

COLLECTIVE AGREEMENT
BETWEEN
CITY OF GREATER SUDBURY
AND
SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION
IAFF LOCAL 527

July 1, 2001 to December 31, 2002

07082(09)

**COLLECTIVE AGREEMENT
BETWEEN
THE CITY OF GREATER SUDBURY
AND
SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION
IAFF LOCAL 527
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WHEREAS it is the desire of both Parties to this Agreement:

- (a) to maintain and improve the harmonious relations and **settle conditions** of employment between the Employer and the Association;
- (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment services, etc.;
- (c) to encourage **efficiency** in operation:
- (d) to promote the morale, well-being and security of **all** employees in the bargaining unit.

AND WHEREAS it is now desirable that matters pertaining to the working conditions of the employees be finalized in a collective agreement.

NOW **THEREFORE**, the Parties agree as follows:

ARTICLE 1 • SCOPE

- 1:01 This Agreement shall apply to all Fire Fighters as defined in section 41(1) of the Fire Protection and Prevention Act employed by the City of Greater Sudbury save and except the Fire Chief, Assistant Fire Chiefs and the Administrative Assistant 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 Except in the case of an emergency, and except to the extent of the current practice, including current practice as it relates to volunteer firefighters, and except to the extent and to the degree agreed upon by the parties from time to time, no work customarily performed by an employee covered by this agreement shall be performed by any employee or by a person who is not an employee of the employer.

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 Corporation merges or amalgamates with any other body, the Corporation 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 - EMPLOYER RIGHTS

4:01 The Association agrees that it is the exclusive right of the Employer 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 Employer 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 Employer 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 twenty-four (24) consecutive months from the date of the last recorded discipline, then ~~those~~ disciplinary notices shall be disregarded in considering the employee's personnel record.

Notwithstanding the above, the employee's personnel record must remain clear of any disciplinary notices for the same or similar infraction for a period of forty-eight (48) months.

ARTICLE 6 - ASSOCIATION DISCRIMINATION

6:01 There shall be no discrimination or harassment by either the employer or the Association against any employee because of the employee's political status, place of residence, nationality, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, disability, or any other prohibited ground in the Ontario Human Rights Code.

6:02 Harassment Policy

The Parties agree to utilize the former Corporation of the City of Sudbury Harassment Free Workplace Policy, 1994-02-02. (Schedule "G")

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 firefighters, efficiency shall be assessed in the first instance by written and oral examinations and personal performance appraisals of the firefighter by the firefighter's Captain and Platoon Trainer

(3) Final confirmation of promotion shall be contingent upon satisfactory performance in the new position above the rank of 1st Class Firefighter 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.

When the temporary vacancy ceases to exist, the most junior acting officer in a temporary vacancy will return to his/her platoon as assigned at the beginning of the year as per article 15:03

7:02 Seniority

(1) 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.
- (3) In the event of a leave of absence without pay in excess of Fourteen (14) Calendar days no seniority shall accumulate to the credit of the employee until he/she has returned to duty.

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, leaves of absence and deaths;
- (d) Information relating to benefit programs including pensions and benefit plans as described in Articles 14 and 18 to be supplied by the Human Resources Division 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"	Firefighter Pay Plan
Schedule "B"	Fire Inspectors Schedule 2000
Schedule "C"	Fire inspectors Schedule 2001
Schedule "D"	Memorandum of Agreement - Restructuring
Schedule "F"	Sick Leave By-law
Schedule "G"	Harassment-Free Workplace Policy
Schedule "H"	Letter of Understanding - Student Placements
Schedule "I"	Letter of Commitment - Vacation Scheduling

(b) Firefighters - **BI-Weekly** Formula

Both parties agree that the following formula will be utilized when converting a Firefighter'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 July 1, 2002

\$62,138.88 divided by 365 = \$170.24
divided by 6 = \$28.374 x 84 = \$2,383.41 BW

(c) Firefighters Termination Calculation

Both parties agree that the following method will be used for the payment of regular wages upon termination of employment. This calculation to be used for employees in the Fire Suppression Division only.

Commencing with the Saturday following the last full pay period, the employee will be paid six (6) hours per day at their regular rate of pay, for each calendar day up to and including the date of termination.

8:02 Staffing

The parties agree that the Employer shall maintain a minimum of **twenty-two (22)** full-time firefighters on each of the four platoons at all times. On duty suppression personnel shall only be assigned to in service emergency vehicles at all times.

8:03 (1) All firefighters 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 firefighters 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 firefighter 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 firefighter's days off, the firefighter 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 (1½) 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 lieu time in paragraph 1 and minimum call out time in paragraph 2 above also apply to Articles 8:05, and 8:06 below.

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

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

8:06 When a firefighter 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 firefighter shall be compensated at the rate of one and one-half (1½) times the rate of pay for the classification in which the firefighter is engaged for all overtime hours worked.

8:07 The Employer 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 Employer. Shift changes shall be approved by the Captain of the Platoon. The Fire Chief or designate 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. The maximum number of shifts an employee may have owing to him/her is eight.

8:08 (a) **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.

(b) Relieving Within Bargaining Unit

When a firefighter or Officer of the Division is detailed to relieve in a position of higher rating, the firefighter or officer will receive the rate for the position in which the firefighter or officer is relieving.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9:01 The Association shall appoint a Grievance Committee of three (3) employees and shall notify the Employer 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) calendar 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 Employer will be represented at this stage of the grievance procedure by the Fire Chief and the Director of Human Resources. 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 meeting 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) wishes to proceed, the Assistant City Manager of Emergency and Corporate Services, the Fire Chief, and the Director of Human Resources 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 hearing 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 the Chief Administrative Officer or his/her designate.

The third stage meeting will be held within ten (10) calendar days from the date the Chief Administrative Officer receives the request.

The aggrieved employee will be present and shall be accompanied by members of the grievance committee. The employer's reply to stage three will be within seven (7) calendar days of the meeting.

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 body present in an advisory capacity at all stages of the grievance procedure.

9:08 **Written Communication**

The Employer agrees, when requested by the Association, information pertinent to the grievance will be supplied to 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 Employer 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 Services Division prior to being recommended as a Permanent Employee. The employment of such employees may be terminated at any time during the probationary period in accordance with arbitral jurisprudence.
- 11:02 A Permanent Employee is one who has completed a twelve (12) month probationary period in the service of the Fire Services Division.

ARTICLE 12 - ASSOCIATION MEETING

- 12:01 **Association Meeting**
The Association shall be granted the privilege of using the Fire Hall for Association General Membership meetings, on the understanding that the meeting shall not interfere with the operation of the Fire Services.

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 Corporation 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 Sick Leave of Absence

The Employer will establish a method of continuing to pay for firefighters who are absent from work as a result of an injury sustained while on duty and for which Workplace Safety Insurance Board (W.S.I.B.) Benefits have been requested.

It is agreed and understood that:

- (a) This system of continuing full pay applies only to those firefighters who possess accumulated sick leave credits.
- (b) The injured firefighter will sign the appropriate form(s) required to authorize the Workplace Safety Insurance Board (W.S.I.B.) to forward any benefit payments directly to the Employer.
- (c) While the injured firefighter remains so disabled, the firefighter's full pay will continue from the Employer.
- (d) While receiving full pay from the Employer, the firefighter will have reduced from the firefighter's accumulated sick leave credits one and one-quarter (1¼) days for each week for which the firefighter receives full pay from the Employer. 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); (Current O.D.A. Fee Schedule);
- (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 Employer 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);

Freeze at January 1, 1999 O.D.A. fee schedule;

(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/parental 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 Employer 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 Employer 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:

Number of Years of Completed Continuous Employment by <u>December 31 in any year</u>	Annual Vacation	Year in which <u>Vacation i</u> <u>en</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 firefighters 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 as established under this

article.

- 15:03** (1) Employees shall submit their vacation selections to the Fire Chief for approval by no later than December 15th of each year.
- (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. An Assistant Fire Chief in consultation with the Captains of each platoon will determine which station the firefighters will be assigned. Prior to assigning individuals to their respective stations, every Firefighter 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 Firefighters by seniority to their respective station by priority of choice. Final consideration will be decided by the Assistant Fire Chief.
- 15:04** (1) Permanent and Probationary Firefighters 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 firefighters who are on sick leave of absence with pay.

- | | | |
|-------------------|----------------------------|-------------------|
| 1. New Year's Day | 6. Civic Holiday | 11. Boxing Day |
| 2. Good Friday | 7. Labour Day | 12. December 24th |
| 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 firefighters 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 firefighters 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. To qualify to be paid for a Holiday or proclaimed Holiday the employee 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. Labour Day | 12. December 24th |
| 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 Employer 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 firefighter'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, as amended; 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) **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 The Employment Standards Act as amended.

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, stepson, daughter, stepdaughter, 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 Employer 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 firefighters, all participants are obligated to retire upon reaching sixty (60) years of age and retire from the Employer 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) All employees shall receive One Hundred and Forty (140) points annually for the purpose of exchanging such points for items of uniform and fatigue clothing as identified below.

ITEM	NO. OF POINTS	
Dress Shoes		30
Work Shoes	30	
Tunic	45	
Dress Pants	20	
Winter Sweater	20	
Nomex IIIA Pant	20	
Nomex IIIA Shirt	20	
Long Sleeve White Shirt	7	
Short Sleeve White Shirt	7	
Long Sleeve Blue Shirt	7	
Short Sleeve Blue Shirt	7	
Winter Parka		22
Hat (Officer)	15	
Hat (Firefighter)	12	
Ties (3)	3	
Nylon Spring Jacket		19
Raincoat	18	
Short Sleeve Blue T-Shirt	6	
Long Sleeve Blue Sweatshirt	12	

For new employees a complete set will include one (1) of each of the above, plus one (1) extra **Nomex IIIA** pant and shirt. Clothing for new employees will be ordered within **two (2)** calendar weeks from the date of employment.

Ladies Blazer	40
Ladies Skirt or Pants	20
Blouses	7
Ladies Sweater (Cardigan)	15
Ladies Shoes	30

(2) The list of points shall be posted by January 15th of each year and must be completed by February 15th of each year.

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 Employer 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 shall be in accordance with a rotating schedule drawn up by the Employer. A copy of the form of rotating schedule to be used is attached hereto as Schedules "B" and "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 Employer. A copy of the form of Rotating Schedule to be used is attached hereto as Schedules "B", and "C" 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 Assistant Fire Chief based on operational requirements notwithstanding unusual circumstances (re: motivated absence due to death in the family or sickness).

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

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

(e) One weeks vacation shall be from Sunday to Saturday, inclusive.

(4) **Annual Platoon Transfers**

A firefighter 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 firefighter on the platoon from which the firefighters 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 firefighter 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 Services Division 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 Services Division 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 Employer intends to introduce or implement,

- (a) any technological change in mechanization,
- (b) a major reorganization of the Division which would have the result of loss of employment, lay off, demotion, decrease in pay to any employee, the Employer 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 Employer 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 Employer 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 Employer 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 compensation for expenses as per the most recent corporate policy.
- (c) 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 City of Greater Sudbury

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

- (a) Shall receive compensation for expenses as per the most recent corporate policy.
- (b) Shall be considered off duty the day prior to the commencement of and the day following the conclusion of the training program.
- (c) 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 (a) Training Within the Boundaries of the City of Greater Sudbury

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

- (b) **Training Remuneration**
The parties agree that when employees are requested to participate in Divisional Training while off duty, they will be remunerated at X1 of their basic rate of pay for all hours spent in training.

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 on all bulletin boards for a minimum period of twenty-one (21) days, whenever possible.

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 firefighter 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 firefighter shall be indemnified for the necessary and reasonable legal costs in the defence of such charge.
- (2) Notwithstanding Clause 1, the Employer may refuse payment otherwise authorized under Clause 1 where the actions of the firefighter from which the charges arose were willful and malicious.
- (3) Where a firefighter intends to apply to the Employer for indemnification hereunder, the firefighter, within ten days of being charged or receiving notice of other legal proceedings covered herein, shall notify in writing, the City Solicitor of the firefighter's intent to retain legal counsel and to seek indemnification under this Clause.
- (4) For greater clarity, firefighters shall not be indemnified for legal costs arising from:
- (a) Grievance or complaints under the Collective Agreement between the Employer and the Association:

OR

(b) The actions or omissions of firefighters 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 firefighter shall not be deemed to be "finally acquitted if, as a result of charges laid, the firefighter is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

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

(2) Notwithstanding Clause 1, the Employer may refuse payment otherwise authorized under Clause 1 where the actions of the firefighter 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 examination shall be paid for by the Employer.

ARTICLE 26 - APPOINTMENT TO THE FIRE PREVENTION DIVISION

26:01 (1) The parties agree to maintain a minimum complement of 5 Fire Prevention Officers in the Fire Prevention Division.

(2) The Employer 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 firefighter will receive the rate of a First Class Firefighter for one (1) year and be classified as an Assistant Fire Prevention Officer.
- (b) Final confirmation of the appointment shall be contingent on the firefighter's desire to remain in the Fire Prevention Bureau and the firefighter'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 firefighter and management, the firefighter will return to the firefighter'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 (3) **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 (4) **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 fall 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.
- (f) 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 (5) 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.

26:01 (6) Transfer of Employees From Fire Prevention Division

The Employer and the Association also recognize the importance of establishing a method which will provide for the orderly transfer of employees from the Fire Prevention Division.

Therefore, both parties adopt the following system:

- (a) The employee wishing to transfer from the Fire Prevention Division may exercise **his/her** seniority and **qualifications** by applying for any existing vacancy.
- (b) The employee wishing to transfer from the Fire Prevention Division at a time when a vacancy outside the Division does not exist will:
 - (1) Meet with the Fire Chief to discuss the reasons for the request;
 - (2) Provide written notice to the Fire Chief of **his/her** desire to transfer from the Fire Prevention **Division**.
- (c) **Within** ten (10) days of receipt of **written notice** described In **b(2)** above a job **posting** of Assistant Fire Prevention Officer will be posted for a period of twenty-one (21) days in accordance with the provisions of Article 7:06(1) of the Collective Bargaining Agreement.
- (d) Should the job posting of Assistant Fire Prevention Officer **result** in the appointment to the Fire Prevention Division, the resultant transfers will be made at a time mutually agreed between the parties but no later than thirty (30) days after the award of the Job Posting.
- (e) Should the job posting of Assistant Fire Prevention Officer not result in the appointment of a successful applicant to the Fire Prevention Division, then the employee requesting the transfer will remain in the Fire Prevention **Division**.

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 and be available for Acting Captain as outlined in Article 27:02(a). 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.
- (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 Captain and Assistant Fire Chief.
- (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 Captain and Assistant Fire Chief.

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 an Assistant Fire Chief. Assistant Fire 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 - TERM OF AGREEMENT

29:01 This Agreement shall remain in full force and effect during the period July 1, 2001 to December 31, 2002 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 *15th* DAY OF *January*, 2000.⁴

SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION


THE CORPORATION OF THE CITY OF SUDBURY

Per:  _____

President

Per: _____

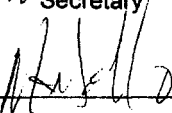
Mayor

Per:  _____

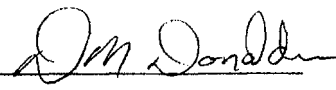
Secretary

Per: _____

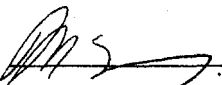
Clerk

Per:  _____

Member: Negotiating Committee

Per:  _____

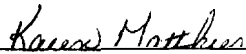
Fire Chief

Per:  _____

Member: Negotiating Committee

Per:  _____

General Manager
Emergency Services

Per:  _____

for Director of Human Resources

SCHEDULE "A"
Fire Fighter Pay Plan

Classification	Index	July 1, 2001	January 1, 2002	July 1, 2002
Sr. Fire Prevention Officer	113%	\$67,810.31	\$69,108.00	\$70,216.93
Captain	115%	\$69,010.49	\$70,331.15	\$71,459.71
Fire Prevention Officer	107%	\$64,209.76	\$65,438.55	\$66,488.60
Lieutenant	107%	\$64,209.76	\$65,438.55	\$66,488.60
Asst. Fire Prev. Officer	100%	\$60,009.12	\$61,157.52	\$62,138.88
First Class Fire Fighter	100%	\$60,009.12	\$61,157.52	\$62,138.88
Second Class Fire Fighter	90%	\$54,008.21	\$55,041.77	\$55,924.99
Third Class Fire Fighter	80%	\$48,007.30	\$48,926.02	\$49,711.10
Fourth Class Fire Fighter	70%	\$42,006.38	\$42,810.26	\$43,497.22
Prob. Class Fire Fighter	60%	\$36,005.47	\$36,694.51	\$37,283.33
Office Clerk	58.5%	\$35,105.34	\$35,777.15	\$36,351.24
Platoon Trainer	+7%	\$4,200.64	\$4,281.03	\$4,349.72

* Platoon Trainers will be paid an additional 7% of the rate of a First Class Fire Fighter.

SCHEDULE "D"

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF SUDBURY

(hereinafter the "Corporation")

- and -

**SUDBURY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, I.A.F.F.
LOCAL 527**

(hereinafter the "Association")

WHEREAS the Corporation seeks to designate certain persons and to exclude them from the scope of the collective agreement pursuant to ~~the~~ provisions of **s.54 of the Fire Prevention and Protection Act** (Bill 84) as exercising managerial and confidential functions **(the exclusions)**;

AND WHEREAS the provisions of Bill 84 enable the parties to a collective agreement to agree on such exclusions in addition to persons who ~~may~~ be designated;

AND WHEREAS the Association does not admit that any of the persons which the Corporation seeks to **exclude** presently exercise managerial or confidential functions;

AND WHEREAS the Corporation and the Association believe that it is in their mutual interest to provide for finality concerning the issue of exclusions ~~from~~ the firefighter bargaining unit,

AND WHEREAS both parties agree that this process has in no way been an attempt to determine whether Platoon Chiefs and Directors belong in or out of **the bargaining unit**.

AND WHEREAS the parties further agree that this document represents a purely local solution to specifically meet the needs of the Sudbury fire Department;

AND WHEREAS the parties have agreed on the positions to be excluded from the firefighter bargaining unit and on ~~other~~ amendments to the collective agreement resulting ~~from~~ such exclusions on a without prejudice basis;

AND WHEREAS the parties wish to embody this Agreement as an Appendix to their collective agreement,

AND WHEREAS the parties wish these commitments to be of a long term nature and to survive the expiry of the collective agreement,

THE PARTIES HERETO AGREE AS FOLLOWS

1. The positions of Platoon Chief, Director of Training and Director of Fire Prevention shall be deleted from the collective agreement. The collective agreement shall forthwith be amended as provided in paragraph 12 below to reflect such deletions and other consequential changes.

2. The Corporation shall establish and maintain three (3) new positions of Assistant Fire Chief.

3. The positions of Fire Chief (1), Assistant Fire Chief (3) and Chiefs Secretary (1) shall be excluded from the firefighter bargaining unit. It is understood and agreed that these exclusions represent the total number of persons which the Corporation may seek to exclude or have the right to exclude/designate from the firefighter bargaining unit pursuant to the provisions of Bill 84

4. It is agreed that the Corporation will not, at any time, seek to increase the number of exclusions above the five persons listed in paragraph 3 hereof under any of the provisions of Bill 84 in subsequent rounds of collective bargaining or otherwise and shall not apply to the Ontario Labour Relations Board or any other tribunal, organization or person to increase the number of exclusions from the firefighter bargaining unit.

5. Notwithstanding the provisions of sections 3 & 4 above, the parties agree that additional exclusions from the bargaining unit may be permitted in the event of major expansion of the department.

6. The three Assistant Fire Chief positions shall be filled by persons within the firefighter bargaining unit. All fire fighters with a minimum of fifteen (15) years' service in the Sudbury Fire Department will be entitled to apply and be considered for such positions. The Corporation shall advise all prospective applicants of the minimum educational, training, and other qualifications considered necessary for such a position.

7. (1) Any person currently occupying a position as Director or Platoon Chief who is not successful in obtaining one of the positions of Assistant Fire Chief shall be re-assigned to an appropriate position within the bargaining unit, based on seniority and qualification. First within the individual's own division, secondly within other divisions.

7 (2) Any persons reassigned to a lower classification as a result of this agreement shall continue to be paid their salary until such time as the salary for the job to which the person is reassigned equals or exceeds the former rate. It is further agreed that any person reassigned to a lower classification as a result of this agreement will not be adversely affected in any other way in respect of the terms and conditions of their employment

8.(1) A successful applicant for the position of Assistant Fire Chief shall be allowed to return to the bargaining unit provided that such election is made within a period of twelve months from the effective date of appointment to the position of Assistant Fire Chief. A person returning to the bargaining unit shall be placed in an existing vacancy provided the employee meets the qualifications of the vacancy. It is understood that the existing vacancy may be in a lower classification than the classification the employee previously held in the bargaining unit. It is further understood that the employee will not accumulate seniority while employed outside the bargaining unit. No other member of the bargaining unit shall be adversely affected by virtue of the return of a former Assistant Fire Chief to the bargaining unit.

8.(2) The resulting vacancy in the position of Assistant Fire Chief shall be filled in accordance with the provisions of paragraph 5 hereof. Any person accepting the position of Assistant Fire Chief shall also be given the opportunity to return to the bargaining unit in accordance with the provisions of this paragraph within a period of twelve (12) months from the effective date of their appointment.

9.(1) The Corporation shall post four (4) new positions of Platoon Trainer to be compensated at the rate of 7% of the rate of a first class fire fighter in addition to the rate for the classification in which the employees are employed. The position of Platoon Trainer and the corresponding rate shall be incorporated into Schedule A of the collective agreement. One Platoon Trainer shall be assigned to each of the four platoons. There will be no Acting Rank associated with this position for purposes of short term absence or vacation periods of six (6) weeks or less.

9 (2) The duties and responsibilities of the position of Platoon Trainer shall be as set out in Appendix B to this Memorandum of Agreement. These duties and responsibilities shall only be changed by agreement of the parties.

9.(3) The Corporation shall post the position of Platoon Trainer in order to ensure that all individuals have reasonable opportunity to be aware of such posting. The Corporation shall, in the posting, identify the knowledge and skills required for such position. For the first posting it is understood, however, that notwithstanding the terms of Article 7:06(1), the corporation shall post such notice for ten (10) calendar days. It is further understood that it is not essential that the persons initially appointed to the position of Platoon Trainer will have completed the General Level Technology Program at the Ontario Fire College, the Trainer- Facilitator course, or a recognized Methods of Instruction course. The four positions shall be filled by the senior qualified applicant.

9 (4) The parties will, prior to the conclusion of the collective agreement commencing January 1, 1999, attempt to agree on a further refinement of the promotion process for the position of Platoon Trainer. In the event that the parties are unsuccessful in this endeavor, the posting provisions contained in Article 7:06(1) of the parties collective agreement shall continue to apply.

9.(5) A person appointed to the position of Platoon Trainer must successfully complete a twelve-month trial period based upon an evaluation by the Assistant Chief (Training) and appropriate assessment forms to be completed by members of the platoon to which the Platoon Trainer has been assigned

9 (6) In the event that the Platoon Trainer fails to successfully complete the above noted trial period the Platoon Trainer shall be returned to his previous position. The resulting vacancy shall be posted and filled in accordance with the provisions of this Memorandum or the posting provisions of the collective agreement between the parties.

9 (7) Platoon Trainers shall receive priority for placement in appropriate training courses as identified by the Department in preference to other persons within the bargaining unit, regardless of their seniority

10 (1) The Corporation shall create a new full-time position of Office Clerk which shall be compensated at 58.5% of the rate of a First Class Firefighter. The position of Office Clerk and the accompanying rate shall be incorporated into Schedule A of the collective agreement.

10.(2) The first position of Office Clerk shall be occupied by Sharon Wainio, should she wish to assume such position. Subsequent vacancies in this position shall be advertised within the bargaining unit first in order to enable those interested to indicate their desire to fill such position. The senior qualified applicant shall be placed in such position.

10.(3) In the event that there is no applicant for the position from within the bargaining unit, the Corporation is entitled to fill the position from outside of the bargaining unit.

11. Article 26.01(1) of the collective agreement shall be amended to include the following wording in the first paragraph.

"The parties agree to maintain a minimum complement of five (5) Fire Prevention Officers in the Fire Prevention Division. 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,

12. A new Article shall be added to the collective agreement to provide as follows,


Article XX- Staffing

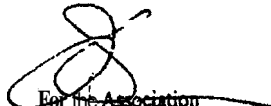
"The parties agree that the Corporation shall maintain a minimum of twenty-two (22) full-time fire fighters on each of the four platoons at all times. On duty suppression personnel shall only be assigned to in service emergency vehicles at all times "

13. The parties further agree that the provisions of this Memorandum and the consequent amendments to the collective agreement shall be continued in each subsequent collective agreement unless amended by mutual agreement of the parties. It is further understood that no party may ask an Interest Board of Arbitration or any such adjudicator or any other person or tribunal to amend any of the provisions of this Memorandum. It is further understood that the terms of this memorandum will be subject to the grievance provisions as defined in Article 9:00 of the Collective Bargaining Agreement between the parties.

14. The parties hereto further agree that the provisions of the current collective agreement shall be amended in accordance with the provisions of Appendix "A" hereto

DATED at Sudbury, Ontario this 9th Day of January, 1999.


For the Corporation


For the Association


For the Corporation


For the Association

For the Corporation


For the Association

APPENDIX "A"

The following changes to the collective agreement shall be made in consequence of the Memorandum of Agreement hereto:

1. Article 1.01-
Change Deputy Chief to read "three Assistant Fire Chiefs"
- 2 Change Article 7.01(2) to read;
" ...of the firefighter by the fire fighters' Captain and Platoon Trainer".
- 3 Change Article 8.08 to read.
"The Fire Chief or his designate. "
4. Change Article 15.03(4) to replace the words "platoon chief" with
"Assistant Fire Chiefs".
5. Change Article 20.01 (3)(b) to delete the reference to
"and the Director -Fire Prevention and to substitute "or his designate".
- 6 Change Article 20.01 (3)(c) to delete entire clause and re- number following clauses accordingly.
7. Amend Article 26.01(4) to delete the provision respecting "qualifying for the rank of Director - Fire Prevention"
8. Amend Article 27.01 @)(e) to change "the next two ranking supervisors" to "Captain and Assistant Fire Chief"
9. Amend Article 27.02(a) to change "platoon chief" to "Assistant Fire Chief"

10. Delete Article 28 in its entirety.

11. Amend Schedule "A" by removing the positions of Director of Training, Director of Fire Prevention and Platoon Chief. Add position of Platoon Trainer at the rate of 7% of the rate of a first class fire fighter in addition to the rate for the classification in which the employees are employed and to add the position of Office Clerk at 58 5% of the rate of the rank of First Class Fire Fighter.

12 Add a provision to the collective agreement to provide for staffing as follows.

Article XX - Staffing

"The parties agree that the Corporation shall maintain a minimum of twenty-two (22) full-time fire fighters on each of the four platoons at all times. On duty suppression personnel shall only be assigned to in service emergency vehicles at all times."

SUDBURY FIRE DEPARTMENT

Appendix "B"

POSITION TITLE:Platoon Trainer

SALARY: As per Schedule 'A' of the Collective Agreement

IMMEDIATE SUPERVISORS: Asst. Fire **Chiefs**

PURPOSE OF THE POSITION

To provide quality training to platoon members and the department at large. This individual will be responsible and accountable for ensuring that, in conjunction with the Captains, all training is delivered to fire fighters.

MAJOR RESPONSIBILITIES

Responsible for training of fire fighters, in conjunction with the Captains, ensuring all personnel are trained to a minimum recognized level and standard as well as providing the requisite records and documentation of training for the platoon.

Recognize the efficiencies on the platoons. Use these efficiencies to further enhance platoon development. Conversely, to identify shortfalls in platoon and/or personnel training and further provide this training. Analyze and adjust training as required.

Provide training aids, packages, information and recommendations in a timely manner to Fire Fighters and Officers.

Develop all facets of the training program, including learning outcomes, content, delivery and feedback mechanisms of training for the benefit of the Fire Department.

Assist in developing and delivering examinations, providing questions and conduct practical testing of Fire Fighters.

In conjunction with Captains, assesses performance of probationary Fire Fighters in order to provide and ensure reliable, objective, corrective feedback.

Searching for opportunities to provide current information as it relates to the present or future practices of the fire service.

Works in conjunction with the Platoon Captains to provide the proper personnel training sessions to maximize efficiencies in the delivery of training.

Participate in applicable meetings, courses, seminars, demonstrations, etc. Efforts will be made to allow this to occur on shift while preventing a personnel shortage. However, off duty time may be required to attend some of these functions. This time shall be reimbursed as per the collective agreement.

To meet quarterly or as required with the other Platoon Trainers and the Assistant Fire Chiefs to review, recommend, and provide direction with respect to the training function of the department.

Assigned to the Rescue and accountable to the Assistant Fire Chiefs. Responsible for personnel and the duties and responsibilities of the Rescue and its operation.

KNOWLEDGE AND SKILLS

Must have completed or be willing to complete the General Level Technology Program at the Ontario Fire College, the ~~Trainer~~ Facilitator course.

Have completed or be willing to complete a recognized Methods of Instruction course.

Must have successfully completed the SFD Training Officers Examination.

Administration skills to develop, co-ordinate, prepare reports and take command of platoon training.

Good communication and interpersonal skills to maintain a good relationship with Fire Fighters and Officers while conveying ideas and concepts.

A thorough knowledge of applicable legislation including the Occupational Health and Safety Act, NFPA (as it pertains to training), etc.

Written communications skills to prepare reports, mining precise, mining plans etc.

JUDGMENT

Is exercised in:

Responding efficiently, effectively and in a timely manner to various inquiries and determining resources required to handle the situation.

Co-ordination of staff resources, developing, scheduling and determining appropriate action for the delivery and enhancement of training allowing personnel to reach personal high points.

ACCOUNTABILITY

To provide a professional, efficient and well-administered training program to suppression personnel.

Accountable to the Chief or his designate.

At all times the Platoon Trainers responsibility as a member of the Suppression Division shall take precedence over those of the position of Platoon Trainer.

THE CORPORATION
OF THE CITY OF SUDBURY
JUL 10 1974
PERSONNEL DEPT.

BY-LAW 74-114

BEING A BY-LAW OF THE CORPORATION OF THE
BY-LAW 73-17, "BEING A BY-LAW OF THE
CORPORATION OF THE CITY OF SUDBURY TO
ESTABLISH A PLAN OF SICK LEAVE CREDIT
GRATUITIES FOR THE EMPLOYEES OF THE
CORPORATION OF THE CITY OF SUDBURY"

WHEREAS the Municipal Council of the Corporation of the City of Sudbury deems it desirable to amend the Sick Leave By-law 73-17 of the Corporation of the City of Sudbury to provide for the mandatory payment of any difference in pay between an employee's regular wages or salary and his Workmen's Compensation provided that he has Sick Leave Credits and for as long as he has such Sick Leave Credits with the said difference in pay to be proportionately deducted from his said Sick Leave Credits but such difference in pay not to be paid until the sixth working day after the date of the accident;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF SUDBURY HEREBY ENACTS AS FOLLOWS:


1. THAT By-law 73-17 of the Corporation of the City of Sudbury "BEING A BY-LAW OF THE CORPORATION OF THE CITY OF SUDBURY TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR THE EMPLOYEES OF THE CORPORATION OF THE CITY OF SUDBURY" be and the same is hereby amended by the deletion therefrom of Section 3(c) and the replacement of the said Section 3(c) with the following provision:

"3.(c) An employee who is absent from duties more than five (5) working days from a compensable accident may apply to the Employer to make up the difference in pay between his Workmen's Compensation and his pay. If such a request is made, then commencing on the sixth working day and for each additional working day for which the employee is absent due to the accident, there shall be charged against his Sick Leave Credits, that portion paid to the said employee by the Employer converted to days or a portion thereof. The Employer shall only deduct from the said employee's Sick Leave Credits the excess

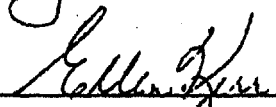
portion of wages between the Workmen's Compensation and his basic daily rate. Should the employee's Sick Leave Credits become exhausted, then the Employer shall discontinue any further payments."

2. THAT this Amending By-law shall come into force and take effect immediately upon the final passing of same.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL THIS 9TH DAY OF JULY, 1974.



Mayor



Clerk

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