

COLLECTIVE AGREEMENT

BETWEEN:

**THE TOWNSHIP OF GEORGIAN BLUFFS AND THE MUNICIPALITY OF MEAFORD
AND THEIR JOINT BOARD OF MANAGEMENT
(hereinafter called "the Township")**

-and-

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 175 AND 633
(hereinafter called "the Union")**

Effective Date: July 1, 2020

Expiry Date: June 30, 2023

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ARTICLE 1 – PREAMBLE

- 1.01 This Agreement is entered into by the parties hereto so as to provide for orderly collective bargaining relations between the Township, the Union, and those individuals who fall within the bargaining unit.
- 1.02 It is the desire of the parties of this Agreement to co-operate in maintaining a harmonious relationship between the Township and the bargaining unit members and to provide an expeditious and amicable method of settling differences or grievances having to do with the application, interpretation, or violation of this Agreement. The common goal of the parties to this agreement is to contribute to the efficient operation of the Fire Department and to offer a better service to the citizens of the Township.

ARTICLE 2 – SCOPE/RECOGNITION

- 2.01 Township recognizes the Union as the sole and exclusive bargaining agent of all volunteer firefighters of the Inter Township Fire Department of the Township of Georgian Bluffs and the Municipality of Meaford working in and out of the Inter Township Fire Department Fire Hall, save and except the Fire Chief, Chief Fire Prevention Officer, Deputy Fire Chief, persons above the rank of Deputy Fire Chief, office and clerical staff and any persons covered by any existing Collective Agreement.
- 2.02 The phrase ‘working day(s)’ when used in this Agreement shall exclude Saturdays, Sundays and days on which the Township’s Administration Offices are closed.
- 2.03 Whenever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.
- 2.04 The Fire Chief, Deputy Fire Chief and Chief Fire Prevention Officer may perform the work of the bargaining unit but only to the extent their positions each have, up to the date of ratification of this agreement.

ARTICLE 3 – MANAGEMENT RIGHTS:

- 3.01 The Union recognizes and acknowledges that the management and direction of the working forces are fixed exclusively in the Township and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Township to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, suspend, demote, discharge or otherwise discipline bargaining unit members subject to the right of the members to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;

- (c) determine the nature and kind of business conducted by the Fire Department, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Township which shall remain solely with the Township;
 - (d) make, enforce and alter from time to time reasonable rules and regulations to be observed by the bargaining unit members. The Township will discuss and advise the Union, in advance, of any alterations, additions and deletions to the rules and regulations;
 - (e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 3.02 The Township agrees that these rights will not be exercised in a manner inconsistent with the provisions of this Agreement.
- 3.03 Should the Union or any Union member wish to use any room in the possession of the Township for Union business, then the Union or member may apply in writing to the Fire Chief or their designate, who shall decide whether the request should be granted.

ARTICLE 4 – BARGAINING UNIT MEMBER RIGHTS

- 4.01 The parties agree that individuals in the workplace should be treated with respect. Supervisors shall not exercise the rights of management in a discriminatory, degrading manner nor shall bargaining unit members be personally harassed. Any alleged violations of this provision are subject to the grievance procedure up to and including arbitration.
- 4.02 The Township and the Union shall not discriminate against bargaining unit members with respect to the terms or conditions of employment on the grounds of race, creed, colour, sex, marital status, family status, ancestry, place of origin, sexual orientation, age (as defined in the Ontario Human Rights Code) or Union activity. It is understood as per Article 4.02.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 No bargaining unit member will strike and the Township will not lock them out as per Section 42 of the FPPA. “Strike” and “Lockout” will be defined in the *Labour Relations Act, 1995* as amended from time to time.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 The parties agree that all bargaining unit members shall, as a condition of their position, become and remain members of the local union in good standing in accordance with the by-laws and constitutions of the Union.
- 6.02 Any new bargaining unit members hired after the signing of this agreement shall,

prior to the completion of their probationary period, make application for membership in the Union and shall become and remain, a member of the Union in good standing as a condition of their continued role with the Township.

- 6.03 The Township shall deduct the Local Union Initiation Fees and the weekly regular union dues and special assessments in the amount and manner specified by the Union by-laws and constitutions from each pay cheque due to each bargaining unit member and remit such monies by direct deposit and electronically submit a union dues submission form to be provided by the Union, on or before the 15th day of the month following the month in which such deductions are made. In the event the amount of Union dues is changed during the life of this agreement, the Township shall be given fourteen (14) days written notice prior to making the first new deduction.
- 6.04 The Township shall also provide to the Union, every six (6) months, a list of bargaining unit members with names, addresses, phone numbers and classifications; each list will include the names of members that have left the Township's service.
- 6.05 In the event that any bargaining unit member who is required to obtain and maintain membership in good standing in the Union is denied membership or is suspended or expelled from the Union, such a member may continue to work but the Township shall make the deductions specified at 6.03 of the Agreement. In such event, the Union shall send the Township a statement explaining the reasons for such action.
- 6.06 It shall be the Township's responsibility to show on each bargaining unit member's Annual T-4 slip, the full amount of union dues paid by such members during the previous calendar year.
- 6.07 The Union agrees that it will indemnify and save harmless the Township from all claims or actions arising out of or in any way connected with the collection of Union dues as far as the Township has fulfilled its own obligations included at Article 6.
- 6.08 The Township and the Union shall equally pay the cost of an adequate supply of collective agreement booklets as arranged through the Union.
- 6.09 The Township, the Union and the bargaining unit members, each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by any of them or their representatives or members because of an individual's membership or non-membership in the Union, participation or non-participation in the Union or because of their activity or lack of activity in the Union.
- 6.10 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Township.

ARTICLE 7 – UNION COMMITTEES AND STEWARDS

- 7.01 The Union shall have the right to select two (2) stewards to represent the bargaining unit members. The stewards shall be from among those members who

have completed at least one (1) year of service.

- 7.02 The Township will not be required to meet a total of more than two (2) representatives and/or stewards at any one time, in addition to any full-time representatives (Business Agents, etc.) who may be called in to assist the committee.
- 7.03 The Union shall notify the Township of the names of the stewards, and any changes as they occur.
- 7.04 The Union recognizes that stewards and members of the negotiating committee have regular duties to perform as bargaining unit members. Such bargaining unit members shall not, therefore, leave their regular duties for the purpose of conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission of their Chief. In return, these members will not lose any regular earnings for time spent in direct dealings with the Company. This shall not include any bargaining, mediation and/or arbitration proceedings.
- 7.05 All newly-selected bargaining unit members shall be introduced within one (1) month to a Steward and the Steward shall be allowed fifteen (15) minutes to give the new member a copy of the Collective Agreement.
- 7.06 The Union Bargaining Committee will consist of not more than four (4) bargaining unit members. These members shall be paid the current Practice rate for each day they attend negotiations. The Union will pay the difference based on “hourly rate after first hour” for all hours attended in negotiations.
- 7.07 The Township shall assume 50% of the cost of meeting rooms booked for negotiations. These rooms will be booked in a neutral location, within a reasonable distance of the Township.
- 7.08 The Union Grievance Committee will consist of not more than four (4) bargaining unit members. One steward involved with the grievance will be able to attend the grievance meeting and the Township will be informed in advance of the names of the Union attendees.

ARTICLE 8 – COMPLAINTS AND GRIEVANCES

8.01 All complaints and grievances shall be taken up in the following manner:

(a) Complaints

If a bargaining unit member has a complaint they wish to bring to the attention of the Township, they shall take the matter up orally with the Fire Chief or their designate. The member may, if they wish, be accompanied by a steward when discussing any complaint with their Fire Chief. Within five (5) working days after a complaint has been brought to their attention, the Chief will give their reply. If no settlement is reached, the complaint shall be dealt with as follows:

(b) Grievances

Step 1

The bargaining unit member and a union steward may, within five (5) working days after the reply at the complaint stage is received, present the written grievance to the Joint Board of Management. The Joint Board of Management or its designate shall give their written reply within five (5) working days.

Step 2

If no settlement is reached, the grievance may, within five (5) working days following the date of the said reply, be submitted to the Joint Board of Management, in writing. The Joint Board of Management will meet the Union Committee within five (5) working days after receipt to discuss such grievance. At this meeting, a full-time representative of the Union may be present at the request of either party. The Joint Board of Management will give their reply to the grievance, in writing, within ten (10) working days after the meeting has been held.

- 8.02 If a grievance is to be referred to arbitration, the request for arbitration must be made within thirty (30) calendar days after the date of the Joint Board of Managements reply to the grievance.
- 8.03 Any of the time allowances provided in this Article may be extended by mutual agreement between the parties concerned.
- 8.04 The Township may refuse to consider any complaint, the alleged circumstances of which arose more than fifteen (15) working days before being brought to the attention of the Fire Chief.
- 8.05 A bargaining unit member who is about to receive a suspension or a discharge is entitled to be accompanied by another bargaining unit member of their choice to act as a witness on their behalf only if no steward is available.
- 8.06 A grievance relating to a claim that a bargaining unit member, who has completed their probationary period, has been unjustly suspended or discharged shall be submitted in writing, commencing at Step 2 of the complaints and grievance procedure within five (5) working days of the effective date of the suspension or discharge.

ARTICLE 9 – ARBITRATION

- 9.01 When either party wishes to have a grievance referred to arbitration, it shall give written notice of such referral to the other party within thirty (30) calendar days of the Step 2 decision.
- 9.02 The Township and the Union shall endeavour to choose a mutually acceptable arbitrator who shall hear the arbitration. Should the Township and the Union fail within a reasonable period to agree to an arbitrator, then at any time either party can make an application to the Ontario Ministry of Labour requesting them to appoint an arbitrator forthwith.

- 9.03 The decision of the arbitrator shall be final and binding upon both parties.
- 9.04 Without the agreement of the parties, no person shall be appointed as an arbitrator who has been involved in the grievance.
- 9.05 No matter shall be submitted to arbitration which has not been properly carried through all the required steps of the Grievance Procedure. Only grievances which arise through the interpretation, application, or alleged violation of the provisions of this Agreement, shall form the subject of arbitration.
- 9.06 The arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, annul, modify, or amend any part of this Agreement.
- 9.07 The fees and all related costs of the arbitrator shall be borne equally by the parties.
- 9.08 If the arbitrator decides that a discharge was without just and sufficient cause, the arbitrator may reinstate the bargaining unit member and may reimburse them for all time lost from the date of discharge up to the date of reinstatement or any other arrangement which is just and equitable.
- 9.09 Notwithstanding anything contained in this Collective Agreement, either party may request the Minister of Labour for Ontario pursuant to Section 49 of the *Labour Relations Act*, as amended, to refer a grievance to a single arbitrator.
- 9.10 Wage Grievance
Wage grievances must be taken up within fourteen (14) calendar days after the bargaining unit member has their disputed pay, otherwise they shall be deemed to be abandoned.
- 9.11 A policy grievance initiated by the Union or the Township, shall be submitted in writing, commencing at Step 2 of the grievance procedure, within fifteen (15) working days from when the circumstances giving rise to the grievance occurred or originated. The time limits may be extended by mutual agreement.

ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 10.01 Without limiting the right of the Township to assess performance and counsel a bargaining unit member, when the performance of a member calls for a disciplinary warning, suspension or discharge by the Township, the warning, suspension or discharge will be followed up in writing (with a copy forwarded to the Union office). A steward or Union Representative will be present at all discipline meetings. The Township will give a bargaining unit member one (1) calendar day notice before holding a disciplinary meeting. Investigations into alleged misconduct are not disciplinary meetings.
- (a) The Township acknowledges and agrees to practice the principle of progressive discipline and will utilize it where appropriate when disciplining Bargaining Unit Members.

Progressive discipline will progress through the following steps:

- i. Verbal Warning – formal
 - a. Only in the circumstance where a verbal warning from the Chief or Deputy Chief is to be given to a Member and if a Union Steward is not available, another Bargaining Unit Member who is available may be asked to represent the Member. The Member receiving the warning shall have the choice of the Bargaining Unit Member they want to represent them.
 - ii. Written Warning – formal
 - iii. Final Written Warning with Possible Suspension – formal
 - iv. Termination
- (b) A written disciplinary notice shall be removed from a Bargaining Unit Member's file provided the member has had no disciplinary notice for a period of twelve (12) months.

ARTICLE 11 – SENIORITY

11.01

- (a) Seniority will be recognized by the Township and will be based on the length of continuous service with the Township.
- (b) Seniority is the principle of granting preference to a member of the bargaining unit for promotions, demotions, scheduling, and layoffs in accordance with a member's bargaining unit seniority.
- (c) When a relief person(s) is needed as a result of the absence of the Fire Chief and or Deputy Fire Chief the relief person shall be chosen based on rank, seniority and availability.

11.02 Bargaining unit members will not attain seniority until they have completed a probationary period with the Township. Such probationary period will be one (1) year; however, should a probationary bargaining unit member complete such service, their seniority will be dated back to the commencement of their start date as long as such action is not arbitrary, discriminatory or in bad faith and in those circumstances any grievance is limited to alleging that the action is arbitrary, discriminatory or in bad faith.

A probationary bargaining unit member may be transferred, laid off or terminated, for any reason, without recourse to the grievance procedure.

11.03 When two (2) or more bargaining unit members are hired on the same day, their seniority order shall be determined by *random* draw to be conducted each time more than one (1) member applies for promotion, professional development, training and the temporary relief of the Fire Chief, Deputy Fire Chief and in cases of demotion, lay off and differences in scheduling. It is understood that this seniority will be rotated in the following situations; professional development, training and temporary relief of the Fire Chief and Deputy Fire Chief.

11.04 In case of lay-off and recall, the principle of seniority will govern provided the senior member of the bargaining unit has the ability and qualifications to perform the job.

11.05 Seniority lists for all bargaining unit members will be posted on the union bulletin board quarterly, a copy of which will be sent to the Union office by the Township.

11.06 In the event of a permanent layoff (a layoff that exceeds thirteen (13) weeks), each affected bargaining unit member shall be entitled to a week of working notice or pay in lieu (based on average weekly earnings of the preceding thirteen (13) weeks) for each completed year of service with a minimum of two (2) weeks of notice and a maximum of eight (8) weeks of notice. The notice can be all working, all pay or a combination of both, at the discretion of the Township.

11.07 Seniority On Recall

In the event that any bargaining unit member is laid off for lack of work, such a member will retain their seniority for up to and including twelve (12) months.

11.08 When recalling a bargaining unit member from a layoff, the Township will notify them by registered mail, the member must contact the Joint Board of Management to confirm their return to work arrangements within ten (10) working days of the registered letter being sent or shall provide a valid reason to the Township for their failure to contact the Joint Board of Management.

11.09 Break In Service

Seniority will be terminated and an individual will cease to be a bargaining unit member when they:

- (a) quit;
- (b) is discharged for just and sufficient cause and is not reinstated through the grievance procedure;
- (c) fails to return to work after completion of a leave of absence, unless a reason satisfactory to the Township is given by the member for the inability to return to work;
- (d) fails to report for work in excess of three (3) consecutive days unless a reason acceptable to the Township is provided; and /or
- (e) is laid off and not recalled for a period of twelve (12) consecutive months.

11.10 Recruit Firefighter Program

The Township will be limited to hiring and maintaining up to a maximum of seven (7) new Recruits for future Firefighter positions. The Recruits shall be re-classed after a time period of no greater than six (6) months even if a position is not available. Re-classed Recruits shall receive the wages, rights and obligations as a Probationary Firefighter as per but not limited to articles 11.02 and 32.02 Credit for time served as a Firefighter shall be credited to said Firefighter's one (1) year probationary period. Recruits shall be assigned a duty squad.

For the first six (6) months, Recruits will only attend practices and will be compensated at the probationary rate for practices. Upon hire, union dues will be deducted. After the six (6) months, Recruits will only attend calls for their assigned duty squad. Practices/training may be held on weekends, notice will be given by the Chief or Deputy Chief.

ARTICLE 12 – LABOUR MANAGEMENT MEETING

12.01 A labour management meeting will be held every three (3) months and will consist of a maximum of two (2) stewards along with a full-time representative of the Union and a maximum of two (2) representatives from the Township along with the Chief. The Labour Management Committee shall concern itself with matters of the following nature:

- (a) Considering constructive criticisms so that proper relations may exist between the Township and the Union.
- (b) Increasing operational efficiency by promoting cooperation between the Township and the Union.
- (c) Improving service to the public.
- (d) Promoting education and training of the bargaining unit members, and
- (e) Reviewing and discussing general areas of concerns.

ARTICLE 13 – HEALTH AND SAFETY

13.01 A Joint Health & Safety Committee with all the same roles and responsibilities as that set out in the *Occupational Health and Safety Act*, as amended, will be maintained with two (2) representatives from the Union who will be appointed by the Union.

13.02 Minutes of the meeting will be taken by the Union representative on the committee, and by a Township representative on the committee alternatively, and approved by the other committee members before being posted on the Union bulletin board and copied to the Union office.

ARTICLE 14 – JOB POSTING

14.01 Where a permanent vacancy or training course becomes available in the bargaining unit, such vacancy will be posted for a period of seven (7) calendar days during which time any member of the bargaining unit may apply in writing. If there are no successful applicants, the Township may fill such vacancies from outside the bargaining unit.

In filling a permanent vacancy, the Township will recognize the principle of seniority provided the senior bargaining unit member has the ability, experience, and qualifications to perform the normal requirements of the posted position. Where here above factors are relatively equal, seniority will be the determining factor.

The notice of vacancy will at minimum set out the following.

- (a) job title,
- (b) rate of pay of the job, and
- (c) date of posting.

ARTICLE 15 – MEDICALS AND IMMUNIZATIONS

15.01 The Township agrees to pay the cost for any required medical examinations or immunizations required in carrying out the duties of a bargaining unit member if deemed necessary by the Township or the Health and Safety Committee.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 For any medical leave, members must provide a medical note prior to return.

16.02 (a) If a member returns from an approved leave of absence of less than six (6) months, the member must complete any training sessions held during the leave, within 3 months, providing that the training is available.
(b) If a member returns from an approved leave of absence after being away six (6) months or longer, it is the member's responsibility to complete the missed training sessions held during the time away, including ITFD Fitness testing. For seasonal training, for example: ice water rescue, members cannot actively participate. Negotiating committee will review the ITFD Fitness testing.
(c) If a member is on an approved leave of absence for one (1) year or more, the leave is considered permanent unless the leave is for reason of illness, maternity or parental leave.

16.03 A leave of absence for a period in excess of thirty (30) consecutive calendar days may be granted by the Joint Board of Management to a bargaining unit member provided the member delivers a written request for the leave of absence at least twenty-one (21) calendar days prior to when the leave of absence is to commence. The request must contain the reason for the leave, the desired date of commencement of the leave, and the length of the leave. This notice period may be waived by the Township. The Joint Board of Management's reply will be given to the member in writing within seven (7) calendar days of the request being made. If granted, a leave of absence will be without pay. The decision whether to grant the leave of absence rests solely with the Township. Providing that there is not an adverse effect on the delivery of service to the community, as determined by the Joint Board of Management, such permission shall not be unreasonably withheld.

16.04 A bargaining unit member who is appointed or elected to a full-time position with the Union shall be granted a leave of absence without pay with no loss of seniority for a period of up to one (1) year. It is agreed and understood that such request must be made in writing to the Joint Board of Management, at least twenty (20) working days prior to the desired date of commencement of such leave. It is further agreed and understood that renewals of said leave of absence shall only be made

at the written request of a Senior Official of the Union ten (10) working days prior to the member's return to work and shall be subject to the consent of the Joint Board of Management. Such consent shall not be unreasonably withheld.

16.05 The Joint Board of Management shall grant an unpaid leave of absence with no loss of seniority to not more than two (2) bargaining unit members who are elected as delegates to attend Union conventions. The Joint Board of Management shall be given a written request for the leave ten (10) working days prior to the date of its commencement. The request for the leave of absence shall state the purpose of the leave and the duration thereof. While priority will be placed on the staffing requirements of Township, consent for such a leave shall not be unreasonably withheld. The maximum number of working days which can be taken by all bargaining unit members in a calendar year for such a leave of absence shall not exceed twenty (20) days.

16.06 Pregnancy Leave / Parental Leave

A bargaining unit member shall be entitled to pregnancy/parental leave equal to the terms and provisions of the *Employment Standards Act, 2000* as amended. Members returning from maternity/parental leave will be returned to the same shift and days if available by seniority.

16.07 Military Leave

A leave of absence upon four (4) weeks of notice and a letter from the Commanding Officer shall be granted to a bargaining unit member for the purpose of allowing such members to be provided with training in the Canadian Armed Forces during peace time, not to exceed one hundred and twenty (120) days per year. During such leave of absence, the member's seniority shall continue to accrue. In the event that such bargaining unit member serves in war time, such member shall be considered on a granted leave of absence until they are discharged from duty and they shall have ninety (90) days to report back to work. Upon return to work, the member shall be reinstated to their former classification, rate of pay, and with an accumulation of seniority for all time spent on such leave of absence.

Notwithstanding the above, in the event a bargaining unit member wishes to participate in an overseas NATO, UN, or any other sanctioned mission by the Canadian Armed Forces, the Township agrees, upon four (4) weeks' notice, to grant such leave. Such leave shall not be longer than eighteen (18) months in duration.

ARTICLE 17 – UNIFORMS

17.01 The Township will supply each bargaining unit member with a uniform, replacement will be on an as needed basis at the discretion of the Fire Chief which will consist of:

Fire Fighting Clothing

(a) one (1) bunker coat

- (b) one (1) helmet
- (c) two (2) pairs of gloves
- (d) one (1) pair of bunker pants
- (e) one (1) pair of boots
- (f) one (1) balaclava
- (g) one (1) pair of coveralls
- (h) one (1) pair or extrication gloves

(To be supplied within one hundred twenty (120) days of date of ratification, September 1, 2020. Negotiating committee will have the opportunity to provide input into the make of glove.)

Fire Fighting Equipment

- (a) one (1) two-way radio
- (b) one (1) green-light; the Township agrees that when a green light is replaced and/or new ones are purchased they will be the LED type.
- (c) one (1) set of safety medical equipment
- (d) one (1) set of associated equipment (batteries, charger, case) for items (a)
- (e) Regarding Cell Phone Usage, The Township shall reimburse on a quarterly basis any long distance charges incurred as a result of pages and responding to fire/emergency calls. The member will submit, quarterly, copies of their phone bills with fire call charges highlighted.
- (f) The Township agrees to provide each bargaining unit member with one (1) gear bag suitable for storing clean turnout gear and firefighting equipment. The Township agrees to provide at the scene Bio bags and/or garbage bags whichever is applicable to store dirty gear. The Township agrees to transport the dirty gear back to the Fire hall.

The Township agrees to replace gear bags with a better quality bag within one hundred twenty (120) days of the date of ratification. Damaged and/or contaminated gear bags will be returned to the Fire Hall immediately. Such bags will be laundered and or repaired and when necessary replaced. The Township agrees to include the Firefighters when making decisions concerning the replacement and repair of bags.

It is understood that soiled equipment will not be placed in gear bags.

- (a) one (1) shirt (short or long sleeves)
- (b) one (1) pair of pants

Dress uniform

- (a) one (1) pair of pants
- (b) one (1) tunic
- (c) one (1) shirt
- (d) one (1) hat
- (e) one (1) hat badge
- (f) one (1) badge wallet and one (1) badge (to be replaced as needed)
- (g) one (1) belt
- (h) one (1) tie
- (i) one (1) jacket
- (j) one (1) photo ID

17.02 It is agreed that if a bargaining unit member leaves the fire service, the member will return to the Township all items listed in Article 17.01.

17.03 Each bargaining unit member will receive a three hundred dollar (\$300) annual clothing allowance each February to cover personal clothing expenses related to instances when they are required to arrive at the scene of an emergency call directly.

ARTICLE 18 – VACATION PAY

18.01 The vacation year for the purpose of vacation pay calculation is the twelve (12) month period commencing January 1 and ending the following December 31.

18.02

- (a) Firefighters with less than five (5) years of service shall be paid at 4% of the bargaining unit member's gross earnings in the vacation year excluding vacation pay, to be paid no later than February 10th of each year.
- (b) Firefighters with five (5) years of service and greater shall be paid at 6% of the bargaining unit members gross earnings in the vacation year excluding vacation pay, to be paid no later than February 10th of each year.

ARTICLE 19 – INDEMNIFICATION OF FIREFIGHTERS

19.01 The Township agrees to indemnify bargaining unit members from personal liability and legal costs resulting from the performance of their duties for the Township.

ARTICLE 20 – SCHEDULE

- 20.01 All bargaining unit members will be assigned to a duty squad and each duty squad will be under the command of a Captain. Each duty squad shift on weekdays shall commence at 1800 and end at 600 the next day. The weekend duty squad shift shall commence at 1800 on Friday and end at 600 on Monday.
- 20.02 It is agreed that the schedule will not change without four (4) weeks notice.
- 20.03 It is understood that bargaining unit members may have full time jobs apart from their position with the Township and therefore every effort will be made by the Township to minimize changes to the schedule.
- 20.04
- a) A minimum of one (1) hour pay (at the first hour pay rates) will be paid to any bargaining unit member that responds to the station, or responds directly to the emergency scene.
 - b) When an emergency call occurs on a practice evening and the call duration goes past nine (9) pm, the Township Duty Squad required to attend such call shall be paid for all hours required past nine (9) pm at the second (2nd) hour rate of pay. Those from the responding Duty Squad shall be paid a minimum of one (1) hour at the second (2nd) hour rate.

ARTICLE 21 – AIR LIGHT TRUCK AND BACK UP DRIVERS

- 21.01 When an Air Truck (ALVS) operator is required the Township agrees to initiate a page for a First Officer and Firefighter who are not on call at the time. The call will be awarded on a first come first serve basis. If there is no response within a fifteen (15) minute time period the Chief and/or Deputy Chief will respond. Any respondents must be able to be at the Fire Hall within fifteen (15) minutes.
- 21.02 A page for back up drivers will be up to the Officer on duty to determine whether an Officer or Driver is needed on standby. The Officer/Driver must acknowledge within two (2) minutes on the radio that they can attend the Fire Hall. If there is no response after two (2) minutes, the Fire Chief and/or Deputy Fire Chief can respond.

ARTICLE 22 – BENEFITS

- 22.01 The Township will continue to pay 100% of the premiums of the current Volunteer Fireman's Insurance Services Inc. Accident and Sickness Program.

ARTICLE 23 – PROFESSIONAL DEVELOPMENT AND TRAINING

- 23.01 The Inter Township Fire Board of Management supports bargaining unit members to attend workshops, seminars and training courses which relate directly to their jobs within the Fire Board.

Registration fees for Workshops and Seminars directly related to the job, currently

being performed by the member and are recommended by the Fire Chief and/or the Joint Board of Management will be paid in advance by the Township and the member will be reimbursed for any associated expense related to the workshop/seminar upon submission of the receipts.

Firefighters will be compensated at the second (2nd) hour rate, for all hours attended at mandatory, ITFD provided training, conducted in addition to weekly training.

Members wishing to take educational or training courses to upgrade their qualifications must receive prior approval from the Fire Chief and the Joint Board of Management to be reimbursed for any expenses related to the course. The related fees for approved training courses shall be paid by the member and will be reimbursed by the Fire Board upon documentation of successful completion of the course by the member and the submission of applicable receipts.

A bargaining unit member shall have the right to apply to attend any unrelated education or training opportunity but such attendance shall be approved by the ITFD Board and will be without pay and all expenses will be paid by the member. The Board may authorize payment of expenses for educational training outside of the member's normal responsibilities where such training is considered to be in the best interest of the member and of benefit to the Fire Board and its succession planning initiatives.

If the member is terminated from, or leaves (for any cause), the ITFD within six (6) months of receiving reimbursement for training the member shall repay the Board the cost of the training on a pro-rated basis.

ARTICLE 24 – MEAL ALLOWANCES

24.01 The Township will reimburse bargaining unit members for up to Fifty dollars (\$50.00) a day for meals (ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty-five (\$25.00) for dinner) when they attend a training course or conference requested by the Chief or the Joint Board of Management. Receipts will be required to receive reimbursement and the maximum annual reimbursement for the bargaining unit shall be One thousand dollars (\$1,000).

24.02 Township

The Township agrees to provide a lunch style meal to all Firefighters during a long call (duration of four (4) hours or greater). If the Firefighter does not stay for the meal they will not receive compensation in place of the meal. It is understood the Township will make every effort to provide a lunch style meal when meal provider vendors are open for business.

ARTICLE 25 – ATTENDANCE

25.01 Unless a bargaining unit member's absence is justified, each member is required to:

- (a) respond to all alarms when the member is on duty.
- (b) respond to all alarms when the member has agreed to replace another member.
- (c) attend training sessions.

25.02 The Township agrees that no bargaining unit member will be disciplined for not attending events. It is understood that volunteer participation in community events is a key component of the ITFD.

ARTICLE 26 – PAID HOLIDAYS

26.01 If a bargaining unit member is required to work on a fire call on any of the following days, they will be paid 1 ½ times the regular fire call rate.

Family Day	Victoria Day	Civic Holiday
Good Friday	Labour Day	Thanksgiving Day
Easter Monday	Canada Day	Remembrance Day
		Boxing Day

26.02 If a bargaining unit member is required to work on a fire call on any of the following days, they will be paid 2 times the regular fire call rate.

New Year's Day	Christmas Day
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ARTICLE 27 – BULLETIN BOARDS

27.01 The Township shall provide a bulletin board in a satisfactory location in the fire halls for the convenience of the Union in posting Union notices. All such notices shall be signed by an authorized officer of the Union. A copy shall be provided to the Fire Chief at the time of posting.

ARTICLE 28 – WORKPLACE SAFETY AND INSURANCE BOARD

28.01 The Township will recognize participation in parades, all meetings, presentations and training related to fire service as activities related to their service as bargaining unit members for the purpose of being provided for Workplace Safety and Insurance benefits.

ARTICLE 29 – TERMINATION AND RENEWAL

29.01 This Agreement will become effective July 1, 2020 and will continue in effect until June 30, 2023, at which time it will be automatically renewed unless either party gives notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the expiry date of this Agreement and both parties will thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

In the event that negotiations for the renewal of this Agreement continue past the expiry date, the provisions of this Agreement will continue in full force and effect until such renewal is affected or until the Conciliation procedures under the Ontario *Labour Relations Act, 1995* as amended have been exhausted.

ARTICLE 30 – RETIREMENT

30.01 The Township will give assurance to the Union that it will address on an individual basis (with Firefighters and Probationary Firefighters active or on leave of absence on the date of ratification, September 1, 2020, the issue of mandatory retirement at age sixty-five (65).

30.02 When the retirement is extended beyond the age of sixty-five (65) the Township reserves the right to require annual medical assessments.

30.03 For all Firefighters and Probationary Firefighters hired after the date of ratification, September 1, 2020, mandatory retirement will be at age sixty (60).

ARTICLE 31 – PAY EQUITY

31.01 Any position requiring pay equity will be subject to the same process and tools utilized by the Township to review non-union and union positions for the purposes to satisfy the requirements of the Pay Equity Act and support internal and external alignment with job classifications and wages.

The Township agrees to notify UFCW 175 and 633 when such reviews take place and its effects on the Inter Township Fire Department.

ARTICLE 32 – WAGES AND RECOGNITION

32.01 2% wage increases to all classifications for each year of the term of the Collective Bargaining Agreement. The 2020 wage increases for all classifications will be paid retroactively back to July 1, 2020.

32.02 Wages are set out below:

		July 1, 2020	July 1, 2021	July 1, 2022
Fire Calls	1st Hour	\$49.43	\$50.42	\$51.43
	All Other Hours	\$31.69	\$32.32	\$32.97
On-Call	Officers	\$336.14 per week	\$342.86 per week	\$349.72 per week
	Drivers	\$303.04 per week	\$309.10 per week	\$315.28 per week
Practice		\$53.91	\$54.99	\$56.09

Probationary Wage Chart:

	July 1, 2020	July 1, 2021	July 1, 2022
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Fire Calls	\$24.74	\$25.23	\$25.73
Practice	\$53.91	\$54.99	\$56.09

Recruits Wage Chart:

	July 1, 2020	July 1, 2021	July 1, 2022
Practice	\$53.91	\$54.99	\$56.09

32.03 Calls after the one (1) hour minimum will be rounded up to the half hour.

Example: A call that is two (2) hours ten (10) minutes, the member will be paid for two (2) hours thirty (30) minutes. A call that is two (2) hour forty (40) minutes the member will be paid for three (3) hours.

32.04 When a Firefighter is required to be at the Fire Hall prior to practice or any training session, for the purpose of set-up/preparation for such training, they shall be paid for all hours required for set-up providing they have written authorization from the Chief or Deputy Chief at the second (2nd) hour rate.

32.05 Pay to be provided by direct deposit within ten (10) calendar days of the end of each month. The Township agrees to provide paper paystubs to any member upon their request. The Township agrees to include the member's call sheet with each pay stub.

32.06 Any member who responds to an emergency call between the hours of eleven (11) pm and six (6) am shall receive a minimum of the "First Hour" rate plus two (2) additional hours pay at the regular hourly rate.

32.07 The Township will pay each Bargaining Unit Member one (1) hours pay for attending their Annual Performance Appraisal that is administered outside of Practice Time. The date and time of such appraisal shall be scheduled by mutual agreement with the Township and the Member.

Each appraisal shall identify the member's strengths, weaknesses, opportunities for improvement, and areas for development. The member shall receive a copy of their performance appraisal. Performance Appraisals shall not be used in any disciplinary proceedings.

32.08 A Bargaining Unit Member shall be allowed to examine their complete personnel file, with the exception of any confidential written statement by a third party, upon reasonable notice and the member shall have the right to receive a copy of any material contained in their personnel file, with the exception of any confidential written statements by a third party.

32.09 Annually the Inter Township fire department Board of Management shall host a social function on the 4th Wednesday of September where all members of the fire department and a guest may attend free of charge (with exception of alcohol), The

cost of the social function shall be budgeted annually. Bargaining unit members shall be recognized for their years of service as of the calendar year in which their date of hire falls, with the Inter Township Fire Department as follows:

- (a) Bargaining unit members with five (5) years' service (gift or cash) in the amount of not less than Fifty dollars (\$50.00);
- (b) Bargaining unit members with ten (10) years' service (gift or cash) in the amount of not less than One hundred dollars (\$100.00);
- (c) Bargaining unit members with fifteen (15) years' service (gift or cash) in the amount of not less than One hundred and fifty (\$150.00);
- (d) Bargaining unit members with twenty (20) years' service (gift or cash) in the amount of not less than Two hundred dollars (\$200.00);
- (e) Bargaining unit members with twenty-five (25) years' service (gift or cash) in the amount of not less than Two hundred and fifty dollars (\$250.00);
- (f) Bargaining unit members with thirty (30) years' service (gift or cash) in the amount of not less than Three hundred dollars (\$300.00);
- (g) Bargaining unit members with thirty-five (35) years' service (gift or cash) in the amount of not less than Three hundred and fifty dollars (\$350.00);
- (h) Bargaining unit members with forty (40) years' service (gift or cash) in the amount of not less than Four hundred dollars (\$400.00).

Dated this _____ day of _____.

Signed For The Township:

Signed For The Union:

Dwight Burley,
ITFD Board Chair
Mayor, Township of Georgian Bluffs

David Guichelaar
Bargaining Committee Member

Brittany Drury
Acting Clerk
Township of Georgian Bluffs

Rick McNutt,
Bargaining Committee Member

Barb Clumpus
ITFD Board Member
Mayor, Municipality of Meaford

Jeremy Stewart,
Bargaining Committee Member

Matt Smith
Clerk
Municipality of Meaford

Diane Sanvido
Representative

Letter of Understanding #1

July 1, 2020

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: Member of the Sydenham Quadrant

In the event, the Municipality of Meaford withdraws from the Inter Township Fire Department, during the term of the Collective Bargaining Agreement, all Sydenham Firefighters will be reassigned to another quadrant. The exact quadrant will be agreed to in writing by the Chief and the Bargaining Unit member.

Yours Truly,

Inter Township Fire Department Board of Management

The Township of Georgian Bluffs and the Municipality of Meaford

Letter of Understanding #2

July 1, 2020

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: Green Light

The Township agrees to initiate a Green Light Awareness program and where possible collaborate with Grey County to place Green Light awareness signs in various locations.

Yours Truly,

Inter Township Fire Department Board of Management

The Township of Georgian Bluffs and the Municipality of Meaford

Letter of Understanding #3

July 1, 2020

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: After Hour Emergency Calls

This will confirm and clarify the agreement reached as per Article 32.06 between the Township and the Union during the recently concluded contract negotiations for the Collective Agreement expiring June 30, 2020.

The Town will give assurance to the Union that members who respond to emergency calls between these times will be paid the minimum of three hours regardless of the duration of the actual call. Members will not be expected to remain at the Fire Hall or on the scene of the call for the full three hours if the length of the call is less.

Yours Truly,

Inter-Township Fire Department Board of Management

The Township of Georgian Bluffs and the Municipality of Meaford

Letter of Understanding #4

July 1, 2020

Mr. Shawn Haggerty, President
United Food and Commercial Workers Union
Local 175
6628 Ellis Road
Cambridge, ON N3C 2V4

Dear Mr. Haggerty:

RE: Baseball Caps

This will confirm the agreement reached between the Township and the Union during the recently concluded contract negotiations for the Collective Agreement expiring June 30, 2020.

The Town assures that any Firefighter responding to a call will not be disciplined for wearing a baseball cap of their choice providing such cap is in good taste.

The Town agrees to approval of a cap designed and paid for by the members of the Firefighters Association.

Yours Truly,

Inter-Township Fire Department Board of Management

The Township of Georgian Bluffs and the Municipality of Meaford