home can provide for the needs of the ill family member, the Employee shall be entitled to use a maximum of four (4) days per calendar year to care for the family member who is ill. Sick leave used for this purpose shall be drawn from the Employee's sick leave entitlement under Article 7.01.
- 7.03 The City will establish a Sick Leave Bank for the benefit of Association members.
- 7.04 Where an Employee is entitled, as of the end of December 31st in any year, to accumulated sick leave in excess of two (2) days, all but two (2) days thereof will be carried forward to the next year for that Employee's use.
- 7.05 Any amount of sick leave to which an Employee is otherwise entitled but which will not be carried forward to the next year pursuant to Article 7.04 shall be accumulated in the Sick Leave Bank. The two (2) days of sick leave will not be accumulated in the Sick Leave Bank if the number of days in the Sick Leave Bank on December 31st exceeds 500 days. Instead, the Employee will accumulate the two (2) sick days towards their sick leave entitlement. If later in the year the Sick Leave Bank has less than 500 days, the Association may deposit up to two (2) sick days from each Employee into the Sick Leave Bank.
- 7.06 (a) Where an Employee has exhausted their sick leave entitlement and is unable to work because they are sick or disabled, the Employee may apply to the Association for a draw upon the accumulated sick leave, if any, in the sick leave bank, up to a maximum of 17 weeks for the same illness or injury.
- (b) The Employee shall apply for LTD within five (5) weeks of commencing receipt of benefits from the Sick Leave Bank. LTD entitlement shall commence at the end of the 17 week Sick Leave Bank period. If an Employee fails to apply for LTD (or does not furnish any additional medical documentation requested by the LTD Insurer within 3 weeks of said request) their entitlement to the Sick Leave Bank shall cease after 17 weeks for the same illness or injury.
- (c) If the LTD insurer has not made a determination after 17 weeks and the Employee applied for LTD, furnishing all requested documentation within five (5) weeks of commencing receipt of benefits from the Sick Leave Bank, the Employee shall continue to receive available benefits, if any, from the Sick Leave Bank. The days paid shall be 100% of a Sick Leave Bank day. It is agreed and understood that if the LTD insurer requires additional medical information subsequent to the initial application, the Employee must furnish such documentation within 3 weeks of the request to continue to be reimbursed at 100%.

- (d) If an Employee applies for LTD and is not approved, the Employee shall continue to receive available benefits, if any, from the Sick Leave Bank. The days paid shall be 75% of the Sick Leave Bank day. Payment of any outstanding Statutory Holidays and/or vacation days shall also be made at 75%.
- 7.07 An application for Sick Leave Bank draw shall be granted only where,
- (a) the Sick Leave Bank has accumulated sick leave sufficient to cover the draw; and
 - (b) the Association consents in writing to the draw.
- 7.08 The Corporation shall provide to the Association, on or before February 28th in each year, the opening and closing balances, and the number and amount of contributions to and draws upon,
- (a) each Employee's Sick Leave, and
 - (b) the Sick Leave Bank,
- in the previous year.

Article 8 - Benefits

- 8.01 The Corporation shall pay 100% of the premium cost of the following:
- (a) Ontario Health Insurance Plan;
 - (b) Life Insurance to two and a half times ($2 \frac{1}{2} \times$) the annual salary of the Employee to the nearest \$100.00 to a maximum of \$300,000 (\$350,000 effective January 1, 2023) including an accidental death and dismemberment provision, with the definition of "accidental death" to include line of duty death due to occupational disease, as determined by the Workplace Safety and Insurance Act and its Regulations. There shall be no duplication of entitlement under the existing AD&D coverage.
 - (c) Extended Health Plan including Prescription Drugs (utilizing a drug card with an \$11.00 dispensing fee cap, \$12 dispensing fee cap effective January 1, 2023 and \$13 effective January 1, 2024) and including hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$300 every three years per person. Repairs are included in this maximum. Also including a CPAP machine up to the reasonable and customary amounts established by the insurance carrier.
 - (d) Long Term Disability Plan providing 75% of salary under Article 10 subject to a maximum of \$7,000 (\$8,000 January 1, 2023, \$9,000 December 31, 2024) per month; there shall be a 17 week waiting period before commencement of LTD benefits;

- (e) Vision care plan to provide up to \$575 (\$600 effective January 1, 2022 and \$650 effective January 1, 2024) every two years for glasses and/or contact lenses; including laser eye surgery and provide for an eye exam once every two years.
- (f) Dental Plan equivalent to Liberty Health Plan Number 9, utilizing the current ODA Fee schedule, and to include Orthodontic coverage for dependent children to a \$3,000 lifetime maximum with a 50%/50% co-insurance and major restorative coverage (including dental implants up to the eligible amount as determined by the insurance carrier) at 50% reimbursement with an annual maximum of \$3,000. Nine month recall for dental check ups for adults;
- (g) Paramedical Services; Annual limits of \$2,500 (\$3,000 effective January 1, 2023) for Clinical Psychologist, and \$650 (\$700 January 1, 2022, \$750 January 1, 2023, \$800 January 1, 2024) for Registered Masseur, Chiropractor, Osteopath, Chiropodist and Podiatrist.
- (h) An Employee may apply for a further sum of optional life insurance subject to the provisions of the policy and participation levels designated by the insurance carrier. The Employee shall pay 100% of the premium cost of this additional insurance.

Should there be a change in benefit carrier of any or all of the Employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.

- 8.02 Each Employee, as a condition of employment, will participate in the Life Insurance Plan referred to in Article 8.01 (b), above.
- 8.03 The Corporation will continue to pay 100% of the premium cost of the benefits (including extended health, dental and vision care) for an Employee's surviving spouse and dependants for up to twenty four (24) calendar months following the Employee's death.

Article 9 - Retirees' Benefits

- 9.01 The Corporation shall pay 100% of the premium cost of the following benefits for Employees from the date of retirement to age 65:
 - (a) Ontario Health Insurance Plan; and
 - (b) Extended Health Plan including Prescription Drugs.
- 9.02 The Corporation shall pay 100% of the premium cost of the following benefits for those Employees who retire with an unreduced pension as defined by OMERS from the date of retirement to age 65:
 - (a) Dental Plan
 - (b) Vision Care Plan

- 9.03 (a) The Corporation shall pay 100% of the premium cost of a Health Spending Account with an annual maximum benefit of \$2,000 (\$2,500 effective January 1, 2023, \$3,000 December 31, 2024) for those Employees retiring after January 1, 2016. The Health Spending Account will be administered by and paid through the City's benefit carrier and shall take effect the first month following the retiree's 65th birthday to age 75.
- b) The Health Spending Account may be used towards eligible medical expenses, for the retiree and eligible spouse at the time of retirement. Coverage is limited to items that qualify as tax deductible medical expenses under the Income Tax Act (Canada) and are not payable under any other private or government plan.
- c) The benefit year for the annual Health Spending Account will be January 1st to December 31st. The Health Spending Account will be non-cumulative. Expenses incurred in one benefit year, cannot be covered by credits received in the following benefit year. Unused credits cannot be cashed out, and cannot be rolled over to the following benefit year.

Article 10 - Salaries

10.01 The following shall be the scale of annual salaries paid bi-weekly to Employees:
January 1, 2019 – December 31, 2021

Classification	% of 1st Class	Salary Jan. 1/19 2.27%	% of 1st Class	Salary Jan. 1/20 2.0%	Salary July 1/20 0.195%	Salary Jan. 1/21 2.0%	Salary July 1/21 0.246%
1st Class Firefighter	100	100,393	100	102,401	102,601	104,653	104,910
2nd Class Firefighter	90	90,353.70	90	92,160.90	92,340.90	94,187.70	94,419
3rd Class Firefighter	80	80,314.40	80	81,920.80	82,080.80	83,722.40	83,928
Class Firefighter	67.5	67,765.28	67.5	69,120.68	69,255.68	70,640.78	70,814.25
Probationary Firefighter	60	60,235.80	60	61,440.60	61,560.60	62,791.80	62,946.00
Captain	116	116,455.88	116	118,785.16	119,017.16	121,397.48	121,695.60
Fire Prevention & Training Officer	118	118,463.74	118	120,833.18	121,069.18	123,490.54	123,793.80
Fire Inspector I	100	100,393	100	102,401	102,601	104,653	104,910
Fire Inspector II	90	90,353.70	90	92,160.90	92,340.90	94,187.70	94,419
Fire Inspector III	80	80,314.40	80	81,920.80	82,080.80	83,722.40	83,928
Fire Inspector IV	67.5	67,765.28	67.5	69,120.68	69,255.68	70,640.78	70,814.25
Platoon Chief	130	130,510.90	130	133,121.30	133,381.30	136,048.90	136,383
Chief Fire Prevention Officer	128	128,503.04	130	133,121.30	133,381.30	136,048.90	136,383
Chief Training Officer	128	128,503.04	130	133,121.30	133,381.30	136,048.90	136,383

Article 10 – Salaries – Continued

January 1, 2022 – December 31, 2024

Classification	% of 1st Class	Salary Jan. 1/22 1.85%	% of 1st Class	Salary Jan. 1/23 1.0%	Salary July 1/23 1.0%	% of 1st Class	Salary Jan. 1/24 1.007%	Salary July 1/24 1.05%
1st Class Firefighter	100	106,851	100	107,920	108,999	100	110,097	111,253
2nd Class Firefighter	90	96,165.90	90	97,128	98,099.10	90	99,087.30	100,127.70
3rd Class Firefighter	80	85,480.80	80	86,336	87,199.20	80	88,077.60	89,002.40
4th Class Firefighter	67.5	72,124.43	67.5	72,846	73,574.33	67.5	74,315.48	75,095.78
Probationary Firefighter	60	64,110.60	60	64,752	65,399.40	60	66,058.20	66,751.80
Captain	117	125,015.67	118	127,345.60	128,618.82	119	131,015.43	132,391.07
Fire Prevention & Training Officer	118	126,084.18	118	127,345.60	128,618.82	119	131,015.43	132,391.07
Fire Inspector I	100	106,851	100	107,920	108,999	100	110,097	111,253
Fire Inspector II	90	96,165.90	90	97,128	98,099.10	90	99,087.30	100,127.70
Fire Inspector III	80	85,480.80	80	86,336	87,199.20	80	88,077.60	89,002.40
Fire Inspector IV	67.5	72,124.43	67.5	72,846	73,574.33	67.5	74,315.48	75,095.78
Platoon Chief	131	139,974.81	132	142,454.40	143,878.68	133	146,429.01	147,966.49
Chief Fire Prevention Officer	131	139,974.81	132	142,454.40	143,878.68	133	146,429.01	147,966.49
Chief Training Officer	131	139,974.81	132	142,454.40	143,878.68	133	146,429.01	147,966.49

10.02 (a) In addition to salary as set out in Article 10, The Corporation shall pay Recognition Pay based on the 1st Class Firefighter's base rate and shall form part of the Employee's salary to be paid bi-weekly. Recognition Pay shall be paid to all classifications and shall apply to all earnings. To be eligible for Recognition Pay the employee must have achieved the applicable years of full-time service within the Fire Services Department to receive the associated increase effective their anniversary date provided that the Firefighter maintains their DZ licence. For any period of time, where the Employee is not in possession of a valid class DZ licence, Recognition Pay shall cease.

Recognition Pay shall be paid according to the following schedule:

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

- (b) The Corporation will reimburse each Employee that is required by the employer to maintain a DZ licence, up to \$100 to cover the cost of one mandatory medical examination to complete the Ministry of Transportation of Ontario (MTO) Medical Report at each age-based frequency as required by MTO. The Employee will be required to submit evidence of payment to be eligible for reimbursement.
- 10.03 The Corporation shall withhold from the wages of all Employees all monthly dues and assessments properly levied by the Association members and will transmit same to the Treasurer of the Association at such time or times in each year as shall be mutually agreed upon by the Corporation and the Association.
- 10.04 (1) Overtime
- (a) An Employee who works overtime shall receive overtime pay at the rate of one and one half (1 ½) times the Employee's normal hourly rate of pay and shall receive a minimum of 30 minutes pay at overtime rate;
 - (b) Notwithstanding the above, Fire Prevention and Training Section Employees who work overtime may elect to bank time off in lieu of overtime pay at the applicable overtime rate for each hour worked. At no time will an Employee's bank exceed 40 hours which may be taken at a time mutually agreed upon by the Employee and the Fire Chief or a Deputy.
- (2) Call back
- (a) Any Employee who has completed a regular scheduled shift and gone home, if called back in for extra services shall receive one and one half (1 ½) times their normal hourly rate of pay and shall receive a minimum of three (3) hours of pay at time and one half (1 ½). Overtime shall be paid in 30 minute intervals thereafter. It is agreed that the Corporation be allowed to alert Employees to call back through the use of their personal phones.
 - (b) Those Employees who are called in for overtime (due to minimum staffing levels), to replace Employees currently on shift who are required by the Corporation to attend meetings, will be provided with a minimum of two (2) hours pay.
 - (c) Those Employees who respond to call back and provided stand-by or response services (the Employee must be dressed in station wear) prior to a regularly scheduled shift will be paid as follows:
 - i. One half (1/2) hour of overtime if the Employee responded to the page and arrived after 0700 hrs.
 - ii. One (1) hour of overtime if such a page occurred within one (1) hour of the commencement of the shift (i.e. 0630 hours) and the Employee arrives before 0700 hrs.

- iii. Two (2) hours of overtime if such a page occurred within two (2) hours of the commencement of the shift (i.e. 0530 hours). In order to qualify for two (2) hours of overtime, an Employee must have arrived for work prior to 0630 hours. Those Employees who arrived after 0630 hrs. and before 0700 hours will receive one (1) hour of overtime.

(3) Payment Schedule

Overtime pay and call back pay shall be paid every two (2) weeks in arrears.

(4) Training Rate

Any Firefighter preapproved by the Fire Chief and/or a Deputy Fire Chief to provide specialized training on their regular shift shall be paid the Captain's rate for training.

(5) Stand-by for Fire Prevention

(a) Fire Prevention Staff may participate in stand-by duty according to a rotating stand-by roster and qualified Employees will be provided with equal access to the stand-by duty opportunities. Any Fire Prevention Employee on stand-by duty during off hours will be paid \$25 (\$30 effective January 1, 2022) for each day of stand-by, in addition to any monies that Employee may be entitled to on call back.

(b) Employees must be available for call back at all times during the stand-by duty. No stand-by payment shall be granted if an employee is unable to report to work;

10.05 When an Employee is subpoenaed to court as a result of performing their duties, they shall be paid straight time and, if off duty, they shall be paid at the rate of one and one half (1 ½) times their normal hourly rate of pay.

10.06 Statutory Holidays shall be calculated at the rate of 1/182 of a year's wages for their particular rank.

10.07 Employees requested by the Corporation to use their automobile on business of the Corporation shall be reimbursed in accordance with the Corporation's mileage guidelines. It is agreed and understood that the Corporation may review and adjust these rates during the life of this agreement in accordance with the Corporation's mileage guidelines as approved by Council from time to time. The Corporation shall notify the Association in writing of any changes to the guidelines.

10.08 No Employee shall be entitled to overtime pay, including call back pay if they were on sick leave within 24 hours of the overtime/call back.

Article 11 – Promotions, Seniority, Lay-off and Vacancies

Promotions

- 11.01 (1) When a Firefighter is hired, they shall be on probation for a period of 12 months.
- (2) After serving the probationary period, each Firefighter shall be reviewed by the Fire Chief with a view to advancement.
- (3) Thereafter, each Firefighter shall be reviewed, on the anniversary of their previous advancement, with a view to further advancement until they have reached the rank of 1st Class Firefighter.
- (4) A Firefighter promoted to the position of Officer within the Department shall serve a probationary period of six (6) months. In the event that a Firefighter promoted to the position of Officer is not confirmed, they shall have the right to return to their former rank. A Firefighter must serve the rank of 1st Class for a period of two (2) years before being eligible for promotion to a higher rank in the Fire Services Department.
- (5) All Employees are required to complete a Drivers Abstract Consent form as requested by the Corporation, from time to time. An Employee must give a Deputy Fire Chief written notice of a loss of employment qualification, which includes the loss or suspension of a driver's license. Such notice must contain the duration of the loss or suspension and must be given prior to the Employee starting their next scheduled shift. Failure to provide such written notice within the stipulated period will be treated as a matter of discipline.

Seniority

- 11.02 In determining an Employee's length of service for seniority purposes, computation will begin on the date the Employee began work. Former Employees re-entering the service after continuity of service has been broken by any reason (Her Majesty's Service excepted) shall be considered new Employees, and seniority shall start as of the date they re-enter service.
- 11.03 A seniority list shall be posted by the Corporation in all firehalls each year by January 15th.

Lay-Off Procedure

- 11.04 (1) In the event of a reduction in the Firefighter work force, lay-off shall commence with the Firefighter with the least amount of seniority with the Firefighter group, provided the more senior Firefighters remaining are able to perform the work required.
- (2) Firefighters so laid off shall retain, but shall not accrue, their seniority while laid off. In the event of re-call or increase in the work force, positions will be filled in reverse manner to the lay off.
- (3) A Firefighter shall be deemed to have resigned if, after lay off,
- (a) They fail to acknowledge their availability to report to work within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) after the date the notice of re-call is sent by registered mail to the last address provided by the Firefighter, in writing, to the Corporation's Human Resources Department.
 - (b) they fail to report to work within ten (10) days after notice of re-call is issued.

Filling Vacancies

- 11.05 Where the Corporation determines that it will fill a vacancy created by the resignation, retirement, death, promotion, transfer or dismissal of an Employee, the Corporation shall,
- (a) post notice of that vacancy in each full-time station for a period of 14 calendar days; and
 - (b) fill that vacancy within 90 calendar days after the posting of the vacancy ends, except as may be agreed between the parties.
- 11.06 If there is no successful applicant from the bargaining unit for a posted vacancy, the Corporation may fill such vacancy from outside sources, provided it advises the Association of its intent to do so and does not advertise such vacancy until the Association is advised in writing of the Corporation's decision.

Article 12 - Leave of Absence

- 12.01 The Corporation may grant leave of absence, without pay and without loss of seniority or occupational classification, to any Employee requesting such leave for a good and sufficient cause.
- 12.02 Subject to the approval of the Chief Administrative Officer, the Fire Chief and/or a Deputy Fire Chief may grant leave of absence with pay to an Employee upon any special grounds, and the period of any such leave of absence shall be charged against the Employee's sick leave credits.

- 12.03 All requests for leave of absence shall be in writing.
- 12.04 An Employee may only accumulate seniority during the first three (3) months of a granted leave of absence under any paragraph of this Article.
- 12.05 When an Employee is subpoenaed as a court witness, they shall not suffer any loss of salary or wages while so serving, provided that the Corporation shall be obliged to pay only the difference between such Employee's compensation for their witness fee or conduct one as a witness and the salary or wages which they would have otherwise earned had they worked the regular working day/shift involved.
- 12.06 Leave of absence without loss of remuneration or seniority to attend to Association business will be granted to any Employee for an accumulated Departmental maximum of 60 days in any calendar year, providing a replacement or replacements acceptable to the Fire Chief and/or a Deputy Fire Chief is or are provided by the Association.
- 12.07 The Corporation may grant leave of absence with pay and without loss of seniority or occupational classification,
- (a) to any Employee requesting such leave for the purpose of attending their medal investiture, and
 - (b) to the President of the Association for the purpose of attending a medal investiture.
- 12.08 The Corporation will recognize an Association Negotiating Committee which shall consist of no more than five (5) members selected by the Association. Leave shall be granted to the Association Negotiating Committee without loss of regular pay and benefits for the purposes of attending meetings with the Corporation to negotiate a collective agreement or amendments thereto, up to and including conciliation, mediation meetings but excluding arbitration hearings.
- 12.09 (a) Pregnancy and Parental Leave will be granted in accordance with the terms and provisions of the *Employment Standards Act* as amended from time to time.
- (b) An Employee applying for Pregnancy and/or Parental Leave must provide the Corporation with at least two (2) weeks written notice of the date the leave is to begin. Such notice shall be accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date.
 - (c) Employees on Pregnancy and/or Parental Leave shall continue to accrue seniority entitlement in accordance with Article 11 – Promotions, Seniority, Lay-off and Vacancies 11.02.
 - (d) Employees on an approved Pregnancy and Parental leave are eligible to apply for job postings.

- (e) A pregnant Firefighter, upon submission of a written recommendation by a medical practitioner, may be placed on a day shift and re-assigned to non-suppression duties until the leave commences.
- (f) An Employee on an approved pregnancy/parental or adoption leave who is in receipt of E.I. Benefits for such leave, shall receive the difference between what they receive from E.I. and 75% of their regular wages (in effect on the date the leave commenced) for a period no longer than 15 weeks. The Employee will be required to provide Human Resources with a copy of their E.I. statement to confirm the amount of benefit they are receiving from E.I. before the top up of wages will begin. Top up will not be paid during the two (2) week waiting period for E.I. Benefits.

Article 13 - Bereavement Leave

- 13.01 (a) An Employee will be allowed up to four (4) consecutive days off (suppression) or three (3) consecutive days off (non-suppression) work without loss of pay immediately following the death of a member of the Employee's family, which shall mean spouse (including common-law spouse), child, father, mother, sister, brother, grandparent, grandchild, step-parent, step-children, father-in-law, mother-in-law, or relatives living with the Employee.
- (b) In the event of the death of an Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle, an Employee shall be allowed up to two (2) consecutive days off (suppression) or one (1) day off (non-suppression) work without loss of pay to attend the funeral.
- (c) The President or Vice President of the PPFA will be granted up to one (1) shift off work without loss of pay to attend the funeral of an active PPFA Local 1632 member.

Article 14 - Pensions and Insurance

14.01 (1) The Corporation shall continue its contribution and the contributions of its Employees to the present OMERS Pension Plan which presently provides a pension equal to 2% of the Employee's annual contributory earnings during the 60 consecutive months of highest contributory earnings,

1. multiplied by the number of years of credited service since enrollment in OMERS after January 1st, 1966 (maximum 35), and
2. when the member is entitled to a pension under the Canada Pension Plan, reduced by the lessor of:

$$0.7\% \times \left(\begin{array}{l} \text{a) the average of YMPE for the} \\ \text{year the member retires and the} \\ \text{two preceding years, or} \end{array} \right) \times \left(\begin{array}{l} \text{b) pensionable earnings which are} \\ \text{the average annual contributory} \\ \text{earnings during the 60} \\ \text{consecutive months of highest} \\ \text{contributory earnings} \end{array} \right) \times \left(\begin{array}{l} \text{number of years credited} \\ \text{service since enrollment in} \\ \text{OMERS after January} \\ \text{1st, 1966 (maximum 35)} \end{array} \right)$$

(2) For Firefighters only, the Corporation shall pay 100% of the cost of an OMERS Type 1 Supplementary Pension Plan using the 2% Formula.

14.02 The Employee's record of the pension contributions shall be made available for individual approval annually.

14.03 All Employees shall, as a condition of employment, participate in the Pension Plan in effect at the time of commencement of employment.

14.04 The parties recognize that, as a result of the health and safety risks to Firefighters and to the community, any Firefighters who may be called upon at any time to engage in Firefighter suppression activities shall retire at the age of 60. Any Firefighter who is not called upon at any time to engage in firefighting suppression activities and who has attained the retirement age of 60 years may, if the Firefighter so desires, continue to work on a year-to-year basis until the age of 65 years upon the recommendation of the Fire Chief and with the approval of Council. At 65 years of age, retirement would be mandatory.

Article 15 – Indemnification

15.01 Where an Employee charged with a criminal or statutory offence while performing their responsibilities and flowing from their duties is acquitted of such charges, the Employee shall be reimbursed for any reasonable legal expenses incurred as a result of such charges and assessed pursuant to the *Solicitors Act*.

15.02 The Corporation will continue the coverage under its present existing general liability insurance or equivalent coverage.

Article 16 - Uniforms and Equipment

16.01 All new Employees during the first year of employment shall receive the following:

Item	Firefighters	Training	Fire Prev.
Dress Uniform			
Tunic	X	X	X
Pants	X	X	X
Shirt (long / short sleeves)	X	X	X
Ties (2)	X	X	X
Parka* (a jacket may be substituted)	X	X	X
Cap and Badge	X	X	X
Name Plate – Crested	X	X	X
Epaulettes	X	X	X
Station wear			
Nomex Pants	X (2)	X (2)	
Nomex short sleeves shirt	X	X	
Nomex long sleeves shirt	X	X	
T-shirt (100% cotton)	X (6)	X (5)	X (5)
Poly-cotton shirt (long/short sleeves)			X (4)
Poly-cotton pants			X (4)
Sweater or Zip up Fleece Sweatshirt (inc. Badge No.)	X	X	X
Ball type cap	X	X	X
Toque	X	X	X
Belt	X	X	X

16.02 All full time Firefighters, Officers, Fire Prevention and Training personnel after one year of service, shall receive 340 points annually for the purpose of exchanging such points for items of uniform and station wear.

16.03 For the purpose of permanent transfers to Fire Prevention or Training, Firefighters will receive uniforms as per Article 16.01.

16.04 After the completion of one (1) year of service, all Firefighters, Officers, Fire Prevention and Training personnel shall be entitled to select items (and their associated point value) as outlined in the Uniforms and Equipment List. This list will be approved by the Uniforms and Equipment Committee and published in January of each year.

16.05 It is agreed that both parties can request additions or deletions from the Uniforms and Equipment List as long as such additions or deletions take place within the Uniforms and Equipment Committee process described herein.

- 16.06 It is understood that the section of the style of any item on the Uniforms and Equipment List remains within the City's discretion. If the Committee unanimously agrees, items of clothing shall be added to or deleted from the List. Point values for items that are added to the List will be set in the first instance by the City, but shall not be changed without unanimous consent of the Committee. Failure to agree on a set list will result in the use of the previous years' list until the dispute has been resolved.
- 16.07 The Uniform and Equipment Committee shall meet at least twice every year to discuss issues relating to clothing. The Committee shall be comprised of two (2) members appointed by the Association and two (2) City members comprised of Fire Services Management Staff.
- 16.08 (a) All uniform shirts, tunics, parkas, jackets, sweaters, and Nomex and Poly-cotton station wear shirts referred to in Article 16.01 will have a shoulder flash affixed on each shoulder of new uniforms.
- (b) All tunics will have one (1) service bar affixed for every five (5) years of service.
- (c) Epaulette holders will be affixed to all shirts, sweaters and jackets.
- (d) All T-shirts, hats, and toques will have Pickering Fire Services or PFS identified.
- (e) Clothing can only be exchanged if the wrong size was received and/or it does not match the master order sheet or due to a manufacturer defect.
- (f) Employees have the option of ordering Department approved maternity clothes in lieu of the items listed above. At the discretion of the Fire Chief or a Deputy Fire Chief the Employee may utilize points from the next year as necessary to provide adequate clothing.
- 16.09 (a) Upon promotion, all Officers shall receive a uniform cap, hat badge, name plate, new tunic, one (1) new pair of uniform pants, one (1) white dress shirt, wallet badge replacement, collar rank insignia(s) and and four (4) sets of epaulettes.
- (b) All new Acting Platoon Chiefs will receive four (4) white uniform shirts with gold flashes, two (2) pairs of uniform pants, four (4) sets of epaulettes, one (1) sweater and one (1) parka.
- (c) All new Acting Captains will receive four (4) sets of epaulettes.
- (d) If the Fire Service changes the epaulettes, old epaulettes will be exchanged for new to a maximum of four (4) sets.
- 16.10 The Fire Chief or a Deputy Fire Chief will be able to assign specific quantity(ies) of items available for staff as being "required to wear" dress uniforms or station wear. Such assignment shall be fair and reasonable.
- 16.11 The Fire Chief may limit quantities of specific articles on the Uniform and Equipment List.

16.12 Full-time Firefighters will be issued the following:

- (a) one (1) pair of boots for firefighting purposes for renewal at the discretion of the Fire Chief or a Deputy Fire Chief;
- (b) one (1) firefighting safety helmet with front name shield affixed, for renewal at the discretion of the Fire Chief or a Deputy Fire Chief;
- (c) a two piece protective ensemble consisting of a protective coat and trousers which conforms to Canadian General Standards Board Standard CAN CGSB-155.1-M88 and shall also include one internal and two external pockets on jackets and 2 pockets on pants;
- (d) one (1) pair of firefighting gloves; one (1) pair of auto extrication gloves and two (2) balaclavas;
- (e) one pair of black protective footwear, which conforms to National Standard of Canada CAN/CSA-Z195-02;
- (f) one (1) personal SCBA mask, personal regulator, voice amp with storage bag.

16.13 The Corporation agrees to permit the Association to provide beds and bedding at each fire hall for use of Firefighters on night shift. The Association will be responsible for all costs involved, including the cost of laundry, and under no circumstances will the Corporation assume any portion of such costs, either directly or indirectly.

16.14 The measuring and ordering of uniforms shall be completed by April 1st of each year.

16.15 If there is a delay in receiving uniforms by July 1st the Corporation will advise the Association in writing.

16.16 Uniforms and station wear should be worn in a neat and clean professional manner. All Employees shall wear current issued City clothing except as otherwise approved by the Fire Chief or a Deputy Fire Chief.

16.17 Firefighters will be issued a double breasted tunic and officers will be issued a single breasted tunic.

16.18 An Employee's bunker gear is considered the property of the Corporation and must be returned to the City upon separation of employment.

16.19 All Employees are to have a dress uniform which is less than seven (7) years old. This uniform will be made available for inspection and approval from the Fire Chief or a Deputy Fire Chief upon reasonable request.

- 16.20 Employees who retire before December 31st in any year are only entitled to select from the dress uniform section of the Uniform and Equipment List.
- 16.21 The Corporation shall pay each Firefighter a cleaning allowance of \$90.00 per annum before January 31st, of each year.

Article 17 – Acting Rank - Firefighters

- 17.01 When no Captain is on duty in any full-time station, a 1st Class Firefighter currently designated as an Acting Captain who is on duty shall be required by the Fire Chief and/or a Deputy Fire Chief to perform the duties of a Captain at that station and shall be paid at a Captain rate while performing those duties.
- 17.02 Article 17.01 does not apply to Firefighters requested to perform the duties of a Captain who is,
- (a) a Fire Prevention Officer,
 - (b) a Training Officer, or
 - (c) a Fire Inspector.
- 17.03 (a) When the Fire Prevention Officer is not on duty in the Department, a Fire Inspector – Grade I may be required by the Fire Chief or Deputy Fire Chief to perform the duties of the Fire Prevention Officer and, if so required, shall be paid at the Fire Prevention Officer's rate.
- (b) When a Chief Fire Prevention Officer is not on duty in the Department, a Fire Prevention Officer may be required by the Fire Chief or a Deputy Fire Chief to perform the duties of the Chief Fire Prevention Officer and, if so required, shall be paid at the Chief Fire Prevention Officer's rate.
- 17.04 When no Platoon Chief is on duty, a Captain designated as an Acting Platoon Chief, who is on duty, shall be required by the Fire Chief or a Deputy Fire Chief to perform the duties of a Platoon Chief and be paid at the Platoon Chief rate.
- 17.05 When the Chief Training Officer is not on duty in the Department, a Training Officer may be required by the Fire Chief or a Deputy Fire Chief to perform the duties of the Chief Training Officer and if so required, shall be paid at the Chief Training Officer's rate.

Article 18 - Discharge or Discipline

- 18.01 Where discipline, discharge or the interpretation of the Collective Agreement with respect to an individual Employee is being discussed with an Employee, the Employee shall be entitled to have another member of the Association present.
- 18.02 The procedure governing discharge cases shall be pursuant to section 44 of the *Fire Protection & Prevention Act*.
- 18.03 Cases involving alleged unjust discipline or suspension shall start at Stage 2 of the Grievance Procedure. The parties may agree to proceed directly to Arbitration in the case of dismissal or suspensions longer than one week in duration. In such cases, where practicable, the expedited arbitration process will be utilized.
- 18.04 An Employee who is exonerated under Article 18.02 or 18.03 hereof shall be reinstated and paid their salary for any time lost.
- 18.05 Where an Employee has received no discipline for a period of two (2) years, any disciplinary notation older than two (2) years which is not related to a suspension shall, if the Employee so requests, be removed from the Employee's personnel file in Human Resources. This clause does not affect final warnings, or warnings which accompany suspensions.
- 18.06 It is understood and that any period of disciplinary suspension without pay shall be deemed an authorized leave of absence without pay for OMERS purposes.

Article 19 - Grievance Procedure

- 19.01 The Association shall appoint a Grievance Committee from among their members of three (3) persons, and shall notify the Corporation of the personnel of such Committee and any changes made therein from time to time.
- 19.02 In the event of a complaint or grievance relating to the interpretation, application or administration of this Agreement, including any allegation that this Agreement has been violated or any question as to whether a matter is arbitrable, or as the result of any action involving an Employee, they may then proceed as follows:
 - Stage 1 The Employee may take up the matter in writing with the Fire Chief or a Deputy Fire Chief not later than fourteen (14) calendar days after the day of the incident complained of.

- Stage 2 If the matter is not settled by the Fire Chief or a Deputy Fire Chief within fourteen (14) calendar days after the Stage 1 response was to be provided, it may be referred by the Grievance Committee to the Chief Administrative Officer or designate. The Chief Administrative Officer (CAO) or, if the CAO is not available, the designate will attend a Stage 2 meeting within fourteen (14) calendar days of receipt of the grievance. A response to the grievance will be provided by the CAO or designate within fourteen (14) calendar days of the meeting.
- Stage 3 If the matter is not settled by the CAO or designate it may, by notice in writing to the CAO, be referred to arbitration under Article 20 of this Agreement within fourteen (14) calendar days of the date the decision should have been given by the CAO or designate.

Group Grievances

- 19.03 In case a group of Employees has a grievance, it shall be taken up by the Grievance Committee starting at Stage 2. In the event that the Association files multiple grievances relating to the same or similar facts, those grievances shall be consolidated and the Corporation shall only be required to provide one response to those grievances.

General Grievances

- 19.04 Any difference arising directly between the Association and the Corporation concerning the interpretation or violation of the terms or provisions of the Agreement may be submitted to either Party by the other within and not after fourteen (14) calendar days of the day of the incident complained of. Association grievances shall be submitted at Stage 2 of the Grievance Process, and Corporation Grievances shall be submitted at Stage 2 of the Grievance Process and dealt with in accordance with Clause 19.05.
- 19.05 In the event that the Corporation files a grievance under Article 19.04, Stage 2 of the Grievance Process shall apply, and Stage 2 shall read by substituting the Association President or designate in place of the CAO or designate.
- 19.06 In determining the time within which any step is to be taken under the foregoing provisions of this Article Statutory Holidays shall be excluded. Time limits fixed by this Article may be extended by agreement in writing between the Parties.
- 19.07 At any Stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employees concerned and any necessary witnesses, and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department, to view disputed operations and to confer with the necessary witnesses.
- 19.08 A decision at any Stage of the Grievance Procedure shall be in writing.

Article 20 - Arbitration

20.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement or where an allegation is made that the Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure as set out in Article 19, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. If the recipient of the notice and the Party desiring the arbitration do not, within 21 calendar days, agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Justice and Attorney General upon the request of either Party. The arbitrator shall commence to hear and determine the difference or allegation within one (1) month after their appointment or at such other time as may be agreed upon by the Parties and the arbitrator. The arbitrator shall issue a decision within a reasonable time after hearing the difference or allegation and the arbitrator's decision is final and binding upon the parties. The arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will share equally the fees and disbursements of the arbitrator.

Article 21 - Technological Change

21.01 At least three (3) months prior to the introduction or implementation of a change to the method of providing fire services to the community by technological change, and as a result to displace an Employee from their position, 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 and the effects of changes on each classification of Employee.
- (2) The date or dates on which the Corporation plans to effect the change.
- (3) The location or locations involved.

21.02 When proposing to displace an Employee from their position in the process of implementing a technological change, the Corporation shall consider the following possibilities:

- (a) the retraining of the Employee to work within the technologically changed method;
- (b) the relocation of the Employee to another position, the requirements of which they have the qualifications and ability to perform;
- (c) the relocation of the Employee to another position, the requirements of which they do not have the qualifications or ability to perform, and the retraining of the Employee in that position.

21.03 In the event that an Employee being displaced as a result of technological change,

(a) is not to be retrained, relocated or retrained, and

(b) is to be laid off,

such lay off shall be governed by the provisions of Article 11.

21.04 Following notice of the intended technological change, 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.

Either party may request the assistance of a qualified and independent mediator to resolve any outstanding issues. The cost will be shared between the Parties on an equal basis.

Article 22 – Contracting Out Work

22.01 Except in the case of an emergency, and except to the extent of current practice, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an Employee covered by this agreement shall be performed by any Employee or other person not so covered.

22.02 Where the Corporation is contemplating contracting out work of a nature performed by Employees, the Association will be given six (6) month's notice of the Corporation's intent.

22.03 During the six (6) month notice period referred to in Article 22.02, the Association shall be given an opportunity to make representation to the Corporation with respect to the contracting out of the work in question; the Corporation shall make available to the Association any material of a non confidential nature being examined in support of its decision to contract out the work.

22.04 No tenders shall be invited until the expiry of the six (6) month notice period referred to in Article 22.02.

Article 23 - Fire Protection and Prevention Act

23.01 The provisions of the *Fire Protection and Prevention Act* as may be amended from time to time, shall apply to this Agreement.

Article 24 - Duration

24.01 This Agreement shall be in force and effect from January 1, 2019 to December 31, 2024 and from year to year thereafter. In the event of either Party desiring or proposing any change or alteration in the Agreement, such Party shall give the other Party not less than one (1) month written notice before the renewal date and both Parties shall thereupon negotiate in good faith in respect of the matters which it is proposed to change or alter and the remaining provisions shall be automatically renewed.

Article 25 - Interpretation

25.01 In this Agreement, where the context or circumstances require,

- (a) singular shall be construed as plural, and
- (b) plural shall be construed as singular.

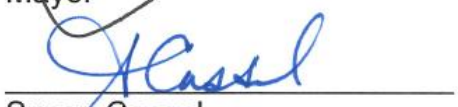
Article 26 – Printing of Collective Agreement

26.01 The Corporation agrees to continue its present practice of printing the Collective Agreement in booklet form, one (1) copy to be given to each member of the bargaining unit, and 50 extra copies to be given to the Secretary of the Association.

This Agreement dated the 22st day of October, 2021.

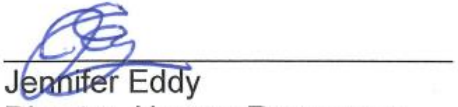
For the City:


David Ryan
Mayor


Susan Cassel
City Clerk

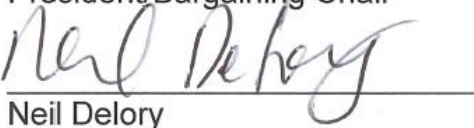

Marisa Carpino
Chief Administrative Officer


for John Hagg
Fire Chief

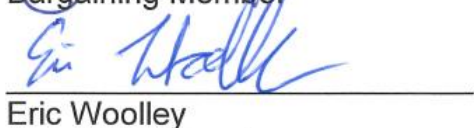

Jennifer Eddy
Director, Human Resources

For the Association:


Mike Palachik
President/Bargaining Chair


Neil Delory
Bargaining Member


Kyle Mitchell
Bargaining Member


Eric Woolley
Bargaining Member


Bruce Kinsman
Bargaining Member

Letter of Intent
Between
The Corporation of the City of Pickering
and
Pickering Professional Firefighters' Association

The Corporation and the Association agree to meet and maintain the Promotional Policy.

Letter of Understanding
Between
The Corporation of the City of Pickering
and
Pickering Professional Firefighters' Association

Any successful internal candidate will be required to work in the Training Division for a minimum of one (1) year. They may apply to transfer back to the Suppression Division by providing a written request to the Fire Chief.

If a candidate is qualified as an Acting Captain or Acting Platoon Chief, they will maintain their current position on the respective Ranking List as per the Promotional Process until the time in which their first opportunity for transfer or promotion within their Acting rank is available. If they choose to defer their transfer or promotion, they may do so for a period of up to two (2) calendar years. Written notice must be given within the two (2) years of their intent to accept the next available Captain or Platoon Chief vacancy. Failure to exercise this right will result in their removal from the applicable list. If a Training Officer or Chief Training Officer holds the qualifications of an Acting Captain or Acting Platoon Chief and chooses to transfer back to the Suppression Division, any requalification or additional training will be determined by the Fire Chief. A transfer back to the Suppression Division will occur at the discretion of the Fire Chief, and will be subject to available openings.

Any member who transfers from the Training Division to Suppression Division who has not held the rank of 1st Class Firefighter with the City of the Pickering, shall start as a Probationary Firefighter.