



# **COLLECTIVE AGREEMENT**

Between

**THE CITY OF GREATER SUDBURY**

and

**CLAC LOCAL 920**

**DURATION: January 1, 2017 – December 31, 2019**

14580 (02)



# **COLLECTIVE AGREEMENT**

Between

**THE CITY OF GREATER SUDBURY**

**(hereinafter referred to as "the Employer")**

and

**ONTARIO VOLUNTEER FIREFIGHTERS ASSOCIATION,**

**CLAC LOCAL 920**

**(hereinafter referred to as "the Union")**

**DURATION: January 1, 2017 – December 31, 2019**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE .....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS .....	2
ARTICLE 4 - STRIKES AND LOCKOUTS .....	4
ARTICLE 5 - ASSOCIATION SECURITY .....	4
ARTICLE 6 - ASSOCIATION REPRESENTATION.....	5
ARTICLE 7 - HIRING GUIDELINES AND PROBATION .....	6
ARTICLE 8 - VOLUNTEER FIREFIGHTER STATUS .....	7
ARTICLE 9 - REDUCTIONS AND REASSIGNMENTS.....	7
ARTICLE 10 - JOB POSTING.....	7
ARTICLE 11 - LEAVES OF ABSENCE .....	8
ARTICLE 12 - CLASSIFICATIONS AND HONOURARIUMS.....	9
ARTICLE 13 - HOURS OF WORK AND ATTENDANCE .....	9
ARTICLE 14 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL .....	9
ARTICLE 15 - IDENTIFICATION CARDS .....	10
ARTICLE 16 - HEALTH AND WELFARE .....	10
ARTICLE 17 - TRAINING & EDUCATION .....	10
ARTICLE 18 - TRANSFERS BETWEEN VOLUNTEER STATIONS.....	11
ARTICLE 19 - EMPLOYEE INDEMNIFICATION .....	11
ARTICLE 20 - HEALTH & SAFETY.....	11
ARTICLE 21 - COMMITTEES .....	12
ARTICLE 22 - DISCIPLINE, SUSPENSION AND DISCHARGE .....	12
ARTICLE 23 - GRIEVANCE PROCEDURE .....	13
ARTICLE 24 - GRIEVANCE ARBITRATION.....	14
ARTICLE 25 - DURATION .....	14
SCHEDULE "A" .....	15
SCHEDULE "B" .....	16
SCHEDULE "C" .....	19
LETTER OF COMMITMENT .....	20

## COLLECTIVE AGREEMENT

Between

**THE CITY OF GREATER SUDBURY**  
(hereinafter referred to as the “Employer”)

and

**ONTARIO VOLUNTEER FIREFIGHTERS ASSOCIATION, CLAC LOCAL 920**  
(hereinafter referred to as the “Association”)

**January 1, 2017 – December 31, 2019**

---

### ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Association and the volunteer firefighters, to provide for settlement of grievances and to maintain satisfactory working conditions for all volunteer firefighters subject to this Agreement.
- 1.02 The parties recognize that the provisions contained herein shall be interpreted in accordance with the *Ontario Labour Relations Act*, the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Workplace Safety and Insurance Act*.

### ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all volunteer firefighters as defined by subsection 1(1) of the *Fire Protection and Prevention Act*, 1997 (FPPA), employed by the City of Greater Sudbury, save and except for volunteer District Chiefs, those above the rank of volunteer District Chief, office and clerical staff and persons covered by an existing Collective Agreement.
- 2.02 The Association acknowledges that the customary or normal work of the volunteers shall include the level of service set for each district and each station by the City of Greater Sudbury Council and as is established in by-law 2012-146, as amended from time to time. Before City Council entertains recommendations to amend the level of service, or the by-law referenced herein, the Employer shall ensure that the Association is aware of the recommendations. The Association may request that the recommendations be referred to a labour management meeting for input by the Association, and the Fire Chief at City of Greater Sudbury shall attend at that meeting.
- 2.03 The parties recognize that the customary work of volunteers may, from time to time, be performed by non-bargaining unit personnel or fire fighters responding as a part of a mutual/automatic aid agreement.

For clarity, and subject to the level of service established by Council, personnel and apparatus will be deployed by the Employer to optimize the provision of fire protection or other emergency services.

- 2.04 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 The Employer and the Association agree that the duly appointed representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Association.
- 2.06 The Association acknowledges that it is the exclusive right of the Employer to manage the operation of its Fire Services and this right includes, but is not limited to, the right to move, remove or add resources, including but not limited to vehicles, equipment and staffing levels, and the right to hire, lay off, fire, promote, demote and suspend volunteer firefighters provided that a claim by any volunteer firefighter that he has been disciplined or discharged without just cause may be the subject of a grievance.
- 2.07 The Association agrees that there shall be no interference with the Employer's business.
- 2.08 The Association recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized representatives, and the volunteer firefighters represented by the Association and pledges that it, each of its duly authorized representatives, and all volunteer firefighters falling within the terms of this Agreement will observe the provisions of this Agreement.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 The phrase "probationary volunteer(s)" shall mean a volunteer(s) who has not completed the probationary period prescribed in this Agreement. Probationary volunteers will be subject to all of the terms and conditions outlined in the Agreement except where expressly excluded.
- 3.02 The word "volunteer" when used in this Agreement shall refer to any volunteer firefighter, who has successfully completed their probation period, employed by the City of Greater Sudbury, and shall be deemed to include officers within the bargaining unit except where expressly provided.
- 3.03 The term "Volunteer Station(s)" in this Agreement will refer to any fire hall where only volunteer firefighters are employed.

- 3.04 The term “Composite Station(s)” in this Agreement will refer to any fire hall where both volunteer firefighters and full-time firefighters are employed.
- 3.05 The phrase “working day(s)” or “days” when used in this Agreement in connection to time lines, shall exclude Saturdays, Sundays and days on which the Employer’s administration offices are closed.
- 3.06 Wherever the singular or masculine are used in this Agreement, the same shall be construed to mean the plural or the feminine where the context or the parties hereto so require.
- 3.07 The term “Chief” or “Fire Chief” in this Agreement shall be understood to refer to the Chief of Fire and Paramedic Services.
- 3.08 The annual minimum emergency response level for calls is twenty-five per cent (25 %) for a Volunteer Firefighter. The minimum training expectation is one (1) weekly training night per month or twelve (12) per year.

The parties agree that the following will be the process for review and implementation of the above-noted minimum requirements:

First Quarter through Third Quarter

- Data regarding attendance for calls and training provided for all Volunteers to Captains quarterly
- Captain engages Volunteer
- Review options of LOA or EAP etc.

First Year Review

- Data regarding attendance for calls and training provided for all Volunteers to Captains quarterly
- Deputy Chief reviews numbers
- Volunteer attends meeting with Deputy Chief or designate and Station Captain
- Put together a plan for improvement
- Review options of LOA or EAP etc.

Second Year/Second Quarter

- Re-evaluate attendance performance plan
- Review options of LOA or EAP etc.

Second Year/Fourth Quarter

- Volunteer attends meeting with Deputy Chief and Station Captain
- Review Performance Plan
- Option to resign/termination/LOA

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 During the term of this Agreement and while negotiations for a further Agreement are taking place, the Association shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement and while negotiations for a further Agreement are taking place, the Employer shall not lock out any of the volunteer firefighters or deliberately restrict or reduce hours of work or deliberately layoff volunteer firefighters when such layoff is not warranted by the workload.

## **ARTICLE 5 - ASSOCIATION SECURITY**

- 5.01 Neither the Employer nor the Association will compel volunteer firefighters to join, or not to join, the Association. The Employer will not discriminate against any volunteer because of Association membership or lack of it. All new volunteers will be informed of the contractual relationship between the Employer and the Association at the time they are hired.
- 5.02 The Employer will deduct from each volunteer covered by this Agreement an amount equal to regular dues and fees, as directed by the Association, and in accordance with the following:
- a. Dues shall be deducted from each volunteer and in each pay period and, in the case of newly hired volunteers such deductions shall begin at the commencement of their employment.
  - b. The amount of regular dues and fees shall be those authorized by the Association and the Association shall notify the Employer of any changes thereto. Such notification shall be the Employer's conclusive authority to make the deductions specified.
  - c. In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 5.03 The collection, deduction, and remittance of union dues and fees shall be directed to the Association electronically and shall be accompanied by the following information;
- a. The total amount deducted from each employee shall be remitted to the Association by the 15th of the month following the month in which such deductions were made, and the Employer shall include with each remittance the following information for each employee:

- i. Name;
    - ii. Station;
    - iii. Gross pay for the pay period;
    - iv. Amount of dues and fees deducted and remitted on behalf of the volunteer;
    - v. Job Title
  - b. Twice annually, the Employer shall forward;
    - i. Date of hire,
    - ii. Address and telephone contact info for all volunteers;
    - iii. Rank for each volunteer
  - c. Quarterly, the Employer shall forward a report with voluntary and involuntary terminations for the quarter.
- 5.04 The Employer shall annually report on a volunteer's T-4 form the amount of Association dues and fees deducted and remitted to the Association on the volunteer's behalf in that year.
- 5.05 Volunteers who cannot support the Association because of conscientious objection, as determined by the Association's internal guidelines may apply to the Association in writing for status as conscientious objector.

## **ARTICLE 6 - ASSOCIATION REPRESENTATION**

- 6.01 For the purpose of representation with the Employer, the Association shall function and be recognized as follows:
- a. The Association may appoint or elect up to one steward per volunteer or composite Station. Stewards are representatives of the volunteer firefighters in certain matters pertaining to this Agreement, including the processing of grievances. Only those volunteer firefighters who have successfully completed the probationary period shall be eligible to be a steward.
  - b. The Association may elect or otherwise select a bargaining committee consisting of five (5) members and five (5) alternates. All members of the bargaining committee shall be active volunteer firefighters and shall have completed probation.
  - c. The Employer agrees to pay the bargaining committee members or stewards for time spent on Association business, as follows;
    - i. Payment for up to two (2) officials of the Association for time spent attending a grievance meeting.



- ii. Payment for up to five (5) officials to attend at labour management meetings, to a maximum of two (2) hours each.
  - iii. Payment for up to five (5) volunteers, properly appointed as stewards, to attend up to eight (8) hours of Union training, per year.
  - d. CLAC Representatives are representatives of the volunteer firefighters in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and advocating for the volunteer firefighters' collective bargaining rights as well as any other rights under this Agreement and under the law.
  - e. The Association agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 6.02 The Employer will provide a bulletin board conspicuously placed in each volunteer and composite station for the exclusive use of the bargaining agent for legitimate Association business. The Association agrees that defamatory or libellous statements concerning the City/Fire Services and its Officers are in violation of CGS' Code of Conduct, Employee Handbook and various policies.
- 6.03 The Employer shall permit representatives of the Association to attend regular training nights and provide up to one-half (½) hour to discuss Association affairs. Members will not be paid for the time used to discuss such affairs, and such time shall not interfere with the delivery of regular training. The Association shall provide at least five (5) days' notice of its intent to attend to a training night.

## **ARTICLE 7 - HIRING GUIDELINES AND PROBATION**

- 7.01 All new volunteers will serve a probationary period of twelve (12) calendar months from the date of hire, during which time the volunteer shall be deemed a "probationary volunteer" for the purpose of this Agreement. Upon successful completion of the probationary period, the volunteer shall be deemed a "volunteer" as defined in Article 3:02.
- 7.02 During the probationary period, a volunteer must complete a new recruit training program of at least forty (40) hours, in addition to the regular station training the volunteer will attend at his station. The first forty (40) hours of training shall occur before a new volunteer is assigned to his station.
- Probationary volunteers shall receive no payment for the forty (40) hours of probation training, but, upon successful completion of the probation period, shall receive a one time, lump sum payment of \$500.00.
- 7.03 Prior to the completion of the probationary period, the Captain and Assistant Deputy Chief shall provide that probationary volunteer a formal evaluation and

shall submit said evaluation with recommendations to the Fire Chief or his designate.

- 7.04 All successful candidates shall, before the completion of the probationary period, obtain a valid DZ driver's license, and, notwithstanding Article 7.01, the probation period shall not be deemed complete until the license is achieved. The Employer may extend an individual's probationary period with the approval of the Association, to a maximum of eighteen (18) months, and such approval shall not unreasonably be denied.

## **ARTICLE 8 - VOLUNTEER FIREFIGHTER STATUS**

- 8.01 Volunteer firefighter status for the purpose of this Article is achieved upon the successful completion of the probation period. For those volunteers that have completed probation, their status will be lost and the employment relationship deemed terminated if the volunteer firefighter:
- a. Quits, resigns or retires;
  - b. Is discharged for just cause;
  - c. Fails to attend for a period of sixty (60) calendar days, without notice;
  - d. Fails to return after an approved leave of absence;
  - e. Is absent due to an illness or injury for more than twenty-four (24) months and there is no reasonable likelihood of his return.

## **ARTICLE 9 - REDUCTIONS AND REASSIGNMENTS**

- 9.01 In the event of a change in emergency response service delivery where the work customarily or normally performed by volunteer firefighters within the bargaining unit is modified, reduced, or re-assigned to workers outside of the bargaining unit, the volunteer firefighters:
- a. Shall not be laid off;
  - b. Shall be offered a transfer to another volunteer or composite response Station(s). The transfer shall be to the Station nearest the volunteer's residence; and,
  - c. Shall have the performance standards for call response waived for a period of six (6) months from the time of transfer.
- 9.02 Notwithstanding the above, probationary volunteer firefighters at the affected station(s) may be laid off.

## **ARTICLE 10 - JOB POSTING**

- 10.01 In the event a vacancy occurs for the position of Acting Captain or Captain;

- a. The Assistant Deputy Chief shall post notice of the vacancy for a minimum of two (2) calendar weeks in order that volunteers from the station where the vacancy exists are given an opportunity to apply for such position.
- b. Volunteers interested shall submit their application in writing to the Assistant Deputy Chief.
- c. A Promotional Board shall be struck in order to determine the successful candidate for the position of Captain or Acting Captain. The promotional board shall be comprised of either a Deputy Chief or designate and two (2) Captains. If possible, the Captains shall be selected from the station at which the vacancy is declared.

The Fire Chief, or designate, shall give written notice to the Association of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

- 10.02 A promotional board shall, after seeking input from the volunteers in that station/district, and after taking into consideration the skill, ability, experience, qualifications and length of service of the applicant, shall recommend a successor to the vacant position to the Fire Chief. The promotional board shall make its selection within eight (8) weeks.
- 10.03 A volunteer who is awarded a Captain position in accordance with the foregoing will be subject to a trial period of twelve (12) consecutive months. The Employer may require a Captain to attend up to twelve (12) additional hours of training. At any time during the trial period, the volunteer may be transferred back to his former position either at the Employer's request or at the request of the volunteer and any individual affected by that occurrence will likewise be returned to their former positions.
- 10.04 The Employer shall post at all volunteer and composite halls notice of any vacant full-time firefighter positions in the City of Greater Sudbury. In its system for ranking applicants, the Employer shall give credit to volunteers for their service with the Employer. Only the volunteers in the City of Sudbury shall be eligible. Where a volunteer is deemed to be relatively equal to external applicants, the volunteer shall be given first consideration in hiring.

## **ARTICLE 11 - LEAVES OF ABSENCE**

- 11.01 A volunteer firefighter who has completed the probationary period may request a leave of absence without pay in writing prior to the commencement of the leave, subject to the following, and such requests shall not be unreasonably denied:
  - a. For a leave of absence of not more than four (4) weeks, notification shall be submitted to the Station Captain.

- b. For a leave of more than four (4) weeks, the request shall be submitted to the Assistant Deputy Chief in writing for approval by the Deputy Chief.

## **ARTICLE 12 - CLASSIFICATIONS AND HONOURARIUMS**

- 12.01 Volunteer firefighters shall be paid for their time and service, and classified in accordance with Schedule "A" which is attached to, and forms part of this Agreement.
- 12.02 Payment shall be issued bi-weekly, by direct deposit.

## **ARTICLE 13 - HOURS OF WORK AND ATTENDANCE**

- 13.01 Hours of work and attendance requirements shall be as set forth in Schedule "B" which is attached to, and forms part of this Agreement.
- 13.02 Volunteers will each be paid to attend up to six (6) hours of regularly scheduled weekly training events per month, in accordance with, and subject to Schedule B, paragraph 3.
- 13.03 Volunteer firefighters are encouraged to identify themselves as volunteer firefighters to their regular full-time or part-time Employer, and request permission to respond to calls during regular working hours when reasonably practical and beneficial. Upon request, the Fire Chief or designate shall provide a letter confirming that the individual is serving as a volunteer firefighter with the City of Greater Sudbury.
- 13.04 Where a member of the bargaining unit is also employed by the Employer in a capacity not within the bargaining unit, that employee may request permission to respond to fire calls during regular work hours. The Fire Chief or his designate shall provide a written request to the employee's department/division within the City encouraging that department/division to permit the volunteer to respond to calls during daytime working hours when reasonably practical.
- 13.05 **Meal Allowance**  
Firefighters attending at a fire call for a period of four (4) continuous hours or more, and for each subsequent four (4) hour period thereafter, shall be provided with a meal on scene, at station or as directed by the Platoon Chief with a value of twenty dollars (\$20.00) per person.

## **ARTICLE 14 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL**

- 14.01 The Employer will provide each volunteer firefighter with personal protective equipment, and apparel as described in Schedule "C".

## **ARTICLE 15 - IDENTIFICATION CARDS**

- 15.01 All volunteer firefighters shall be provided with an identification card. Such identification card shall be the property of the City of Greater Sudbury and it shall be returned to the City of Greater Sudbury on a firefighters' departure from the Fire Service.

## **ARTICLE 16 - HEALTH AND WELFARE**

- 16.01 The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) coverage to the maximum allowable rate as set by WSIB.
- 16.02 In order to protect the volunteer firefighters and their families from the financial hazards of illness or injury, the Employer will pay 100% of the premiums for an Occupational Accidental Death and Dismemberment insurance coverage for each volunteer firefighter and such coverage will include as a minimum a principle amount equalling \$200,000 for on duty coverage.
- 16.03 The Employer's sole responsibility shall be for the payment and timely remittance of benefit/insurance premiums for the type and coverage identified herein, or to the same level as in place at the time of this Agreement became effective. Any dispute regarding payment of benefit or coverage is between the insurance carrier/provider and shall not be the subject of a grievance between the Association and the Employer.
- 16.04 The Employer agrees to pay the cost for any required medical examinations requested by the Fire Chief or his designate.

## **ARTICLE 17 - TRAINING & EDUCATION**

- 17.01 The parties acknowledge that training is a dominant part of learning and maintaining the skills necessary in the fire service. At the direction of the Fire Chief or designate, the Training Division of Fire Services is responsible to develop the training programs, oversee the training programs and to ensure that training is conducted by training instructors that are competent and skilled in the areas that they teach.
- 17.02 Whenever possible, volunteer firefighters shall provide the general instruction in fire services theory and practical skills (core skills). In the event volunteer firefighters are not reasonably available or qualified, or cannot reasonably become qualified through a train the trainer program, training may be provided by a person outside the bargaining unit. Any fees incurred in obtaining or maintaining training necessary for the delivery of training to other volunteers shall be paid for by the Employer.
- 17.03 The Employer agrees to pay the tuition costs for courses authorized by the Fire Chief or his designate that are outside of the municipal boundary of the City.

When a volunteer is authorized to use his own vehicle to travel to and from such courses(s), the Employer will pay the applicable rate per kilometer as established by City policy.

- 17.04 The Employer will assist any volunteer firefighter in obtaining and maintaining a DZ license by making available vehicles where necessary for training and licensing.
- 17.05 The Employer shall meet annually with the Association at a Labour Management Committee forum for the express purpose of seeking input into the training calendar that will be established for the upcoming calendar year.
- 17.06 A volunteer firefighter may request written confirmation of successful completion of any course or required training for which the Employer maintains record, which the Employer shall provide.

#### **ARTICLE 18 - TRANSFERS BETWEEN VOLUNTEER STATIONS**

- 18.01 The Employer will make every reasonable effort to accommodate volunteer firefighters requesting a transfer to another volunteer or composite station in the event their permanent residence is relocated within the primary response area of such station.
- 18.02 When a volunteer firefighter requests a transfer to another station, he shall make the request in writing to the Deputy Chief or designate. The Deputy Chief or designate shall consult with the Station Captain for input. An officer who is granted a transfer shall preserve his rank upon transfer.

#### **ARTICLE 19 - EMPLOYEE INDEMNIFICATION**

- 19.01 The Employer will pay the premium cost necessary to ensure volunteers are covered under the City's "Legal Expense" policy, "Non-Owned Automobile Insurance", and "Errors and Omissions Liability Insurance" policies. Any changes to the terms and conditions of these policies will be communicated in advance to the Association.

#### **ARTICLE 20 - HEALTH & SAFETY**

- 20.01 The Employer and the Association agree to establish and maintain a Joint Health and Safety Committee in accordance with the Terms of Reference which will include one volunteer representative from each district. The Employer recognizes the right of this committee to represent the volunteers in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act, 1990*. R.S.O. of Ontario and the Regulations thereto.

## **ARTICLE 21 - COMMITTEES**

- 21.01 The Employer and the Association agree to establish a labour-management committee. The function of this committee shall be to discuss matters of mutual concern and to provide an opportunity for open communication on issues between the parties provided that the committee not discuss any matter which at the time is the subject of an outstanding grievance or collective bargaining. Meetings shall be scheduled to occur at least once every six (6) months. A CLAC Representative may attend such meetings as required. Notwithstanding the above, the parties may mutually agree to call a special meeting if necessary.
- 21.02 In the event the Employer has and/or establishes a committee or advisory group tasked with reviewing operational policy/practice, health and safety policy/practice, or for providing input to the acquisition of equipment/apparel, which directly relates to volunteer operations, the volunteer firefighters shall be invited to participate. The Association shall be responsible for appointing delegates to the committee from the bargaining unit.

## **ARTICLE 22 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 22.01 Without limiting the right of the Employer to assess performance and counsel a volunteer, when the attitude or performance of a volunteer warrants disciplinary action by the Employer, such disciplinary action shall be issued by the Chief or his designate at a meeting with the volunteer. Any disciplinary action issued shall be followed up in writing, and copied to the Association. The Employer shall give a volunteer ten (10) working days' notice before holding a disciplinary meeting, unless the cause for such discipline requires more immediate response. A volunteer may bring a steward of his choosing to a disciplinary meeting. Disciplinary action shall conform to the generally accepted principles of progressive discipline.
- 22.02 Within ten (10) days following a suspension or discharge, the Association may process a grievance via Step 2 of the grievance procedure provided the volunteer firefighter has completed the probationary period.
- 22.03 Any record of disciplinary action shall be removed from a volunteer's employment record after a period of twelve (12) months from the date discipline is issued, provided no further discipline has been issued during that period. A volunteer may request a meeting with the Human Resources and Organizational Development Department at a time that is mutually convenient in order to review the contents of their employment record.

## ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 The parties to this Agreement recognize the stewards and the CLAC Representatives specified as the agents through which volunteer firefighters shall process their grievances and receive settlement thereof.
- 23.02 A volunteer firefighter having a question or a complaint that has not already been dealt with by his Captain shall refer it to the Assistant Deputy Chief.
- 23.03 **Step 1**  
If the question or complaint is not resolved after discussion with the Assistant Deputy Chief, the volunteer firefighter, accompanied by a steward or CLAC Representative, may submit a written grievance to the Deputy Fire Chief or their designate within ten (10) days of the act or condition causing the grievance. Within ten (10) days of the written submission, the parties will meet to attempt resolution of the grievance. The Deputy Fire Chief or their designate will issue a response in writing to the Association within five (5) days of the meeting. In the event the grievance is denied or the Deputy Fire Chief or their designate fails to respond, the grievance may be submitted to Step 2 of the grievance process.
- 23.04 **Step 2**  
If the grievance is not settled under Step 1, the Association may within ten (10) days submit a written grievance to the Fire Chief. The parties shall meet within ten (10) days after submission of Step 2 grievance. The Fire Chief or their designate shall notify the Association of his decision in writing within five (5) days following said meeting. In the event the grievance is denied or the Fire Chief or their designate fails to respond, the grievance may be submitted to arbitration.
- 23.05 The time limits as prescribed may be extended by mutual agreement of the parties in writing.
- 23.06 A "Group Grievance" is defined as a single grievance, signed by a steward or CLAC Representative on behalf of a group of volunteer firefighters who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 23.07 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 2 of the grievance process. Such Policy Grievance shall be signed by a steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 23.08 If a grievance remains outstanding after Step 2 of the grievance procedure, the parties may by mutual agreement, elect to refer the grievance to mediation. The party requesting mediation shall send notice of its desire to refer the grievance to mediation within ten (10) ten days of receiving the written decision at Step 2,



or within ten (10) ten days after a decision should have been issued. The parties agree that all expenses arising from the appointment of the mediator shall be shared equally.

**ARTICLE 24 - GRIEVANCE ARBITRATION**

- 24.01 If the parties fail to settle the grievance pursuant to the procedure described at Article 23, the grievance may be referred to arbitration under the following procedure.
- 24.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten (10) days after failure to settle at mediation.
- 24.03 All arbitrations shall be heard by a single arbitrator. If the parties do not agree upon a single arbitrator within five (5) days after receipt of written notice described in Article 24.02, above, either party may request the appointment of a single arbitrator by the Minister of Labour for Ontario.
- 24.04 Each of the parties agrees to equally share in the cost of the arbitrator.
- 24.05 No arbitrator shall have the right to alter the provisions of this Agreement.

**ARTICLE 25 - DURATION**

- 25.01 This Agreement shall continue in full force and effect on the day it is ratified until December 31<sup>st</sup>, 2019, and for further periods of one (1) year, unless notice is given by either parties of the desire to delete, change, or amend any of the provisions contained herein, within the period of ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

Signed this 23<sup>rd</sup> day of May, 2018 in Sudbury, Ontario.  
For the Employer

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**SCHEDULE "A"**  
**Honorariums and Classifications**

	<b>Jan 1/17</b>	<b>Jan 1/18</b>	<b>Jan 1/19</b>
		1%	1%
<b>Probationary Volunteer</b>	16.24	16.40	16.56
<b>Volunteer</b>	23.20	23.43	23.66
<b>Captain</b>	25.35	25.60	25.86
<b>Acting Captain</b>	24.28	24.52	24.77
<b>Weekend Guard/Stand-by Duty</b>	107.88	108.96	110.05

**Retention Pay**

- After five (5) years of service – one time payment of \$150
- After three (3) years thereafter – one time payment of \$150 (i.e. 8 years, 11 years, 14 years, 17 years, etc.)
- Payment shall only be made if the attendance requirements have been met

**SCHEDULE “B”**  
**Hours of Employment and Responsibilities**

**1. Emergency Response Calls**

- a. A volunteer firefighter will respond to an alarm when he is available to respond. Each firefighter shall determine at his discretion when he is available to respond to an alarm, subject to the minimum attendance requirements set out in the Agreement.
- b. Payment for response to an emergency event shall begin at;
  - i. the time of dispatch, if the volunteer firefighter responds directly to the station or emergency scene when notified by pager; or,
  - ii. the time they are requested to respond for standby.
- c. Volunteer firefighters that respond to a call but are directed to return to the station or remain there, shall remain in station for up to sixty (60) minutes after being dispatched, at the discretion of the station Officer or designate, and shall complete duties as assigned by the station Officer or their designate. A volunteer who has excused himself from his regular place of employment, and who must return to work shall be exempt from this expectation.
- d. Volunteers shall receive a minimum of two (2) hours pay for every emergency event to which they are asked to respond, unless they are stood down by dispatch before an apparatus is able to leave the station, in which case they shall be paid for a minimum of one (1) hour only.
- e. Subject to Paragraph 1(b) above, payment for emergency response shall conclude at;
  - i. the time that the volunteer firefighter left the scene and ceased involvement in the call; or
  - ii. if required to return to the station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that volunteer is released from duty by the ranking officer in the station.

**2. Weekend Guard/Standby Duty**

Beginning the first week of July and until Labour Day each year, each volunteer and composite station shall assign two volunteers to be on Weekend Guard duty at a time. Weekend Guard shall commence at 7:00 p.m. on Friday and conclude on 7:00 p.m. on Sunday. Weekend Guard will be extended to include public holidays when such holidays occur on a Friday or Monday. The Captains at the volunteer and composite stations shall assign which volunteers shall serve but the volunteers assigned must possess a valid DZ license and shall not be a probationary volunteer firefighter. Payment for weekend guard shall be at the flat rate, per day, as identified in Schedule “A”, above.

In the event that the Fire Chief determines that a station or district need provide stand-by duty for any other reason, the provisions above shall apply.

**3. Training**

- a. The Employer shall schedule regular weekly training periods at each station that volunteers will attend at their discretion, subject to attendance requirements. In the event the Employer intends to change the established weekly training night at each station, the Employer shall issue written notice at the affected station(s), two (2) months prior to such change.
- b. Four (4) of the available six (6) hours of pay per month shall be used exclusively for weekly training nights, unless the parties agree otherwise. The Association shall not unreasonably withhold its agreement.
- c. The Employer may elect to use two (2) of an individual's total number of hours available for training each month for training at some other event in the month. The Employer shall give notice of such intent in the month prior, or earlier.
- d. The weekly training night can be extended with advance approval from the Deputy Chief or designate.
- e. The Employer may establish additional weekly training times, to accommodate individuals that cannot attend the regularly scheduled weekly training event.
- f. Captains can schedule the use of the training grounds at LEL through the Training Division. It is understood that a training plan/outline will be provided. Any training which occurs on the training grounds at LEL shall not include the use of the propane simulator.
- g. For Employer approved training that is arranged through the Ontario Fire College, or equivalent, a volunteer may claim up to two (2) hours of pay for each day he attended such training, and provided he can verify successful completion of the course.

**4. Station Duties**

In order to ensure the efficient and cost-effective operation of each station, the Employer agrees to allow the Station Captains to assign, to a maximum number of hours per week as outlined below, station duties to the volunteer firefighters in their station, regular maintenance and clean up. The Station Captains will also determine how, and to whom the work will be assigned.

- a. Station hours in each station shall be provided as follows:
  - i. Composite Stations - Four (4) hours per week for each composite station
  - ii. Volunteer Stations
    - Four (4) hours per week shall be provided for each volunteer station.

- Two (2) additional hours shall be provided for each volunteer station with three (3) firefighting apparatus, and two (2) hours for each additional apparatus thereafter.
- One (1) hour per week shall be provided for each station that houses a compressor for refilling SCBA's.
- The maximum number of hours assigned per hall shall be ten (10) per week.

5. **Officers Duties**

Officers shall be allotted four (4) hours per month to complete administrative duties, but no less than five (5) hours per month per station.

6. **Fire Prevention**

Volunteers that are assigned to participate in fire inspections shall be paid for all such hours, the rate identified as Schedule "A".

7. **Public Education Hours**

Each volunteer and composite station is allotted thirty (30) hours of public education hours, to be used to attend fire safety education and prevention events. The time shall be scheduled and assigned by the Captains, in consultation with the Deputy Chiefs or designate in advance of the event. It is understood that unused hours from stations may be reallocated to other stations at the discretion of the Deputy Chief or designate upon receiving a request for additional paid hours from a station Captain. At his sole discretion, the Fire Chief or designate may increase hours to stations as required.

8. **Witness Duty**

A volunteer subpoenaed to act as a witness in a criminal or civil court proceeding in connect to his service with the Employer, and whose wages are not continued by the his regular employer shall be compensated for lost wages from his regular employment, less any payment received for witness duty. In the event the volunteer is not employed, or does not experience loss of wage from his regular employer, he shall receive the rate of pay identified at Schedule "A" for each hour of attendance, less any payment received for witness duty.

9. **Committee Duties**

Volunteers that participate on committees, at the request of the Fire Chief, or at the request of the Chief's designate, shall receive the hourly rate identified at Schedule "A".

**SCHEDULE "C"**  
**APPAREL**

1. A probationary volunteer firefighter participating in Volunteer Recruit Training shall be issued:

- One (1) pair of fatigue pants
- Two (2) t-shirts (one long and one short sleeve)
- One (1) belt
- Functional Pager (upon completion of required training)

After five (5) years of service and upon achieving the established attendance requirements, a Volunteer may elect to be issued a pair of leather combination structural firefighting boots which have been sourced through the vendor of record for the Fire Service. Any replacement boots will be issued on an as needed basis.

2. On January 1<sup>st</sup> of a volunteer's second full calendar year of service, and every second year thereafter, he shall be assigned an apparel allowance of \$275.00 for the purpose of purchasing apparel listed below.

The Employer shall identify the per unit cost of each item, at cost. The per unit cost set in 2018 shall remain fixed for the duration of the Agreement.

3-in-1 Jacket	Short Sleeve Blue T-Shirt
Work Shoes	Long Sleeve Blue Sweatshirt
Winter Sweater	Bunker Bag
Nomex IIIA Pant	Station Wear Bag
Nomex IIIA	Belt
Winter Parka	Socks
Hat (Officer)	Long Sleeve T-shirt
Hat (Firefighter)	Ladies Sweater (Cardigan)
Nylon Spring Jacket	Ladies Shoes
Raincoat	Flashlight with bunker gear clip
White Uniform Shirt	Shoulder Flashes
Dress Pants	Skirt
Neck Tie	Rank Insignia Tie Clip
White Ceremonial Gloves	Cap with Badge

In the year where a volunteer is eligible to purchase clothing, and where they have at least five (5) years of service and have met the attendance requirements, the Volunteer may elect to use the full clothing allowance to purchase a Tunic

## LETTER OF COMMITMENT

LC:01 The Parties shall establish an Honour Guard Committee for the purpose of establishing an Honour Guard. The Committee will comprise three (3) members of the Association and at least one (1) representative of the Employer.

LC:02 The Parties agree to a trial for the duration of the CBA to implement Recruitment Pools for Volunteer Firefighters. The recruitment pool shall be administered in accordance with the Recruitment Guidebook.

The Parties agree to meet to discuss opportunities to provide realistic job previews to applicants. Discussions will include topics such as open houses, training nights, participation restrictions (e.g. no performance of practical tasks due to injuries, etc.), as well as Officer feedback and recommendations.

The Association shall assign three (3) members to meet with the Employer.

The above noted trial may be terminated by either party by providing thirty (30) days notice.

LC:03 The Parties agree to establish a Volunteer Firefighter Advisory Committee for the purposes of discussing operational issues. It is agreed that the parties will establish terms of reference for the Committee which outlines the scope of responsibility for the committee, membership, etc.

It is understood that this Committee is not established to replace or circumvent the Labour Management forum/meetings and therefore any matter covered by the CBA shall not be discussed by the Committee.

The Association shall assign up to two (2) members per district to meet with the Employer.