

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

January 1, 2007 to December 31, 2011

07082 (11)

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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 (1), Deputy Fire Chief(s), the Administrative Assistant to the Fire Chief (1) and the Secretary to the Deputy Fire Chief(s) (1). The parties further agree that all clerical/administrative positions other than those listed in Schedule A are excluded from the bargaining unit.

The City is not restricted from creating Assistant Deputy Chief positions that are substantially managerial, with core duties and responsibilities that are either within the core duties of the excluded Chief and/or Deputy Chief

positions or are otherwise managerial, provided that positions or classifications or substantial work of the bargaining unit are not eroded.

1:02 All newly proposed positions will be considered jointly by the Employer and the Association to determine if the position should be included or excluded from the scope of the Agreement. If agreement is not reached, resolution will be pursued under the terms of the FPPA.

1:03 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.

1:04 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 Employer 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 Employer agrees to remit the amount of dues so deducted to the Association on a monthly basis.

3:02 The Employer 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 - 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 City of Greater Sudbury's Discrimination and Harassment Policy.

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(s) and Platoon Chief or designate.
- (3) (a) 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.

(b) Any employee not receiving a final performance appraisal during the thirteenth (13th) month following promotion shall be considered to have successfully completed the probationary period.
- (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

- (5) In order to qualify for the rank of Platoon Chief, Chief Training Officer or Chief Fire Prevention Officer, an applicant must successfully complete the following selection process:

- a) The selection process will consist of four (4) elements: a testing phase, an interview, review of performance appraisal(s) and application of seniority. Applicants must achieve a minimum score of 70% on each section of the process to move to the next phase.

The following percentages will apply:

Testing	35%
Interview	20%
Performance Appraisals	10%
Seniority	35%
Total	100%

- b) Vacant position(s) will be awarded to applicant(s) with the highest aggregate score.
- c) An Association representative may attend the hiring committee meetings as an observer. The final selection decision will lie solely with the Hiring Manager.
- d) Acting opportunities in the above-noted positions will be awarded following the principle currently in place for Acting Captain(s), i.e. for short term vacancies (more than one (1) week but less than eight (8) weeks), the most senior qualified employee on the platoon will be offered the Acting position. For long term vacancies (those that the Employer is advised will be 8 weeks or longer) the Acting opportunity will be offered to the most qualified employee based on selection process scores.
- e) 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.

(6) **Re-qualifying for Positions**

Those employees who have qualified for the positions of Training Officer, Public Safety Officer, Fire Prevention Officer, Chief Training Officer, Chief Fire Prevention Officer and Platoon Chief, but have not

performed in an “acting” capacity at any time during the 36 months following the date of qualification, will be required to re-qualify for the position.

- (7) The Association shall be provided with a copy of the marking of qualified candidates for the positions of Chief Fire Prevention Officer, Platoon Chief and Chief Training Officer.

7:02 **Seniority**

- 1) Seniority rights shall cease, and employment shall 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 and Organizational Development 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 **Job Posting**

(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 fourteen (14) 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 (1) Attached hereto and forming an integral part of this Collective Agreement are the following schedules:

Schedule "A"	Firefighter Pay Plan
Letter of Commitment	
Letter of Understanding	Student Placements
Letter of Understanding	Use of Volunteers

(2) **Firefighters - Bi-Weekly Formula**

Both parties agree that the following formula will be utilized when converting a Firefighter's annual salary to a bi-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 bi-weekly basis (84).

Example: First Class Firefighter January 1, 2011

$\$83,144.16$ divided by 365 = $\$227.79$
 $\$227.79$ divided by 6 = $\$37.97$
hourly wage

$\$37.97$ hourly wage x 84 = $\$3,189.48$ Bi-weekly wage

(3) **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, or be in training (within the confines of the geographical response area and available to respond) at all times.

8:03 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.

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 an employee has banked the overtime, he/she will only be permitted to take such time off at straight time or may elect to be paid out for the overtime at time and one-half. Any request for pay out must be made by December 15th of the year in which the overtime is earned.

- (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 (1) **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.

(2) **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. 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 Chief's response at Stage 1 and decide within seven (7) calendar days whether to proceed with the grievance. If the aggrieved employee(s) wishes to proceed, the General Manager of Infrastructure and Emergency Services and the Fire Chief 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**

- (1) 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.
- (2) Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the Employees shall be granted necessary Leave of Absence with pay during working hours for the purpose of meeting with the supervisory personnel for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this collective bargaining agreement.

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 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 an accumulated sick leave plan as follows:-

(1) Accrual of Sick Leave Credits

Each Employee shall accumulate sick leave credits at the rate of one-and-a-half (1 ½) days for each calendar month of service with the Greater Sudbury Fire Department, such credits to be cumulative with no maximum.

Employees will not be entitled to a sick leave monthly credit in a month where;

- a) the Employee has taken an unauthorized leave of absence; or
- b) the Employee has taken an authorized leave of absence in excess of two calendar weeks in the given calendar month.

For those employees regularly scheduled to work a forty-two (42) hour work week averaged over a sixteen (16) week period, one-and-a-half (1 ½) days equals twelve point six hours (12.6). For those employees regularly scheduled to work a thirty-five (35) hour work week one-and-a-half (1 ½) days equals 10.5 hours. The Employer shall provide a statement of the accumulated sick leave credit for the Employee on each bi-weekly pay advice and any dispute relating to the total provided shall be subject to the grievance process.

(2) Sick Leave of Absence

- a) While the Employee is absent on sick leave, the Employee's full pay will continue from the Employer.
- b) Sick leave credit shall not be payable to an Employee on probation

during his first six (6) months of service.

- c) 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.
- d) No Employee shall receive pay for absences in excess of his or her accumulated sick leave credit.
- e) A deduction shall be made from the Employee's sick leave credits for all sick leave absences. The sick leave total of an employee regularly scheduled to work a forty-two (42) hour work week averaged over a sixteen (16) week period shall be reduced by 10.5 hours for each shift's absence. The sick leave total of an employee regularly scheduled to work a thirty-five (35) hour work week shall be reduced by 7 hours for each shift missed.
- f) The Fire Chief, or his designate, has the power to allow, amend, or disallow any sick leave credit or sick leave absence for any Employee. Disputes relating to amendments and/or disallowances of sick leave credits are subject to the Grievance process.
- g) An Employee who has been absent for more than three consecutive regularly scheduled shifts for medical reasons shall provide, on return to work, a completed medical form (as agreed upon) upon the request of the Employer. In the case of a prolonged absence for medical reasons, the Employer may request such medical documentation at intervals no less than thirty days.
- h) The Fire Chief, or his designate, upon previous notice or interview, may demand a medical form for a one or two day sick leave of absence.

(3) Payment of Medical Certificate

When an employee is required to provide a medical certificate, the Employer shall bear the reasonable cost of such certificate in each case.

(4) Compassionate Leave of Absence

Employees may be allowed up to an annual maximum of three (3) days pay for compassionate family reasons which days of absence shall be deducted from their accumulated sick leave credits, subject to the provision that such compassionate leave is not otherwise provided. An Employee shall not be entitled to benefits under this section if they fail, upon request, to furnish his supervisor with reasonable proof of

attendance at the function requiring such compassionate leave of absence.

(5) Long Term Absence on Sick Leave

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), and sick leave benefits (Article 13).

(6) Sick Leave Credit Termination

a) Upon termination of employment, an Employee who has completed five (5) years of service with the Employer shall be entitled to receive payment of one half (1/2) the number of sick days to their credit at the rate of 100% of his regular rate of pay at the time of termination to a maximum of six (6) month's salary.

b) The Employer may withhold from the amount payable in 6 a) any amount for which such Employee is legally liable to account to the Employer in which case all sums withheld up to the full amount of such liability, shall forthwith vest in and be the property of the Employer. Any dispute over amounts so withheld shall be determined by the grievance procedure.

13:02 WSIB Leave of Absence

The Employer will establish a method of continuing to pay for Employees 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:

- (1) The injured Employee 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.
- (2) While the injured Employee remains so disabled, the Employee's full pay will continue from the Employer.

- (3) The Employer will provide for the top-up of WSIB benefits to 100% of net pay.

13:03 **Long-Term Absence**

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 14 - BENEFIT PLANS

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

The Employer agrees to provide the Association with a copy of the master benefit policies (plan) annually or whenever they are changed.

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

(Four Hundred Dollars (\$400.00) per Twenty-Four (24) months, including eye examinations);

- (b) Liberty Health Dental Plan #9; (with Overage Dependant Student Coverage; 21-25 years of age);
(Current O.D.A. Fee Schedule);

- a rider for 50/50 co-share up to \$1,750 lifetime maximum for orthodontic coverage;
- a rider for 50/50 co-share up to \$1,750 maximum for major restorative coverage.

- (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 or 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 and Organizational Development Division 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 unreduced pension under the provisions of the Ontario Municipal Employees Retirement System

OR

- (3) Are obliged to retire on a disability pension after having attained and accumulated Fifteen (15) years of continuous service with the City of Greater Sudbury

The Employer 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);

For those Employees that retire December 31, 2006 or earlier, freeze at January 1, 1999 O.D.A. fee schedule;

For those Employees that retire effective January 1st, 2007 or after, premiums will be provided based on the two (2) year lag rate of the current ODA fee schedule. The Union and the employer understand and agree that there will be no retroactive claims filed by retirees.

(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:

<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 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. The Fire Chief or designate 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 Fire Chief or designate.

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. Canada Day | 11. Christmas Day |
| 2. Family Day | 7. Civic Holiday | 12. Boxing Day |
| 3. Good Friday | 8. Labour Day | 13. December 24th |
| 4. Easter Monday | 9. Thanksgiving Day | |
| 5. Victoria Day | 10. Remembrance 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. Canada Day | 11. Christmas Day |
| 2. Family Day | 7. Civic Holiday | 12. Boxing Day |
| 3. Good Friday | 8. Labour Day | 13. December 24th |
| 4. Easter Monday | 9. Thanksgiving Day | |
| 5. Victoria Day | 10. Remembrance 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.

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 are granted six (6) days leave of absence with pay per year, for attendance at the firefighters' convention, and/or seminars, at the discretion of the Fire Chief.

(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/Parental 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/Parental Leave shall conform to the provisions of The Employment Standards Act, as amended; however, it is agreed and understood that an employee returning to work after a pregnancy/parental or adoption leave shall provide the Employer with a minimum two (2) weeks notice.

- (3) An employee on Pregnancy/Parental Leave shall not receive Sick Leave Pay.
- (4) An employee on Pregnancy/Parental Leave shall continue to accrue annual vacation entitlement and seniority provided he/she returns to the employ of the Employer at the end of said leave.

(5) **Benefits During Pregnancy/Parental Leave**

For permanent employees who qualify for pregnancy/parental 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/parental leave in The Employment Standards Act as amended.

- (6) For Permanent Full Time Employees on Pregnancy Leave/Maternity or Parental Leave for Adoption purposes the Employer will contribute the difference between the E.I. Weekly Benefit Rate and seventy-five (75%) percent of the Employee's regular earnings at the commencement date of the Leave. The Allowance is to continue only when the Employee is in receipt of E.I. for Pregnancy Leave/Maternity or Parental Leave for Adoption purposes and will be limited to a maximum fifteen (15) weeks period

In accordance with Employment and Immigration conditions, the combined weekly rate of the Employment Insurance (E.I.) Benefits and Supplemental Unemployment Insurance Benefits (S.U.B.) will not exceed ninety-five (95%) percent of the Employee's normal weekly earnings.

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.

In the case of the demise of the spouse or child, Permanent and Probationary Employees shall be permitted an additional Leave of Absence with pay for two (2) working days, which shall not be deducted from the Employee's accumulated Sick Leave Credits.

When an Employee qualifies for Bereavement Leave during his/her period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be re-scheduled as mutually agreed upon between the parties.

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.

17:04 **Travel to Attend a Service**

In the event that a death of a member of the Employee's Family as defined in Article 17:01 requires the Employee to travel more than two hundred (200) kilometres (one way) to attend at the Service, an additional two (2) days with pay shall be allowed if requested in writing by the Employee, prior to departure. In the event that a death of a member of the Employee's Family as defined in Article 17:02 requires the Employee to travel more than two hundred (200) kilometres (one way) to attend at the Service, an additional two(2) days with pay shall be allowed if requested in writing by the Employee, prior to departure.

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.

<u>ITEM</u>	<u>NO. OF POINTS</u>
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
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
Bunker Bag	15
Station Wear Bag	15
Garment Bag	5
Belt	5

Socks	3
Long Sleeve T-shirt	6

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, save and except, Bunker Bag, Station wear Bag and Garment Bag.

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.
- (3) (a) The normal work week for Fire Prevention Officers shall based on a two (2) group system and will constitute a forty-two (42) hour work week, averaged over a five (5) week period. A normal working day is from 0800 to 1800.
- (b) One group will work Monday through Thursday, while the second group will work Tuesday through Friday.
- (c) Every fifth (5th) week, all Fire Prevention Officers will work a full week of Monday through Friday, to average 42 hours over a five (5) week period.
- (d) The minimum amount of Inspectors required on duty shall be decided by the Fire Chief or designate based on operational requirements notwithstanding unusual circumstances (re: motivated absence due to death in the family or sickness).

- (e) A lieu day shall be deducted at 10 hours per day for statutory holiday purposes.
 - (f) A split week of vacation shall consist of 4 working days.
 - (g) One week's vacation shall be from Sunday to Saturday, inclusive.
- (4) The normal work week for Public Safety Officers and Training Officers shall be forty-two (42) hours per week, averaged over a five (5) week schedule.
- (a) The Public Safety Officers and the Training Officers will work a flex schedule based on the following:

Day shift - 0800 hrs to 1800 hrs
Afternoon shift - 1200 hrs to 2200 hrs

Public Safety Officers and Training Officers will work two (2) day shifts and two (2) afternoon shifts per week, unless required by the Employer to be on day shift, Monday to Thursday for four (4) weeks, with one extra day shift on Friday of the fifth (5th) week, to average a forty-two (42) hour work week.
 - (b) Public Safety Officers and Training Officers may be scheduled up to two (2) weekends per month, with thirty (30) days notice, unless mutually agreed between the Fire Chief or designate, and the employee.

(5) **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.

(6) 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:

- (a) Where possible the transfers will first occur from odd-to-odd numbered platoons or even-to-even numbered platoons;
- (b) Where number (a) is not applicable, transfers from odd-to-even or even-to-odd platoons;
- (c) The transfers shall be assigned on a voluntary basis by seniority;
- (d) Where there are no volunteers for the assignment, the Chief may then appoint a firefighter on a reverse seniority basis.
- (e) 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,

- (1) any technological change in mechanization,
- (2) 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 Training Inside City Limits

- (1) The Employer may schedule employees for mandatory training while off duty, for up to a maximum of four (4) days per year (40 hours). The parties agree that when employees participate in mandatory divisional training while off duty, they will be remunerated at straight time.
- (2) Training will not be scheduled during prime time as defined in the vacation scheduling policy, an employee's vacation or on weekends.
- (3) Multiple training dates shall be posted with the vacation schedule for each Platoon by October 31 of the preceding year.

23:02 Training Outside City Limits

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

- (1) When training occurs on an employee's regularly scheduled day(s) off, the employee shall receive the next scheduled shift(s) following the training as the day(s) off.
- (2) Travel to and from training will not be compensated outside regular working hours.
- (3) Expenses incurred as a result of traveling out of town for training will be reimbursed as per City of Greater Sudbury policy.

23:03 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 - APPOINTMENT TO THE FIRE PREVENTION DIVISION

- 25:01 (1) The parties agree to maintain a minimum complement of five (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 satisfactory performance in the new position for a probationary period not to exceed twelve (12) months.
- (c) Following the satisfactory completion of the probationary period, a firefighter will be required to complete two (2) more years in the Fire Prevention Division before being considered for a position in another division.
- (d) If final confirmation of the appointment is not approved by the Fire Chief, the firefighter will return to the firefighter's previous position.
- (e) Anyone having completed their twelve (12) month probationary period and reverting to the fire fighting division by failure of the Fire Prevention Officer's examination will not cause a demotion within the fire fighting division.
- (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%

(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 fail the examination and supplementary examination, which will be offered six (6) months after the first examination, 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.

- (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.

(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.

(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:
- (c) Meet with the Fire Chief to discuss the reasons for the request;
- (d) Provide written notice to the Fire Chief of his/her desire to transfer from the Fire Prevention Division.
- (e) 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.

- (f) 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.
- (g) 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 26 - PROMOTION TO CAPTAIN

26:01 In order to qualify for the rank of Captain an applicant must:

- (1) Be available for Acting Captain as outlined in Article 26:02(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.
- (2) 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 Fire Chief or designate.
- (3) Have successfully completed or be willing to successfully complete the OFM Trainer/Facilitator Program. In the event that a candidate fails to successfully complete the Trainer/Facilitator Program, such candidate will be deemed ineligible to Act until successful completion of the program.
- (4) Have successfully completed a twelve (12) month trial period; and
- (5) After the twelve (12) month trial period achieve a minimum of 70% on a performance appraisal given by the Captain and Fire Chief or designate.

26:02 (1) 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 the Fire Chief or designate. The Fire Chief or designate has the authority to limit the number of exemptions.

- (2) 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).
- (3) Time spent in permanent Acting Captain positions will be credited for probationary purposes as follows: when a six (6) month block of Acting is completed, it will be counted as six (6) months of a probationary period. Acting blocks of less than six (6) months will not be counted.

26:03 An Association representative at the same or higher level as the person being tested may be present as an observer during the written examinations and oral and practical components. The observer shall have no active role in the process and his/her absence shall not delay any examination or component.

ARTICLE 27 - NON-SUPPRESSION POSITIONS

- 27:01
- (1) Employees hired into a position other than in career suppression, who apply for a fire fighter position during a fire fighter recruitment, will be permitted to enter the hiring process at the written examination stage. However, the employee must successfully pass every stage of the recruitment process as with any other applicant.
 - (2) Upon successful completion of the fire fighter recruitment process, the employee will be placed on the final qualified list in the order of the employee's ranking, and will be offered a position in the Fire Suppression Division when his/her rank on the qualified list arises.
 - (3) The employee will enter the Fire Suppression Division at the rank of probationary fire fighter. Seniority rights for promotion purposes shall be based on the date of entry into the Fire Suppression Division.
 - (4) Service with the Employer, for the purpose of vacation entitlement, sick leave accrual, etc. will be based on the employee's hire date.

ARTICLE 28 - TERM OF AGREEMENT

28:01 This Agreement shall remain in full force and effect during the period January 1, 2007 to December 31, 2011 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

, 2011.

SUDBURY PROFESSIONAL FIRE
SUDBURY
FIGHTERS ASSOCIATION

THE CITY OF GREATER

Per: 

President

Per: 

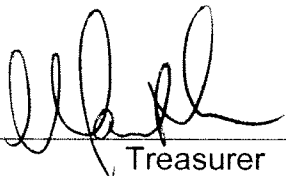
Fire Chief

Per: 

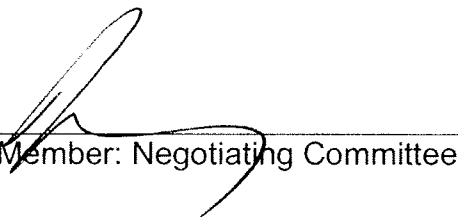
Secretary

Per: 

Director of Human Resources and
Organizational Development

Per: 

Treasurer

Per: 

Member: Negotiating Committee

**SCHEDULE A
WAGE GRID**

Classification	Index		Jan 1/07	Jan 1/08	Jan 1/09	Jan 1/10	Jan 1/11
Platoon Chief Chief Fire Prevention Officer Chief Training Officer	125%	Step 1	\$91,924.20	\$95,004.00	\$97,953.30	\$100,902.60	\$103,930.20
		Step 2 (3%)	\$94,130.38	\$97,284.10	\$100,304.18	\$103,324.26	\$106,424.52
		Step 3 (6%)	\$96,336.56	\$99,564.20	\$102,655.06	\$105,745.92	\$108,918.84
		Step 4 (9%)	\$98,542.74	\$101,844.30	\$105,005.94	\$108,167.58	\$111,413.16
Captain Senior Fire Prevention Officer Training Officer Chief Mechanical Officer	115%	Step 1	\$84,570.26	\$87,403.68	\$90,177.04	\$92,830.39	\$95,615.78
		Step 2 (3%)	\$86,776.44	\$89,683.78	\$92,467.92	\$95,252.05	\$98,110.10
		Step 3 (6%)	\$88,982.62	\$91,963.88	\$94,818.80	\$97,673.71	\$100,604.42
		Step 4 (9%)	\$91,188.80	\$94,243.98	\$97,169.68	\$100,095.37	\$103,098.74
Fire Prevention Officer	107%	Step 1	\$78,687.12	\$81,323.42	\$83,848.02	\$86,372.63	\$88,964.25
		Step 2 (3%)	\$80,893.30	\$83,603.52	\$86,198.90	\$88,794.29	\$91,458.57
		Step 3 (6%)	\$83,099.48	\$85,883.62	\$88,549.78	\$91,215.95	\$93,952.89
		Step 4 (9%)	\$85,305.66	\$88,163.72	\$90,900.66	\$93,637.61	\$96,447.21
Assistant Fire Prevention Officer 1 st Class Fire Fighter	100%	Step 1	\$73,539.36	\$76,003.20	\$78,362.64	\$80,722.08	\$83,144.16
		Step 2 (3%)	\$75,745.54	\$78,283.30	\$80,713.52	\$83,143.74	\$85,638.48
		Step 3 (6%)	\$77,951.72	\$80,563.40	\$83,064.40	\$85,565.40	\$88,132.81
		Step 4 (9%)	\$80,157.90	\$82,843.50	\$85,415.28	\$87,987.07	\$90,627.13
2 nd Class Fire Fighter	90%		\$66,185.42	\$68,402.88	\$70,526.38	\$72,649.87	\$74,829.74
3 rd Class Fire Fighter	80%		\$58,831.49	\$60,802.56	\$62,690.11	\$64,577.66	\$66,515.33
4 th Class Fire Fighter	70%		\$51,477.55	\$53,202.24	\$54,853.85	\$56,505.46	\$58,200.91
Probationary Fire Fighter	60%		\$44,123.62	\$45,601.92	\$47,017.58	\$48,433.25	\$49,886.50
Public Safety Officer	100%	Step 1	\$73,539.36	\$76,003.20	\$78,362.64	\$80,722.08	\$83,144.16
		Step 2 (3%)	\$75,745.54	\$78,283.30	\$80,713.52	\$83,143.74	\$85,638.48

		Step 3 (6%)	\$77,951.72	\$80,563.40	\$83,064.40	\$85,565.40	\$88,132.81
		Step 4 (9%)	\$80,157.90	\$82,843.50	\$85,415.28	\$87,987.07	\$90,627.13
	107%	Step 1	\$78,687.12	\$81,323.42	\$83,848.02	\$86,372.63	\$88,964.25
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		Step 4 (9%)	\$85,305.66	\$88,163.72	\$90,900.66	\$93,637.61	\$96,447.21
Fire Service Technician	60%		\$44,123.62	\$45,601.92	\$47,017.58	\$48,433.25	\$49,886.50
	65%		\$47,800.58	\$49,402.08	\$50,935.72	\$52,469.35	\$54,043.70
Prevention Clerk	58.5%		\$43,020.53	\$44,461.87	\$45,842.14	\$47,222.42	\$48,639.33
Training Clerk	51.7%		\$38,019.85	\$39,293.65	\$40,513.48	\$41,733.32	\$42,985.53

NOTES TO SCHEDULE A

1. General Wage Increase

The 2006 GWI will be amended, if necessary, to maintain parity with the Greater Sudbury Police Services for the calendar year 2006.

Public Safety Officer - upon successful completion of exam following one year in this position, wage will increase to 107% of 1st class Fire Fighter

Fire Service Technician - upon successful completion of the probationary period, wage will increase to 65% of 1st class Fire Fighter

2. Recognition Pay

Recognition Pay provision to provide for 3%/6%/9% after 8, 17 and 23 years of service effective January 1, 2007 payable to the members of the bargaining unit on the triggering anniversary date of the individual fire fighter.

Effective July 1, 2005, Recognition Pay will be introduced into the Fire Services Division and is payable in addition to the annual GWI. Recognition Pay is payable only to 1st Class Fire Fighter and those positions requiring 1st Class Fire Fighter qualification, i.e. Public Safety Officer, Assistant Fire Prevention Officer, Fire Prevention Officer, Captain, Senior Fire Prevention Officer, Training Officer., Chief Training Officer, Chief Fire Prevention Officer and Platoon Chief.

Step 1 - those employees with less than 8 continuous years of service in the employee of the employer be paid at Step 1 of the pay grid

Step 2 - those employees completing 8 continuous years of service in the employee of the employer, move to Step 2 (paid an additional 3%) of the pay grid

Step 3 - those employees completing 17 continuous years of service in the employee of the employer move to Step 3 (paid an additional 6%) of the pay grid

Step 4 - those employees completing 23 continuous years of service in the employee of the employer, move to Step 4 (paid an additional 9%) of the pay grid.

LETTER OF COMMITMENT

(1) **Coroner's Inquest**

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

(2) **Retroactivity**

Retroactivity shall be payable on all wages paid, per the dates outlined in Schedule A. Retroactivity will be paid to employees who resigned/retired during the term of this agreement.

(3) **Specified Paid Holidays**

Effective January 1, 2006 the following becomes effective:

Article 15:04(1) Amend to read "Permanent and Probationary Firefighters shall be paid 1/252 of their annual salary for the following Statutory Holidays as well as any holiday proclaimed by the Governor-General of Canada..."

Effective January 1, 2007, increase the payment to 1/242 of annual salary

Effective January 1, 2008, increase the payment to 1/232 of annual salary

Effective January 1, 2009, increase the payment to 1/222 of annual salary

Effective January 1, 2010, increase the payment to 1/212 of annual salary

Effective January 1, 2011, increase the payment to 1/202 of annual salary

Effective January 1, 2012, increase the payment to 1/192 of annual salary

Effective January 1, 2013, increase the payment to 1/182 of annual salary

There will be no further increase in Specified Holiday Pay after the year 2013.

This provision is to survive the expiry of the collective bargaining agreement dated January 1, 2003 to December 31, 2006.

(4) **Remuneration for Training**

The parties agree to the following provision, on a trial basis. The parties agree that the intent of Article 23:01 is to provide Association members with training, for up to four (4) days per year, at no greater than straight time cost to the Employer. The functioning of this language will be reviewed after six months and again after one year from the date of ratification of the collective bargaining agreement. After the trial, if the parties are unable to agree on a remuneration practice, either party may request the assistance of a neutral third party

(mediator) to assist in the discussion.

When employees train during their off duty hours, they will be compensated at straight time in the following manner:

- (1) Employees will have the option of banking time equivalent to the number of hours scheduled in a year for training.
- (2) Requests for time off will be "mutually agreed"
- (3) "Mutually agreed" will mean agreement between the parties.
- (4) Requests for this banked time will not be granted if the request will result in automatic overtime costs.
- (5) Requests will be granted on a first come, first served basis.
- (6) Requests for time off must be made no earlier than 30 days before the desired date, and no later than 24 hours prior to the desired date.
- (7) Lieu days will not be granted during prime vacation time or on weekends.
- (8) Any banked days not utilized by December 15 of the year in which they are earned will be paid out at straight time.

(5) **One week of split vacation**

The parties agree to the following provision, on a trial basis. The functioning of this language will be reviewed in 2007 bargaining.

- (1) Employees wishing the option of using one week's vacation as individual days must schedule the week in the last quarter of the calendar year when the vacation schedule is posted in December.
- (2) Employees will be permitted to use one or more days from this scheduled week, subject to approval of the Fire Chief or designate. Days taken will be reduced from the scheduled week beginning with the first day of the scheduled week.
- (3) Employees will provide management with a minimum of one (1) week's notice of their intent to use a vacation day. Approval of this request will not be unreasonably denied.
- (4) Scheduling of individual days of vacation will be granted within the staffing guidelines outlined in the vacation policy
- (5) Any unused days from the week of vacation booked in the last quarter will be used as scheduled and will not carry forward.
- (6) Requests for use of individual vacations days will be granted on a first come, first served basis.
- (7) Individual vacation days will not result in automatic overtime being

incurred.

(6) **Posting Exam Notice**

The Employer will develop and post a Standard Operating Procedure (SOP) that will require the Training Section to post notice of upcoming exams at least four months in advance of the exam. Any fire fighter or officer wishing to write the exam must notify the Training Section at least three months in advance of the exam. The Training Section will supply all study materials to the Fire Fighter or Officer at least three months in advance of the exam, once the person identifies they wish to write.

(7) **Weighting of Test Components**

The parties agree that the testing component of the recruitment process for senior officer positions (Platoon Chief, Chief Fire Prevention Officer and Chief Training Officer) shall consist of three (3) sections: a written section, an oral section and a practical section. Each of these three (3) sections will be weighted between 20% and 40%, for a total of 100% for the testing component. The testing component comprises 35% of the total selection score.

(8) **Seniority Points**

Seniority points apply only to applicants for the following senior positions; Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer. Seniority points will be awarded at one point per year of seniority, with decimal equivalents for partial years on a monthly basis. Seniority points will be awarded at two points per year of qualified Acting Rank of Captain for Fire Suppression, with decimal equivalents for partial years. Seniority points will be awarded at two points per year of time in Training division and Fire Prevention division, with decimal equivalents for partial years. Job specific points will accumulate and apply as divisionally specific only. Seniority points will only cease to accrue if;

- an employee chooses not to write an available promotional and/or acting exam.
- an employee fails a promotional exam, and the resultant supplementary exam, if applicable,
- an employee exits a division.

Seniority points will begin accruing again once the employee passes an applicable exam.

Seniority points will shall accumulate to a combined Maximum of 35 points.

(9) **Platoon Chief(s)**

It is understood that Platoon Chiefs are authorized to discipline other bargaining unit employees, up to a one day suspension with the concurrence of the Fire Chief.

(10) **Restructuring of Agreement**

Immediately upon ratification, the parties have agreed to restructure the collective bargaining agreement to place like articles together, e.g. all promotional language in the same article, overtime provisions in separate article. The text within these articles shall be as written in the existing collective bargaining agreement and as amended by this Memorandum only.

(11) **Platoon Trainer**

The premium associated with Platoon Trainer as per Interest Arbitration Award. Eliminate Platoon Trainer classification – The four incumbents are to have their salary (including the 7% Platoon Trainer premium) red-circled.

The current incumbents to be red-circled are: Christopher Stokes, Gordon Stauffer, Philip Langis and Ken O'Brien.

(12) **E.I. Premium Reimbursement**

The Union and the Employer understand and agree that the Employer will apply for the E.I. (Employment Insurance) premium reimbursement and that the Employer will control and utilize 100% of the Employee and Employer share of the E.I. reimbursement proceeds to offset costs associated with benefits improvement covering active permanent/full-time Employees.

(13) **Fire Services Technician Review**

The Fire Chief will conduct a review of the work currently performed by the Fire Services Technician to determine whether the current job description accurately reflects the duties being performed by the incumbent. The review will take place within 90 days of the Collective Bargaining Agreement coming into force.

In the Event the Fire Chief, at his sole discretion, determines the job description requires to be updated, the document will be revised with the assistance of the Coordinator of Human Resources. Once the job description has been approved, the Coordinator of Compensation will establish a rate of pay for the position in conformity with CGS policies.

The parties understand and agree that this letter of commitment will no longer be in force or effect once the aforementioned process has been completed in 2011.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF GREATER SUDBURY
(hereinafter referred to as "the Employer")

- and -

SUDBURY PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
IAFF LOCAL 527
(hereinafter referred to as "the Association:)

WHEREAS it is the desire of the parties to provide for timely emergency fire suppression coverage in the city core;

AND WHEREAS the parties recognize the need for operational efficiency in the manner of providing said coverage;

The Parties agree as follows:

1. Spare pumper will be stationed at the Van Home fire hall (as available) and will be used by career fire fighters in the event of the need for emergency coverage when regular city resources are fully occupied in emergency operations.
2. Career fire fighters will be called in off-shift to staff for emergency coverage and operations as required.
3. At the discretion of the Fire Chief or his designate, a volunteer station may be called on to respond to the emergency scene until four (4) career fire fighters arrive to staff the spare pumper.
4. When the four (4) career fire fighters have arrived, the volunteers shall return to their own area under their usual operating procedures.
5. In the event that the spare pumper is not available for emergency cover up, alternative steps will immediately be undertaken to provide an appropriate vehicle for emergency coverage staffed with career fire fighters.

DATED AT Sudbury, Ontario this 4 day of February, 2005

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF GREATER SUDBURY
FIRE SERVICES
AND
SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION
IAFF Local 527

Re: Placement Students

The parties agree as follows:

1. It is understood that students will be at the Fire Department as observers only. These students shall not be considered a part of the City of Greater Sudbury Fire Services staffing complement.
2. Students will participate in Non-emergency operations and daily training as observers only.
3. Students will not participate in any Emergency Operation. Students may be permitted to tour a post emergency scene under supervision only and at the discretion of the ranking officer in charge of the scene.
4. Students may be permitted to ride along on emergency vehicles when safely seated and belted in. Seating will be available, day to day basis.
5. Placement will occur during the hours of 08:00 to 20:00, Monday through Friday.
6. At either parties request, the parties will meet annually, in the fall, to review the process and refine this document on an agreed basis, before any further placements occur.
7. Signed copies of the following documents will be in the Employer's possession before individual placements begin.
 - Oath of Secrecy
 - Indemnity Form
 - Liability Form
8. Students will at all times while responding to, or are on Emergency scenes, be clearly identifiable as STUDENTS.
9. Students will have completed the following parts of their curriculum before placements occur.
 - Divisional orientation packages.

July 7, 2004

D. Donaldson, Fire Chief

D. McAloney, SPFFA President

DATE: 07/07/04

FOR THE EMPLOYER

Kenneth Matthews

FOR THE ASSOCIATION

[Signature]