

2012-2015 Agreement between

**The Corporation of the
Town of Oakville**

and

**The Oakville Professional
Fire Fighters Association**



Date of Ratification: December 19, 2011

2012-2015

AGREEMENT

between

**THE CORPORATION OF THE
TOWN OF OAKVILLE**

and

**THE OAKVILLE
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION**

A G R E E M E N T

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

- and -

THE OAKVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Dated: JANUARY 1, 2012

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THIS AGREEMENT made the 12th Day of January, 2012

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the Employer

of the First Part

- and -

THE OAKVILLE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Hereinafter called the Association

of the Second Part

WITNESS that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

Article 1. PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this Agreement. This Agreement shall be read with such changes of gender as the context may require.
- 1.02 **The Collective Agreement constitutes the whole agreement between the parties and the parties hereto agree that any prior practices or oral or written understandings are superseded by the terms of the Agreement and this Memorandum. The parties further agree that no such oral or written understandings or practices will form part of this Agreement unless documented and signed by the parties as a supplement to this Agreement. The parties hereto acknowledge and agree the existing references to GWL in Article 17 continue.**

Article 2. DEFINITION and RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for the "employees" of the Fire Department of the Employer.
- 2.02 This Agreement shall apply to all employees of the Fire Department of the Town of Oakville.

2.03 Whenever the word "employee" or the word "employees" is used in this Agreement, it shall mean a full-time Fire Fighter as described by the Fire Protection and Prevention Act with the exception of the Fire Chief and the Deputy Chiefs. It is understood that the position of Assistant Deputy Chief be left vacant (notwithstanding Article 23) and recognized as a bargaining unit position. It is understood that there are currently four (4) exclusions outside the bargaining unit.

2.04 Third Deputy Chief

The parties agree to the creation of a 3rd Deputy Chief which shall be excluded from the bargaining unit. The parties further agree that in creating this position that the duties of the existing assistant deputy will be performed by non-bargaining unit members. The parties further agree that the existing assistant deputy chief position shall remain in existence, but unfilled unless mutually agreed to. If mutual agreement to fill the position is achieved, the duties of the position will be determined by the parties.

2.05 Fire Prevention Analyst

This position will exist until the retirement of the incumbent at which point a vacancy will be created for an additional Fire Prevention Officer.

Article 3. MANAGEMENT RIGHTS

3.01 The Association acknowledges that the Corporation has and shall maintain the right to manage and direct its operations, including the establishment of Policies, Procedures and Guidelines, which are not specifically restricted by the terms of this Agreement and discipline for just cause.

3.02 The Corporation agrees to notify the Association of any changes to the Policies, Procedures and Guidelines at least three (3) weeks prior to such changes being implemented, and to meet and consult with the Association about the impact of the proposed changes, if requested by the Association, during that three (3) week period. Time limits may be waived by mutual agreement of the parties.

Article 4. NO DISCRIMINATION OR INTERFERENCE

4.01 The Employer agrees that there will be no interference with the rights of the employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives with respect to any employee because of his/her membership in or connection with the Association.

4.02 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Association or any representative of the Association with respect to any employee of the Fire Department at the Town of Oakville who is not a member of the Association.

Article 5. ASSOCIATION REPRESENTATION

- 5.01 The Association shall name, appoint or otherwise select a Negotiating Committee of no more than three (3) who shall be members of the Association and shall have reached at least the rank of First Class Fire Fighter and other advisors as deemed necessary at the expense of the Association.

- 5.02 The Employer shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

- 5.03 Employees appointed or otherwise selected to serve on the Association's Negotiation Committee as herein provided, shall suffer no loss of earnings as a result of their attendance at negotiation meetings during their normal scheduled hours of work.

- 5.04 When an employee is required to meet with senior officers of the Fire Department or the Corporation in circumstances where formal discipline could result, the Association President or designate will be notified and permitted to attend as an observer.

- 5.05 Except for the President of the Association (or designate) and only as an observer, no bargaining unit member will sit on any board or panel, or have any direct influence on any of the following: hiring, firing, demotion, promotion, discipline, time off, hours of work, and any other bargaining.

Article 6. EMPLOYER'S REPRESENTATION

- 6.01 The Employer shall appoint a negotiating committee consisting of the Head of the Council and two (2) other appointees and other advisors as deemed necessary.

- 6.02 The employees shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

Article 7. ASSOCIATION DUES

- 7.01 The Employer shall deduct monthly from the salary cheque of each employee such sums as may from time to time be assessed by majority vote of the Association membership according to their Constitution and By-laws. Such deductions shall include an amount equivalent to the regular monthly dues and any special assessments providing for benefits and privileges shared by all employees of the Fire Department, but shall exclude Association initiations or reinstatement fees or any special assessments for purposes in which non-Association member employees, as such, would not benefit or participate. Every employee shall give to the Treasurer of the Employer written authorization to deduct the aforementioned amounts from the first (1st) pay of each month. All amounts so deducted shall be remitted to the Treasurer of the Association not later than ten (10) working days following the pay in which the

deductions were made.

- 7.02** The Association indemnifies and saves harmless the Employer from any action which may arise from the application of this Article.

Article 8. MUTUAL INTEREST - NO STRIKES AND NO LOCK-OUTS

- 8.01** The Association and the employees both agree that they will not at any time cause, authorize, sanction or participate in any way in any sit-down, stay-in or slow-down in any department or a strike or stoppage of any of the Employer's operations or any curtailment of work or restrictions of or interference with work or any employment related picketing of the Employer's premises and further it is agreed that the Employer may discharge any employee who causes or takes part in such action.
- 8.02** The Employer agrees that it will not cause or sanction a lock-out during the term of this Agreement.
- 8.03** The words "strike" and "lock-out" shall be as defined in The Ontario Labour Relations Act, Chapter 228, S.O. 1995, Ch. 1, Sch. A, as amended from time to time.
- 8.04**
- (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal expenses and costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.
 - (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:
 - (i) the employee has promptly given written notice of such claim to the Corporation;
 - (ii) the Corporation has had an opportunity to take carriage of such proceedings;
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
 - (iv) in the case of settlement of such claim, the Corporation has agreed to such settlement.

Article 9. COMPLAINT AND GRIEVANCE PROCEDURE

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated or whenever an employee who has completed the required probationary period and has been accepted by the Employer for employment in the permanent service, claims that he/she has been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.

A policy grievance raising matters of general application may be filed at Step 2 of the grievance procedure.

9.02 **The Association shall name, appoint or otherwise select a Grievance Committee of no more than three (3) who shall be members of the Association and shall have reached at least the rank of First Class Fire Fighter and other advisors as deemed necessary at the expense of the Association. The Employer shall recognize and deal with the Grievance committee with respect to any matter or dispute which properly arises from a breach of the Collective Agreement from time to time during its term. This committee shall suffer no loss as a result of their attendance at such grievance meetings, hearings, etc.**

9.03 No grievance will be considered where the circumstances giving rise to it occurred or originated more than ten **(10) full working days before the submission of the grievance.**

Step 1 - An employee having a grievance will take the matter up through their Association representative. The President or designate shall contact Fire Management to seek a resolution.

Step 2 - If the grievance is not settled within five (5) working days, the Association shall submit the matter in writing to the Fire Chief or designate within five (5) working days of receiving the reply from Step 1. The Fire Chief or designate shall render the written decision to the Association within five (5) working days after receiving the written grievance. In the context of this Article a working day shall be deemed to be Monday to Friday excluding designated holidays.

Step 3 - If the reply of the Fire Chief is not acceptable to the Association the grievance may be referred to the Chief Administrative Officer (CAO) or the Director of Human Resources within five (5) working days of the written decision of the Fire Chief. The CAO or the Director of Human Resources, who together with the Fire Chief and any other advisors deemed necessary, shall meet with the Association Representatives within 5 working days to consider the grievance. Within five (5) working

days of the aforesaid, the CAO or the Director of Human Resources will render a written reply to the employee and the Association.

Step 4 - If no resolve is reached at Step 3, the matter shall be submitted to arbitration. Notice shall be given within 5 business days. The parties agree that, for the purposes of this collective agreement the words of the expedited arbitration provisions of the Labour Relations Act, 1995 as amended (Section 49), will be deemed to have been incorporated into this collective agreement. Accordingly and notwithstanding any other provisions of this article (the grievance/arbitration provisions); either party may refer a grievance to expedited arbitration in accordance with the provisions of Section 49. The parties further agree that neither party will raise any jurisdictional or other objection to the application of Section 49 to a grievance under this collective agreement as it pertains to the right to an expedited arbitration. Either party is entitled however, to raise any objection, with the arbitrator with respect to whether the provisions of Section 49 have been properly utilized in respect of any specific grievance (e.g. objections with respect to time limits etc.). Such an appointment by the Minister of Labour or his or her designate will be determined to be a joint appointment in accordance with Section 53(3) of the Fire Protection and Prevention Act.

9.04 Extensions to the time limits in 9.03 may not be unreasonably withheld.

9.05 The employee in all steps of the grievance procedure shall be confined to the grievance and redress sought as set forth in the written grievance initially filed as provided.

9.06 Management Grievances

It is understood that the Employer may bring forward at any meeting held with the Association Committee any complaint with respect to the conduct of the Association, its officers or members, and that if such complaint by the Employer is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

9.07 Arbitration

Both parties to this Agreement agree that any alleged misinterpretation or violation of the provisions of this Agreement, including any grievance which has been properly carried through all of the steps of the grievance procedures herein outlined and which has not been settled, may be referred to arbitration as provided by the Fire Protection and Prevention Act at the request of either of the parties hereto, provided that such request must be received not later than ten (10) working days after a decision has been rendered.

In cases of dismissal/discharge grievances, after the exhaustion of the complaint and grievance procedure, the parties will make best efforts to refer the matter to arbitration hearing as soon is reasonably possible.

- 9.08 When the grievance referred to arbitration as provided in this Article is a discharge grievance or a discipline grievance, the arbitrator may review the penalty imposed in the last step of the grievance procedure and substitute therefore any other arrangement or remedy which is just and equitable in his opinion.
- 9.09 The parties will jointly, in equal shares, bear the expenses, if any, of the arbitrator and any other cost arising out of the arbitration proceedings.
- 9.10 All copies of written disciplinary notices more than twenty-four (24) months old in an employee's file will be destroyed upon written request from the employee. The written request will also be destroyed.

Article 10. PROBATION AND PROMOTION

- 10.01 Every new employee shall serve a probationary period of twelve (12) months. A new employee may be examined at any time during the probationary period to determine his/her suitability for the firefighting service and if he/she is not suitable, in the opinion of the Fire Chief, the Fire Chief may, at his/her discretion, terminate the services of the new employee without recourse to Article 9.
- 10.02 After six (6) months employment, with the exception of the **Fire Prevention Analyst**, a new employee shall be promoted to the rank of Fourth Class Fire Fighter and shall continue to be on probation for a further period of six (6) months. At the end of the total twelve (12) months of probation, the Fire Chief shall confirm the new employee as a Fourth Class Fire Fighter until he/she has completed eighteen (18) months of service from the original date that he/she commenced to serve the probationary period. An employee, after completing eighteen (18) months of service, shall remain in each subsequent class for the following periods:
- THIRD CLASS FIRE FIGHTER – twelve (12) months after promotion from Fourth Class,
- SECOND CLASS FIRE FIGHTER - twelve (12) months after promotion from Third Class after which he/she shall be eligible for promotion to First Class Fire Fighter.
- 10.03 All promotions up to the rank of First Class Fire-fighter shall be determined by the candidate's successful completion (successful completion means a passing grade of 70%) of a multiple choice written test that is directly relevant to the rank of promotion in the Oakville Fire Department.

- (a) Notice that applications will be received for promotions shall be posted in all fire stations and divisions for a minimum of fifteen (15) days
- (b) All candidates competing for various ranks and classifications above first class must signify their intentions in writing to the Fire Chief.

10.04 The following clauses shall be applied to all promotional processes contained within Article 10 of this Collective Agreement:

- (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal expenses and costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.
- (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:
 - (i) the employee has promptly given written notice of such claim to the Corporation;
 - (ii) the Corporation has had an opportunity to take carriage of such proceedings;
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
- (c) in the case of settlement of such claim, the Corporation has agreed to such settlement. The Oakville Professional Fire Fighters Association and the Town of Oakville Fire Department recognize that properly trained officer's project through their actions, the professionalism and dedication of both organizations. Therefore, the successful candidates shall be required to participate in prescriptive training as provided by the Fire Department to ensure current standards are maintained.
- (d) The President of the Association or a designate may act as an observer in each competition.
- (e) Candidates will be entitled to review the evaluation of their own written and oral examinations together with the questions, appropriate answers and sources, on request made within ten (10) days of the date on which the results of the examinations or job posting are communicated.
- (f) Any eligible candidate who is absent during a job posting will be assumed to have applied for the position until he/she advises otherwise, up to a minimum of ten (10) days prior to the commencement of the testing

process.

- (g) All promotions shall be on a probationary basis for one (1) year.
- (h) The Association shall have the opportunity to review all examination materials for a minimum of one (1) hour prior to the administration of each exam.
- (i) Whenever two (2) or more applicants have achieved equal marks as a result of all the marking outlined, the applicant with the most seniority shall be promoted.
- (j) Promotional examinations for Captain, Training Officer, Fire Prevention Officer, Public Education Officer, shall be based on a written examination of 30% and an oral examination of 70% to pass. The passing mark for each section shall be 50% and an overall mark of 70% to pass. Promotional exams for ranks with "Chief" as part of its title will have an overall mark of 75% to pass.
- (k) Seniority marks shall be given to each candidate, one (1) mark for every year of service to a maximum of twenty (20) years (20 marks). Seniority marks shall be added to the total mark achieved in the written and oral tests. Example: if the promotional candidate achieved 100% on the written and oral tests and had ten (10) years of service with the Oakville Fire Department, the final mark would be 110%. Town time is not included in these calculations.
- (l) Oral questions shall be digitally recorded for each candidate. The recording device shall be activated at the commencement of the oral questions, and turned off immediately following the last question (being) answered by the candidate. The recording shall be held for review for a minimum of thirty (30) days following the examination.
- (m) The answers to questions in any examination must be able to be cross-referenced in the stated materials. Adequate time will be allotted for the completion of the examination. The degree of difficulty shall remain constant from process to process of each rank.
- (n) Exam questions whether oral or written, asked to any candidate must be asked to all candidates (for the same position).
- (o) All questions must be relevant to the position.
- (p) The marking scheme shall ensure that no subjectivity exists in the marking of the oral questions, meaning that there is only one appropriate answer to each question asked.
- (q) **Eligibility to apply for a posted position is established effective the date the incumbent permanently leaves the position.**

- (r) **All employees shall be provided with a copy of their completed performance appraisal.**

10.05 Captain

- (a) The written exam shall consist of 200 multiple choice questions.
- (b) Oral and written exam questions shall be based solely on the following materials: the Ontario Fire Service Standard's Company Officer Book, the Occupational Health and Safety Guide including Section 21 Guidance Notes, the Oakville Fire Department's Company Officer Resource Manual and be referenced in the same.
- (c) The oral examination shall be done before an assessment board consisting of the Fire Chief and two Deputy Chiefs.
- (d) A series of photos that depict emergency incidents shall be shown in presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined benchmark is attained a mark shall be given for attaining it.
- (e) Applicants must have a minimum five (5) years' experience as a First Class Firefighter with the Oakville Fire Department unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (f) Upon attaining the overall mark of 70% (or greater), the employee(s) shall be placed on the Officer Rank Promotional List in the order of the marks until a promotion is available, or for two (2) years. Once an employee has acted in a position, he/she shall not be required to re-qualify and he/she shall be placed on the Officer Rank Promotional List permanently. Any employee who has attained the acting position and acted in that position shall be promoted as his/her name comes up in the order as posted on the Officer Rank Promotional List.
- (g) The successful candidate shall be required to complete the Company Officer Diploma Program and participate in prescriptive on-shift training as provided by the Fire Department to ensure current standards are maintained.

10.06 Suppression Division Technician

- (a) **Competition for Suppression Division Technician shall be limited to those members of the suppression division who have attained the rank of 1st class Firefighter or above, unless there is mutual agreement between the parties to this agreement to lower the**

requirements.

- (b) The written exam shall consist of 100 multiple-choice questions.**
- (c) The written exam shall be based solely on the following materials: the Oakville Fire Department's Suppression Technician Training Manual.**
- (d) Upon attaining the overall mark of 70% (or greater), the employee(s) shall be placed on the Suppression Division Technician Qualification List, in the order of the marks until a position is available or for twenty-four (24) months from the date the successful candidates list is created.**
- (e) Successful candidate shall be required to complete all required certification training. (examples: but not limited to: SCBA Technician training, CSA (QABP), Defibrillator, Compressor, Fit testing, etc.)**

10.07 Fire Prevention Officer or Public Education Officer

- (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal expenses and costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.**
- (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:**
 - (i) the employee has promptly given written notice of such claim to the Corporation;**
 - (ii) the Corporation has had an opportunity to take carriage of such proceedings;**
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;**
- (c) in the case of settlement of such claim, the Corporation has agreed to such settlement. The written exam shall consist of 200 multiple-choice questions.**
- (d) The exams, both oral and written, shall be based solely on the following materials: the Ontario Fire Service Standard's Fire Prevention Officer Book, the Oakville Fire Department's Fire Prevention Training Manual,**

the Ontario Fire Code, and the Ontario Building Code.

- (e) Oral exam-the assessment board shall ask a series of questions of the candidate. The answers to the above questions must be able to be cross-referenced in the stated materials. The marking scheme shall ensure that no subjectivity exists in the marking of the oral questions, meaning that there is only one appropriate answer to each question asked. As part of the oral examination, a series of photos of various fire scenes, sprinkler systems, alarm panels, fire plans may be shown in a presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable
- (f) The oral presentation shall be done before an assessment board consisting of the Fire Chief and the Deputy Chiefs.
- (g) Applicants must have eight and one half (8½) years of completed service with the Oakville Fire Department unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (h) The successful candidate shall be required to complete the Fire Prevention Officer Diploma Program or Public Educators Program.

10.08 Training Officer

The written exam shall consist of 200 multiple-choice questions.

- (a) Exams both oral and written shall be based solely on the following materials: the Ontario Fire Service Standard's Training Officer Book, and the Oakville Fire Department's Training Officer Program Resource Manual.
- (b) The oral presentation shall be done before an assessment board consisting of the Fire Chief, and two Deputy Chiefs.
- (c) The candidates will be informed of the topics to be used in the oral presentation a minimum of thirty (30) days prior to the date on which it is to take place. Time limits may be waived by mutual agreement between the parties to this Agreement. The candidate shall choose one of three potential topics for their oral presentation. The oral presentation shall be in the form of a teaching plan and presentation of the teaching plan to an assessment board. An oral presentation shall be no longer than fifteen (15) minutes.
- (d) A series of photos in a presentation format of various emergency calls and training evolutions will be shown to each candidate and prescribed and relevant questions will be asked about each photo.
- (e) Applicants must have eight and one half (8½) years of completed service with the Oakville Fire Department unless there is mutual

agreement between the parties to this Agreement to lower the requirements.

10.09 **Platoon Chief and Assistant Platoon Chief**

- (a) Competition for Platoon Chief shall be limited to those individuals who have attained the rank of **Assistant** Platoon Chief, unless there is mutual agreement between the parties to this agreement to lower the requirements
- (b) Competition for **Assistant** Platoon Chief shall be limited to those individuals who have attained the rank of Captain with five (5) years' experience unless there is mutual agreement between the parties to this agreement to lower the requirement.
- (c) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs, and the Director of Human Resources, or designate who shall be another member of the Oakville Human Resources Department.
- (d) The Selection Committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn from the Ontario Fire Service Standard's Senior Officer Book and the Oakville Fire Department's Platoon Chief Training Manual.
- (e) Upon attaining the overall mark of 75% (or greater), and obtaining a minimum mark of 50% in each component of the process, the employee(s) shall be placed on the **Assistant** Platoon Chief Promotional List / Platoon Chief Promotional List, in the order of the marks until a promotion is available or for **twenty-four (24)** months from the date the successful candidates list is created.
- (f) A series of photos of various emergency calls will be shown in presentation format to each candidate and prescribed and relevant question will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined question is answered a mark shall be given for answering it.

10.10 **Chief Fire Prevention Officer and Assistant Chief Fire Prevention Officer**

- (a) Competition for Chief Fire Prevention Officer and Assistant Chief Fire Prevention Officer shall be limited to current Fire Prevention Officers who have a minimum of five (5) years completed service as a Fire Prevention Officer, and ACFPO, persons who have attained the rank of Captain, or, **Assistant** Platoon Chief, or Platoon Chief, or employees, unless mutually agreed upon between the parties to this Agreement to

lower the requirements.

- (b) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or designate who shall be a member of the Oakville Human Resources Department.
- (c) The selection committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn directly from: the Ontario Fire Service Standard's Fire Prevention Officer Book, the Oakville Fire Department's Fire Prevention Training Manual, the Ontario Fire Code, the Ontario Building Code, and the Oakville Fire Department Chief Fire Prevention Officer Training Manual.
- (d) A series of photos of various fire scenes, sprinkler systems, alarm panels, fire plans will be shown to each candidate in a presentation format and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable.

10.11 Chief Training Officer and Assistant Chief Training Officer

Competition for Chief Training Officer and Assistant Chief Training Officer shall be limited to current ACTO, Training Officers, persons who have attained the rank of Captain, **Assistant** Platoon Chief, Platoon Chief, unless mutually agreed upon between the parties to this agreement to lower the requirements.

- (a) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or designate who shall be a member of the Oakville Human Resources Department.
- (b) The selection committee will develop a series of questions that will be used in a structured interview with each applicant. The questions shall be drawn directly from the Ontario Fire Service Standard's Training Officer Book and the Oakville Fire Department's Training Officer Program Resource Manual.
- (c) A series of photos of various fire scenes, training evolutions, and departmental equipment will be shown in a presentation format to each candidate and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable.

10.12 Assistant Deputy Chief

- (a) Competition for Assistant Deputy Chief shall be limited to those individuals who have attained the rank of **Assistant** Platoon Chief (with minimum one (1) year experience), or Platoon Chief unless mutually agreed upon between the parties to this Agreement to lower the requirements.
- (b) A selection committee of four (4) persons shall be formed including the following positions: Fire Chief, two Deputy Fire Chiefs and Director of Human Resources, or a designate who shall be a member of the Oakville Human Resources Department.
- (c) The selection committee will develop a series of questions that will be used in a structured interview with each applicant.
- (d) Assistant Deputy Chief applicants will also be required to give a fifteen (15) minute oral presentation to the selection committee on a pre-assigned topic and respond to questions from the selection committee on the presentation. The candidates are to be informed of the topic thirty (30) days prior to the date on which the presentation is to be given. Time limits may be waived by mutual agreement between the parties to this Agreement.
- (e) A series of photos of various emergency calls will be shown to each candidate in presentation format and prescribed and relevant questions will be asked about each photo. The candidate will be scored as to whether they mentioned all or any of the answers that the selection committee has predetermined to be acceptable. The marking scheme for the photo scenarios will ensure that no subjectivity exists, meaning that if a predetermined question is answered a mark shall be given for answering it.
- (f) In the event the Corporation determines that short listed candidates for the position of Assistant Deputy Chief are to be interviewed following the process outlined herein, the process shall include a structured interview in the same manner as set out in 10.11 (c) with the Association being advised of the questions to be asked.

10.13 The promotion criteria for any future positions within the bargaining unit that may be created shall be mutually agreed upon between the parties to this Agreement.

10.14 Any employee requesting a transfer back to Fire Suppression Division from another division will only be placed back at the position held before he/she transferred out of Fire Suppression if such a vacancy exists. If the employee held an acting rank before the transfer he/she shall be put back on the bottom

of the applicable acting list.

- 10.15 Interdivisional transfers of staff to the suppression division who were not originally hired into the suppression division requires that the employee desiring the transfer meet all the same requirements as a new hire. The employee will be placed as the third class fire fighter rate of pay and thereafter follow the normal progression and promotional testing through the ranks.**
- 10.16 Computer aided staff scheduling may be implemented, but not result in any loss of bargaining unit members. Overtime and Acting lists will be kept up to date and as open as permissible for viewing by all members.**

Article 11. ACTING EXCLUDED POSITION

11.01 Appointment

- (a) The Town will advise the Association in the event it intends to appoint an acting Deputy Chief or any other acting excluded positions in the Department (hereinafter the "acting excluded position" from the bargaining unit prior to the appointment being made and of the reason for such appointment.
- (b) Any appointment of a bargaining unit member to an acting excluded position will be on a voluntary basis. The individual will have the opportunity to consult with the Association on the proposed acting exclusion.
- (c) There will be no more than one (1) person filling acting excluded positions from the bargaining unit at any one time. There will be no more than two (2) persons appointed on an acting basis from the bargaining unit for any individual acting excluded position.
- (d) Association agreement will be required if a bargaining unit member is to be appointed an acting excluded position for a period of more than three (3) months. The Town will advise the Association of the reason for seeking an extension of the acting exclusion.
- (e) No person filling an acting excluded position will perform any bargaining unit work contrary to Article 12.08.
- (f) An individual from the bargaining unit filling an acting excluded position will be treated as on an unpaid leave of absence as per Article 21.04. For the duration of the three (3) month period seniority will not continue to accrue.
- (g) An individual appointed to an acting excluded position will be entitled to perform all managerial duties except for issuing discipline.

11.02 If the individual is not confirmed in the excluded position at the end of the three (3) month period or such longer period as mutually agreed, the individual can return to his former position with his seniority, as modified. The individual will

not be allowed to be appointed to any other acting excluded position for a period of at least one year following return to the bargaining unit.

- 11.03** Any resulting temporary vacancies in the bargaining unit that arise as a result of the appointment of an acting excluded position will be filled on an acting basis. If the Collective Agreement does not address the manner in which the acting bargaining unit position is to be filled, the parties shall agree on the basis for filling the position. Officer ranks will not be negatively affected due to these appointments.
- 11.04** The Association will not collect dues from a bargaining unit member filling an acting excluded position and will not be required to represent such person in respect of any actions that occur during the period the person is excluded from the unit.

Article 12. SENIORITY, LAYOFF AND RECALL

- 12.01** Seniority is defined as the length of service of an employee in the Fire Department of the Town of Oakville and shall be considered on a department-wide basis. Seniority shall be one (1) of the factors considered in determining selections for such things as promotions, transfers, demotions, lay-offs and recalls, and where set out in other provisions of this Agreement.
- 12.02** The Employer shall maintain a seniority list showing the name, job title and hiring date of each employee. An employee on the list shall have seniority rights from the date of hiring only after satisfactorily completing the required probationary period. An up-to-date copy of the seniority list shall be posted annually on all department bulletin boards and one copy sent to the Secretary of the Association.
- 12.03** An employee shall lose his/her seniority and his/her employment be considered terminated if:
- (a) he/she leaves the employ of the Employer of his/her own accord or he retires;
 - (b) he/she is discharged and such discharge is not reversed through the grievance procedure;
 - (c) he/she is laid off continuously for a period in excess of twelve (12) consecutive months;
 - (d) he/she is laid off and fails to return to work within five (5) working days after he/she has been notified so to do by the Employer by registered mail to his/her last address on record with the Employer;

- (e) he/she is away from work without permission for more than one (1) working day without reasonable cause.

12.04 The last employee hired shall, in the case of layoff, be the first laid off and the last employee laid off shall be the first recalled. When an employee is laid off the Corporation shall continue benefits as described in Article 17.01 (a), (b), **(i)**, **(k)** and **(m)** for a period not to exceed three (3) months and shall cease upon engaging in employment which provides coverage of said benefits.

12.05 Employees who have been laid off and subsequently recalled will have their length of service determined by the actual time they have been on the Employer's payroll, provided such recall is in accordance with Article 12.03.

12.06 The Employer shall not hire any new employee until all qualified former employees laid off within the previous twelve (12) months and who are available, are offered the opportunity of such employment. The rank of any previous employee accepting employment under this clause shall be recognized as it was at the time his/her previous employment with the Employer terminated.

12.07

- (a) At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Employer shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change and the date or dates on which the Employer plans to effect the change and the location or locations involved.
- (b) Within fifteen (15) days after the foregoing notice has been given, the Employer shall make disclosure to the Association of the effects of the change or changes on any employee.
- (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of the employee.
- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Employer of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for in The Fire Protection and Prevention Act "As Amended". The time limits provided in Section 6 shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.
- (e) No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization until

either the parties have reached agreement through negotiations, or the Board of Arbitration constituted hereunder has issued its award.

12.08 Except to the extent and to the degree agreed upon by the parties, no work customarily performed by an employee covered by this agreement shall be performed by another employee of the Employer or by a person who is not an employee of the Employer.

12.09 Platoon and Station Transfers

All transfers shall be based on seniority and shall occur according to the following criteria:

- (a) A request from an employee to transfer stations or platoons where a vacancy exists. If two (2) or more employees request the same station or platoon transfer seniority shall prevail.
- (b) A vacancy that exists that is not filled through requests, or through new hires, shall be filled with the employee with the least seniority.
- (c) For the purpose of this Article the employees with the same day seniority, a random draw will take place to determine the employee moved. The affected employees must have the option of being present during the draw on their own time.
- (d) Platoon or station transfers may occur when a demonstrated operational need arises **or if required to comply with legislation**. In **these cases** the Association and management shall meet to discuss the need, and then the above station/platoon move criteria shall apply.
- (e) When platoon re-alignment is operationally required due to an unbalanced vacation entitlement allotment (minimum 8% unbalanced), any platoon moves shall be determined before vacation selection is started and the moves shall take place on even hours the following January.
- (f) Transfers will be the duty of the Fire Chief and/or Deputy Fire Chief(s), according to the above criteria.

12.10 Same Day Hires

In cases of multiple hires on the same date the following process will be followed:

- (a) Badge numbers shall be randomly drawn in the presence of the Association President or designate.
- (b) Badge numbers shall be the basis for seniority as it pertains to all aspects of this Collective Agreement.
- (c) This process shall not change the seniority order of the new hires which occurred on September 2, 2008

Article 13.

HOURS OF WORK

13.01 The usual hours of work shall be an average of forty-two (42) hours per week in a four (4) week shift cycle, however, personnel employed in the fire prevention and the training office will work forty (40) hours per week based on a schedule approved by the Fire Chief and the Association. The normal workday shall include a lunch period of one (1) hour, which may be taken midway in the work period at the fire station at which the employee is posted.

13.02 Suppression Division

- (a) **Hours of work shall consist of 24 hour shifts. Employees must be off duty a minimum of twenty four (24) hours between 24 hour shifts, subject to the exigencies of service. Current schedule shall apply. See Appendix 'A'**
- (b) **Employees shall not work in excess of a forty-two (42) hour work week averaged over a 28 day cycle, excluding authorized overtime.**
- (c) **Shifts shall commence at 08:00 hours.**
- (d) **The Parties agree that all required reports shall be completed and submitted prior to the end of the shift. Where management determines that it is not possible to complete required reports by the end of the shift due to the call occurring in the last hour of the shift, there shall exist mandatory overtime, (paid at the rate of 1.5 times the appropriate rate of pay), for the purpose of completing and submitting the required reports.**

13.03 Training Division

The Training Division shall work a ten (10) hour day, four (4) day work week, alternating between a Monday to Thursday and Tuesday to Friday cycle. Training Division Staff will also vary between a 08:00 start time and 11:00 start to ensure Training Division is covered for the Suppression Division evening training session. The work day start time may be amended (flexible) with at least two (2) weeks' notice, unless mutually agreed upon.

The Chief Training Officer shall work five (5) eight (8) hour days per week. The Assistant Training Officer shall work five (5) eight (8) hour days per week when replacing the Chief Training Officer during a scheduled week off.

Training Division personnel scheduled on duty during statutory holidays will receive that day off as scheduled. In the event that Training Division Personnel are scheduled to be off duty during a statutory holiday, that day will be credited to the Training Division personnel as a float (lieu) day. Scheduling of the float

lieu shift will be subject to the approval of the Deputy Fire Chief of Training.

Training Division personnel once confirmed to instruct a mandatory training session shall not be able to book lieu days during the same time period of the mandatory training.

13.04 Prevention Divisions

The Fire Prevention Division shall work a 40 hour week over four 10-hour days, alternating between Monday to Thursday and Tuesday to Friday, with the exception of the Chief Fire Prevention Officer, Public Education Officer and Analyst who shall work a 5 day week.

The Assistant Chief Fire Prevention Officer shall work a 5 day week when replacing the Chief Fire Prevention Officer during a scheduled week off.

13.05 Authorized overtime shall be paid at the rate of time and one-half (1-1/2) the regular prorated hourly rate (1/84th of the bi-weekly salary rate for all employees working **suppression** and 1/80th of the bi-weekly salary rate for all employees working forty (40) hour work weeks) on the following basis:

- (a) Time worked in excess of an employee's regular hours of work of ten (10) minutes or more, shall be paid as overtime;
- (b) A credit of one (1) hour shall be granted for each additional hour or part thereof worked after the first completed hour of overtime as set out in (a) above;
- (c) When an employee is called out for duty from off duty hours or prior to the commencement of his/her regular shift, he/she shall be granted a minimum of three (3) hours pay at time and one-half (1-1/2) the regular prorated hourly rate, excepting where such call out is within three (3) hours of the commencement of an employee's normally scheduled shift, or when an employee is released upon his/her own request prior to the expiry of three (3) hours in which cases such employee(s) shall be paid at the overtime rate only for such time worked, subject to a minimum of one (1) hour.
- (d) It is understood that time owing shall not be awarded in the future and the provisions of Article 13.05 of the Collective Agreement shall be followed.

13.06 Fire Prevention On-Call

The Fire Chief or Deputy Fire Chief shall establish an on call list which ensures a Fire Prevention Officer, who is qualified to conduct fire investigations, shall be on call to conduct fire investigations at all times outside normal working hours as requested by the Platoon Chief.

The on call list shall be established in December of each year for the upcoming calendar year from all qualified members of the Fire Prevention Division. All qualified members shall be scheduled equally regardless of rank or seniority on a weekly basis.

The on call list will be established in one (1) week blocks.

Employees may exchange or assign on call assignment on a daily or weekly basis with any other qualified Fire Investigator, subject to approval by the Deputy Chief Fire Prevention.

Employees who are on call shall be paid for all hours on call at ten percent (10%) of the Fire Prevention Officer regular hourly rate.

13.07 When in the performance of his/her duties an employee is required to attend court during off duty hours, he/she shall receive credit of three (3) hours minimum overtime for each attendance and an additional credit of one (1) hour overtime for every additional hour or part thereof for attendance in excess of three (3) hours.

13.08 All witness fees excluding expenses awarded to an employee attending court in the performance of his/her duties, on or off duty, when he/she is paid as provided herein, shall be forfeited to the Employer.

13.09 Suppression Training

The Department may require employees to move from the 24 hour shift schedule to straight days, for training purposes, but not to exceed forty eight (48) hours per calendar year. Those hours may be a combination of eight (8) or twelve (12) hours days and may occur all in one (1) session or up to a max of two (2) sessions, not exceeding forty eight (48) total hours. **Ninety (90) days' notice shall be provided for training period scheduled between March 7 and December each year. 60 days' notice shall be provided for training which falls between January 1 and March 6 each year.**

(a) **The 48 hours of off shift training first scheduled each calendar year, shall be considered the annual mandatory training period. Mandatory training will not be scheduled during the months of June, July or August unless it is for the purposes of making up missed mandatory training due to illness or bereavement. When this is necessary it will be scheduled only during the Wednesday of the calendar currently in place.**

(b) Training as outlined in (b) above, will not take place on designated holidays. Remembrance Day is not a designated holiday. An employee identified as requiring the training, will not be required to report to his/her 24 hour shift(s) during the training course, ensuring that equal hours are worked. A minimum of twenty four (24) hours off duty will be given to any employee who is scheduled to straight days training following his/her 24 hour shift. The affected employee will be

given a minimum twelve (12) hours off duty following the training day before reporting to duty.

- (c) It is understood that the subject or scope of the scheduled mandatory training may be changed or amended, but at no time will prescheduled mandatory training be cancelled by Fire Management once confirmed with the affected employee.
- (d) The mandatory training schedule shall be created after the completion of all vacation selections. If an employee's vacation selection conflicts with the mandatory training schedule, he/she has the option (not obligation) of changing their vacation in order to attend. Where an employee elects to reschedule their vacation in order to attend mandatory training, the cancelled vacation must be re booked within twenty four (24) hours into an open vacation slot.
- (e) The training schedule will identify employees required to take the mandatory scheduled training, the dates and locations of the training available for each platoon, and the corresponding 24 hour shift(s) off.
- (f) Confirmation of required attendance will be given to each employee no later than **sixty or ninety days, as required in (b) above**, prior to the course start date.
- (g) Seniority will be the deciding factor for selecting all training courses and/or dates available.
- (h) Additional voluntary training may be scheduled. Seniority will be the determining factor for enrolment. (Criteria as in (h) above). **Voluntary training may consist of OFC courses, courses held at the Oakville Fire Training Campus and any other course mutually agreed to.**
- (i) Duty exchanges shall not be allowed while on mandatory training.
- (j) An employee, once confirmed for mandatory training shall not be able to book lieu days during the same time period of the mandatory training.
- (k) If an employee is unable to attend or complete the training due to a bona fide sickness, (physicians note required as per the language in the CBA), the employee may be rescheduled into the next available mandatory training period (min 60 days' notice). He/she may be required to have the mandatory training rescheduled into the following year in order to meet the mandatory training hours. The rescheduling would be in addition to the normal requirements for that calendar year.
- (l) An employee who has missed any of the mandatory training due to bereavement may be rescheduled for training by Fire Management (min 60 days' notice) to meet the requirements of mandatory training.

Article 14.

DESIGNATED HOLIDAYS

14.01

- (a) **In order to translate from practice under the old 10s and 14s schedule to the present 24 hour schedule, Employees in the Suppression Division shall be granted six and one half (6.5) days off each year in lieu of statutory and declared holidays and those days shall be taken as per 15.07. The half shift shall be added to the employees' vacation entitlement to round up the vacation to a full shift where the vacation entitlement includes one half (.5) shift.**

For those employees who do not have a vacation entitlement that includes one half (.5) shift, one half (.5) shift of the lieu entitlement shall be paid out on the first pay of the year

- (b) Employees in the Fire Prevention, Training and Administrative Division will receive the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day. The twelfth (12th) and thirteen (13th) lieu days may be taken according to the Rules and Regulations pertaining to vacations.

14.02 An employee with less than one (1) full year of service shall be granted designated holidays on a pro-rated basis.

14.03 Should the Governor General, Lieutenant-Governor, proclaim any other day as a public holiday such shall be considered as a fourteenth (14th) designated holiday.

Article 15.

ANNUAL VACATIONS

15.01 For the purposes of this Article, service shall be defined as the length of uninterrupted service as an employee herein and as an employee of the Employer, or one of its local boards as defined by The Municipal Act and shall be calculated as of the anniversary date of the employee's service in the year in which vacation is granted.

15.02

- (a) For employees working the 24 hour shift schedule vacation with pay shall be granted on the following basis respectively:

Service	Shifts Off-Duty
Less than 1 Year	.58/month for balance of year
1 Year	3.5 Shifts
3 Years	5.5 Shifts
9 Years	7 Shifts
16 Years	8.5 Shifts
23 Years.	10.5 Shifts

- (b) Only for employees working the forty (40) hour workweek, vacation with pay shall be granted on the following basis respectively:

Service	Shifts Off-Duty
Less than 1 Year	.83/month for balance of year
1 Year	2 Weeks
3 Years	3 Weeks
9 Years	4 Weeks
16 Years	5 Weeks
23 Years.	6 Weeks

15.03 Vacation Selection

- (a) The number of personnel permitted to be off duty for approved Departmental Leave is subject to **15.06**.
- (b) The Association and the Corporation agree that only full 24 hours shifts will be granted for vacation requests. A maximum of five (5) consecutive 24 hour shifts may be booked as one (1) vacation selection.
- (c) Vacation for PC/APC working on the same platoon and **Divisional Chiefs and their assistants** will be selected within the provisions of this Article save and except that not more than one person (PC or APC, **DC or assistant**) shall be granted time off on vacation at any one time.
- (d) Vacation periods may be booked only in full shifts, and not partial shifts.
- (e) **Day staff may book up to 2 weeks of their vacation allotment in days or half days.**
- (f) Seniority rights shall apply to only one vacation request until all members have had an opportunity to submit their requests. The same seniority rights shall then apply again for second and subsequent request in the same manner. A maximum of five (5) consecutive shifts shall be permitted per one vacation selection.
- (g) **All employees must submit vacation dates** prior to the year in which the vacation is to be taken according to the following timetable:
- (i) First choice selection shall begin no later than **October 1st.**
 - (ii) Second choice selection shall begin no later than **October 15th.**
 - (iii) Subsequent choice selection shall begin no later than **November 1st.**

- (iv) All vacation days for **all employees** must be submitted and booked by **November 15th**.
- (v) **All employees shall make their vacation selection in a reasonable time frame which will not cause delays in the above noted dates.**

- (h) Vacations may only be cancelled by the Fire Chief, or Deputy Fire Chief. After all vacations have been submitted, the Divisional Chief may authorize one (1) vacation change to an available time period, if so requested by staff. Additional changes may only be authorized by the Fire Chief, or the Deputy Fire Chief.
- (i) **Once an original vacation selection is moved or changed, that specific vacation selection or parts of it cannot be moved or changed again.**

One change to a portion of an original vacation selection will be allowed only if the remaining portion of the original selection is left undivided.

- (j) Vacation changes due to illness, injury, transfer, retirement, or termination may only be authorized by the Fire Chief, or Deputy Fire Chief, and such cancelled time will be made available to staff through the lottery process. Personnel undergoing a transfer to another shift shall have first (1st) choice for vacation on their new shift without competing in the lottery process.
- (k) When transfers are required, affected personnel's vacations will be frozen for a fifteen (15) day period. For employees transferred to another shift, their first annual vacation selection at the time of booking will be honoured by the Corporation. All subsequent picks will be for available time. Vacation selection will be completed within fifteen (15) days from the date of the published transfer notification. Subsequently, surplus vacation time will be made available to the remainder of the shift personnel through the lottery process.
- (l) **Same Seniority Date on the Same Platoon**

An "ABC" order will be determined by a random draw conducted by the Platoon Chief in the presence of the station #3 personnel. The order of the list is fixed and "rolls" each year. i.e. - the person with the first (1st) selection in the current year moves to the bottom of the list and all others move up. In the event that one of the persons in the rotation leaves the platoon, the remaining personnel continue in the same order on a rolling basis. Example- Employee A is followed by B who is followed by C. If A leaves the platoon, B continues to be followed by C etc.

(m) **New Platoon with Same Date Seniority**

That person will, for the first (1st) year, pick after the existing person or list. In subsequent years he/she will continue in the same order and move up as described above.

15.04 Except when otherwise approved in writing by the Fire Chief and the Director of Human Resources, no vacation allowance shall be carried from one (1) year to another, but shall be taken in the calendar year granted, or be forfeited. Exceptions will generally only be permitted in respect of vacation periods scheduled which are subsequently cancelled at the request of the Fire Chief due to exigencies of the service, or for a time which cannot be taken due to hospitalization, immobilization, or a physical inability to take his/her vacation, and which time cannot be accommodated at another time or times of the same year.

15.05 In any calendar year in which an employee who is eligible for vacation with pay under Article 15 on the basis therein set forth and such employee is permitted to take such vacation in advance of actual entitlement thereto and subsequently leaves the service of the Employer, the Employer shall be entitled to recover from such employee the value of vacation taken which has not been earned.

15.06 Determination of Suppression Vacation Allotment

The vacation and lieu day selection system shall be flexible enough to allow for at least 15% flexibility in the amount of available selection time, compared to the actual number of vacation and lieu days required, per shift.

Example: (2012 numbers)

A = Total vac and lieu shifts earned / platoon = 683

B = Total number of shifts / platoon / year = 92

Formula: $\frac{A + 15\%}{B}$ = total number of people off / platoon

(683 + 15% = 785.45 rounded up to 786, divided by 92 = 8.54 rounded up to 9 people off/platoon)

This total time off is inclusive of lieu days, vacation days, association leave and Oakville Fire Department business.

At the time of the vacation selection process, a calculation will be made to establish;

- (i) the vacation and lieu day time requirement for each shift,
- (ii) the time required to achieve the 15% flexibility, and,
- (iii) the remaining time available for Oakville Fire Department business.

At the conclusion of the vacation selection process (November 15) the Fire Chief and Deputy will meet with the Association Executive to determine any

available shift spots that will be booked off to accommodate the Oakville Fire Department operational requirements. A maximum of **5 shifts** with a total of 4 spots off will be identified for booking. Due consideration will be given to avoid "prime time" months if at all possible. Any other Oakville Fire Department business that is booked during the year may be booked 27 days in advance.

The selection system shall remain flexible to accommodate the needs of the department. Namely, to provide for 15% of staff off while maintaining an additional 15% of available time and yet still provide the necessary available time for operational requirements. When the system requires expansion, both parties shall meet to determine the appropriate action, i.e. additional space availability by expanding the number of staff off for the number of shifts required to maintain the system requirements.

This agreement for the **Suppression Division** vacation and lieu day selection shall be amendable by mutual agreement between the parties.

NOTE: Any reference to the term "Oakville Fire Department Business" contained in this article shall include the following activities: research and development, education, officer development and any duties normally performed by the Oakville Fire Department.

15.07 Lieu Shifts – Suppression

The number of personnel permitted to be off duty for approved Departmental Leave is subject to 15.06. Three Lieu shifts shall be used or booked by June 1st of each year.

Platoon Chiefs and **Assistant** Platoon Chiefs on the same platoon, shall follow the provisions of this Article when selecting lieu days save and except that not more than one (1) person (PC or APC) shall book time off at the same time.

Advanced booking time for Lieu Shifts shall not exceed one shift cycle (28 days) prior to the time requested.

For example, if someone wanted to take a Saturday day shift off, the advance booking time would be the Saturday 28 days prior at 0800 hours.

When time is not available for everyone who is requesting Lieu Time, a lottery is to take place.

Lieu shifts may not be cancelled except for a sickness that is certified as bona fide by a note from the employee's Medical Doctor/Physician. The bona fide note will contain the following information: date, illness commenced, under the doctor's care, and the duration of the illness. The dates on the Doctor's note must include the affected Lieu Days. Refer to Article 16.01(c) for requirements pertaining to a Doctor's note.

At least three (3) Lieu Shifts shall be used or booked by June 1st of each year. As of October 1st, the remaining lieu shifts may be booked for the remainder of

the calendar year (waiving the 28 day rule):

- (a) Platoons that are not on-duty October 1st, shall book lieu days upon their first scheduled shift after October 1st
- (b) Dates where no draws are required, shall be entered and confirmed prior to any draws being held.
- (c) All draws must be completed prior to any unsuccessful draw candidate re-submitting lieu requests

All Lieu Shifts shall be used within the calendar year unless authorized by the Fire Chief or a Deputy Fire Chief.

Any Lieu shifts not used within the deadlines **above**, will be booked on that employees' next available shift/openings.

In the event that an employee is off on Bereavement Leave, any Lieu Days that coincide with the Bereavement Leave will be returned to that employee.

Article 16. SICK LEAVE

16.01

On the occasion of a bona fide sickness of any employee who has been employed in an authorized position within the permanent establishment for at least three (3) months, leave of absence up to fifteen (15) continuous weeks with full pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits and length of service will be one (1) of the principal determining factors in deciding additional sick pay benefits, if any. References to fifteen (15) continuous weeks in the foregoing will read:

20 weeks for 10 years or more of service								
21	"	"	11	"	"	"	"	"
22	"	"	12	"	"	"	"	"
23	"	"	13	"	"	"	"	"
24	"	"	14	"	"	"	"	"
25	"	"	15	"	"	"	"	"
26	"	"	16	"	"	"	"	"
27	"	"	17	"	"	"	"	"
28	"	"	18	"	"	"	"	"
29	"	"	19	"	"	"	"	"
30	"	"	20	"	"	"	"	"

For calculation of the above only, successive periods of sickness shall be considered as one (1) period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period or unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

Absence from work because of sickness shall be reported to the dispatch centre, by the employee immediately upon the commencement of absence.

When an employee has had four (4) incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of sickness will be withheld for the first two (2) days **or (1) shift** of such occasions if the employee has not adequately substantiated his/her sickness as being bona fide.

For the purpose of this Article, pregnancy shall not be considered or accepted as bona fide sickness.

- (a) The return of employees to work on modified duties shall be in accordance with the Modified Work Program. Upon commencing modified work, the employee shall be deemed to be returned to full time employment.
- (b) Where a medical Doctor's/Physician's note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the absence(s) as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and Doctor/Physician's printed name and signature. The Doctor's note must be provided to management or designate within 7 days from the employee's date of return to work.

Reference to Doctor/Physician/Specialist means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

16.02

- (a) Employees who are absent from work due to illness must inform the communications division who will in turn notify the Divisional Chief, prior to the commencement of their shift and with as much advance notice as possible, of the absence and its expected duration (if known).
- (b) Whereby such an absence extends beyond three (3) days **or (2) shifts**, the employee shall then notify the Divisional Chief who will in turn notify either the Fire Chief, Deputy Fire Chief or Assistant Deputy Chief of any further absence and provide an estimated date of return. Upon return, the employee will submit a physician's note to support the absence. Where a medical Doctor's/Physician's note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the absence(s) as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and Doctor/Physician's printed name and signature. The Doctor's note must be provided to management or designate within 7 days from the employee's date of return to work.

Reference to Doctor/Physician/Specialist means an individual licensed to practice medicine by the Ontario College of Physicians and

Surgeons.

- (c) The Fire Chief, Deputy Fire Chief or Assistant Deputy Chief may request the submission of an Employee Work Limitation Form (EWLF); this determination will be based on the expected return- to-work date and/or the nature of the illness (if conveyed by the employee). Where an EWLF is deemed necessary, it shall be submitted within seven (7) days of the submission request.
- (d) Should an employee be absent for an extended period (i.e. beyond a cycle – 28 days), submission of subsequent EWLFs will be at the discretion of the Head of the Department, the Director of Human Resources, Deputy Chief or Assistant Deputy Chief. Such determinations will be made on a case-by-case basis taking into consideration the nature of the illness/injury (if known) or the indicated duration of the illness/injury if in excess of twenty-eight (28) days or any change in an employee's limitations as indicated on the previous EWLF.
- (e) The Head of the Department and/or the Director of Human Resources may require a physician's report regarding an employee's sickness at any time. The Corporation may request such report in writing; the report may be completed by the employee's personal physician and/or a specialist in occupational health or other relevant medical discipline. Where the opinion of a specialist is requested, the employee will be referred to a specialist in the appropriate field selected by his/her personal physician. The cost of any reports or referrals pursuant to this Article shall be borne by the Corporation.

16.03 If an employee is absent from work as a result of a compensable accident or illness and that employee co-operates in providing and ensuring his/her doctor(s) provides any information requested by the Workers' Safety and Insurance Board, or the Employer, in that respect:

For any absence in the pay period in which the accident occurred, the Employer shall pay the difference between the amount of salary or wages awarded by the Worker's Safety and Insurance Board and his/her normal wages or salary for such absence. When either amount paid under this provision is exempt from income tax, the total amount paid to the employee for such absence shall not be more than his/her normal earnings for such absence less the proportionate amount of income tax.

For any absence beyond the pay period in which the accident occurred, the Employer shall, during such absence:

- (a) advance to the employee on his/her regular pay day an amount equal to that which the Worker's Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Safety and Insurance Board will be paid to the Employer and the former amount

will be adjusted, if necessary, to equal the latter, and

- (b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his/her normal net take-home pay after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the Employer-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

No payments mentioned above shall be made in respect of any absence resulting from an injury or illness for which a permanent total disability pension or award is payable by the Workers' Safety and Insurance Board.

16.04 Modified Work Program

- (a) The Oakville Fire Department places a great emphasis on the health and well-being of its employees. It is our policy to make every reasonable effort to provide suitable alternate duties to an employee who is unable to perform his/her regular duties as a result of an injury, illness or diminished capacity. Employees shall be as defined in Article 2.03 of the Collective Agreement.
- (b) Modified work must be mandatory not only in the sense that the Corporation can require an employee to accept suitable modified work, but also in the sense, consistent with the duty to accommodate disability as defined in the Ontario Human Rights Code, that the employees who require it have entitlement to modified work where it is available.
- (c) The Town of Oakville and its employees are committed to developing and maintaining a safe and healthy work environment, which safeguards the health and safety of its employees.
- (d) **PURPOSE:**
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 work, which safeguards, the employee's health, reduces costs and lessens the adverse impacts on injured/sick employees.

The object of a Modified Work Program is to return an injured/sick employee to full duties through the process of matching the demands of the job to the abilities of the employee, including the necessary modifications to the demands of the particular jobs. The program must be so organized that it does not negatively affect sick leave entitlement, access to long-term disability benefits or accrual of seniority. The procedure for assessment of the capacity of an employee to perform the duties of available modified work must be

made in such a way as to protect the confidentiality of the employee's medical information. The information provided to the Corporation is limited to whether the employee is fit or unfit to perform the duties specified for the modified duties as well as any limitations placed on the performance of those duties.

The Modified Work Program will permit an employee a reasonable period of convalescence as identified by the attending physician on the Employee Work Limitation form.

(e) **GUIDELINES:**

An employee who is able to return to work on the Modified Work Program shall do so subject to the Modified Work Program Guidelines.

The modified work must assist the employee in returning to their original position if possible. The duration of the program will be determined at the commencement of the program whenever possible. This information shall be supplied as and when required to ensure that the modified work is appropriate to the injury/illness. (Refer to Article 16.02 of the Collective Agreement).

It is the responsibility of the employee returning to modified work to provide the Corporation with medical evidence of the limitations of the disability through the use of the "Work Limitation Form". This form has been prepared as two pages. Side "A" is a letter to the Doctor explaining the Modified Work Program and the examples of duties that can be performed by employees as modified work. Side "B" when completed by the physician, provides the Corporation with the information necessary to determine availability of modified work. The employee shall take this form to their physician. The form shall be faxed to the employee's physician only at the employee's request. The Corporation will not contact the employee's physician without the employee's authorization.

The creation of modified work must not result in a layoff, or in the displacement of any other employee, including an employee already performing modified work, unless that employee consents to the displacement. If there are more employees at any time requiring modified work than there is modified work available, the available duties must be assigned to the employees capable of performing them in order of seniority.

The duties assigned to modified work must be duties reasonably within or related to the usual duties of a Firefighter. If permanent modified work should be required, the Corporation will make every reasonable attempt to supply such modified work within the employee's department. Should such duties not be available, the Corporation will make every reasonable attempt to provide these duties in another department of the Corporation.

Every reasonable effort will be made to update missed training assignments while an employee is on modified duties. Refer to O.P. #8-12. 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 working hours.

Vacation entitlement during a modified work program shall be in accordance with the appropriate Article 15 of the Collective Agreement. Suppression personnel taking vacation during modified work will be assigned identical time off, and assumed to be working the platoon system.

(f) **MODIFIED WORK:**

A temporary modified work placement may be made on the platoon shift or on the day shift. Placement will be determined by the type of modified work required and available, the work limitation information as outlined by the physician and the final decision made by Fire Administration. **All employees who work a 24 hour shift schedule will be required to work modified duties on straight days, Monday through Friday whenever modified work is deemed necessary through an EWLF.**

In order to facilitate a return to full duties an employee may, when authorized by his/her physician, work on -shift modified. On-shift modified shall be limited to a maximum of 28 calendar days from the employees expected return to full duties date. Employees on the platoon shift will abide by all conditions of that platoon shift. Platoon transfers may be necessary to accommodate placement on the platoon system.

During incremental return to work (hours restricted by physician) such an employee will be accommodated on the 1/260 day shift system. An employee will be deemed to be returned to full time employment when the employee is capable of completing four (4) or more hours of work per day with the indication from their physician of progressive increases in these hours.

Employees on Modified Work will make every reasonable attempt to schedule therapy, treatments or medical appointments during off-duty hours. In the event that appointments conflict with hours of work employees will receive time off to attend such appointments and there will be no interruption of earnings or benefits.

(g) **ELIGIBILITY:**

In some instances, minor injuries/illness may not result in a time loss occurrence. In such cases, modified duties may be available immediately. An employee who is absent from work for a

convalescence period, defined in "PURPOSE", shall provide his/her department head with an Employee Work Limitation form to determine eligibility for Modified Work or return to full duty based on the information provided by the physician.

(h) **TYPES OF MODIFIED WORK:**

(i) **Platoon Structure:**

The following information provides examples of types of modified work. Although this is not a comprehensive listing, it does illustrate the commitment to modified work on a platoon structure basis. Every effort will be made to place employees in their respective divisions and on their own platoons.

There is an opportunity for a position in answering telephones, filing or data entry.

(ii) **1/260 Structure (day shift):**

If the employee's restrictions are such that he/she cannot fulfill the duties in a platoon structure, some examples of 1/260 modified work are:

Training: research, developing and delivery of training programs, clerical duties, record keeping, filing, data entry, assist in training division.

Administration: scheduling of maintenance, material research, stock ordering and control.

Fire Prevention: assisting Fire Prevention Officers with inspections, plans reviews, public education, filing, data entry, record keeping.

These guidelines may be modified from time to time with mutual consent of the Corporation and the Association.

16.05 Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle him/her to an action against some person other than the Town of Oakville elects to bring his/her own action against such person, such employee shall as a condition of such benefits being provided as aforesaid undertake to repay the amount of such benefits to the Town of Oakville out of the proceeds of any settlement or judgment in such action.

EWLF FORM SIDES A & B

SIDE A

FIRE DEPARTMENT
1225 Trafalgar Road
OAKVILLE, ON L6H 0H3
Telephone: (905) 845-7114
Fax: (905) 338-4403
Attn: Fire Chief

Date:

Dear Doctor:

RE: _____ (Patient)

The above named patient is an employee of the Town of Oakville Fire Department. As a result of injury or illness the employee may not be capable of carrying out his/her normal duties. To help facilitate recovery and return to work, our department will make every reasonable effort to provide suitable alternate duties.

There are a number of duties that can be performed by employees on modified work, based on their physical limitations.

Examples include the following:

- telephone answering, filing, data entry and working with various computer programs
- research, development and delivery of training programs
- assisting with fire prevention inspection or plans review, public education, filing, record keeping
- administrative duties including scheduling of maintenance, ordering and delivery of material.

Additional information on modified work is available upon request.

Please complete the reverse side of this letter to provide information that will assist us in determining if this patient can be accommodated within our modified work program.

Thank you for helping us to assist our employees.

Yours truly,

Fire Chief

**THE CORPORATION OF THE TOWN OF OAKVILLE
EMPLOYEE WORK LIMITATION FORM**

SIDE B

COMPLETED FOR CERTIFICATE OF ILLNESS MODIFIED WORK INFORMATION
 REGULAR UPDATE RETURN TO WORK

Dear Doctor:

The Town of Oakville is committed to fulfilling its obligations under the Workplace Safety and Insurance Act, the Ontario Human Rights Code and the Collective Agreement. We will attempt to accommodate our employee with modified or suitable alternative work. We will adapt the employees work situation, if necessary, to enable him/her to attend an ongoing therapy program while on modified work.

Personal information contained on this form is collected under the authority of the Municipal Act, R.S.O. 1990, c. M45, section 207, 45 and will be used to ascertain the scope of the duties the employee may be capable of performing.

PLEASE PRINT AND COMPLETE WHERE APPROPRIATE

NAME OF EMPLOYEE _____ DATE OF VISIT _____

ATTENDING PHYSICIAN _____

IS THIS A WORKERS SAFETY INSURANCE BOARD CASE (WSIB) YES _____ NO _____

1. Employee may return at once to NORMAL DUTIES ? YES _____ NO _____ (If YES, sign & date #7)

2. Employee may return to MODIFIED DUTIES:
YES _____ (If YES complete #3 to #7)
NO _____ Estimated Period of Convalescing: _____ (If NO sign and date #7)

3. Length of modified duty _____ Hours per day _____

4. EMPLOYEE LIMITATIONS

<p><u>LIFTING</u> ____ Not over 10 lbs. ____ Not over 20 lbs. ____ Not over 30 lbs. ____ Not over 40 lbs.</p>	<p><u>LIMBS & BACK</u> ____ Minimize repetitive use ____ Minimize bending or twisting</p>	<p><u>MOBILITY</u> ____ No prolonged standing ____ No prolonged sitting ____ No climbing ladders</p>
<p><u>EARS</u> ____ Keep dust out ____ Avoid excess noise</p>	<p><u>EYES</u> ____ Avoid dust or fumes ____ Avoid excess glare ____ Avoid fine work</p>	<p><u>RESPIRATORY</u> ____ Avoid over exertion ____ Avoid dust and fumes</p>
<p><u>CARDIOVASCULAR</u> ____ Avoid physical exertions</p>	<p><u>SKIN</u> ____ Avoid primary skin irritant</p>	<p><u>WOUNDS</u> ____ Keep clean & dry</p>

5. Please detail any other restrictions: (explain)

TREATMENT
6. Does employee require further treatment? YES _____ NO _____ TIME PERIOD _____

ATTENDING PHYSICIAN
7. SIGNATURE: _____ DATE: _____

Article 17.

OTHER BENEFITS

It is understood that the benefit coverage listed below will be at least equivalent to or greater than GWL Policy #20139.

A benefits card will be provided to active full time employees.

17.01 The Employer shall make available the following welfare benefits to the employees:

- (a) *The Ontario Health Insurance Plan (OHIP)*. The employer shall not pay the Ontario Health Premium on behalf of the employees.
- (b) *Extended Health/Drugs - Extended Health/Drugs* - an Extended Health Plan including semi-private hospital **and PSA testing**, with major medical benefit coverage for each family member with a **\$14.00 dispensing fee cap** for prescription drug coverage. **Effective January 1, 2013 dispensing fee cap increases to \$16.00.**
- (c) *Massage therapy* from a licensed therapist is available to employees and spouses through the insurer's policy to a maximum of \$800.00 in a benefit year (January to December), **Effective January 1, 2013 coverage increases to \$1,000.00. Effective January 1, 2015 coverage increases to \$1,200.00.**
- (d) *Athletic therapy* from a licensed therapist is available to employees and spouses through the insurer's policy to a maximum of \$800.00 in a benefit year (January to December).
- (e) *Chiropractic* – 100% of the costs of a licensed chiropractor, to a maximum of **\$800.00** per benefit year, per employee and dependent. In addition, a maximum of \$100.00 will be payable per benefit year, per employee and dependent, for x-ray examinations required by the licensed chiropractor.
- (f) *Hearing Aids*- **\$2,250 every 36 months** per employee and dependent. No employee, who is in receipt of hearing aids through WSIB, is eligible for this benefit.
- (g) *Speech Therapy*-100% coverage, per employee and dependent, to a maximum of fifty (50) visits per year.
- (h) *Wigs*-as prescribed by a doctor, following chemotherapy or radiation therapy up to a maximum of \$500 per person in a benefit year.

The parties agree to remove the per visit cap as it pertains to the psychologist coverage.

(i) *Life Insurance*

- (i) A group plan for life insurance plus accidental death and dismemberment benefit coverage equal to two (2) times the employee's annual salary rounded on \$1,000.00 or the nearest higher \$1,000.00 as provided through The Great-West Life Assurance Company Policy No. 20139, or equivalent.
- (ii) In the event that an employee dies from a Line of Duty Death (including a WSIB recognized presumptive illness as provided in Bill 221), then the spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age, shall receive an additional single payment equal to two times the deceased salary at the time of claim approval, on top of the regular life insurance cited above (see **i(i)** above), to a total benefit of four (4) times the salary.

(j) *Pension* - the Canada Pension Plan and the Ontario Municipal Employees Retirement System Plan.

(k) *Dental Care Plan*

- (i) A dental care plan to provide the equivalent of The Great-West Life Assurance Company coverage for Routine Dental Treatment, Denture Treatment to a maximum of \$2,000.00 in a benefit year (January to December); other Major Treatment at an maximum of \$3,000.00. **Effective January 1, 2013 coverage increases to \$3500.00.**
- (ii) Orthodontic Treatment - co-insured at lifetime maximums of \$3,500.00. **Effective January 1, 2013 coverage increases to \$4000.** Co-insurance and covered expenses are as outlined in Group Insurance Policy No. 20139.

For the purpose of Dental and Orthodontic benefits, coverage shall be based on the current ODA fee schedule.

(l) *Long Term Disability Plan* - an L.T.D. plan, including a two (2) year own occupation clause, with a benefit factor equal to 75% of the employee's monthly salary. The plan will commence immediately after sick leave benefits as referred to in Article 15.01 have been exhausted. A member's employment status will continue while he/she is receiving long-term disability benefits.

(m) *Vision Care Plan* - a plan, which would provide reimbursement of the purchase cost in a 24 month period to a maximum of \$550.00. **Effective January 1, 2013 coverage increases to \$600.00 in 2013 and effective January 1, 2015 to \$650.** This maximum is inclusive of eyeglasses and eye examinations. An individual may apply the cost of

one alternative corrective procedure, e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available for employee, spouse and dependents.

- (n) ***Naturopathy - Effective January 1, 2013, 100% of the costs of a licensed naturopath, to a maximum of \$500.00 per benefit year, per employee, spouse and dependant(s).***
- (o) ***Osteopathy - Effective January 1, 2013, 100% of the costs of a licensed Osteopath, to a maximum of \$500.00 per benefit year, per employee, spouse and dependant(s).***
- (p) *Retirement Allowance - during an employee's last year of service prior to retirement, he/she shall be granted an entitlement in time off or payment in the ratio of one (1) day for each year of service with the employer, including time spent on WSIB disability, STD or LTD.*

The payout for the employees who have worked in two (2) or more divisions shall be based on twelve (12) hours times the number of years in suppression and eight (8) hours times the number of years in all other divisions forty (40) hour workweek.

The calculation for said entitlement will be based on the salary being earned at the time of commencement of the disability for those on disability leave. The calculation for said entitlement for all others will be based on the salary being earned at the time of retirement, plus any contractual salary increases negotiated or awarded subsequent to the date of retirement for the year of retirement.

- (q) The Corporation shall provide each employee with a detailed booklet and updates as they occur, outlining all benefits described in Article 17 of this Agreement.
- (r) The Corporation will disclose to the Association any administrative changes to the benefit plan including changes in coverage and endorsements.
- (s) Where a medical Doctor's/Physician's note is required, such note shall be dated on or during the employee's absence and must adequately substantiate the absence(s) as bona fide. At a minimum, the medical note will also contain the following information: date, substantiation of the illness, and Doctor/Physician's printed name and signature. The Doctor's note must be provided to management or designate within 7 days from the employee's date of return to work.
- (t) Reference to Doctor/Physician/Specialist means an individual licensed to practice medicine by the Ontario College of Physicians and Surgeons.

17.02 Retirement Incentive Program

(a) Eligibility

Current active members who elect early retirement in accordance with OMERS regulations, during the term of this contract are eligible for the retirement incentive program provided they meet the following criteria:

- (i) Members must be within four (4) months of qualifying for an unreduced pension under OMERS regulations;
- (ii) Must be in receipt of an unreduced pension on retirement; and
- (iii) Must have had at least ten (10) years of unbroken service as a continuing full-time member of the Oakville Fire Department immediately prior to their time of retirement. For purposes of this eligibility, military leave will be counted as continuous service with the OFD.

(b) Notice:

Notice shall be provided by the eligible employee to the Fire Chief six (6) months prior to the employee's retirement date.

(c) Retirement Incentive:

- (i) The level of incentive is calculated on the basis of the difference between the annual salary for Senior First Class firefighter (9% recognition pay) and a "new hire" Firefighter over a five (5) year period.
- (ii) **Forty percent (40%)** of the above difference is payable in three (3) equal instalments as follows: 1st payment on the first pay period following the retirement, when final earnings are paid out; 2nd instalment on the pay period following the 1st anniversary date of retirement; and 3rd instalment on the pay period following 2nd anniversary date of retirement.

(d) Graduated Payments:

Early retirement incentive payments shall be graduated on the basis of distance from age sixty (60) thereafter as follows:

Age	Months	Percentage
55	60/60	x 100%
56	48/60	x 100%
57	36/60	x 100%
58	24/60	x 100%
59	12/60	x 100%
60	Nil	

- (e) **Example:**
The January 1, 2012 incentive valued at \$42,746. Is calculated as follows, based on 2012 First Class Fire Fighter rate:

Probationary Rate (6 mos)	\$18,026.
4 th Class Rate	\$36,051.
3 rd Class Rate	\$24,892.
2 nd Class Rate	\$16,308.
1 st Class Rate (18 mos)	<u>\$11,588.</u>
TOTAL	\$106,865.
Incentive at 40%	\$42,746.

- (f) **Retiree Benefits—Health Care Spending Account:**

The Corporation will provide a post-65 retirees' benefits expenditure plan for all members who are currently enrolled in the benefit plan including active and retired members less than 65 years of age in the amounts of:

- (i) Effective January 1, 2012 **\$2,600.00/ year**
- (ii) Effective January 1, 2014 **\$2,700.00/ year**

- (g) The above individuals must meet the following eligibility criteria:

- (i) The member must be qualified to receive an unreduced pension at the time of retirement in accordance with the terms of OMERS; and
- (ii) The member must be in receipt of an unreduced pension; and
- (iii) The member must have had at least ten (10) years of unbroken service as a continuing full-time member of the Oakville Fire Department immediately prior to their time of retirement. For purposes of these criteria, military leave will be counted as continuous service with the OFD.

- (h) The Health Care Spending Account is subject to the following terms and conditions:

- (i) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP) or such other public or Provincial insurance plan as may be applicable. Reimbursement will only be provided for medical or dental expenses to the extent those expenses exceed the coverage available from OHIP or another applicable public insurance plan.
- (ii) Out-of-Province Travel Insurance premiums may be submitted for reimbursement for the member, spouse to a

maximum amount of \$200 per year.

- (iii) The Health Care Spending Account shall be provided on a “per member” basis regardless of single/family coverage. The member may claim eligible expenses for him/herself or their spouse against the account as specified in the plans in place at the time the retiree reached the age of 65.
- (iv) Should the retired member die before the expiry of five (5) years from the first day of the month following his/her 65th birthday, the surviving spouse will continue to be eligible for the Health Care Spending Account until the expiry of this five (5) year period or until the surviving spouse remarries or equivalent, whichever occurs first.
- (v) The Health Care Spending Account is non-cumulative. There is no redeemable cash value. In the event that a member does not exhaust his or her maximum entitlement for the year, the balance may not be carried over into the subsequent year.
- (vi) Expenses recognized by Canada Customs and Revenue Agency are eligible for reimbursement under this Health Care Spending Account.
- (i) A member who retires and is eligible for a Health Care Spending Account during the currency of this Collective Agreement shall not be entitled to any future enhancements of retiree benefits under this provision unless such enhancement is specifically negotiated by the parties.

17.03 The employee shall, as a condition of employment, be enrolled in the hospital plan provided by the Ontario Health Insurance Plan, the life insurance plan as outlined in **(i)** above, the pension plans as outlined in **(j)** above, the dental care plan as outlined in **(k)** above, the L.T.D. plan as outlined in **(l)** above, and the family eye glasses plan as outlined in **(m)** above, all in accordance with the enrolment requirements of the respective plans.

17.04 The Employer will pay the total amount of the premiums for Article 17.01 (a), (b), **(i)**, **(k)**, **(l)** and **(m)**, as outlined above. The employee shall contribute to the pension plans in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. However, in the event of any legislation or regulatory change in the premiums or the hospital/medical benefit under the Ontario Health Insurance Plan, the Employer will pay only the premiums prescribed thereby. The five-twelfths (5/12ths) E.I. rebate payable to employees under the law will be retained by the Employer.

17.05 The contribution by the Employer shall be the agreed share of the rates applying to the employee's eligibility for the respective benefit. The employee

shall keep the Employer informed of any change in the employee's eligibility and if the employee does not keep the Employer informed, the employee shall be responsible for the difference in the cost of the premiums.

- 17.06** The parties hereto recognize the mandatory retirement age of sixty (60) as a bona fide occupational qualification and requirement for all Fire Fighters with the exception the **Fire Prevention Analyst**. All employees covered by this Agreement will be obliged to retire from such employment not later than the end of the month in which they reach their normal retirement age as identified by their respective OMERS plans. **The parties recognize that as a result of the health and safety risks to firefighters and to the community, any employee of the fire service who may be called upon at any time to engage in firefighter suppression activities shall be required to retire at age sixty (60).**
- 17.07** The Employer shall continue the benefit coverage as outlined in clauses 17.01 (a), (b), **(k)**, **(m)** and life insurance in the amount of \$5,000 until an employee reaches his/her sixty-fifth (65th) birthday, provided that the employee:
- (a) with normal retirement age sixty (60) (NRA 60) retires at the end of the month in which he/she reaches his/her sixtieth (60th) birthday, or retires due to disability, or if he/she has attained the "85 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixtieth (60th) birthday, and
 - (b) with normal retirement age sixty-five (65) (NRA 65) retires before the age of sixty-five (65) either because of disability or has attained the "90 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixty-fifth (65th) birthday, and
 - (c) has no other means of access to such coverage at less cost.
 - (d) a person who is between the age of 60 – 65 and is the spouse of a retired firefighter who qualified for 'retiree benefits' under this section will be eligible to participate in the semi-private hospital, major medical, basic dental or major restorative plan until they reach age 65. The retiree will pay both the retiree and the Town portion of the premium to continue this benefit coverage.
 - (e) In the Benefits Booklet the term Athletic Therapist is replaced with the term Occupational Therapist.
- 17.08** The Employer shall continue to provide benefits described in Article 17.01 (a), (b), **(k)** and **(m)** to the widow/widower of any employee or retired employee at no cost to the widow/widower for a period of six (6) months, unless he/she is engaged in any employment which provides coverage for said benefits. Thereafter, until he/she remarries, reaches sixty-five (65) years of age or engages in any employment which provides coverage for said benefits, the

widow/widower may continue to receive said benefits by payment to the Corporation of the full premium cost for each benefit.

17.09

- (a) Should a full-time employee be killed in the line of duty or die through injuries or illness as recognized by the Workers' Safety and Insurance Board, their spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age shall receive supplementary income in addition to any income due under the OMERS Pension Plan, Canada Pension Plan and Workers' Safety and Insurance Board to total the member's salary at the date of death. Such supplementary income shall be paid until the date that the full-time employee would have reached his/her normal retirement age or until the surviving spouse remarries, whichever occurs first. Where there is no spouse, payment of such supplementary income for dependent children will continue until the day they reach twenty-one (21) years of age.
- (b) In the event that an employee dies from a Line of Duty Death (including a WSIB recognized presumptive illness as provided in Bill 221) the deceased member's spouse, or dependents while under the age of 21, will continue to receive benefits as described in 17.01(a), (b), **(k)** and **(m)** above, equal to those benefits received prior to his or her death until the deceased would have reached the age of 65.

17.10 Should a Fire Fighter, as defined in the Fire Protection and Prevention Act, become unable to perform his or her job for reasons of physical or mental disability incurred on the job, the Employer shall make every effort to place the employee in another position within the confines of the Fire Department if a suitable position is available. If this is not possible, the Employer shall make every effort to place the employee in another position with the Employer if a suitable position is available. Suitability will be determined by the requirements of the position and the capability of the employee to fulfill them. The employee's service with the Employer will, as it relates to entitlement to vacation and other employee benefits, continue to be respected in accordance with the provisions of such benefits under the conditions of employment in the new position.

Article 18. SALARIES

18.01 For the purpose of this memorandum only:

- (a) Annual salary rates shall be paid in accordance with the following schedule and applies to employees on staff at the date of the signing of this Agreement, and those who become employees subsequent to the signing of this Agreement.
- (b) Any Captain who has graduated from the Ontario Fire College Company Officer Training Program, or a program deemed equivalent by the Fire Chief, shall be paid at the 117% Captain (Certified) rate,

beginning the first pay period after the date at which the certification is received.

- (c) Any Captain or Acting Captain currently enrolled in the Company Officer Training Program shall be paid at the rate of Captain (Certified) providing the candidate successfully completes one (1) credit per year until certification is complete.
- (d) Any current Acting Captains shall be enrolled in the Company Officer Training Program and upon completion of their first credit shall be paid at the Captain (Certified) rate (while acting) providing they complete a minimum of one (1) credit per year until certified.
- (e) All other Captains shall be paid at the current rate (115%) until such time as they are fully certified in the Company Officer Training Program or equivalent.

Effective January 1, 2014:

Captains who have not completed Levels 1 and 2 of the Company Officer Training Program shall continue to be paid 117% until they have completed the required training at which time they will be paid 120% of the First Class wage rate.

Acting Captains shall be paid 115% of the First Class wage rate. On completion of Level 1 and 2 of the Company Officers Training Program shall receive 120% of the First Class wage rate.

- (f) **Effective January 1, 2012 Assistant Platoon Chiefs who have completed Level 3 of Company Officers Training Program shall be paid 122% of the First Class wage rate of pay and will be renamed Assistant Platoon Chief. When performing full duties of the Platoon Chief they shall be paid the Platoon Chief rate of pay (135%). It is understood the Assistant Platoon Chief shall be assigned to the pumper in the same station as the Platoon Chief.**

Classification	%	Jan 1/12	Jan 1/13	Jan 1/14	July 1/14	Jan 1/15	July 1/15
	Increase	3%	3%	1.5%	1.5%	1.5%	1.5%
Assistant Deputy Chief Platoon Chief	135%	\$115,877	\$119,354	\$121,144	\$122,961	\$124,805	\$126,677
Chief Fire Prevention Officer Chief Training Officer	125%	\$107,294	\$110,513	\$112,170	\$113,853	\$115,560	\$117,294
Assistant Platoon Chief (Certified)	122%	\$104,719	\$107,860	\$109,478	\$111,120	\$112,787	\$114,479
Asst. Chief Fire Prevention Officer Asst. Chief Training Officer	118%	\$101,285	\$104,324	\$105,888	\$107,477	\$109,089	\$110,725
Captain (Certified) Assistant Platoon Chief	117%	\$100,427	\$103,440	\$104,991	\$106,566	\$108,164	\$109,787
Captain (Certified 2014)	120%			\$107,683	\$109,298	\$110,938	\$112,602
Captain Public Ed & Special Projects Officer Training Officer Suppression Division Technician	115%	\$98,710	\$101,672	\$103,196	\$104,744	\$106,315	\$107,910
Probationary Training Officer	110%	\$94,419	\$97,251	\$98,710	\$100,190	\$101,693	\$103,219
Fire Prevention Officer	107%	\$91,843	\$94,599	\$96,018	\$97,458	\$98,919	\$100,403
Fire Prevention Analyst	100%	\$85,835	\$88,410	\$89,736	\$91,082	\$92,448	\$93,835
1st Class Fire Fighter	100%	\$85,835	\$88,410	\$89,736	\$91,082	\$92,448	\$93,835
2nd Class Fire Fighter	90%	\$77,252	\$79,569	\$80,762	\$81,974	\$83,203	\$84,452
3rd Class Fire Fighter	80%	\$68,668	\$70,728	\$71,789	\$72,866	\$73,958	\$75,068
4th Class Fire Fighter	70%	\$60,085	\$61,887	\$62,815	\$63,757	\$64,714	\$65,685
Probationary Fire Fighter	67%	\$57,509	\$59,235	\$60,123	\$61,025	\$61,940	\$62,869

- (g) It is understood that if during the term of this agreement the HRP A negotiates with the HRPSB an annual 1st class police constable wage rate that exceeds that provided to the 1st class fire fighters by more than \$61, the Town will adjust the 1st class fire fighter rate to maintain the 1st class fire fighter annual wage at \$61 more than the 1st class police constable rate with the HRPSB.

Article 19.

SERVICE RECOGNITION

19.01

- (a) In addition to salary as set out in Article 18 the Corporation shall pay Recognition Pay based on the 1st Class Firefighter base rate to all employees in the Suppression, Training and Prevention Divisions based on their years of service in the Fire Department, as follows, effective the first (1st) day of January in which the appropriate employment anniversary takes place:

Effective Date	Recognition Pay
Effective January 1st	3% in the year in which 8 years' service will be completed
	6% in the year in which 17 years' service will be completed
	9% in the year in which 23 years' service will be completed

- (b) Amounts paid in Article 19.01(a) will be added to the members' base salary as set out in Article 18 and will form part of the members' regular annual salary for the purpose of determining the hourly rate.

It is understood that this hourly rate will be calculated as pensionable earnings as defined by OMERS and will be used to determine all entitlements under the collective agreement that are presently calculated on the basis of a member's hourly or regular annual salary.

Any monies owing for wage or recognition pay shall be paid out retroactively as of the effective date of ratification to all applicable employees, including those who may have retired or ceased employment during the duration of this Agreement.

Article 20.

PAY FOR ACTING RANK

- 20.01** When an employee, is assigned to a higher rank on a temporary basis, he/she shall be paid at the rate of pay for the higher rank provided the assignment is for not less than one (1) hour.

Article 21.

LEAVE OF ABSENCE

21.01 Association Business

Subject to the exigencies of the service, leave of absence with pay shall be given to members of the Association to address Association business, provided such leave does not exceed **a total of fifteen (15)** shifts per calendar year. Such leave shall be requested in writing to the Fire Chief or his/her designate at least ten (10) days in advance of the date when leave is required, unless such notice is impractical and shorter notice will be operationally workable.

21.02 Bereavement Leave

A bereavement period of the duration as shown following will, if requested, be recognized and arranged to meet the convenience of the affected employee:

- (a) Four (4) days - in the event of the death of either of his/her parents or person in loco parentis, his/her child, brother, sister, mother-in-law, father-in-law, or spouse, including a common-law spouse of not less than one (1) year's standing;
- (b) Three (3) - in the event of the death of his/her grandparents, grandchild, sister-in-law or brother-in-law, son-in-law, daughter-in-law.
- (c) An employee that has requested and received a bereavement period and has not used the entire bereavement allowance may request and receive the balance of the bereavement allowance as described in section (a) and (b) to a maximum of two (2) days, provided that it includes the day of the funeral, viewing, wake and/or any other rite. An employee requesting the balance of the bereavement allowance will make every effort to make the request as soon as reasonably possible and may require, at the discretion of the employer, documentation for the authenticity of the request.
- (d) A Suppression employee eligible for bereavement as noted above, will be entitled to a maximum of two (2) 24 hour shifts off duty, **immediately following notification of the death**, but not to exceed nine (9) calendar days, including the date of death.
- (e) **Bereavement leave will be extended in accordance with (a), (b), (c) or (d) above in the event that more than one family member dies during a period of bereavement leave.**
- (f) Any day in an above period on which the employee would otherwise have worked shall be a day off with pay.

21.03 Pregnancy/Parental Leave

- (a) Pregnancy/parental leave without pay, but without loss of benefits or seniority will be granted for the period as outlined in the Employment Standards Act, 2000 S.O. 2001 c.9, Schedule. I, s.1, as amended.
- (b) A full time permanent employee who is eligible for, and is granted, maternity and/or parental leave under this Article, and
 - (i) Commences maternity or parental leave on or after ratification of this agreement and
 - (ii) Has completed twenty-four (24) months of continuous service in this bargaining unit on the date the employee's pregnancy or parental leave commences, and

- (iii) Qualifies for Employment Insurance pregnancy and/or parental leave benefits pursuant to Section 30 of the *Employment Insurance Act, S.C. 1996, c/23* as amended, and its regulations, is eligible to receive a supplemental employment benefit from the Town for up to a maximum of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave, or until the employee returns to work from the pregnancy or parental leave, whichever occurs first.

The supplemental employment benefit will be equal to the difference between 75% of the employee's normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of the employee's weekly Employment Insurance benefit and any other earnings.

Such payments will commence on the first pay period following completion of the two (2) week waiting period and receipt by the Town of the employee's Employment Insurance stub as proof the employee is in receipt of Employment Insurance pregnancy and/or parental leave benefits.

Should the employee become ineligible, or fail to qualify for, Employment Insurance pregnancy and/or parental leave benefits, the employee will become ineligible for supplemental employment benefits.

- (c) A member on maternity/paternity leave will be deemed as being at work for the purposes of this Article and references to defining continuous service.

21.04 Unpaid Leave

Employees may request a leave of absence according to the Corporation's present "Leave of Absence" Policy #07-01-07 and any future iterations of that policy.

21.05 Military Reservist Leave

Active full-time employees on an approved unpaid statutory Reservist Leave (as per the *Employment Standards Act, 2000*) will be eligible for a top up with respect to Extended Health Benefits excluding short-term disability, long term disability, AD&D and life insurance, and any other restrictions under the insurer's benefit policy, during the Reservist Leave to a maximum period of twelve (12) months.

21.06 Leave for Elections

Employees on duty the day of a Federal, Provincial or Municipal election agree to vote at an advanced poll or will arrange a duty exchange for voting on

Election Day.

Article 22. **RESIDENCY**

22.01 The Corporation of the Town of Oakville shall have no right to determine where an employee of the Oakville Fire Department shall make his/her place of residence.

Article 23. **FILLING OF VACANCIES**

23.01 Except by mutual agreement between the Corporation and the Association, vacancies arising under the collective agreement must be filled on a permanent basis within 120 days.

Article 24. **SUCCESSOR RIGHTS**

24.01 In the event the Employer considers consolidating, merging or amalgamating all or a portion of the Fire Service with any other department or organization, the Employer will ensure full disclosure at the earliest opportunity.

Where the Employer consolidates, merges or amalgamates all or a portion of the Fire Service with any department or organization and the Employer is not in contravention of legislation nor violating any legal rights beyond their control, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights.
- (b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized.
- (c) No employee is disadvantaged with regard to conditions of employment and wage rates.
- (d) No employee shall suffer a loss of employment as a result of the consolidation, merger or amalgamation

Article 25. **TERM OF AGREEMENT**

This Agreement shall remain in force and effect from **January 1, 2012 to December 31, 2015** and year-to-year thereafter until replaced by a new agreement. Either party of this Agreement may not more than ninety (90) days and not less than thirty (30) days prior to the expiry date of this Agreement, or subsequent anniversary date thereof, give notice in writing to the other party of its desire to amend, or otherwise alter or revise any part of this Agreement.

The Corporation agrees to provide both, electronic and printed copies of the following within ninety (90) days of reaching a new collective agreement:

- (a) Printed contract booklets for each employee
- (b) Two (2) electronic copies for the Association (one in PDF format and one in Word format)
- (c) Printed updated benefit booklets
- (d) One electronic copy of benefits
- (e) The Corporation agrees to allow the Association and/or its representatives, access to the Corporation's Benefit Policies (both current and Great West Life Policy #20139) as it relates to the Association member's benefits.

IN WITNESS WHEREOF the Employer of the first part has fixed its Corporate Seal and the hands of the proper officers on its behalf, and the Association of the second part has hereunder set its hands and seals.

**THE CORPORATION OF THE TOWN OF
OAKVILLE**



**Robert Burton
Mayor**

**THE OAKVILLE PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**



**Carmen Santoro
President**



**Cathie Best
Clerk**



**Paul Evans
Negotiations Committee**

Appendix "A"

24-hour Shift Schedule

24 hr - 2 off - 24 hr - 7 off - 24 hr - 1 off - 24 hr - 2 off - 24 hr - 2 off - 24 on - 2 off - 24 hr - 5 off

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

Change Over Schedule 24-hour Trial Period
Beginning January 4, 2009 (2B)

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Dec 29				Jan 1	Jan 2	Jan 3	Jan 4
10&14	1A/1B	1A/1B	2A/1B	2A/1B	2A/1A	2B/1A	2B=24
Jan 5				8	9	10	11
24	2A	1A	2B	2A	1B	2B	1B
	12	13	14	15	16	17	18
24	1A	2B	1B	1A	2A	1B	2A
	19	20	21	22	23	24	25
24	2B	1B	2A	2B	1A	2A	1A
	26	27	28	29	30	31	FEB 1
24	1B	2A	1A	1B	2B	1A	2B
Feb 2				5	6	7	8
24	2A	1A	2B	2A	1B	2B	1B