

Association Agreement,
made pursuant to the terms of the *Fire Protection and Prevention Act, 1997*

Between:
The Corporation of the Town of Tillsonburg,
(the “Corporation”)

AND

Tillsonburg Fire Fighters Association
(the “Association”)

Effective: January 1, 2020 to December 31, 2022

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ARTICLE 1 GENERAL PURPOSE

- 1.01 The Corporation recognizes the Association as the sole bargaining agent for all suppression firefighters as defined by subsection 1(1) of the Fire Protection and Prevention Act, 1997 (FPPA) and the Establishing and Regulating By-Law, enacted by the Town of Tillsonburg.

ARTICLE 2 WAGES

- 2.01 The Corporation shall pay the Members of the Association in accordance with Appendix "A" to this Agreement, attached hereto and forming part of this Agreement.
- 2.02 The Corporation shall pay Members of the Negotiating Committee their regular hourly rate of pay per hour as defined in Appendix "A" for meetings directly with the Corporation's negotiating team. It is understood that all preparation time associated with negotiations prior to and in between meetings with the Corporation will be at no cost to the Corporation. Timesheets will be submitted immediately post meeting to the Fire Chief.
- 2.03 The Corporation shall make an annual Association payment by January 31 in accordance with Appendix "A" to this agreement. The Association payment amount shall be paid based on the number of Firefighters as set by the Establishing and Regulating By-Law in effect at December 31st the previous year.

ARTICLE 3 BENEFITS

- 3.01 The Corporation agrees that actively employed members of the Association, for which no coverage is available at their regular place of employment, be permitted to enroll in the Corporation's medical and/or dental insurance policy, on the clear understanding that the cost for such benefits be deducted from the Member's salary and is not to be paid for nor contributed towards by the Corporation.
- 3.02 The Corporation agrees to provide group life insurance in the amount of \$35,000 and AD&D coverage in the amount of \$75,000 to each member. The cost of such insurance shall be paid by the Corporation. The Corporation shall provide a copy of the insurance policy annually to the Association including clear instructions on how to file a claim for this insurance.
- 3.03 The Corporation agrees to provide 24/7 accident insurance coverage as developed by Volunteer Firefighter's Insurance Services, Inc. to each Member. The cost of such insurance shall be paid by the Corporation. The Corporation shall provide a copy of the insurance policy annually to the Association including clear instructions on how to file a claim for this insurance.
- 3.04 Gym Membership - The Corporation shall provide members a membership at the Tillsonburg Community Centre at no charge, and the member may choose to upgrade the membership to a family membership which shall be a taxable benefit and deducted from their pay as such.

ARTICLE 4 UNIFORM

- 4.01 Each member is eligible upon hire and shall be reimbursed up to \$180.00 for safety boots and subsequently every two years, or as deemed acceptable by the Fire Chief or his / her designate. Firefighters will purchase boots that are CSA approved and black in colour. Boots must be approved by the Fire Chief or his / her designate.
- 4.02 The Corporation agrees to provide each Firefighter with station wear upon their appointment as a Probationary Firefighter. The style of station wear shall be agreed upon by the Fire Chief or his / her designate and shall include the following:
- a. Two (2) collared shirts with approved shoulder flashes and epaulets
 - b. Two (2) pair of duty pants
 - c. One (1) tie
 - d. One (1) tie clip
 - e. One (1) Tillsonburg Fire Department badge for duty shirt
 - f. One (1) Tillsonburg Fire Department name tag for duty shirt
 - g. One (1) Black belt for pants
- 4.03 The Corporation agrees to provide each Firefighter with Class "A" Dress Uniform upon their appointment as a 2nd Class Firefighter. The style of Class "A" Dress Uniform shall be agreed upon by the Fire Chief or his / her designate and shall include the following:
- h. One (1) dress tunic
 - i. One (1) dress pant
 - j. One (1) dress shirt (Blue) with approved shoulder flashes and epaulets
 - k. One (1) dress belt
 - l. One (1) tie with tie clip
 - m. One (1) cap with badge
 - n. One (1) Tillsonburg Fire Department badge for dress tunic
 - o. One (1) Tillsonburg Fire Department name tag for dress tunic
 - p. One (1) pair of dress shoes
 - q. Years of Service marks, rank identifiers and service medals to be awarded as required
- 4.04 In addition to the above items, officers shall be issued the following:
- a. One (1) long sleeve dress shirt (White) with shoulder flashes and epaulets
 - b. One (1) short sleeve dress shirt (White) with shoulder flashes and epaulets.
 - c. One (1) pair of collar insignia for dress tunic and shirts
 - d. One (1) light weight jacket with approved shoulder flashes and epaulets

- 4.05 Station Wear and Class "A" Uniforms shall be replaced as required due to normal fire department wear and tear.

ARTICLE 5 MEDICAL COSTS

- 5.01 The Corporation shall cover costs for medicals associated with Members maintaining their DZ driver's license as per normal Ministry of Transportation requirements.
- 5.02 The Corporation shall cover costs associated with work related risk immunizations required for the health and safety of the Members that are not covered by OHIP.

ARTICLE 6 PROMOTIONS

- 6.01 The Corporation and the Association agree to promotional requirements in accordance with Appendix "B" to this Agreement, attached hereto and forming part of this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the interpretation, application, administration or alleged violation of the provisions of this Agreement.
- 7.02 The Corporation and the Association agree to the following grievance procedure to resolve concerns relating to this Agreement or any Corporation policy, procedure or guideline.
- 7.03 The Association shall appoint a Grievance Committee of three (3) members in accordance with its constitution and by-laws for the purpose of attempting to settle any grievances, which may arise, in accordance with the following procedure. The Association shall notify the Employer of the names of the employees serving as members of, and any changes in the Grievance Committee.
- 7.04 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the submission of the grievance.
- 7.05 The word "day" shall mean calendar day, excluding Saturdays, Sundays and statutory holidays, for the purpose of this Article. The following procedure shall

be utilized when a grievance is initiated by an employee, a group of employees, or the Association.

- 7.06 Should the Corporation fail to comply with the identified time limits, the Association may appeal immediately to the next step. Should the Association fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.
- 7.07 Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Before resorting to the Formal Grievance Procedure below, the complaint, which may lead to a formal grievance, should be discussed with the immediate supervisor, in an effort to resolve the complaint.
- 7.08 In the event that an employee covered under this Agreement believes he/she has a grievance, the employee shall, as quickly as possible, bring the matter to the Grievance Committee. The Grievance Committee shall give due consideration to any matter brought to it by a member, and if they are satisfied that there is just cause for a grievance it shall be reduced to writing, setting out the nature of the grievance and the remedy sought. The grievance shall then be taken forward as follows:

Step 1: Within five (5) days after the matter giving rise to the grievance first arose, the grievance shall be filed with the Fire Chief or Deputy Chief, and a meeting shall be scheduled as quickly as possible, to try to resolve the matter. The Fire Chief or Deputy Chief shall render his/her decision in writing within five (5) days from the date of the meeting.

Step 2: Failing satisfactory settlement within five (5) days after receiving the written decision under Step 1, the Grievance Committee, shall present the grievance, in writing, to the Manager of Human Resources, and a meeting shall be scheduled as quickly as possible, with the Manager of Human Resources, or their designated representatives, to try to resolve the matter. A decision shall be given in writing within fourteen (14) days after the grievance was first presented to the Manager of Human Resources.

Step 3: Failing satisfactory settlement within five (5) days after receiving the written decision under Step 1, the Grievance Committee, shall present the grievance, in writing, to the CAO of the Corporation, and a meeting shall be scheduled as quickly as possible, with the CAO or their designated representatives, to try to resolve the matter. A decision shall be given in writing within fourteen (14) days after the grievance was first presented to the CAO.

Step 4: Failing settlement through the procedures set out in Steps 1 and 2 above, the Fire Chief, the CAO (or designate), shall apprise Council of the Grievance.

Upon agreement of both parties the matter in dispute shall be submitted to a Mediation process.

Step 5: Failing settlement through the procedures set out in Steps 1, 2 and 3 above, the matter in dispute shall be submitted to a Board of Arbitration appointed in the manner set out in the Fire Protection and Prevention Act, 1997 and all relevant amendments thereto.

ARTICLE 8 LEAVE OF ABSENCE

- 8.01 If a member requests a leave of absence for any reason, the leave, if approved by the Fire Chief or his/her designate, will be for a maximum duration of twelve (12) months. At the end of twelve (12) months the firefighter must return or they will have been considered to have resigned unless the Fire Chief or his / her designate grants an extension. Leave of absence will not be granted during probation.
- 8.02 If a member requests a leave that falls within the Employment Standards Act (ESA), they would be granted said leave for the time allowed under the Act. From the time the leave is granted the firefighter's honorarium will continue to be paid for a period of three (3) months. At the end of the – three (3) months the honorarium would cease. If the leave is medical in nature, a physician statement will be required indicating the firefighter is fit to return to duty. If there are restrictions in place, the employer will review and determine if an accommodation can be made.

ARTICLE 9 VACATION

- 9.01 Vacation Time – Members shall be entitled to vacation time as set out in Table 9.01 and their honorarium shall continue to be paid while they are on vacation according to Appendix A.

Table 9.01	
Eligible Years of Service – Calculated by a total of years that the member has worked for the Tillsonburg Fire and Rescue Services	Vacation Time
12 months complete	Two weeks
4 years complete	Three weeks

10 years complete	Four weeks
18 years complete	Five weeks
25 years complete	Six weeks

9.02 All wages paid are inclusive of statutory vacation pay in accordance with the Employment Standards Act.

ARTICLE 10 PROGRESSIVE DISCIPLINE

10.01 Progressive Discipline – To the extent appropriate in the circumstances, the Corporation will follow a progressive discipline policy, with disciplinary consequences advancing in severity with each incident deserving of discipline. Any violation of a rule or policy contained in this Policy will be considered to be an incident deserving of discipline, notwithstanding that the rule or policy breached may not specifically describe discipline as a consequence.

10.02 In certain circumstances, having regard to the severity of the incident, affect the employee's performance, workplace habit or other workplace conduct, the Corporation may advance past a step or steps in the scale of progression, including directly to termination for cause. In cases of the least serious nature, the Corporation may repeat a step in the scale of progression.

10.03 The Corporation is not required to follow this policy for employees within their probationary period.

10.04 The Disciplinary Scale of Progression is as follows:

- i. Counseling
- ii. Verbal Warning
- iii. Written Warning
- iv. Suspension
- v. Termination

10.05 The procedure is as follows:

1. Verbal Warning: This warning will be issued on the first unsatisfactory performance and/or misconduct. A disciplinary memo will be completed and added to the employee's personnel file.
2. Written Warning: This warning serves to firmly call the employee's attention to continued unsatisfactory performance and/or misconduct. A disciplinary form will be completed and added to the employee's personnel file. The report will include the cause for warning, the employee's explanation, the recommended corrective action, and a statement concerning the nature of the anticipated disciplinary actions.

3. Final Warning/Suspension (without pay): The final warning serves to put the employee on notice that his or her unsatisfactory performance and/or misconduct is not acceptable and that failure to immediately correct the problem may be cause for more serious disciplinary action, including termination of employment for cause. A disciplinary letter explaining the serious nature of the incident, the duration of the unpaid suspension and the corrective action necessary for improvement accompanies the final warning. A copy of the final warning letter will be added to the employee's personnel file.
4. Termination/Dismissal: Reflects the employee's continued failure to correct unsatisfactory performance and/or misconduct.

ARTICLE 11 LABOUR MANAGEMENT

11.01 Labour Management Committee – The Association and the Corporation shall appoint a committee and establish a terms of reference to meet on a regular basis. The Association shall elect three representatives to sit on this committee and the Corporation shall appoint three representatives to be on the committee for management.

[SIGNING PAGE FOLLOWS]

Tillsonburg Fire Fighters Association

Dated this _____ day of _____, 2021

Name: DEAN TOWNSEND

Title: VICE PRESIDENT

Name: TERRY HILDEBRANDT

Title: ASSOCIATION REPRESENTATIVE

The Corporation of the Town of Tillsonburg

Dated this _____ day of _____, 2021

Name: STEPHEN MOLNAR

Title: MAYOR

Name: KYLE PRATT

Title: CHIEF ADMINISTRATIVE OFFICER

APPENDIX A

1. The Tillsonburg Fire and Rescue Services shall maintain a force that consists of the following*:

- 30 Part-Time Members in the following ranks:
 - 2 Platoon Chiefs
 - 4 Suppression Captain
 - 1 Special Operations / Training Captain
 - 4 Suppression Lieutenants
 - 1 Fire Prevention Officer/Firefighter**
 - 1 Public Educator/Firefighter
 - 17 Firefighters
 - 1st Class Firefighter
 - 2nd Class Firefighter
 - Probationary Firefighter

*Management reserves the right to review positions as they become vacant.

**Should a full time Fire Prevention Officer be hired, this position will be eliminated and an additional Firefighter will be appointed to maintain a force of 30 Firefighters.

2. Wages are based on that of a 1st Class Firefighter for all other ranks:

Table A1					
Rank	2020				
	Honorarium	1st Class	Hourly Wage	Association Payment	Per-Diem
Platoon Chief	\$ 9,468.56	110	\$37.12	\$294.20	\$135.00
Suppression Captain	\$8,233.51	105	\$35.43		
Special Ops/Training Capt.	\$8,233.51	105	\$35.43		
Firefighter / Pub Ed	\$8,233.51	105	\$35.43		
Firefighter/FPO	\$8,233.51	105	\$35.43		
Suppression Lieutenant	\$8,233.51	103	\$34.75		
1 st Class Firefighter	\$7,030.89	100	\$33.74		
2 nd Class Firefighter	\$6,759.72	85	\$28.68		
Probationary Firefighter	\$5,580.70	70	\$23.62		

3. The Corporation and the Association agree that the term of this Agreement shall be three (3) years and the remuneration outlined in Table A1 shall increase as per the cost of living awarded to Non-Union Town of Tillsonburg employees.

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 Tillsonburg Fire Fighters Association
 Effective to December 31, 2022

4. Honorarium is defined as monies paid for the following:
 - i. to be on call as part of the platoon system that currently exists
 - ii. to respond to emergency calls
 - iii. to return equipment, apparatus and station to service after an emergency call
5. Hourly wages are paid for the following:
 - i. Training scheduled by the fire department
 - ii. Fire prevention activities approved by management
 - iii. Completing inspection reports
 - iv. Completing fire incident reports
 - v. Instructor preparation time approved by management
 - vi. Committee meetings approved by management
6. Mileage shall be paid in accordance with the Corporation rate and the Vehicle Rental Procedure, or own vehicle upon approval by the Chief.
7. Daily meal per-diems shall be paid to employees who are at training or conferences that are approved by the Fire Chief or his / her designate at the rate of:
 - i. Breakfast - \$20.00 / day
 - ii. Lunch - \$25.00 / day
 - iii. Supper - \$50.00 / day
8. Daily meal per-diems shall not be paid for meals that are provided at the training or conference.
9. Off-Site Training Costs
 - i. The cost of the off-site course for all approved firefighter related training shall be paid for by the Corporation.
 - ii. When the course is mandatory for the position currently held by the firefighter, the Corporation will also pay the hourly rate for the firefighter's time spent in the course, as well as associated travel costs.
 - iii. When the course is not mandatory for the position currently held by the firefighter, the Corporation will not pay for the firefighter's time spent in the course or associated travel costs.

10. The Corporation agrees to provide a Truck Check Attendance Fund beginning in 2020, in the amount of \$5000. This amount is to be distributed equally among all Firefighters who have completed a minimum of six (6) truck checks between January 1 and November 30 each year. Payment will be made on the first regular pay in December.

APPENDIX B

Rank	Required Certifications for Rank	Recommended Years of Service
Platoon Chief	NFPA 1021 Level II, NFPA 1041 Level II	10
Suppression Captain	NFPA 1521 ISO	6
Special Ops / Training Capt.	NFPA 1041 Level II, NFPA 1021 Level I and Technical RSQ Certifications	6
Suppression Lieutenant	NFPA 1041 Level I and NFPA 1021 Level I	5
FF / Public Educator	1st Class FF Plus Qualifications Determined by Fire Chief	3
FF/FPO	1st Class FF Plus Qualifications Determined by Fire Chief	3
1 st Class Firefighter	NFPA 1002 Driver Operator / DZ License	3
2 nd Class Firefighter	NFPA 1001 Level I and II / NFPA 1072 Operations	1
Probationary Firefighter	First Aid / CPR - Departmental Hire Process	0