COLLECTIVE AGREEMENT
between

THE CORPORATION OF NORFOLK COUNTY
Fire & Rescue Services Division, Community Services
hereinafter called the "Employer", "County" or "Corporation"

-and-

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS (IAMAW),
LOCAL LODGE 103
hereinafter called the "Union"

(VOLUNTEER FIREFIGHTERS)

For the Period

January 1, 2016 - December 31, 2019
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**Article 1 – Purpose**

1.1

The Corporation and the Union have entered into this agreement at Simcoe in Norfolk County, in the Province of Ontario, for the purpose of recording terms and conditions of employment resulting from collective bargaining, which shall be observed by the Parties hereto. It is the desire of the Parties to maintain a harmonious relationship between the Employer and its Employees, to settle all differences in an amicable, prompt and equitable manner as herein provided, to work together to achieve the most efficient operation and to promote the Health and Safety of the Employees, subject to the dispositions of this agreement. The common goal is to contribute to the efficiency of operations and to offer a better service to the citizens of the County.

**Article 2 – Recognition**

2.1

The Corporation recognizes the Union as the sole collective bargaining agency for all Volunteer Firefighters employed by the Corporation of Norfolk County working at Fire Station No.1, 95 Culver Street, Simcoe, Ontario, save and except for the persons in the position of District Chief, Deputy District Chief or above.

2.2

The Corporation recognizes the Union to be The International Association of Machinists and Aerospace Workers Local Lodge 103. The Employer shall not negotiate with any Party other than the elected representatives of the Union to amend or alter the terms or conditions of the collective agreement.

**Article 3 – Management Rights**

3.1

The Union recognizes and acknowledges that the management of the Corporation and direction of the working forces are fixed exclusively in the Corporation and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

(a) maintain order, discipline and efficiency;

(b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline Employees subject to the right of the Employees 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 Corporation, 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 Corporation which shall remain solely with the Corporation;
(d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the Employees;

(e) the Corporation acknowledges that the Union is to be considered for advisement when establishing Operational Guidelines; and,

(f) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

Article 4 – Definitions

Working day – working day shall be defined as days of the week which the Administration office is open for business (Monday – Friday).

Designate - Designate shall be as determined by the Fire Chief. Generally, it is understood that for all matters requiring the Fire Chief’s approval the designate shall be firstly the Deputy Fire Chief, and secondly, the Assistant Fire Chief. In all matters relating to Station # 1, the District Chief would be the first authority and the designate is the Deputy District Chief.

Article 5 – Discrimination

5.1

It is agreed that there will be no discrimination, interference, restriction, coercion, harassment or intimidation exercised or practised with respect to an Employee in accordance with the Human Rights Code of Ontario; i.e. by reason of age, ancestry, race, creed, colour, place of origin, ethnic origin, citizenship, family status, marital status, disability, political or religious affiliation, sex, sexual orientation, or membership or activity in the Union. It is also understood that there will be no discrimination based on the above grounds exercised in any manner by either the Union or the Employer towards any Employees. To this end, the Parties hereto will ensure compliance with government statutes and regulations in respect of human rights.

5.2

Copies of all Policies related to harassment, discrimination, and/or bullying shall be provided and discussed with new Volunteer Firefighters during Corporate Orientation.

Article 6 – Union Activities

6.1

The Corporation will allow the Union the use of the training/meeting room at Station # 1, 95 Culver St. Simcoe, Ontario to conduct meetings from time to time as necessary to carry out Union functions subject to advance approval by the Fire Chief, or designate.

6.2

The Corporation allows the Union to make available literature or other Union material on the Union Board at Station # 1, 95 Culver St. Simcoe, Ontario.
6.3
The Corporation will provide a separate bulletin board for the posting of appropriate Union notices and bulletins which shall be dated and signed before posting, by the Union Steward. A copy shall be given to the Fire Chief at the time of the posting.

6.4
A Union representative will be allowed a fifteen (15) minute period to orientate new Employees. If there is a group of new Employees hired within the same time period, then the orientation shall be with the group, to a maximum of five (5) Employees per group.

6.5
The Union shall have the right, at anytime, to have the assistance of a representative of the International Association of Machinists and Aerospace Workers Union. Where a Union Steward is unavailable to accompany an Employee to any meeting with the Corporation, at which the Employee chooses to have representation, the Union will ensure that an alternate is provided within seventy-two (72) hours, unless the meeting is disciplinary in nature in which case the Union will provide an alternate within forty-eight (48) hours. If the Union is unable to provide union representation within forty-eight (48) hours for disciplinary meetings, the Volunteer Firefighter(s) in question shall be placed on unpaid suspension until such meeting takes place.

Article 7 – Union Membership and Checkoff

7.1
In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall have the right to appoint/elect two (2) Stewards plus one alternate, who shall be seniority Volunteer Firefighters. The Corporation acknowledges the right and duties of the Union Stewards who shall assist any seniority Firefighter in preparing and presenting his grievance in accordance with the grievance procedure.

7.2
The Union shall notify the Corporation, in writing, of the name of the Stewards and, where applicable each Committee member, before the Corporation shall be required to recognize any person so elected.

7.3
The Negotiating Committee, nominated and voted in by the Union members, shall consist of not more than three (3) members, one of which shall be the Union Chairperson, plus the Union representative.

7.4
Dues are defined as the regular Union dues according to the Union’s constitution and Lodge bylaws, and shall not include special fees or assessments.
7.5

The Corporation agrees that all sums deducted, together with a list of names showing from whom the money has been deducted, shall be remitted to the Union no later than the twenty-first (21st) of the month following the month in which such deductions are made. The Corporation will at the same time name those Volunteer Firefighters who have left their position at Station No.1, 95 Culver Street.

7.6

The Corporation agrees to insert the amount of Union dues paid by each Employee through payroll deductions on such Employee's income tax (T4) slip each year.

Article 8 – Communications

8.1

All correspondence between the Parties arising out of, or incidental to this collective agreement shall pass to and from the Corporation and the Chairperson or designate of the Union, with a copy to be sent to the International Association of Machinist and Aerospace Workers head office. Both Parties agree to keep the other advised of the names and addresses of the appropriate officers and members as set out herein, from time to time as changes occur. The information shall be supplied in an accessible locked correspondence box at the Fire Hall for the Union Chairperson; and posted on a bulletin board at the Fire Hall for a period not less than ten (10) calendar days prior to their implementation. The Corporation agrees to supply a separate bulletin board and a locked correspondence box in the Fire Hall for the Union.

8.2

The Corporation may enact policies to be followed by the Employees as long as they are communicated to the Union in writing and do not conflict with provisions of the collective agreement. The Fire Chief will endeavour, wherever possible, to provide a minimum of fourteen (14) days written notice, to the Union, prior to the enforcement of any new or amended rules and regulations.

8.3

The Corporation will endeavour to post all current courses, events, and information which will be of interest to the bargaining unit on the Union bulletin board in a timely manner prior to the event taking place. All information shall be date stamped.

Article 9 – Health and Safety

9.1

A joint Health and Safety Committee shall be maintained in accordance with the Ontario Occupational Health and Safety Act and Regulations, R.S.O. 1990.

9.2

The Corporation shall observe all reasonable precautions for the safety of its Volunteer Firefighters and shall supply such safety equipment, as may be necessary, in accordance with Norfolk County’s "Occupational Health and Safety Policy".

International Association of Machinists and Aerospace Workers
January 1, 2016 to December 31, 2019
All Volunteer Firefighters shall use the safety equipment provided and shall cooperate with the Corporation in the prevention of accidents in accordance with Norfolk County’s “Occupational Health and Safety Policy”.

**Article 10 – Labour Management/Grievance Committees**

10.1

A Labour Management Committee will be recognized consisting of a maximum of three (3) members of the Union, one of which will be the Chairperson or designated Acting Chairperson plus one Lodge Representative and a maximum of three (3) members of the Corporation, one of which will be the Fire Chief or designate, one of which will be the District Chief or designate, one of which will be a Human Resources & Staff Development representative or designate and one Fire Divisional Administrative Assistant or designate recorder. The Committee will meet upon the request of either party to discuss labour relations issues other than grievances. The function of this Committee will not conflict with the role of the negotiating or health and safety committees.

Either Party reserves the right to invite additional resources to attend such meeting to address the specific agenda items. There will be no additional cost to the Corporation for extra representatives or resources as outlined in this Article.

The Committee will meet, except in extenuating circumstances or with the mutual agreement of the Parties, a minimum of quarterly. Meeting dates for the upcoming year shall be determined no later than January 15 of that year.

10.2

The Corporation acknowledges that the members of its Grievance and Labour Management Committees have duties to perform in the course of their regular employment. For such meetings, the Union and Corporation shall endeavour to schedule such meetings at an appropriate time where the Stewards are not at their regular place of employment.

When necessary, the Corporation may schedule meetings when Stewards would otherwise be required at their regular place of employment. Upon verification of lost wages the Corporation agrees to pay each approved Steward a maximum of two (2) hours for each day of such meetings. Such payment shall be at the current Volunteer Firefighter rate. The Fire Chief may approve payment in excess of two (2) hours in extenuating circumstances.

**Article 11 – Distribution of Agreement**

11.1

The Corporation shall arrange for the typing and distribution of sufficient copies of this collective agreement within thirty (30) calendar days of signing and shall also acquaint new Employees in the bargaining unit with the fact that a collective agreement is in effect and provide such new Employee with a copy of this collective agreement at their time of hiring. Any costs associated with the printing and distribution of the Collective Agreement will be shared equally by both Parties.
Article 12 – Grievance Procedure

12.1

Complaint Stage

No individual complaint may be considered to be a Grievance until such time as the Employee in question has discussed the complaint with the immediate Supervisor (District Chief or Deputy District Chief) or, in the event of a complaint by the employer against the individual Employee, until such time as such complaint has been discussed by the Employees immediate Supervisor (District Chief or Deputy District Chief) with the Employee in question within fourteen (14) calendar days from the time when the circumstances giving rise to the grievance came to be known by or should reasonably have come to the attention of the Griever.

In cases where an alleged violation of the Collective agreement involves the Employees immediate Supervisor (District Chief or Deputy District Chief) the Employee shall have the right to discuss the complaint with the Assistant Fire Chief, or in their absence, a higher rank.

The Employee shall be accompanied by a Union Steward at such meeting if the Employee so chooses.

Failing a satisfactory settlement of the complaint such complaint may within a period of seven (7) calendar days of the discussion as aforesaid, be reduced to writing and treated as a Grievance in the following manner.

Grievance Process

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this collective agreement by the Employer or the Union or any Employee. No grievance shall be considered by either the Employer or the Union which has not been submitted in writing and filed with the party against which the grievance is made within fourteen (14) calendar days from the time when the circumstance given rise to the grievance came to be known by or should reasonably have come to the attention of the Griever. Such grievance shall be in writing and shall contain a statement of facts giving rise to the grievance or complaint and the articles or sub section of this collective agreement that the grievance is based on.

STEP NO. 1

A union member having a complaint not resolved through sub-Article 12.1 shall reduce such complaint to a written grievance. The Fire Chief or designate shall convene a meeting with the union member and the Union Steward or a Union Grievance Committee member and shall issue a written response within seven (7) calendar days from receipt of the written grievance. If no settlement is reached the union shall be responsible for advising the General Manager, Community Services or designate in writing that the grievance has been referred to Step 2 of the grievance procedure.

STEP NO. 2

The General Manager, Community Services or designate shall convene a meeting with the union member and the Union Steward or a Union Grievance Committee member and shall issue a written response within seven (7) calendar days from the referral to Step 2. If no settlement is reached the union shall be responsible for advising the County Manager or designate in writing that the grievance has been referred to Step 3 of the grievance procedure.
STEP NO. 3

Within seven (7) calendar days from receipt of the decision at Step No. 2, the County Manager or designate shall meet with the Union Grievance Committee within fourteen (14) calendar days of this submission, to consider the grievance. In the case of Step No. 3 related to suspension or discharge the County Manager shall convene such meeting within seven (7) calendar days of the receipt of the grievance.

An accredited Business Agent or Representative of the Union may be involved at Step 3, at the request of either party. The County Manager shall render a decision in writing within fourteen (14) calendar days from such meeting.

12.2

The time limits provided for in Article 12 may be extended with mutual, written consent of both Parties.

12.3

A Group Grievance is defined as a single grievance signed by the Chairperson or Grievance Committee on behalf of a group of Volunteer Firefighters who have the same complaint. Such grievances must be dealt with at each successive stage of the grievance procedure commencing with Step 1. The signature of all Grievors must be on the grievance form.

A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either Party to Step 3 of the grievance process. Such Policy Grievance shall be signed by the Chairperson or Grievance Committee, or in the case of an Employer's Policy Grievance, by the Fire Chief or designate.

12.4

Any mutual changes to the Collective Agreement shall be in writing and shall form part of this Collective Agreement upon ratification by the membership of the Union and the Employer and are then subject to the Grievance and Arbitration Procedure in this Collective Agreement.

12.5

All costs associated with securing the services of a Grievance Mediator shall be shared equally by both Parties.

12.6

The replies to Grievances stating reasons shall be in writing at all steps.

Article 13 – Mediation/Arbitration

13.1

Within fourteen (14) calendar days from receipt of the decision at Step 3 of Article 12 - Grievance Procedure, either Party may notify the other in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within fourteen (14) calendar days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so
selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Ministry of Labour of Ontario upon the request of either Party.

13.2

Where the Parties agree to use a single Arbitrator, the Party making the referral, will suggest one or more persons to act as Arbitrator in its notice of referral. The other Party will respond in writing within fourteen (14) calendar days to either be in agreement with one of the suggested persons or if not will suggest other persons. If there is failure by the Parties to agree upon an arbitrator within the time limits then either Party may request that an arbitrator be appointed by the Minister of Labour of Ontario.

13.3

The Arbitrator or Board of Arbitration will have no authority to alter, change, or modify any of the terms and conditions of this Agreement. The Arbitrator or Board of Arbitration will determine any question as to arbitrability.

13.4

The decision of the Arbitrator or Board of Arbitration will be final and binding. Each Party to this Agreement will pay the fees and expenses of the nominee selected by it and will share equally in paying the fees and expenses of the single Arbitrator or chairperson of the Board of Arbitration.

13.5

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

13.6

Notwithstanding the above the parties by mutual agreement may agree to apply under section 50 of the Ontario Labour Relations Act (Mediation/Arbitration).

13.7

Notwithstanding the above arbitration procedure the Parties may mutually agree to forward a grievance to a Mediator whose fees shall be shared equally between the two Parties.

**Article 14 – Discharge or Discipline**

14.1

In the event that the Employer disciplines, suspends or discharges a seniority Volunteer Firefighter, such action shall be confirmed in writing to the Volunteer Firefighter involved, the Union Chairperson and the General Manager of Employee and Business Services or their designate. Where a seniority Volunteer Firefighter is unavailable or unreachable and it is not possible to deliver the infraction personally to him, such infraction report shall be delivered by registered mail.

The seniority Volunteer Firefighter shall be entitled to be accompanied by their Steward and/or if there is no Steward available, by any member of the Union Executive Committee.
In all cases of suspension or discharge the grievance shall commence at Step No. 3 of the Grievance Procedure. The Step No. 3 meeting shall be held within seven (7) calendar days of the date the grievance is received by the County Manager’s office.

14.2

Verbal/written disciplinary notices shall be removed from a seniority Volunteer Firefighter’s file provided the seniority Volunteer Firefighter has had no same or similar disciplinary notice for any offence for a period of twenty-four (24) months.

Records of suspension and demotion shall be removed from a seniority Volunteer Firefighter’s file provided there have been no similar recurrences for a period of thirty-six (36) months.

14.3

Except in extenuating circumstances, a seniority Volunteer Firefighter shall be allowed to examine their personnel file within three (3) working days of receipt of the written request to Human Resources and Staff Development as per corporate policy. The Volunteer Firefighter shall have the right upon request to receive a copy of any material contained in their personnel file.

Article 15 – Seniority

15.1

A newly hired Volunteer Firefighter shall be on probation for a period of twelve (12) months from the date of hiring.

Should performance concerns arise during the twelve (12) month period it is agreed that the probationary period may be extended by the Employer following consultation with the Union. Following such consultation, the Employer may choose not to extend the probationary period and may terminate the Volunteer Firefighter. During the probationary period such Volunteer Firefighter shall not have the right to resort to the Grievance and Arbitration Procedures with respect to discharge, suspension or discipline.

15.2

When two Employees or more have the same seniority date, the last three numbers of the Employee’s social insurance number shall be used to determine seniority order with the lowest number being given the higher placing on the seniority list.

15.3

The Corporation shall make a list of all Volunteer Firefighters in order of seniority and keep such list in the office of the Corporation, and provide a copy to the Union. Once every year by January 31st, or as required, the Corporation shall update the seniority list to ensure it shows the current status of each seniority Volunteer Firefighter.

15.4

Seniority shall continue to be retained and accumulated where an Employee is successful through the recruitment process to a non-bargaining unit position with the Corporation for up to eighteen (18) months.
The Employee shall retain seniority (date of hire) during the transfer to a non-union position. The Employee returning to the bargaining unit will return to the last classification he/she had before the transfer, if it still exists.

When a Non-Bargaining Unit vacancy occurs, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for the length of the posting period.

15.5

At the discretion of the Fire Chief or designate, upon termination Employees shall return the following items: Norfolk County issued equipment, last issued dress uniform, bunker gear (helmet, balaclava, gloves and boots), green light, pager, keys and identification badge.

Seniority shall terminate and an Employee shall cease to be employed by the Corporation when they:

(a) voluntarily quits their employment with the Corporation;
(b) is discharged and is not reinstated through the grievance procedure or arbitration;
(c) retires;
(d) fails to meet the requirements as outlined in the Volunteer Firefighter Physical Demands Analysis/Functional Abilities Form with no prognosis of meeting the demands within a reasonable period of time;
(e) is laid off and not recalled for a period of eighteen (18) consecutive months;
(f) an Employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Corporation;
(g) fails to meet attendance obligations as determined by the Corporation.

Article 16 – Layoff and Recall

16.1

Layoff

In the event of a layoff, the following procedure shall apply:

(a) The classification within which the layoff is to occur will be identified.
(b) All probationary Volunteer Firefighters employed will be laid off first.
(c) After all probationary Volunteer Firefighters employed have been laid off, seniority Volunteer Firefighters within that affected classification shall be laid off in reverse order of seniority subject to the Corporation being able to retain the required knowledge, skill, experience, and ability to perform the remaining work.
When applying (c) above, any seniority Volunteer Firefighter being laid off from any classification can displace any other seniority Volunteer Firefighter from a lower classification provided he has the seniority, required knowledge, skill, experience, physical fitness and ability to perform the remaining work.

(d) At the discretion of the Fire Chief or designate, return all Norfolk County issued equipment, last issued dress uniform, bunker gear (helmet, balaclava, gloves and boots), green light, pager, and keys, identification badge.

16.2
Seniority Volunteer Firefighters shall be given at least fourteen (14) calendar days notice of layoff. Notice of layoff shall be hand delivered where possible and where deemed not possible then by registered mail.

16.3
Recall
(a) The classification within which the recall is to occur will be identified.
(b) When recalling seniority Volunteer Firefighters from a layoff, the Corporation shall notify them by registered mail. The seniority Volunteer Firefighter must contact the District Chief to confirm his return to work arrangements within fourteen (14) calendar days of the registered letter being sent. The seniority Volunteer Firefighter shall lose his seniority and his employment shall be terminated if he fails to return to work as arranged.
(c) A seniority Volunteer Firefighter is not eligible for recall if they cannot demonstrate the required physical fitness and ability to perform the work of the classification being recalled.
(d) Recalled Volunteer Firefighters will be required to provide, at the Corporation's expense, a current Driver's Abstract, a current Vulnerable Criminal Record Check, and a current Medical Certificate that are satisfactory to the Corporation, as per Norfolk County policy.
(e) For the purposes of recall to work following a layoff seniority Volunteer Firefighters shall be recalled in reverse order of seniority, that is to say, a seniority Firefighter with the most seniority shall be called back to work first, and probationary Volunteer Firefighters recalled last.

Article 17 - Vacation

On a courtesy basis an Employee taking two (2) weeks' vacation or longer will advise the District Chief or designate one (1) week in advance.

Article 18 - Sick Leave

Seniority Volunteer Firefighters shall accumulate sick leave credits at a rate of fifteen (15) days per year, prorated as necessary. Up to fifteen (15) days of unused sick leave credits may be carried over from the previous year for an annual total not to exceed thirty (30) days. Sick leave credits have no monetary value and will be lost on resignation or termination.
Article 19 – Leave of Absence

19.1

An unpaid leave of absence for a period of up to six (6) months may be granted by the Corporation to a seniority Volunteer Firefighter provided the Volunteer Firefighter delivers a written request for the leave of absence at least twenty-eight (28) calendar days prior to when the leave of absence is to commence. This notice period may be waived by the Corporation. A leave of absence, if granted, will be without pay and the decision whether to grant the leave of absence or not rests solely with the Corporation.

Such leave of absence shall not affect the seniority Volunteer Firefighter’s health and welfare benefits for the first month of the leave. Thereafter such benefits may continue if the Volunteer Firefighter provides the Corporation with post-dated cheques to cover the premium costs for the continuation of such benefits during the approved leave of absence.

If the request for a leave of absence is denied, then the Fire Chief shall include an explanation in writing with the notice to the Volunteer Firefighter that the request is denied. If this results in a disagreement between the Volunteer Firefighter and the Corporation, the Volunteer Firefighter who chooses to initiate the Grievance Procedure, shall do so at Step 3.

19.2

The Corporation may, when presented with a written request from the Union at least twenty-one (21) calendar days in advance of when the leave of absence is to commence, grant an unpaid leave of absence to any seniority Volunteer Firefighter designated by the Union to attend a labour convention or to serve in any capacity on other official Union business for a period not to exceed ten (10) calendar days. Providing that there is not an adverse effect on the delivery of service to the community, such permission shall not be unreasonably withheld.

The request for the leave of absence shall state the purpose of the leave and the duration thereof. Not more than two (2) seniority Volunteer Firefighters will be granted any such leave of absence at any one time. The maximum number of days which can be taken collectively by all Employees in a calendar year shall not exceed a total of twenty (20) calendar days.

19.3

By providing notice to the District Chief or designate a seniority Volunteer Firefighter may take a personal related or Regular Employer related leave of absence without prior authorization from the Corporation provided such leave of absence does not exceed seven (7) consecutive calendar days. The period of such leave of absence may be extended by the Corporation upon reasonable request, but in no case shall exceed fourteen (14) consecutive calendar days.

Such leave of absence will not affect the seniority Volunteer Firefighter’s seniority, rank, status or any standing pertaining to their position with the Corporation or the Union regardless of the reason for the leave of absence except as dealt with in sub-articles 19.1 and 19.2. Such leave of absence shall not affect the seniority Volunteer Firefighter’s health and welfare benefits or compensation. Such leave of absence shall not accrue attendance recognition.

19.4

It is expected that when a Volunteer Firefighter is accused of a criminal offence the Volunteer Firefighter shall immediately notify the Fire Chief who shall determine the appropriate action, if any, on a case by case basis.
In the event the Volunteer Firefighter is jailed awaiting court appearance, such Volunteer Firefighter shall be given an automatic leave of absence without pay and shall continue to accumulate seniority during such leave.

Should a Volunteer Firefighter have their driver’s licence suspended the Volunteer Firefighter shall immediately notify the Fire Chief and shall not be permitted to drive any Norfolk County Fire & Rescue Service apparatus.

The Fire Chief shall review with the Volunteer Firefighter if there may be other duties that the Volunteer Firefighter may perform until the Volunteer Firefighter is qualified to drive. The final decision shall be at the sole discretion of the Fire Chief. A Volunteer Firefighter who is able to perform other duties assigned by the Fire Chief while their license is suspended shall continue to earn pay in accordance with Schedule A and accumulate seniority. Where a Volunteer Firefighter has their driver’s license suspended and is not assigned alternate duties by the Fire Chief or if they are unable to perform other duties as assigned shall be off duty without pay and shall continue to accumulate seniority.

Further offences may result in disciplinary action up to and including discharge from the Fire & Rescue Services Division.

Article 20 – Strikes and Lockouts

20.1

There shall be no strike on the part of the Union and its members, so long as this agreement continues to operate.

20.2

There shall be no lockout on the part of the Corporation so long as this agreement continues to operate.

20.3

As referred to in 19.1 and 19.2 above, the terms “strike” and “lockout” shall have the same meaning as in the Labour Relations Act, 1995, as amended from time to time.

Article 21 – Corporation Structure Clause

Should the Corporation merge, amalgamate, alter government level status or combine with other areas, the Corporation or its successors will ensure that the appropriate parties have access to the provisions of the collective agreement in effect at that time for the purpose of determining retention of the rights, salary, wage levels and benefits for each of the members of this Union.

Article 22 – Duration of Agreement

This Collective Agreement shall become effective on the first day (1st) of January, 2016 and such collective agreement shall remain in effect for the period up to and including the thirty-first (31st) day of December, 2019.
Signed at SIMCOE, Ontario, this 15 day of YUOE, 2017.

For The Union:

[Signature]

For The Employer:

[Signature]
Mayor
Glenn Manager of Council Services
Deputy Clerk
# SCHEDULE “A”

## Compensation and Classifications

<table>
<thead>
<tr>
<th>ON DUTY</th>
<th>January 1, 2016</th>
<th>January 1, 2017</th>
<th>January 1, 2018</th>
<th>January 1, 2019</th>
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<td><strong>Captain Per Hour (1% each year of the collective agreement)</strong></td>
<td>$27.27</td>
<td>$27.54</td>
<td>$27.82</td>
<td>$28.10</td>
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<td><strong>FF1 Per Hour (1% each year of the collective agreement)</strong></td>
<td>$27.27</td>
<td>$27.54</td>
<td>$27.82</td>
<td>$28.10</td>
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## RANK | Premium
--- | ---
Captain | $2000 – Captains in the station must perform 70% of training (combined). Must attain Fire Instructor certification, promotional qualification and company officer level one (1).
Fire Instructor | Paid training/meeting plus the below premium. Conduct the remaining 30% of the station training. (no daily max.). Must attain Fire Instructor certification.
| January 1, 2016 (1%) | January 1, 2017 (1%) | January 1, 2018 (1%) | January 1, 2019 (1%) |
| $7.07 | $7.14 | $7.21 | $7.28 |
Fire Safety Educators | Paid training/meeting plus the below premium for all approved activities (no daily max) when delivering the fire education material. Must attain Fire Safety Educator certification.
| January 1, 2016 (1%) | January 1, 2017 (1%) | January 1, 2018 (1%) | January 1, 2019 (1%) |
| $7.07 | $7.14 | $7.21 | $7.28 |
Emergency Preparedness Educators - NEW | Paid training/meeting plus the below premium for all approved activities
| January 1, 2016 (1%) | January 1, 2017 (1%) | January 1, 2018 (1%) | January 1, 2019 (1%) |
| $7.07 | $7.14 | $7.21 | $7.28 |
Daily Rate | $160/day. Effective the 1st day of the month following ratification by both parties.
Life Insurance | $50,000. Effective the 1st day of the month following ratification by both parties.
Drivers License (DZ) | Continue to pay for DZ license requirements (i.e. D course with Z endorsement, re-certifications).
Progression of Ranks

The Parties agree to the following effective the date of ratification by the Parties and for the duration of the Collective Agreement.

With the exception of monetary provisions that might be contained in the below noted policy, the progression of rank of Volunteer Firefighters shall proceed as follows:

a) Probationary Volunteer Firefighter without seniority.

b) 1st Class Volunteer Firefighter — minimum of twelve (12) consecutive months as a Probationary Firefighter plus successful completion of the 1st Class Firefighter Examination and be in possession of a valid Ontario “DZ” driver’s licence.

c) “Acting Captain” – In accordance with succession management requirements the Corporation shall designate a “pool” consisting of a number of 1st Class Volunteer Firefighters who have passed the Officer’s Board Mandatory Eligibility Requirements in accordance with “CSD-07 – Volunteer Firefighter Promotion Policy” and the accompanying “Promotional Procedures”. Members in this “pool” may be designated on a rotating temporary basis to perform the duties of a Captain on an “Acting” basis, despite there being no Captain’s vacancy.

d) Captain – “Acting Captain” may be eligible for promotion to Captain in accordance with “CSD-07 – Volunteer Firefighter Promotion Policy” and the accompanying “Promotional Procedures”.

Continued employment following the completion of two full years of service requires the seniority firefighter to attain and maintain a valid Ontario “DZ” driver’s licence.

*This revised schedule shall apply to all new Volunteer Firefighters who commence duty after the date of ratification of the Collective Agreement that commences in 2016.

Signed at SIMCOE, Ontario, this 15 day of JUNE, 2017.

For The Union:  

For The Employer:  

Mayor  

Clerk/Manager of Council Services  

Deputy Clerk
DRESS UNIFORMS

Uniform Provided

After the Volunteer Firefighter has completed his probationary period a dress uniform consisting of the following items shall be provided to the Seniority Volunteer Firefighter at the expense of the Corporation. The Volunteer Firefighter shall be responsible for the care and maintenance of all components of the uniform.

- Uniform Cap & Badge
- Name tag
- Uniform Short Sleeve or Long Sleeve Shirt
- Clip-on Tie
- Uniform Trousers
- Uniform Tunic
- Belt

EXPENSE ALLOWANCE

When a Volunteer Firefighter has been authorized to attend any seminar, convention, conference or other function by the Fire Chief or designate, the Volunteer Firefighter shall receive reimbursement for expenses in accordance with the terms and conditions of the Norfolk County's corporate policies.

DEFINITIONS

From time to time it is recognized that the Employer and the Union may need to establish definitions. Such definitions once agreed may form part of the subsequent collective agreement.

CORRESPONDENCE

TO THE EMPLOYER:
(1 COPY)
Fire Chief
Norfolk County
95 Culver Street
Simcoe, ON N3Y 2V5

TO THE UNION:
(1 COPY)
I.A.M.A.W.
Lodge 103
557 Dixon Road, Unit 102
Etobicoke, ON M9W 6K1
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
and
The International Association of Machinists
and Aerospace Workers (Local Lodge 103)

WSIB, Liability and Insurance Coverage
For the purposes of this Collective Agreement the following activities are provided WSIB,
Liability and Insurance coverage as defined below:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>CONDITION</th>
<th>AUTHORIZED BY</th>
<th>COVERAGE Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Incident call-outs</td>
<td>By phone (selective)</td>
<td>Senior officer</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Post incident clean-up</td>
<td>Incident continuation</td>
<td>Incident Commander</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Station standby, required</td>
<td>Incident or event (not routine)</td>
<td>Duty Officer</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Station standby, social</td>
<td>Association event</td>
<td>District Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Fire cause investigation</td>
<td>Officially requested</td>
<td>Duty Officer</td>
<td>Yes</td>
</tr>
<tr>
<td>6 Fire cause investigation</td>
<td>Firefighter requests</td>
<td>Duty Officer</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Public Safety Education</td>
<td>Officially requested</td>
<td>Deputy Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>8 Public Safety Education</td>
<td>Firefighter requests</td>
<td>Deputy Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>9 Code Inspection/enforcement</td>
<td>Officially requested</td>
<td>Deputy Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>10 Code Inspection/enforcement</td>
<td>Firefighter requests</td>
<td>Deputy Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>11 Divisional business meeting</td>
<td>Committee member</td>
<td>Committee chair</td>
<td>Yes</td>
</tr>
<tr>
<td>12 Conference/Seminar</td>
<td>Approved attendance</td>
<td>Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Professional development</td>
<td>Approved attendance</td>
<td>Assistant Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>14 3rd party training</td>
<td>Approved attendance</td>
<td>Assistant Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>15 Firematic events, contests</td>
<td>Approved attendance</td>
<td>Assistant Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>16 Good Samaritan act</td>
<td>Incident in the County?</td>
<td>None required</td>
<td>Yes</td>
</tr>
<tr>
<td>17 Station extra maintenance</td>
<td>Approved work</td>
<td>District Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>18 Paid 3rd party event</td>
<td>Private request</td>
<td>Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>19 Other approved activity</td>
<td>Approved activity</td>
<td>Fire Chief</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Key to Table

Coverage provided (yes), qualifies for WSIB, liability coverage, Accident & Sickness insurance coverage.
Mandatory minimum authorization level required to qualify for benefits.
Provided the firefighter is operating within his training, experience, and equipment.

Signed at SINGOE, Ontario, this 15 day of JUNE, 2017.

For The Union

For The Employer:

Mayor
Clerk/Manager of Council Services
Deputy Clerk

International Association of Machinists and Aerospace Workers
January 1, 2016 to December 31, 2019
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
and
The International Association of Machinists
and Aerospace Workers (Local Lodge 103)

On Duty
For the purposes of this Collective Agreement the following activities are defined as being "On Duty" under the conditions and with the authorizations as stated below:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>CONDITION</th>
<th>AUTHORIZED BY</th>
<th>ON DUTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Incident call-outs</td>
<td>By phone (selective)</td>
<td>Senior officer</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Post incident clean-up</td>
<td>Incident continuation</td>
<td>Incident Commander</td>
<td>Yes</td>
</tr>
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<td>3 Station standby, required</td>
<td>Incident or event (not routine)</td>
<td>Duty Officer</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Station standby, social</td>
<td>Association event</td>
<td>District Chief</td>
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</tr>
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<td>5 Fire cause investigation</td>
<td>Officially requested</td>
<td>Duty Officer</td>
<td>Yes</td>
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<td>6 Fire cause investigation</td>
<td>Firefighter requests</td>
<td>Duty Officer</td>
<td>Yes</td>
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<td>Firefighter requests</td>
<td>Deputy Fire Chief</td>
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</tr>
<tr>
<td>11 Station extra maintenance</td>
<td>Approved work</td>
<td>District Chief</td>
<td>Yes</td>
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<tr>
<td>12 Paid 3rd party event</td>
<td>Private request</td>
<td>Fire Chief</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Other approved activity</td>
<td>Approved activity</td>
<td>Fire Chief</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Key to Table

On-duty, qualifies for WSIB, liability coverage, Accident & Sickness Insurance on-duty coverage. Mandatory minimum authorization level required to qualify for benefits.

Signed at SIHOCE, Ontario, this 15 day of JUNE, 2017.

For The Union: [Signature]

For The Employer: [Signature]

Mayor
Clerk, Manager of Council Services
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
and
The International Association of Machinists
and Aerospace Workers (Local Lodge 103)

Volunteer versus Part-time Status

Whereas issues have arisen, concerning the status of the Volunteer Firefighters of Fire Station #1, 95 Culver Street, Simcoe, with regards to their designation as volunteer or as part-time Firefighters, the Parties agree to enter into this Letter of Understanding.

It has recently come to the Employer's attention that within the last year the Workplace Safety and Insurance Board (WSIB) has implemented a new policy (i.e. Document No. 12-04-02 from their Operational Policy Manual) that determines that unionized "volunteer Firefighters" are part-time Firefighters. If it is deemed that this WSIB policy is applicable to the Firefighters at Fire Station #1, the Parties acknowledge that it may change how Firefighters are impacted by various legislation including, but not limited to the following; the Workplace Safety and Insurance Act, the Ontario Labour Relations Act, the Fire Protection and Prevention Act, and the Employment Standards Act.

The Parties have been negotiating and will continue to negotiate based on the belief that the bargaining unit is comprised of Volunteer Firefighters. Should it be determined that the bargaining unit members are in fact part-time in accordance with one or more Acts, Regulations or Policies, the Parties agree that all Collective Agreement provisions agreed to date and from this point onwards will be subject to re-negotiation upon the request of either Party.

Should the need arise to re-negotiate any provision of this agreement following ratification the Parties agree to refer unresolved issues to Arbitration. Sections 43 (6) to 43 (10) of the Ontario Labour Relations Act will apply.

This Letter of Understanding expires as of the date of expiry of this Collective Agreement.

Signed at SIMCOE, Ontario, this 15 day of JULY, 2017.

For The Union:

For The Employer:

Mayor

Clerk/Manager of Council Services

International Association of Machinists and Aerospace Workers
January 1, 2016 to December 31, 2019
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
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Interim Rules and Regulations

In the meantime the following interim rules and regulations shall apply:

Excused Absence from Calls

1.1 Any Volunteer Firefighter absent for six (6) calls or three (3) work assignments or training sessions in succession, without an acceptable reason, may be subject to disciplinary actions.

Scheduled Training Sessions

2.1 Training sessions shall be scheduled by the Deputy District Chief on Monday night of each week normally starting at 19:00 hrs unless scheduled differently in advance. Although not to be construed as a guarantee, all training sessions will normally be two (2) hours in duration. Except where mutually agreed by the parties a minimum of one (1) week in advance, the Corporation and a union representative shall meet the November prior to the upcoming year to discuss the allocation of the ten (10) Mondays where training sessions will not be scheduled to recognize the following civic/statutory holidays:

- New Years Day
- Family Day
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day/Boxing Day

2.2 With the approval of the Fire Chief or designate, and at an agreed time, a Volunteer Firefighter may make up a training session absence provided they do so within thirty-five (35) calendar days from the date of the absence.

Signed at Shobec, Ontario, this 15 day of JUNE, 2017.

For The Union:

For The Employer:

Mayor

Deputy Clerk
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
and
The International Association of Machinists
and Aerospace Workers (Local Lodge 103)

Wellness Program

The parties agree there are ongoing provincial concerns regarding the lack of appropriate wellness programs for Firefighters. As such, during the term of this collective agreement, the Employer shall review provincial initiatives and establish a wellness program for use in Norfolk County. Prior to implementation of such program, the Employer shall consult with the Union.

Signed at SIHCOE, Ontario, this 15 day of JUNE, 2017.

For The Union:

For The Employer:

Mayor

Clerk/Manager of Council Services

Deputy Clerk
LETTER OF UNDERSTANDING
between
The Corporation of Norfolk County
and
The International Association of Machinists
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Promotional Routine

Eligibility to Apply

1.1 All candidates must have successfully passed the Captain's promotional exam, sign-off list completion (SCBA, PPE, first aid, CPR, AED), specific curriculum components competed, performance reviews completed, and mandatory corporate components completed.

Applications

2.1 Applications submitted by candidates must be in writing and should contain a cover letter stating their interest in the position and summarizing their qualifications. Applications should also contain a resume which covers the candidate's relevant knowledge, skills, and experience. Candidates should include a list of courses or training taken, awards or other pertinent information that will assist in determining their qualifications. Applications must be submitted in a sealed envelope to Human Resources and Staff Development, on or before the posting deadline.

Firefighter to Acting Captain

3.1 Firefighters with a minimum of five (5) years experience at first class may write the Captain's promotional exam. Successful candidates will be placed in the Officer Candidate Pool. Officer Candidates should pursue Fire Instructor 1, Pump Operations and NFPA Fire Officer 1 level. Officer Candidates from the pool are eligible to apply for any posted Acting Captain position. The Acting Captain selection will involve submission of a resume, a behavioural style interview, and evaluation of training, call attendance, seniority, and a performance appraisal.

Acting Captain to Captain

4.1 Officer Candidates who have been appointed as Acting Captains may be eligible for promotion to Captain. Officer Candidates with a minimum of five (5) years experience, and experience as an Acting Captain, may apply for any posted Captain position. The Captain selection will involve submission of a resume, a behavioural style interview, a practical component, completion of Fire Instructor 1, Pump Operations, NFPA Fire Office 1 (successful candidate must complete FO Level 1 within 2 years), and evaluation of training, call attendance, seniority, and a performance appraisal. All applicable
training will be scheduled through Headquarters. Where reasonable, applicable training will be available in-house.

Signed at SINCE , Ontario, this 15 day of JUNE , 2017.

For The Union: 

For The Employer:

Mayor

Clerk/Manager of Council Services

Deputy Clerk