

COLLECTIVE  
1996

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**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF SUDBURY**

**and**

**SUDBURY PROFESSIONAL FIRE FIGHTERS**

**ASSOCIATION**

**IAFF LOCAL 527**

**April 1, 1996 - June 30, 1998**

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**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF SUDBURY**  
**AND**  
**SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**IAFF LOCAL 527**

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**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF SUDBURY**  
**AND**  
**SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**IAFF LOCAL 527**

**THIS AGREEMENT** made and entered into this 1st day of April, 1996.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SUDBURY,**  
(Hereinafter called the "Corporation")  
OF THE FIRST PART

-AND -

**SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**IAFF LOCAL 527**  
(Hereinafter called the "Association")  
OF THE SECOND PART

**ARTICLE 1 - SCOPE**

- 1:01 This Agreement shall apply to all full time firefighters of the Corporation as defined in the Fire Department's Act and to all other full time employees of the Fire Department of the Corporation except the Fire Chief, the Deputy Fire Chief, and the Secretary to the Fire Chief.
- 1:02 When the context so requires or permits the singular number shall read as if the plural were expressed and the masculine gender as if the feminine, as the case may be, were expressed.
- 1:03 Work customarily performed by the employees within the Scope of this Agreement and members of the Sudbury Fire Department Volunteer Brigade, shall not be performed by other employees except for the purpose of instruction, experimentation, during an emergency and other cases that may be mutually agreed upon by the parties.

## ARTICLE 2 - ASSOCIATION RECOGNITION

2:01 The Corporation hereby recognizes the Association as the sole collective bargaining agent for all employees covered by Article 1 - Scope in respect to hours of work, wages, and all other conditions pertaining to this Agreement.

## ARTICLE 3 - ASSOCIATION SECURITY

3:01 (1) It is agreed and understood by the parties hereto that there shall be a compulsory check-off upon all employees who come within the Scope of this Agreement after thirty (30) days of employment and it shall continue during the period of this Agreement.

(2) The Corporation agrees to remit the amount of dues so deducted to the Association on a monthly basis.

3:02 The Corporation agrees to deduct the amount of dues from the earnings of each employee in the amount certified by the Association to be currently in effect, according to its constitution and by-laws.

### 3:03 Succession Rights

In the event the Employer merges or amalgamates with any other body, the Employer will:

- 1) Provide the Union with as much advance notice as possible;
- 2) Attempt to ensure that all seniority rights are maintained;
- 3) Attempt to ensure that all service credits relating to vacations with pay, pension benefits, and any other benefits will be recognized.

## ARTICLE 4 - CORPORATION RIGHTS

4:01 The Association agrees that it is the exclusive right of the Corporation to:

- (1) Maintain order, discipline, and efficiency;
- (2) Hire, lay off, classify, direct, transfer, promote employees;

- (3) To demote, suspend, discipline or discharge **employees** for **just and reasonable cause**;
- (4) Generally to manage the enterprises in which the Corporation is engaged, and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used, and the number of persons to be employed.

4:02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

#### **ARTICLE 5 - DISCIPLINE**

5:01 Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of **forty-eight (48)** consecutive months from the date of the last recorded discipline, then those disciplinary notices shall be disregarded in considering the employee's personnel record.

#### **ARTICLE 6 - ASSOCIATION DISCRIMINATION**

6:01 There shall be no discrimination by either the Corporation or the Association against any employee because of the employee's membership, non-membership, activities or non-activities in the Association or because of the employee's race, creed, colour, religion, place of origin, political affiliations, age, sex, marital, or parental status, nationality, ancestry or place of residence.

#### **6:02 Harassment Policy**

The Parties agree to utilize the existing Corporation of the City of Sudbury Harassment Free Workplace Policy, 1994-02-02.

#### **ARTICLE 7 - SENIORITY**

#### **7:01 Promotions**

(1) Upon meeting the standard of efficiency required for the position in question, and having a satisfactory disciplinary record, seniority shall be the basis for promotion. After the completion of the trial period, seniority shall be effective from the original date of employment.

(2) For fire fighters, efficiency shall be assessed in the first instance by written and oral examinations and personal performance appraisals of the fire fighter by the fire fighter's immediate next two (2) ranking supervisors and the Director of Training.

(3) Final confirmation of promotion shall be contingent upon satisfactory performance in the new position above the rank of 1st Class Fire Fighter for a trial period not to exceed twelve (12) months.

(4) Notwithstanding Article 7:01 (1) in the case of temporary vacancy hereby defined as an absence of up to eight (8) weeks, the senior qualified person within the platoon wherein the vacancy occurs will be provided with the acting promotional opportunity to a higher rank. However, it is hereby agreed that as soon as it becomes reasonably apparent in any situation that a temporary vacancy will involve an absence of longer than eight (8) weeks, then Article 7:01 (1) will apply with regard to the acting promotional opportunity concerned.

7:02 (D) Seniority rights shall cease, and employment will be terminated for any of the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just and reasonable cause;
- (c) For a Permanent Employee who has completed less than five (5) years of continuous service, after a lay-off extending for a period of more than twelve (12) consecutive months.
- (d) For a permanent employee who has completed five (5) or more years of continuous service, after a layoff extending for a period of twenty-four (24) consecutive months.

(2) Seniority rights may cease and employment may be terminated for any of the following reasons:

- (a) Failing to report to work within fourteen (14) calendar days after receipt of a notice by registered mail to return to work after a lay-off;
- (b) Absent without permission for any period in excess of three (3) consecutive working days.

7:03 The Employer shall provide the Association with the following advice relating to employees within the bargaining unit:

- (a) A list of employees ranked by Seniority showing their names, addresses and classifications in January of each year: a second list will be provided to the Association upon request.
- (b) Copies of job postings, job awards, promotions, and demotions.
- (c) Information as to hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
- (d) Information relating to fringe benefit programs including pensions and benefit plans as described in Articles 14 and 18 may be supplied by the Human Resources Section upon individual request.

7:04 Protests in regard to seniority standing must be submitted in writing to the Chief of the Fire Department within thirty (30) days of receipt of the Seniority List. Protests will be handled as grievances.

7:05 In the event of a reduction in the work force through lay-off, lay-off shall commence with the employee with the least seniority. In the event of recall the most senior person laid off shall be the first recalled. If the lay-off affects promotion the last person promoted will be the first demoted. If subsequent recall requires reinstatement of officers, the most senior officer demoted shall be the first to be re-promoted.

7:06 (1) In filling job vacancies and promotions notice shall be posted for twenty-one (21) calendar days at the appropriate locations including all bulletin boards. The Employer shall award the jobs within seven (7) calendar days of the closing date of the posting. Time limits as set out in this article may be extended by mutual agreement of the Parties concerned.

(2) The Fire Chief 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.

#### **ARTICLE 8 - CLASSIFICATIONS, WAGE RATES AND SERVICE PAY**

8:01 (a) Attached hereto and forming an integral part of this Collective Agreement are the following schedules:



Schedule "A"	Fire Fighter Pay Plan
Schedule "B"	Alarm Room Operators Pay Plan

(b) **Fire Fighters - Bi-Weekly Formula**

Both parties agree that the following formula will be utilized when converting a Fire Fighter's annual salary to a by-weekly rate for payroll purposes:

The employee's annual salary will be divided by the number of days in any given year (365 days in a normal year, 366 days in a leap year), the result will be divided by the average number of hours of work each day (6) multiplied by the number of hours worked on a by-weekly basis (84).

Example: First Class Firefighter April 1, 1998

$$\begin{aligned} \$55,447.00 \text{ divided by } 365 &= \$151.909 \\ \text{divided by } 6 &= \$25.318 \times 84 = \$2,126.71 \text{ BW} \end{aligned}$$

(c) **Alarm Room Operators - Bi-Weekly Formula**

Both parties agree that the following formula will be utilized to calculate an Alarm Room Operator's by-weekly rate of pay for payroll purposes:

A First Class Fire Fighter's by-weekly rate of pay at seventy percent (70%).

Example: First Class Firefighter's by-weekly rate of pay on April 1, 1998 - \$2,126.71 @ 70% = \$1,488.697.

The above formula represents an Alarm Room Operator's rate of pay at the thirty-seven month level. Those Alarm Room Operators who have attained thirty-six or fewer months of service will be paid in accordance with the provisions of Schedule "B" attached hereto.

8:02 When a fire fighter or officer of the Department relieves in a position of higher rating, the fire fighter or officer will receive the rate for the position in which the fire fighter or officer is relieving. However, the maximum rate for all personnel lower than that of Captain will not exceed that of Captain.

8:03 (1) All fire fighters of the Fire Department who have completed five (5) years of continuous service will receive a service stripe and an additional stripe for every five (5) years of completed service thereafter.

(2) All fire fighters and Alarm Room Operators within the Scope of this Agreement shall receive the following service pay:

- \* On the completion of 5 years of continuous service \$50./annum
- \* On the completion of 10 years of continuous service \$100./annum
- On the completion of 15 years of continuous service \$150./annum
- \* On the completion of 20 years of continuous service \$200./annum
- On the completion of 25 years of continuous service \$250./annum

These payments shall be paid with the last regular pay cheque in November each year.

8:04 (1) When a fire fighter has completed a regular work day and is considered being off duty, and is subsequently summoned under the Fire Protection and Prevention Act, Part IX Article 43 or is directed and authorized to work in excess of the regular work day or the fire fighter's days off, the fire fighter may be granted time off as is mutually agreeable between the employee involved and the Fire Chief.

Such time off shall be taken at straight time; however, the employee involved may elect not to take the time off in which case the employee will be reimbursed for the excess hours at a rate of time and one-half (1 ½) his/her regular rate of pay.

The maximum number of hours that any employee will be permitted to accumulate at any time will be ninety-six (96) hours.

Once the employee has banked the overtime he/she will only be permitted to take such time off at straight time, and will not be paid for the banked hours, except upon termination of employment.

It is mutually agreed that hours banked prior to ratification of this Agreement may be used according to the previous Collective Agreement Article 8:05 (1994).

(2) It is agreed and understood that an employee summoned under Article 8:04(1) shall be guaranteed a minimum of three (3) hours for each recall, and that an employee called upon to work overtime continuous with the employee's regular shift the employee shall not receive the aforesaid minimum three (3) hours

guarantee.

(3) Reference to lieutime in paragraph 1 and minimum call out time in paragraph 2 above also apply to Articles 8:05, 8:06, and 8:07 below.

8:05 (1) When a fire fighter is requested to work overtime (not under the Fire Protection and Prevention Act, Part IX Article 43), and performs the duties of a fire fighter, or an Alarm Room Operator, the fire fighter shall be compensated at a rate of one and one-half (1½) times that of a First Class Fire Fighter for all overtime hours worked.

(2) Notwithstanding Article 8:05 (1), when a fire fighter below the rank of First Class Fire Fighter is requested to work overtime (not under the Fire Protection and Prevention Act, Part IX Article 43), and performs the duties of a fire fighter or Alarm Room Operator the fire fighter shall be compensated at the rate of one and one-half (1½) times the rate of pay of the fire fighter's own classification for all overtime hours worked.

8:06 When a fire fighter is requested to work overtime (not under the Fire Protection and Prevention Act, Part IX Article 43), and performs the duties of an Officer, the fire fighter shall be compensated at the rate of one and one-half (1½) times the rate of pay for the classification in which the fire fighter is engaged for all overtime hours worked.

8:07 When an Alarm Room Operator is requested to work overtime (not under the Fire Protection and Prevention Act, Part IX Article 43), and performs the duties of an Alarm Room Operator, the Alarm Room Operator shall be compensated at a rate of one and one-half (1½) times the Alarm Room Operator's regular rate for all overtime hours worked.

8:08 The Corporation agrees to allow each member of the bargaining Unit to change shifts with other employees of equal rank. Both parties agree that shift changes will not be allowed for the purpose of engaging in work outside the service of the Corporation. Shift changes shall be approved by the Captain of the Platoon. The Fire Chief or Platoon Chief may disallow a shift change for a just and reasonable cause. Both parties agree that no shift change will result in any employee working in excess of 24 hour shifts in the Fire Fighting Division and 16 hour shifts in the Communication Division. The maximum number of shifts an employee may have owing to him/her is eight.

**8:09 Relieving Outside Bargaining Unit**

When an Employee is detailed to relieve in a position outside the Bargaining Unit, the Employee shall receive no less than ten percent (10%) above the Employee's regular rate, or the entry level of the non-union position for the full relief period whichever is greater. Such Employee shall continue paying dues to the Association during the full period of relief. The duration of such relief period shall be as mutually agreed between the parties.

**ARTICLE 9 -GRIEVANCE PROCEDURE**

9:01 The Association shall appoint a Grievance Committee of three (3) employees and shall notify the Corporation in writing of the names of such Committee members and any changes from time to time.

9:02 Should any complaint or grievance arise relative to the duties, privileges, working conditions or remuneration believed contrary to this Agreement or the accepted departmental rules and regulations, or as the result of any action involving an individual employee, the employee concerned may then proceed as follows:

**9:03 STAGE 1**

The aggrieved employee(s) may within twenty-one (21) calendar days after an occurrence, or in the case of disciplinary action within twenty-one (21) days after same has been brought to the attention of the grievor, reduce the grievance to writing and accompanied by representatives of the Grievance Committee, take the matter up with the Fire Chief. The Fire Chief shall, within seven (7) calendar days, arrange a meeting place and time to discuss and attempt to settle the grievance. The Corporation will be represented at this stage of the grievance procedure by the Fire Chief, and the Labour Relations Officer. Grievances that are not settled within seven (7) calendar days of the meeting may be referred to Stage 2, provided that not more than seven (7) calendar days have elapsed since the decision at Stage 1.

**9:04 STAGE 2**

The aggrieved employee(s) shall reconsider the grievance and the Fire Chiefs response at Stage 1 and decide within five (5) calendar days whether to proceed with the grievance. If the aggrieved employee(s) wish to proceed, the Assistant City Manager of Emergency/Corporate Services will meet with the aggrieved employee(s) accompanied by representatives of the Grievance Committee within seven (7) calendar days of notification by the aggrieved employee(s). Failing settlement at this stage, Stage 3 of the grievance procedure may be invoked

provided that no more than seven (7) calendar days have elapsed since the decision at Stage 2.

9:05 **STAGE 3**

The aggrieved employee(s), accompanied by representatives of the Grievance Committee, may then take the written grievance to a committee of Council members. In the case of discharge, the grievance shall be heard by the entire Council.

Failing settlement at this stage within fourteen (14) calendar days, then the grievance may be referred to Arbitration, as provided under the "Fire Protection and Prevention Act Part IX Article 57" as amended, provided that not more than thirty (30) calendar days have elapsed since the last meeting at Stage 2. In cases of discipline, suspension or discharge grievances before a single Arbitrator, the grievance or penalty imposed may be amended by any other arrangement which in the opinion of the single Arbitrator is just and reasonable.

9:06 **Time Extension**

An extension of time for the meeting of both parties may be granted by written mutual consent.

9:07 **Representative of Affiliated Body**

The Employer acknowledges the right of the Association to have a representative of an affiliated provincial body present in an advisory capacity at all stages of the grievance procedure.

9:08 **Written Communication**

The Employer agrees that a copy of all written communication regarding any grievance will be forwarded to the Recording Secretary of the Association.

9:09 **Attendance During Working Hours**

When a grievance hearing is scheduled during the grievor's normal working hours, the employer will make the arrangements necessary to permit the grievor to attend the grievance meeting.

**ARTICLE 10 -GENERAL GRIEVANCE**

10:01 Any difference arising directly between the Corporation and the Association

concerning the interpretation, violation, or provision of the terms of this Agreement may be submitted by either party to the other at Stage 1 of the Grievance Procedure, provided that not more than thirty (30) calendar days have elapsed since the occurrence of the grievance, or in the case of disciplinary action, thirty (30) calendar days after same has been brought to the attention of the employee concerned.

#### **ARTICLE 11 - EMPLOYEE CLASSIFICATION**

11:01 A Probationary Employee is an employee who serves up to a maximum probationary period of twelve (12) months with the Fire Department prior to being recommended as a Permanent Employee.

11:02 A Permanent Employee is one who has completed a twelve (12) month probationary period in the service of the Fire Department.

#### **ARTICLE 12 - ASSOCIATION MEETING**

12:01 The Association shall be granted the privilege of using the Fire Hall for Association meetings, on the understanding that the meeting shall not interfere with the operation of the Fire Department.

#### **ARTICLE 13 - SICK LEAVE OF ABSENCE**

13:01 (1) Subject to the provisions of this Article (13:01) hereinafter set out, all employees covered by this Agreement shall be entitled to and shall be subject to all conditions as set out in the Sick Leave By-law, 73-17 of the Corporation of the City of Sudbury and any amendments thereto to date. It is agreed and understood that the Sick Leave By-law of the Employer will not be amended during the life of this Agreement so as to adversely affect the employees covered by this Agreement.

(2) Notwithstanding anything to the contrary contained in the Sick Leave By-law 73-17, an employee covered by this Agreement who is sick and unable to report for work shall report the sickness to the Fire Department at least two (2) hours before the beginning of the employee's shift.

(3) In the event that an employee has been continuously disabled for a period of six (6) months and continues to be disabled so as to be unable to carry out the employee's regular duties, the Employer, at the request of the employee, shall stop sick leave payment and the employee shall be placed on a leave of absence without

pay for a maximum period of twenty-four (24) months. During said leave of absence, the Employee shall not suffer a loss of seniority. However, the employee will suffer a loss of annual vacations (Article 15), statutory holiday pay (Article 15), service pay (Article 8), and sick leave benefits (Article 13).

13:02 The Corporation will establish a method of continuing to pay for certain fire fighters who are absent from work as a result of an injury sustained while on duty and for which Worker's Compensation Benefits have been requested.

It is agreed and understood that:

- (a) This system of continuing full pay applies only to those fire fighters who possess accumulated sick leave credits.
- (b) The injured fire fighter will sign the appropriate form(s) required to authorize the Worker's Compensation Board to forward any benefit payments directly to the Corporation.
- (c) While the injured fire fighter remains so disabled, the fire fighter's full pay will continue from the Corporation.
- (d) While receiving full pay from the Corporation, the fire fighter will have reduced from the fire fighter's accumulated sick leave credits one and one-quarter (1%) days for each week for which the fire fighter receives full pay from the Corporation. In the case of a period of less than one (1) week, sick leave deductions will be prorated.

#### **ARTICLE 14 - BENEFIT PLANS**

14:01 (1) The Corporation agrees to contribute one hundred percent (100%) of the total premium cost for the following plans:

- (a) Liberty Health Comprehensive Extended Health Care, (with Overage Dependent Student Coverage; 21-25 years of age);

(Two Hundred Dollars (\$200.00) eye glass coverage);

- (b) Liberty Health Dental Plan #9; (with Overage Dependant Student Coverage; 21-25 years of age);

(1997 O.D.A. Fee Schedule effective October 1, 1997);

(1998 O.D.A. Fee Schedule effective as soon as possible following the announcement of fee schedules);

(c) Group Life Insurance Plan;

(Two (2) times basic annual salary as of any October 1st computed at the lowest thousand with double indemnity in case of accidental death);

(d) Ontario Health Tax on a replacement plan that may be introduced by the Ontario Government.

(2) Participation in these plans becomes a condition of employment for all employees covered by the Scope of this Agreement except as hereinafter provided.

(3) Employees covered by the Scope of this Agreement not wishing to participate in any of these Plans must indicate their wishes in writing and produce such evidence as may be required to justify their exclusion. All claims for exclusion must be submitted to the Human Resources Section who will arrive at a decision mutually agreeable with the Association.

14:02 The Corporation agrees to maintain the benefit plan described in Article 14:01 (1) for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for the sick leave benefits described in Article 13:01 (1) of the Agreement.

14:03 For Those Employees who:

(1) Retire on a normal retirement pension at Sixty (60) years of age;

(2) Voluntarily retire prior to Sixty (60) years of age on an early service pension under the provisions of the Ontario Municipal Employees Retirement System "85 Factor Early Retirement";

OR

(3) Are obliged to retire on a disability pension after having attained Fifty (50) years of age and accumulated Fifteen (15) years of continuous service.



The Corporation agrees to contribute One Hundred Percent (100%) of the total premium cost for the following plans only until such retired employees become eligible to receive the Government of Canada's Old Age Security pension.

- (a) Liberty Health Extended Health Care (Retired Employees Group);
- (b) Liberty Health Dental Plan No. 9; (with Overage Dependant Student Coverage; 21-25 years of age);

(1997 O.D.A. Fee Schedule effective October 1, 1997);

(1998 O.D.A. Fee Schedule effective as soon as possible following the announcement of fee schedules);

- (c) Group Life Insurance Plan

\* \$20,000.00 benefit level from date of retirement to age 60

\* \$10,000.00 benefit level from age 60 to age 65

\* \$5,000.00 benefit level from age 65

Both parties agree that the provisions of Article 14:03 (3) (a) only applies to those employees who retire on or after January 1, 1985.

Both parties agree that the provisions of Article 14:03 (3) (b) & (c) only apply to those employees who have retired after January 1, 1991.

14:04 The Employer agrees to continue contributing One Hundred Percent (100%) of the total employee premium cost for the plans outlined in Article 14:01 (1) of the Collective Agreement for employees who are on an approved pregnancy leave.

14:05 In the event of the demise of an employee prior to the age of sixty (60), who is in receipt of the benefits described in Article 14:01 (1), and leaves a surviving spouse, the following conditions shall apply:

- (1) The Employer will continue to contribute One Hundred Percent (100%) of the total premium cost for the following plan:

- (a) Liberty Health Comprehensive Extended Health Care (or equivalent

carrier)

(Annual deductible of \$25.00 single, \$50.00 family) with Eye Glass subsidy of \$90.00

This benefit will be provided to the surviving spouse and any eligible dependants until the surviving spouse attains age sixty (60) but only for a maximum period of five (5) years following the death of an employee.

**ARTICLE 15 -ANNUAL VACATIONS AND STATUTORY HOLIDAYS**

15:01 (1) Annual Vacations for every employee covered by the Scope of this Agreement shall be granted according to a Letter of Commitment mutually agreed upon by the Association and the Fire Chief.

(2) All employees covered by the Scope of this Agreement with less than one (1) year of completed service with the Corporation on December 31st of their initial calendar year of employment shall be entitled to an annual vacation in the year following such December 31st equivalent to one (1) day for each month of completed service in the initial calendar year of employment. All employees who are not on the two (2) platoon system shall be entitled to one and one-quarter (1¼) days for each month of completed service in the initial calendar year of employment.

(3) All employees covered by the Scope of this Collective Agreement shall be granted the annual vacation set out in Column 2 below upon completion of the number of years of continuous employment with the Corporation on December 31st in any year shown in Column 1 below and which annual vacation shall be taken in the year of employment set out in Column 3 below:

<u>Number of Years of Completed Continuous Employment by December 31 in any year</u>	<u>Annual Vacation</u>	<u>Year in which Vacation is taken</u>
1 to 5 completed years	3 weeks	to be taken in each of the 2nd to 6th years of completed continuous employment
6 to 11 completed years	4 weeks	to be taken in each of the 7th to 12th years of completed continuous employment
12 to 21 completed years	5 weeks	to be taken in each of the 13th to 22nd years of completed continuous employment

22 years and thereafter

6 weeks

to be taken in 23rd year of completed continuous employment and each year thereafter

(4) One (1) week annual vacation equals four (4) consecutive working days for fire fighters on the two (2) platoon system.

(5) One (1) week annual vacation equals seven (7) consecutive calendar days for those employees who are not on the two (2) platoon system.

15:02 Permanent and Probationary Employees upon termination of employment shall be entitled to be paid their annual vacation accruals under their personal applicable service.

15:03 (1) The Fire Chief shall arrange vacation schedules and in the Fire Chiefs sole discretion determine the complement of fire fighters on duty at all times.

(2) The Fire Chief shall arrange and post vacation schedules sixty (60) days prior to the year in which said vacation is to be taken.

(3) Fire fighting platoons will be equalized on a seniority basis annually.

**(4) Station Postings**

Station posting will be assigned in January of each year. The Platoon Chief in consultation with the Captains of each platoon will determine which station the Fire Fighters will be assigned. Prior to assigning individuals to their respective stations, every Fire Fighter will be asked to give their first 3 priorities as to what station they would like to be assigned. Every consideration will be given to assign the Fire Fighters by seniority to their respective station by priority of choice. Final consideration will be decided by the Platoon Chief.

**(5) Alarm Room Vacation Schedules**

Management agrees that at the discretion of the Fire Chief, Alarm Room Operators will be allowed to split one week of their vacation entitlement.

15:04 (1) Permanent and Probationary Fire Fighters shall receive straight time in addition to the normal working day's pay for the following Statutory Holidays as well as any Holiday proclaimed by the Governor-General of Canada or the Lieutenant-Governor of Ontario. This will also include fire fighters who are on sick leave of absence with pay.

- |                   |                      |                       |
|-------------------|----------------------|-----------------------|
| 1. New Year's Day | 6. Civic Holiday     | 11. <b>Boxing Day</b> |
| 2. Good Friday    | 7. <b>Labour Day</b> |                       |
| 3. Easter Monday  | 8. Thanksgiving Day  |                       |
| 4. Victoria Day   | 9. Remembrance Day   |                       |
| 5. Canada Day     | 10. Christmas Day    |                       |

**(2)** All Permanent and Probationary Employees other than fire fighters shall be paid a normal working day's pay at their regular rate for each of the following Statutory Holidays as well as any Holiday proclaimed by the Governor-General of Canada or the Lieutenant-Governor of Ontario. This will also include Permanent Employees who are on sick leave of absence with pay. Employees other than fire fighters called upon to work on any of the following Holidays or proclaimed Holidays shall in addition to the day's pay for which they are entitled to be paid, be paid at one and one-half (1½) times their regular rate of pay for all hours worked. An employee to qualify to be paid for a Holiday or proclaimed Holiday must work the regular shift before and after such Holiday unless the said employee be on vacation or **sick** leave of absence.

- |                   |                      |                |
|-------------------|----------------------|----------------|
| 1. New Year's Day | 6. Civic Holiday     | 11. Boxing Day |
| 2. Good Friday    | 7. <b>Labour Day</b> |                |
| 3. Easter Monday  | 8. Thanksgiving Day  |                |
| 4. Victoria Day   | 9. Remembrance Day   |                |
| 5. Canada Day     | 10. Christmas Day    |                |

15:05 Payment for the Statutory Holidays outlined in Article 15:04 (1) shall be made on the last regular pay period in November of each year. The said payment will be provided on a cheque separate from the regular payroll cheque for that pay period.

15:06 The Corporation **will** permit members of the Fire Prevention Division to take time off in lieu of pay for Statutory Holidays **as** described in Article 15:04(1) on an individual basis.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

16:01 **(1)** Members of the Association duly appointed (not exceeding two **(2)** in number) to attend the fire fighter's convention, held each year, shall be granted up to three **(3)** days leave of absence with pay, at the discretion of the Chief of the Fire Department.

**(2)** A member of the Association, from amongst day shift personnel, shall be

granted up to three (3) days with pay at the discretion of the Fire Chief for the purposes of attending Association Seminars.

16:02 Subject to approval by the Fire Chief, representatives of the Association shall be granted necessary leave of absence with pay for the purpose of discussing grievances of the Association.

#### 16:03 PREGNANCY LEAVE

- (1) Every employee who becomes pregnant shall, in writing, notify the Fire Chief of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.
- (2) Pregnancy Leave shall conform to the provisions of The Employment Standards Acts, and amendments thereto; however, it is agreed and understood that an employee returning to work after a pregnancy or adoption leave shall provide the Employer with a minimum two (2) weeks notice.
- (3) An employee on Pregnancy Leave shall not receive Sick Leave Pay.
- (4) An employee on Pregnancy Leave shall continue to accrue annual vacation entitlement and seniority provided she returns to the employ of the Employer at the end of said leave.

#### (5) Fringe **Benefits During Pregnancy Leave**

For permanent employees who qualify for pregnancy leave under this Article, the Employer shall; contribute One Hundred percent (100%) of the total premium cost of the benefit plans outlined in Article 13:01 of the Collective Agreement. These benefits will be paid for by the Employer only for the maximum period of time specified for pregnancy in Section 36(1) and (2) of The Employment Standards Act.

### ARTICLE 17 - BEREAVEMENT LEAVE

17.01 In the case of the demise of a member of the immediate family, Permanent and Probationary Employees shall be permitted a leave of absence with pay for three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean: father, step-father, mother, step-mother, wife, husband, bona fide common-law spouse, brother, sister, son, step-son, daughter, step-daughter, mother-in-law, father-in-law, grandparents or grandchildren. Bereavement leave of absence for the demise of members of the immediate family shall not be deducted from the employee's accumulated sick

leave credits.

17:02 In the case of the demise of a brother-in-law, a sister-in-law, a son-in-law or a daughter-in-law, Permanent and Probationary Employees shall be permitted a leave of absence with pay for up to three (3) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. The first two (2) working days of any bereavement leave of absence for the demise of a brother-in-law, a sister-in-law, a son-in-law or a daughter-in-law shall not be deducted from the employee's accumulated sick leave credits. However, the third working day, if any, of any bereavement leave of absence for the demise of a brother-in-law, a sister-in-law, a son-in-law or a daughter-in-law shall be deducted from the employee's accumulated sick leave credits.

17:03 An employee may elect to defer one day of bereavement leave to be used for attendance at the actual interment.

#### **ARTICLE 18 - PENSION**

18:01 The Corporation agrees to provide, in addition to the basic O.M.E.R.S. Pension Plan, a Supplementary Type I Pension, effective January 1, 1980, which will produce at normal retirement age of sixty (60) a benefit equal to Two Percent (2%) of each employee's best sixty (60) consecutive months average salary, multiplied by the employee's years of credited service, (maximum 35 years) reduced at age sixty-five (65) by Decimal Seven Percent (0.7%) of such average salary or the average of the last three (3) years' maximum pensionable earnings under the Canada Pension Plan at retirement, whichever is the lesser amount, multiplied by the employee's years of credited service after January 1, 1966 (maximum 35 years) less any amount payable under an approved pension plan of the Employer.

"Credited service" means continuous service with the Employer before participation of the Employer in the Ontario Municipal Employees Retirement System, that is, January 1, 1963.

18:02 In recognition of the particular Ontario Municipal Employees Retirement System for fire fighters, all participants are obligated to retire upon reaching sixty (60) years of age and retire from the Corporation on the first day of the next month after the attainment of Normal Retirement Age as defined in the Ontario-Municipal Employees Retirement System Pension Plan.

**ARTICLE 19 - CLOTHING AND EQUIPMENT**

19:01 (1) The Corporation shall supply the following fire fighting clothing to fire fighters:

- 1 Dress Uniform with two (2) pair of trousers (when necessary)
- 1 Wash and Wear Uniform with three (3) pairs of trousers every two (2) years
- 1 Peajacket every five (5) years
- 1 Pair of Shoes (each year)
- 3 Shirts (each year)
- 3 Ties (each year)
- Protective Clothing (when necessary)
- A Raincoat (when necessary)

(2) Notwithstanding the provisions of Article 19:01 (1) the Corporation agrees to supply three (3) long sleeve shirts and three (3) short sleeve shirts to employees working in the Fire Inspection Branch.

19:02 The Corporation shall supply the following clothing to Alarm Room Operators:

- 3 Blouses (each year)
- 1 pair shoes (each year)
- 1 cardigan style sweater (every two (2) years)
- 1 blazer (every two (2) years)
- 3 pairs of slacks (every two (2) years)

**ARTICLE 20 - HOURS OF WORK**

20:01 (1) Forty-two (42) hours shall constitute a week's work on a two (2) platoon system as agreed upon by the Corporation and the Association. A week's work shall mean the average work week, within a sixteen (16) week period inclusive of annual vacations, sick leave with pay and statutory holidays.

(2) The normal work week for Alarm Room Operators shall be in accordance with a rotating schedule drawn up by the Corporation. A copy of the form of rotating schedule to be used is attached hereto as Schedule "C" to this Agreement, which schedule is made a part hereof.

(3) (a) The normal work week for Fire Prevention Officers shall be in accordance with a Rotating Schedule drawn up by the Corporation. A copy of the form of Rotating Schedule to be used is attached hereto as Schedules "D", "E", and

"F" to this Agreement, which Schedules are made a part hereof.

(b) The minimum amount of Inspectors required on duty shall be decided between the Fire Chief and the Director of Fire Prevention based on operational requirements notwithstanding unusual circumstances (re: motivated absence due to death in the family or sickness).

(c) Acting for the Director of Fire Prevention position shall not be required for his/her regular day off.

(d) A lieu day shall be deducted at 10 hours per day for statutory holiday purposes.

(e) A split week of vacation shall consist of 4 working days.

(f) One week's vacation shall be from Sunday to Saturday, inclusive.

(4) **Annual Platoon Transfers**

A fire fighter will work six hundred and seventy-two (672) hours over a sixteen (16) week period. In the event of a platoon transfer, the sixteen (16) week cycle will always commence on the day following the last shift worked by the fire fighter on the platoon from which the fire fighter is being transferred.

Any even-to-even or odd-to-odd platoon transfer will always take place after the last shift of any group of four (4) days being worked. If any hour variance is incurred, no compensation will be provided by either party.

Any odd-to-even or even-to-odd platoon transfer will always take place with six (6) consecutive working days followed by six (6) consecutive days off or vice versa.

(5) **Mid Year Transfers**

It is hereby agreed that as soon as it becomes reasonably apparent in any situation that a temporary absence will involve a period of six (6) weeks, then a temporary transfer of personnel from one platoon to another will be permitted in order to minimize the cost of covering that vacancy.

The Chief shall assign these transfers under the following provisions:

1. Where possible the transfers will first occur from odd-to-odd numbered platoons or even-to-even numbered platoons;



2. Where number (1) is not applicable, transfers from odd-to-even or even-to-odd platoons;
3. The transfers shall be assigned on a voluntary basis by seniority;
4. Where there are no volunteers for the assignment, the Chief may then appoint a fire fighter on a reverse seniority basis.
5. When making the above assignment the Chief may consider both rank and vacation scheduling of the individuals

#### **ARTICLE 21 - JURY AND WITNESS DUTY LEAVE**

21:01 Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Courts shall be granted leave of absence for such purpose.

21:02 An employee shall be entitled to the Jury or Witness duty Fee or the employee's full salary for the period, whichever is the greater.

21:03 If the full salary for the period is greater than the Jury or Witness Duty Fee, then to receive full salary, the employee must first remit to the Employer the full amount of the Jury or Witness Duty Fee for the same period.

21:04 The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.

21:05 (1) Employees subpoenaed to act as witnesses in criminal or civil courts involving Fire Department matters during off duty hours shall be entitled to be paid compensation at a rate of one and one-half (1½) times the regular rate with a guaranteed minimum of four (4) hours pay for four (4) hours of attendance in court or less.

(2) Employees subpoenaed to act as witnesses in criminal or civil courts involving Fire Department matters while on annual vacation (Article 15) shall, in addition to one and one-half (1½) times the regular rate with a guaranteed minimum of four (4) hours pay for four (4) hours of attendance in court or less, be paid one (1) day's pay which shall be paid along with statutory holiday and service pay with the last regular pay cheque in November of each year. It is agreed and understood that the aforesaid one (1) day's pay shall be calculated and valued at one tenth (1/10) of the total value of the statutory holiday pay for that year.

## ARTICLE 22 - TECHNOLOGICAL CHANGE

22:01 In the event that the Corporation intends to introduce or implement,

- (a) any technological change in mechanization,
- (b) a major reorganization of the Department which would have the result of loss of employment, lay off, demotion, decrease in pay to any employee, the Corporation will, by written notice, advise the Association of the planned change or changes at least ninety (90) days prior to their introduction. Such notice shall contain relevant information respecting,
  - \* the nature and degree of change,
  - \* the date or dates on which the Corporation plans to effect the change; and
  - \* the location or locations involved.

22:02 As soon as reasonably practicable after the foregoing notice has been given, the Corporation will make full disclosure to the Association of the effects of the change or changes on each classification of employees. Such disclosure will contain all relevant data in the possession of the Corporation and shall be supplemented by any additional relevant information requested by the Association.

22:03 Following the said disclosure, representatives of the parties will meet for the purpose of engaging in effective consultation with a view to resolving any issue which may concern the employment status of any employee.

22:04 If after every reasonable effort to resolve the matter the parties are unable to do so; either party may advise the other that they require the issue to be determined by a Single Arbitrator.

## ARTICLE 23 - TRAINING

23:01 **Ontario Fire College**

An Employee travelling to the Ontario Fire College shall be subject to the following conditions:

- (a) All Captains and Acting Captains will be offered the opportunity to

attend at the Ontario Fire College in order to take units of training within the Fire Protection General Level Diploma Program.

(b) Shall receive seventy-five dollars (\$75.00) for each week of attendance at the training program to cover incidental expenses including discretionary travel to and from the Ontario Fire College.

(c) Will be required to report his/her Ontario Fire College Training progress to his/her senior officer on duty upon each return to Sudbury.

(d) Shall be considered off duty the Saturday and Sunday before the commencement of the training program and the Saturday following the conclusion of the program.

### **23:02 Training Outside the Boundaries of the Regional Municipality of Sudbury**

An employee travelling to a training program outside the boundaries of the Regional Municipality of Sudbury shall be subject to one of the following conditions:

(a) When attending a training program where accommodation and meals are provided for a minimum of five (5) days, the employee shall receive seventy-five dollars (\$75.00) for each week of attendance at the training program to cover incidental expenses including discretionary travel to and from the training location.

(b) When attending a training program where accommodation and meals are provided for less than five (5) days, the employee shall receive a per diem allowance amounting to fifteen dollars (\$15.00) for each day of attendance at the training program.

(c) When attending a training program where accommodation and meals are not provided, the employee shall be entitled to the standard Corporate travel expense policy in effect at that time.

(d) Shall be considered off duty the day prior to the commencement of and the day following the conclusion of the training program.

(e) When a training program commences on a Monday and the employee is required to travel on Sunday, the employee will be required to do so

without pay.

**23:03 Training Within the Boundaries of  
the Regional Municipality of Sudbury**

An employee attending a training program within the boundaries of the Regional Municipality of Sudbury shall not be required to work more than his/her scheduled hours.

**23:04 Training opportunities Posted**

It is mutually agreed by both parties that any future training courses given over and above regular training will be posted.

Postings will include:

- Course name and content
- Date/dates and times of courses
- Course prerequisites (if applicable)
- Any expected post course obligations

Courses will be awarded with due consideration given to seniority and qualification.

Any employee who has not fulfilled the post-course obligations (as laid out in course posting) of a previous training course need not be considered for further training courses given over and above regular training.

**ARTICLE 24 • EMPLOYEE INDEMNIFICATION**

- 24:01 (1) A fire fighter charged with and finally acquitted of an offence under a Federal or Provincial Statute because of acts done while on duty and the attempted performance in good faith of the employee's duties as a fire fighter shall be indemnified for the necessary and reasonable legal costs in the defence of such charge.
- (2) Notwithstanding Clause 1, the Corporation may refuse payment otherwise authorized under Clause 1 where the actions of the fire fighter from which the charges arose were willful and malicious.
- (3) Where a fire fighter intends to apply to the Corporation for indemnification

hereunder, the fire fighter, within ten days of being charged or receiving notice of other legal proceedings covered herein, shall notify in writing, the City Solicitor of the fire fighter's intent to retain legal counsel and to seek indemnification under this Clause.

(4) For greater clarity, fire fighters shall not be indemnified for legal costs arising from:

(a) Grievance or complaints under the Collective Agreement between the Corporation and the Association;

**OR**

(b) The actions or omissions of fire fighters acting in their capacity as private citizens.

(5) For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the counsel performing the work, subject to the approval of the City Solicitor. The City Solicitor may require a counsel's account be assessed in accordance with the Rules of Practice;

(6) For the purposes of this provision, a fire fighter shall not be deemed to be "finally acquitted" if, as a result of charges laid, the fire fighter is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

24:02 (1) The Corporation shall continue to indemnify and save harmless its fire fighters from civil liability flowing from a fire fighter's duties and shall provide coverage under its general liability policy.

(2) Notwithstanding Clause 1, the Corporation may refuse payment otherwise authorized under Clause 1 where the actions of the fire fighter were willful and malicious.

#### **ARTICLE 25 - MEDICAL EXAMINATIONS**

25:01 When an Employee has been absent from work due to illness or an injury for a period of twenty-four (24) consecutive months, the Employer may require an Employee to submit to a physical examination by a qualified Medical Practitioner appointed by the Employer. The Employee shall receive a copy of the medical

report forthwith thereafter, provided that, where the Employee's own physician disagrees with the report or makes a different assessment of the Employee, the physical condition of the Employee shall be determined by a third physician who shall be agreed upon by the qualified Medical Practitioner for the Employer and the Employee's own physician. The decision of the third doctor shall be final. All costs of the medical examinations shall be paid for by the Employer.

#### **ARTICLE 26 -APPOINTMENT TO THE FIRE PREVENTION DIVISION**

26:01 (1) The Corporation and the Association both recognize the importance of establishing a method which will provide for the orderly transfer of employees into the Fire Prevention Division.

Therefore, effective this date, both parties agree to adopt the following system:

(a) Subject to the seniority provisions of the Collective Agreement, on appointment to the Fire Prevention Division, a fire fighter will receive the rate of a First Class Fire Fighter for one (1) year and be classified as an Assistant Fire Prevention Officer.

(b) Final confirmation of the appointment shall be contingent on the fire fighter's desire to remain in the Fire Prevention Bureau and the fire fighter's satisfactory performance in the new position for a probationary period not to exceed twelve (12) months.

(c) If final confirmation of the appointment is not approved by the fire fighter and management, the fire fighter will return to the fire fighter's previous position.

(d) Anyone having completed their twelve (12) month probationary period and reverting to the fire fighting division either by their own desire or failure of the Fire Prevention Officer's examination will not cause a demotion within the fire fighting division.

26:01 (2) **Qualifying for the Rank of Fire Prevention Officer**

(a) After one year, an Assistant Fire Prevention Officer will be required to qualify by written and oral examination and personal assessment for the position of Fire Prevention Officer. Should the Assistant Fire Prevention Officer fail the examination and one supplementary examination, which will be given within thirty (30) days, the Assistant Fire Prevention Officer will

revert to the fire fighting division.

In adjudication of examinations, the following percentages shall apply:

Written examination	50%
Oral examination	25%
Personal evaluation	25%
Total	100%

26:01 (3) **Qualifying for the Rank of Senior Fire Prevention Officer**

(a) After two (2) years of satisfactory service as a Fire Prevention Officer, a Fire Prevention Officer shall be eligible to qualify by written and practical examination and personal assessment for the position of Senior Fire Prevention Officer.

(b) Should the Fire Prevention Officer fail the examination and supplementary examination, which will be held within thirty (30) days, the Fire Prevention Officer will remain at the rank of Fire Prevention Officer.

In adjudication of examinations, the following percentages shall apply:

Written examination	50%
Practical examination	25%
Personal evaluation	25%
Total	100%

(c) Should the senior applicant feel qualified to enter the Fire Prevention Bureau at the position higher than Assistant Fire Prevention Officer, the senior applicant will be eligible to qualify for the higher position by the examinations required for that position. If the application is successful, it will be deemed that the senior applicant has met all the previous requirements and enter the division at the position attained. Only one advance examination will be allowed any one applicant.

(d) Anyone writing an advance examination and being unsuccessful will be offered the position of an Assistant Fire Prevention Officer. The privilege of writing an advance examination for entry into the Fire Prevention Division at an advance rank will apply only to those who have successfully passed their Lieutenant's examinations prior to December 31st, 1980.

(e) Books and materials to be used in an advance examination which are not readily available to the applicant will be made available to an applicant at least sixty (60) days prior to the examination date, upon request of the applicant.

(9) The questions for an advance examination may or may not be made by the draw method, depending on the Employee's choice. If a draw is required, it will be made by the President of the Association or the President's alternate. The draw will indicate the questions and their values which will appear on the advance examination.

(g) In order to qualify for the position of Senior Fire Prevention Officer, the applicant must have successfully completed or be willing to successfully complete the six (6) week Fire Prevention Inspection Course that is necessary as a prerequisite to obtain the Ontario Fire Prevention Technology Course Diploma at the Ontario Fire College.

26:01 (4) **Qualifying for the Rank of Director of Fire Prevention**

(a) Under normal conditions, a candidate must have three (3) years satisfactory service as a Senior Fire Prevention Officer to qualify by written examination, practical and oral examination and personal assessment. Under normal conditions, should a Senior Fire Prevention Officer fail the examination, the Senior Fire Prevention Officer will remain at the rank of Senior Fire Prevention Officer.

In adjudication of examinations, the following percentages shall apply:

Written examination	25%
Practical examination	25%
Oral examination	25%
Personal evaluation	25%
Total	100%

(4) **Qualifying**

To qualify for any rank within the Fire Prevention Bureau an applicant must attain a total average mark of 70% in the required examinations and personal assessment.



**ARTICLE 27 - PROMOTION TO CAPTAIN**

27:01 In order to qualify for the rank of Captain an applicant must:

- (a) Have been in the Suppression Division the twelve (12) months immediately prior to the promotion date. Those employees coming from outside of Fire Suppression will be required to work in Fire Suppression for a ninety (90) day orientation period prior to being allowed to serve in an Acting Captain Position. All personnel currently outside of Suppression Division will be grandfathered for thirty-six (36) months from date of ratification of this Agreement.
- (b) Have taken a written examination worth 75% of the total score and an oral examination worth 25% of the total score and have obtained a weighted average minimum of 70% on both such examinations. In addition, such person must have obtained a weighted minimum of 70% of the written, oral, and a performance appraisal given by the next two ranking supervisors.
- (c) Have successfully completed or willing to successfully complete the OFM Trainer/Facilitator Program.
- (d) Have successfully completed a twelve (12) month trial period; and
- (e) After the twelve (12) month trial period achieve a minimum of 70% on a performance appraisal given by the next two ranking supervisors.

27:02

- (a) Once a person qualifies according to 27:01(b) above, those qualified employees must accept temporary promotions to the rank of Acting Captain. Only temporary exemptions may be approved by a Platoon Chief. Platoon Chiefs have the authority to limit the number of exemptions.
- (b) The only exemption to 27:02(a) is when a letter is submitted relinquishing the Captain qualification. In order to be reinstated on the Acting Captain list the employee must requalify through 27:01(b).

**ARTICLE 28 - PROMOTION TO PLATOON CHIEF**

28:01 (1) **Qualifying for the Rank of Platoon Chief or Acting Platoon Chief**

Both parties agree that the following procedure will be used when appointments are made to the rank of Platoon Chief.

(a) **Platoon Chief**

means an employee who is appointed to and performs the duties of a Platoon Chief on a full time permanent basis.

(b) **First Line Acting Platoon Chiefs**

means an employee who is assigned to relieve a Platoon Chief when he is not available for work - for whatever reason. There will be one First Line Acting Platoon Chief assigned to each platoon.

(c) **Second Line Acting Platoon Chiefs**

means an employee who is assigned to relieve the Platoon Chief when the Platoon Chief and First Line Acting Platoon Chief are not available for work - for whatever reason. There will normally be one Second Line Acting Platoon Chief assigned to each platoon.

(d) **Seniority**

Promotions to the position of Platoon Chief, First Line Acting Platoon Chief and Second Line Acting Platoon Chief will be awarded to the most senior qualified applicant. If there are still additional qualified applicants, they shall be appointed to the position of Second Line and First Line Acting Platoon Chiefs in order of their seniority as vacancies become available.

28:01 (2) **Qualifying for the Position of Second Line Acting Platoon Chief**

In order to qualify for the position of Second Line Acting Platoon Chief, an applicant must:

- (i) have been confirmed in the position of Captain;
- (ii) have taken a written examination worth 75% of the total score and an oral examination worth 25% of the total score and have obtained a weighted average of 70% on both such examinations. In addition,

such person must have obtained a minimum 70% on a performance appraisal by the next two ranking supervisors (Platoon Chief and Deputy Chief) and the Director of Training;

- (iii) have successfully completed, or willing to successfully complete the Ontario Fire College Command 1 - General Level of Training (2 weeks);

**28:01 (3) Qualifying for the Position of First Line Platoon Chief**

In order to qualify for the position of First Line Acting Platoon Chief, an applicant must:

- (i) have been confirmed in the position of Second Line Acting Platoon Chief;
- (ii) have successfully completed, or willing to successfully complete the Ontario Fire College Fire Protection Technology General Level Diploma Program (8 weeks), including Command 1, Techniques of Instruction, Fire Department Management, and Fire Prevention (all general level).

All First and Second Line Acting Platoon Chiefs will be offered the opportunity to complete the Ontario Fire College Command 2 unit of training.

It is understood that such training is a pre-requisite to an individual applying for and maintaining the position of Platoon Chief or of First and Second Line Acting Platoon Chief in accordance with the understanding set out below.

In the event that an applicant for any of the Platoon Chief or First or Second Line Acting Platoon Chief positions has not been given the opportunity to complete the required Ontario Fire College courses, the applicant will be promoted to the position provided that all other departmental qualifications have been completed (i.e. written examination, oral examination and performance appraisal). Confirmation to the above mentioned positions will be made once all the other qualifications have been satisfied. Attendance at and successful completion of the Ontario Fire College courses must be accomplished as expeditiously as practicable and the Corporation agrees to assist in whatever way possible in this regard.

In the event that there are material changes in the training program at the Ontario Fire College, the parties must mutually agree to amend these provisions in order to reflect such changes.

**(a) General**

The Corporation agrees that it will make every effort to maintain a minimum of eight acting Platoon Chiefs taking into account such operational considerations as vacation schedules, absenteeism, etc. There shall be four First Line and four Second Line Acting Platoon Chiefs.

**28:01 (4) Qualifying for the Position of Platoon Chief**

In order to qualify for the position of Platoon Chief, an applicant must:

- (i) have been confirmed in the position of First Line Acting Platoon Chief for a minimum of twelve (12) months (if feasible); and
- (ii) have successfully completed the Ontario Fire College Command 2 (2 weeks) course.



**ARTICLE 29 - TERM OF AGREEMENT**

29:01 This Agreement shall remain in full force and effect during the period April 1st, 1996 to June 30, 1998, and from year to year thereafter, unless either party gives notice, in writing, with particulars of amendments or changes requested, not more than sixty (60) days and not less than thirty (30) days previous to the expiration of this Agreement of their desire to alter or terminate the same.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1998.

SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

THE CORPORATION OF THE CITY OF SUDBURY

Per: [Signature]  
President

Per: [Signature]  
Mayor

Per: [Signature]  
Secretary

Per: [Signature]  
Clerk

Per: [Signature]  
Member: Negotiating Committee

Per: [Signature]  
City Manager

Per: [Signature]

Per: [Signature]

Per: [Signature]  
Assistant City Manager  
Emergency/Corporate Services

**SCHEDULE "A"**  
**FIRE FIGHTERS PAY PLAN**

<u>Classification</u>	<u>Index</u>	<u>April 1, 1996</u>	<u>April 1, 1997</u>	<u>April 1, 1998</u>
Director of Training	122%	65,656.74	66,314.32	67,645.34
Director of Fire Prevention	122%	65,656.74	66,314.32	67,645.34
Platoon Chief	122%	65,656.74	66,314.32	67,645.34
Sr. Fire Prev. Officer	113%	60,813.21	61,422.28	62,655.11
Captain	113%	60,813.21	61,422.28	62,655.11
Mechanic	113%	60,813.21	61,422.28	62,655.11
Assistant Mechanic	107%	57,584.19	58,160.92	59,328.29
Fire Prevention Officer	107%	57,584.19	58,160.92	59,328.29
Lieutenant	107%	57,584.19	58,160.92	59,328.29
Asst. Fire Prev. Officer	100%	53,817.00	54,356.00	55,447.00
First Class Fire Fighter	100%	53,817.00	54,356.00	<b>55,447.00</b>
Second Class Fire Fighter	90%	48,435.30	48,920.40	49,902.30
Third Class Fire Fighter	80%	43,053.60	43,484.80	44,357.60
Fourth Class Fire Fighter (13-24 months)	70%	37,671.90	38,049.20	38,812.90
*Prob. Class Fire Fighter (1-12 months)	60%	32,290.20	32,613.60	33,268.20

The parties agree that the rates of pay for Fourth Class and Probationary Fire Fighters only apply to employees hired after October 1, 1997.

For those Probationary or Fourth Class Fire Fighters hired prior to October 1, 1997, the wage index in effect on March 31, 1997 will apply.

**SCHEDULE "B"**  
**ALARM ROOM OPERATOR PAY PLAN**

<u>Years of Service</u>	<u>Index</u>	<u>April 1, 1996</u>	<u>April 1, 1997</u>	<u>April 1, 1998</u>
6 months	83%	14.949	15.141	15.445
7 - 12 months	88%	15.850	16.053	16.375
13 - 24 months	92%	16.570	16.783	17.120
25 - 36 months	96%	17.291	17.512	17.864
37 to months	100%	18.011	18.242	18.608

**SCHEDULE "C"**  
**ALARM ROOM OPERATORS**

No. Position	1st Week							2nd Week						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	2	0	0	0	1	1	1	3	3	3	3	0	0
2	1	3	3	3	3	0	0	0	1	1	1	1	3	3
3	0	1	1	1	1	3	3	3	0	0	2	2	2	2
4	3	0	0	2	2	2	2	2	2	0	0	0	1	1

No. Position	3rd Week							4th Week						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	0	1	1	1	1	3	3	3	0	0	2	2	2	2
	3	0	0	2	2	2	2	2	2	0	0	0	1	1
	2	2	0	0	0	1	1	1	3	3	3	3	0	0
	1	3	3	3	3	0	0	0	1	1	1	1	3	3

**LEGEND:**  
 1. Night Shift  
 2. Day Shift  
 3. Afternoon Shift  
 0. Day Off  
 Days off repeat after 4th week







**LETTER OF COMMITMENT**

BETWEEN

**THE CORPORATION OF THE CITY OF SUDBURY**  
(Hereinafter called the "Corporation")  
OF THE FIRST PART

AND

**SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
IAFF LOCAL 527  
(Hereinafter called the "Association")  
OF THE SECOND PART

As an integral part of the Collective Agreement for the year 1996 to December 31, 1998 between the Corporation of the City of Sudbury and the Sudbury Professional Fire Fighters Association, the parties agree to commit themselves to the following:

**1. WORK SCHEDULE - ALARM ROOM OPERATORS**

Both parties agree that if a mutually acceptable work schedule for Alarm Room Operators can be achieved, it will be introduced on a trial basis during the term of the Collective Agreement.

**2. CHANGES TO GROUP BENEFIT PLANS**

During the term of this Agreement, the parties agree to the following:

- a) Mandatory co-ordination of benefits and positive enrolment will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
- b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore pre-printed statements on Doctor's scripts stating no generic substitution;
- c) Semi-private and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semi-private or private room they will pay for same directly. However, where a hospital bills an employee

for semi-private or private room without the employee having requested same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances, the fee for the room will be paid by the City of Sudbury.

**3. JOB DESCRIPTIONS**

The parties agree to develop job descriptions for Director of Training and Platoon Chief by no later than December 31, 1997. The job descriptions will be based on the Ontario Fire Services Standards with local considerations.

**4. CORONER'S INQUEST**

Recommendations emanating from a Coroner's Inquest will be referred to the Joint Health and Safety Committee for review.

**5. MUTUAL AID**

The Fire Chief will prepare and distribute guidelines outlining the division of responsibilities in the department when crews are dispatched on a mutual aid call. The guidelines will be distributed by no later than March 31, 1998.

**6. PERFORMANCE APPRAISALS**

- 1) Both parties will agree to implement an appraisal system that will allow emphasis on relative skills and qualifications. This shall be accomplished through an educational program that will be provided by the Corporation.
- 2) The Association and the Corporation shall develop an appraisal form specifically dealing with promotional probationary periods. This appraisal shall be successfully completed before a permanent promotion is assigned. The probationary period shall not be deemed completed until such time as the Chief and the respective employee have reviewed and signed off the appraisal.

The parties agree that Items 1 and 2 above will be implemented by no later than the termination date of this Collective Agreement.

Once the Performance Appraisal System has been developed and fully implemented, the following marking system will be inserted into the appropriate articles of the Collective Agreement.

- 1)
  - A) **75%** written exam
  - B) 25% oral exam
  - C) Must achieve a minimum weighted average of **70%** of the written and oral exam
  
- 2)
  - A) Must pass a Performance Appraisal
  - B) The passing level for the Performance Appraisal will be developed along with the Performance Appraisal System

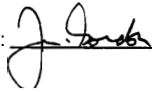
## 7. CLOTHING


Management agrees to meet with Representatives of the Association to discuss the feasibility of implementing a point system for clothing allowance. Such discussion to be completed by no later than December **31, 1997**.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 1998.

THE CORPORATION OF THE CITY  
OF SUDBURY


SUDBURY PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION

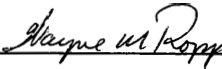
Per:  Mayor

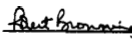
Per:  President

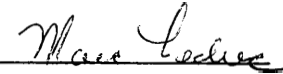
Per:  Clerk

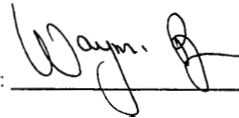
Per:  Secretary

Per:  City Manager

Per: 

Per: 

Per: 

Per: 

Per: \_\_\_\_\_

Per: \_\_\_\_\_