

SOURCE	City	
EFF.	88	01/01
TERM.	88	12/31
No. OF EMPLOYEES	200	
NOMBRE D'EMPLOYÉS	li	

A G R E E M E N T

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THE THUNDER BAY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

FROM: JANUARY 1, 1988

TO: DECEMBER 31, 1988

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THIS AGREEMENT made and entered into this                      day of                      , 1988.

BETWEEN :

THE CORPORATION OF THE CITY OF THUNDER BAY  
hereinafter referred to as the "Corporation"  
OF THE FIRST PART

- and -

THE THUNDER BAY PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
hereinafter referred to as the "Association"  
OF THE SECOND PART

Article I - Purpose

1.01        The Parties hereto have agreed to enter into this Collective Agreement for the purpose of defining, determining and providing for remuneration, pensions, benefits and working conditions of the full-time Fire Fighters covered by this Agreement.

Article II - Recognition

2.01        The Corporation recognizes the Thunder Bay Professional Fire Fighters Association, as sole and exclusive bargaining agent for full time Fire Fighters of the Thunder Bay Fire Department as defined in the Fire Department's Act, and as listed in Schedule "A" attached hereto.

Article III - Definitions

3.01        "Full time Fire Fighter" shall mean those employees holding classifications listed in Schedule "A" attached hereto.

"Department Head" shall mean Chief of the Fire Department or any other title which may be designated to that position.

"Deputy Department Head" shall mean the Deputy Chief of the Fire Department or any other title designated to that position.

Article IV - Membershin and Dues Check-Off

- 4.01 All employees of the Thunder Bay Fire Department covered by this Agreement who are now members of the Association shall remain members of the Association in good standing and all new employees shall become members of the Thunder Bay Professional Fire Fighters Association, after the expiration of nine (9) months from the date of their employment.
- 4.02 Upon request, the Corporation agrees to deduct Association Dues from the salaries of each member and transmit same to the Financial Secretary of the Association.

Article V - Discrimination

- 5.01 The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Association or due to their activities or non-activities on behalf of the Association.

Article VI - Management Rights

- 6.01 The Association recognizes and acknowledges that it is the function of the Corporation to:
- (a) maintain order, discipline and efficiency and to establish and enforce rules and regulations and generally to govern the conduct of employees;
  - (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he has been discharged, or disciplined without cause, may be subject of a grievance and dealt with as hereinafter provided;
  - (c) make, enforce and alter, Prom time to time, rules and regulations to be observed by employees;



Article VI - Management Rights Cont'd

- (d) operate and manage the Fire Department in all respects in accordance with its commitments and responsibilities, and without restricting the generality of the foregoing, in the organization of the Department, the equipment to be used, the methods to be employed, the services to be rendered, the number of persons to be employed and all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

Article VII - Grievance Procedure

7.01 The parties to this Agreement are agreed that **it** is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

7.02 No grievance shall be considered where the circumstances giving rise to **it** occurred or originated more than seven (7) full working days before the filing of the grievance.

7.03 Step No. 1

The aggrieved employee shall present his grievance in writing to his Platoon Chief. He shall have the assistance of a representative of the Association **if** he so desires. The Platoon Chief shall give his decision within five (5) working days following the presentation of the grievance to him. **If** the Platoon Chief's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows: (If the grievance directly involves the Platoon Chief, then the grievance will be referred immediately to Step No. 2 of Article VII, Clause 7.03).

Step No. 2

Within five (5) working days after the decision is given at Step No. 1, the aggrieved employee may, with a representative of the Association, present the grievance which shall be reduced in writing to the Deputy Department Head, who shall consider **it** in the presence of the persons

Article VII- Grievance Procedure Cont'd

presenting same, the **immediate** superior; and the Manager - Personnel and Labour Relations or his designate, **if** requested by either of the parties; and render his decision in writing within five (5) working days following the presentation of the grievance to him. **If** a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

Step No. 3

Within five (5) working days after the decision is given under Step No. 2, the aggrieved employee, accompanied by the representative of the Association, shall meet **as** promptly **as** possible with the Department Head; such persons as Management may desire; and the Manager - Personnel and Labour Relations or his designate, **if** requested by either party, to consider the grievance. The Department Head will render his decision in writing within five (5) working days following such meeting. **If** a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

Step No. 4

**If** final settlement of the grievance is not reached at Step No. 3, then the grievance may be referred in writing **by** either party to the Chief Administrative Officer, or his designate.

7.04

**If** final settlement of the grievance is not reached at Step No. 4, and **if** the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Single Arbitrator **as** provided in Article VII below at any time within ten (10) calendar days after the decision is given under Step No. 4, and **if** no such written request for arbitration is received within the time limited, then **it** shall be deemed to have been abandoned.

Article VII - Grievance Procedure Cont'd

- 7.05 Any grievance instituted by Management may be referred in writing to the Recording Secretary of the Association within seven (7) working days of the occurrence of the circumstances giving rise to the grievance and the appropriate Association Committee shall meet within five (5) working days thereof with the Department Head, and/or the Deputy Department Head to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, as outlined in Step No. 4 of the Grievance Procedure.
- 7.06 In calculating working days with respect to grievance procedure, Saturdays, Sundays and recognized holidays shall not be included.
- 7.07 An Association policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, may be lodged by the Chairman of the Grievance Committee in writing with the Deputy Department Head at Step No. 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

Article VIII - Arbitration

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article VII above, and which has not been settled, will be referred to a Single Arbitrator, at the written request of

### Article VIII - Arbitration Cont'd

either of the parties hereto in accordance with the Fire Department's Act.

8.02 Each party to an Arbitration under the Fire Department's Act shall share equally, the cost of the Arbitration proceedings and the cost of the Arbitrator,

The Parties shall each be responsible for the fees and expenses of its own nominee.

### Article IX - Discharge and Disciplinary Cases

9.01 A claim by an employee who has completed the probationary period that he has been discharged or disciplined without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head at Step No. 3 of the grievance procedure in accordance with the Fire Department's Act. Such special grievances may be settled by:

- a) confirming the Management's action; or
- b) reinstating the employee with full compensation for time lost; or
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

### Article X - No Strikes - No Lockouts

10.01 The Parties hereto agree each with the other not to engage in or be party to any strike or lockout during the term of this Agreement and the Association covenants that it will not participate in any sympathetic strike.

Article XI - Wages

- 11.01 Schedule "A" hereto headed Salaries and Classifications is hereby made a part of this Agreement.
- 11.02 Any Fire Fighter acting in the capacity of an Officer covered by this Agreement shall receive the wages of such Officer for the time he acts in that capacity.
- 11.03 Any Officer acting in the capacity of a higher Officer covered by this Agreement shall receive the wages of such Officer for the time he acts in that capacity.
- 11.04 The Mechanic shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) of his hourly rate for any overtime worked relating to his craft.
- 11.05 The classification of 4th Class to 1st Class Fire Fighter may include the position of Mechanic.

Article XII - Hours of Work

- 12.01 Hours of work for personnel of the Thunder Bay Fire Department shall be in accordance with the Fire Department's Act.
- For one (1) platoon in day time ten (10) consecutive hours on duty followed immediately by fourteen (14) consecutive hours off duty and for the other platoon in the night time fourteen (14) consecutive hours on duty followed immediately by ten (10) consecutive hours off duty, and the platoons shall alternate at least every two (2) weeks from night work to day work and vice versa.
- 12.02 The required hours of work for all full-time Fire Fighters assigned to fire fighting duties shall average forty-two (42) hours per week on a two (2) platoon system and tours of duty will consist of four (4) working days or four (4) working nights.

Article XII - Hours of Work Cont'd

12.03 Full-time Fire Fighters assigned to other than fire fighting duties shall work such hours as are determined, but in no case shall such hours of work exceed the average work week of the other full-time Fire Fighters.

12.04 It is understood and agreed, that nothing in the above schedule of hours of work will prevent management from granting the request of any two (2) Fire Fighters to change shifts or days off, provided that such time off does not unreasonably interfere with the efficient operation of the Department.

12.05 Call Backs

Each Fire Fighter who is called back to duty during off duty time shall receive time and one half ( $1\frac{1}{2}$ ) for all time worked and shall be paid a minimum of three (3) hours at time and one half ( $1\frac{1}{2}$ ).

12.06 Overtime

Each Fire Fighter who is required to work beyond his regularly scheduled shift shall be paid time and one-half ( $1\frac{1}{2}$ ) for all time beyond one (1) hour at the change of shifts.

Article XIII - Vacations With Pay

13.01 All employees covered by this Agreement who have completed one (1) year or more of continuous service will be entitled to two (2) tours of duty vacation with **pay**.

13.02 All employees covered by this Agreement who have completed five (5) years or more of continuous service will be entitled to three (3) tours of duty vacation with pay.

Article XIII - Vacations With Pay Cont'd

- 13.03 All employees covered by this Agreement who have completed ten (10) years or more of continuous service will be entitled to four (4) tours of duty vacation with pay.
- 13.04 All employees covered by this agreement who have completed sixteen (16) years or more of continuous service will be entitled to five (5) tours of duty vacation with pay.
- 13.05 All employees covered by this Agreement who have completed twenty-five (25) years or more of continuous service will be entitled to six (6) tours of duty vacation with pay.
- 13.06 All employees covered by this Agreement on termination of employment with less than one (1) year of service will be entitled to vacation with pay in accordance with the provisions of the Employment Standards Act. Vacations with pay for employees with one (1) or more years of continuous service will be pro-rated.

Article XIV - Statutory Holidays

- 14.01 Each employee assigned to fire fighting duties will receive twelve (12) shifts off duty with pay in lieu of statutory holidays, to be taken in three (3) blocks of four (4) shifts.
- 14.02 Employees who are required to work on any of the Statutory Holidays listed below will receive their regular rate of pay for the day plus each employee will receive three (3) floating shifts off duty with pay to be taken at a time agreeable between the employee and the Fire Chief.

Statutory Holidays will include:

- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Canada Day      |
| Christmas Day    | Labour Day      |
| Civic Holiday    | Good Friday     |
| Thanksgiving Day | Boxing Day      |
| Easter Sunday    | Remembrance Day |
| Victoria Day     | Easter Monday   |

Article XIV - Statutory Holidays Cont'd

- 14.03 Where an employee's service commences or is terminated during the year, the employee shall only be entitled, under Clause 14.01, to the days which have occurred within the period of employment for that year.

Article XV - Promotion and Seniority

- 15.01 Seniority, as referred to in this Agreement, shall mean, unless otherwise specified, length of continuous service in the employ of the Fire Department.
- 15.02 An employee will be considered on probation for the first year and will have no seniority rights during that period. After one (1) year's service, his seniority shall date back to the day on which his employment began. The dismissal of a probationary employee shall not be the subject of a grievance for the first nine (9) months of his employment.
- 15.03 Seniority lists will be updated each twelve (12) months; a copy of the list will be posted in each station and a copy given to the Association.
- 15.04 All permanent vacancies in new classifications and in existing classifications shall be posted in the Department for a period of one (1) week. Vacancies shall be filled in accordance with the Department's Promotional Policy. In the filling of the vacancies, the Corporation shall not be limited to selecting employees who have made application, but the Corporation shall be subject to the same limitations as set forth in Article XV, Clause 15.05 relating to cases of promotion. Nothing herein shall prevent the Corporation from hiring persons from outside the bargaining unit when no qualified employee applies.
- 15.05 In all cases of promotion, except promotions to positions excluded from the bargaining unit, the following factors shall be considered:
- a) skill, competence, efficiency, training, experience and general work record with the Fire Department;



Article XV - Promotion and Seniority Cont'd

- b) medical fitness;
- c) seniority.

When in the judgement of Management, factors (a) and (b) are relatively equal, seniority by rank shall govern. In making its decision Management will consider the recommendation of the Promotional Board.

When determining medical fitness in all cases of promotion except promotions to positions excluded from the bargaining unit, medical fitness will mean the employee is medically fit to perform the normal functions of the position, it being recognized that some employees may have certain slight defects but, are otherwise medically fit to perform any job within the bargaining unit.

15.06 Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to authorized sick leave or due to an accident;
- (b) when off the payroll due to authorized personal leave of absence, such personal leave may include military service;
- (c) when absent on vacation or on statutory holidays;
- (d) when actually at work for the Corporation.

15.07 Seniority shall terminate and an employee shall cease to be employed by the Corporation when he:

- (a) voluntarily quits his employment with the Corporation;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twenty-four (24) months while on an LTD Plan, or has depleted a sick leave bank in cases where the employee elects not to receive LTD benefits upon eligibility of same.

Article XV - Promotion and Seniority    Cont'd

NOTE: Upon becoming eligible for LTD benefits, an employee must select either: 1) LTD benefits, or, 2) continued use of sick leave credits. On the basis of this selection, the above time limits will apply.

- (d) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Corporation is given; and
- (e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing.

- 15.08 In the event that any employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, but still within the Thunder Bay Fire Department, and is later placed in a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.
- 15.09 It shall be the duty of each employee to notify the Corporation promptly of any change in address and phone number. If an employee fails to do this, the Corporation will not be responsible for failure of a notice to reach such employee.
- 15.10 The seniority of members joining the Department on the same day shall be determined by the Management of the Fire Department based on the marks received on the member's overall probationary assessment with the member with the highest assessment first; the lowest assessment last. The seniority list will be amended accordingly and forwarded to the Recording Secretary of the Association at completion of probationary period.

Article XVI - Lay-off Procedure

- 16.01 Should a lay-off or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in

Article XVI - Lay-off Procedure Cont'd

which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off, in the case of employees below an officer rank, and it will result in the last employee to be promoted to an officer rank, being the first to be demoted. In the event of a recall, employees shall be recalled in the reverse order of their respective seniority. Officers shall be restored to their respective former officer ranks in the reverse order of their demotion from those ranks, when organizational needs so dictate.

- 16.02 An employee will be deemed to have resigned if, after layoff, he fails to acknowledge his availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday, and recognized holidays) and further, if he fails to report for work within ten (10) working days after notice of recall is issued.

Article XVII - Safety Equipment

- 17.01 (a) The Corporation shall observe all reasonable precautions for the safety of its employees and will supply such safety equipment as it deems necessary. It is understood and agreed that such safety equipment will be up-dated where possible by purchase or modification.

- (b) All employees shall use the safety equipment provided and will cooperate with the Corporation in the prevention of accidents.

- 17.02 Full-time Fire Fighters will be required to wear CSA approved safety footwear with safety toe and puncture resistant sole at all times while on duty and the Corporation agrees to reimburse employees purchasing same in an amount up to a maximum of fifty dollars (\$50.00) to be replaced on an as required basis.

Article XVIII - Leaves of Absence

- 18.01 The Corporation will grant leave of absence without pay **if** an employee requests **it** in writing from the Management and **if** the leave is for good reason and does not unreasonably interfere with the efficient operation of the Department.
- 18.02 The Corporation will grant leave of absence with pay to not more than two (2) full-time employees to attend the Annual Convention of the Ontario Professional Fire Fighters Association provided that in the opinion of Management such leave does not unreasonably interfere with the efficient operation of the Department.
- 18.03 **It** is agreed that the President and Recording Secretary of the Thunder Bay Fire Fighters Association shall, at the discretion of Management, be allowed time off from duty **if** required, to attend regular monthly or special meetings of the Association on the understanding that such time off will not be subject to the acting pay provisions as set forth in Article XI of the Collective Agreement.

Article XIX - Medical, Hospital, Dental and Group Life Insurance Plans

- 19.01 The Corporation agrees to contribute to 100% of the billed premiums covering the benefits under the Ontario Health Insurance Plan, Semi-Private ward accommodation for all employees on the payroll with two (2) continuous months of service who are eligible to enroll under the regulations of the aforesaid plans.
- 19.02 The Corporation agrees to contribute to 100% of the billed premiums covering Group Life Insurance, Blue Cross Extended Health Care Plan (effective on the first day of the second month following signing of the collective agreement Blue Cross Extended Health Care Plan on the basis of \$25.00 - \$50.00 deductible), or its equivalent, and the Blue Cross Dental Plan Number 9 or its equivalent at the previous year's O.D.A. Schedule of Fees each year, e.g. 1987 O.D.A. Schedule in 1988.

Article XIX - Medical, Hospital, Dental and Group Life Insurance Plans Cont'd

Effective on the first day of the second month following signing of the Collective Agreement, Blue Cross Extended Health Care Plan -- a provision for reimbursement for Chiropractic Care - fifteen dollars (\$15.00) per visit -- maximum of twenty (20) visits per year, per person (employee, spouse, and dependent children).

- 19.03 In lieu of the unemployment insurance premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premiums for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs, and contact lenses) up to a total amount of one hundred dollars (\$100.00) per person (employee, spouse, and dependent children) when provided on the written prescription of a medical doctor or optometrist, but not the cost of eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. ~~New~~ employees will be eligible following six (6) calendar months of employment.
- 19.04 The Corporation will provide without cost to retirees the benefits of Clause 19.01 and 19.02 from retirement after December 31, 1983, and Clause 19.03 from retirement after December 31, 1985, to the age at which O.H.I.P. and prescription drugs are provided under provincial legislation. No retiree benefits as per Clauses 19.01, 19.02, 19.03 will be paid where similar benefits are provided by a subsequent employer. Widows' and survivors' benefits will be provided as provided for in the Corporation's Policy AH-08-05 amended 1988.
- 19.05 All employees, as a condition of employment, shall participate in the above plans and will be subject to the following conditions:
- (a) The provisions of these plans shall not apply to an employee when he resigns, is laid off, discharged or is on an extended leave of absence.

Article XX - Sick Leave Plan

- 20.01 Regular employees, on being incapacitated for work through illness to the extent that the employee is unable to perform his normal duties and not receiving benefits under the Workers' Compensation Act shall during the term of this Agreement receive full pay during such illness subject to the limitations and provisions as hereinafter provided.
- 20.02 Each regular employee shall receive a gross sick pay credit of one and one-half ( $1\frac{1}{2}$ ) days for each full calendar month worked by him with the Corporation, such credit to be cumulative and effective from January 1, 1975. Credits should be cumulative as from the beginning of the first complete month after the commencement of duties. At the end of each month there shall be deducted from the cumulative sick pay credits of each employee the actual number of working days during the preceding month with respect to which he received full pay while absent from duty due to illness.
- 20.03 As soon as convenient after the first day of January in each year, the Personnel Department or such other person who is in charge of the record of sick leave credit accounts, shall give or cause to be given, a statement of account to each employee entitled to sick leave credits, which statement shall show the balance at the credit of such employee at the commencement of the preceding year, the number of days absence charged to his account and the number of days credited thereto during such year, and the balance remaining at his credit at the end of such year. Any objection by any employee to such statement must be filed in writing with the Personnel Department within thirty (30) calendar days after delivery of the statement in person or by mailing, otherwise the employee shall be deemed to have confirmed the accuracy thereof. Each employee shall have the right to examine his own sick leave credit account in each year during the month of January.
- 20.04 An employee who is off on sick leave immediately prior to retirement at age 60 shall provide the Fire Chief with a letter from the employee's physician indicating whether or not he will return to his duties prior to retirement.

Article XX - Sick Leave Plan Cont'd

- 20.05 Any amount of sick leave in excess of the number of days accrued in any year by an employee entitled to sick leave credits shall be deducted from his previously accumulated sick leave credits. No deduction shall be made from the salary of any member of the Fire Department in respect of an absence, which may be charged against his sick leave credits unless and until the duration of such absence exceeds such credit and then only in respect of such excess.
- 20.06 An employee unable to report for duty due to illness or injury shall notify or cause to be notified, the Deputy Department Head, or Platoon Chief in charge of the shift, prior to the commencement of his tour of duty.
- 20.07 An employee's reinstatement after sick leave will be conditional on his supplying, when requested by the Department Head, a letter from a medical doctor outlining the nature of the illness or injury and the employee's capability of performing his full duties.
- 20.08 Any employee absent from duty due to injuries sustained while on duty and covered by the Workers' Compensation Act, shall not have such absence deducted from his leave credits.
- 20.09 After ten (10) years or more of continuous service with the Corporation, an employee, or his estate, shall be eligible for fifty percent of any unused sick pay credits or one-half year's salary, whichever is less, payable on termination, death, or retirement.
- 20.10 Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

Article XXI - Condition of Employment

- 21.01 It shall be a condition of employment of every employee during the whole of his employment that he shall be a bonafide resident of the Telephone Exchange Area. "Telephone Exchange Area" shall mean the area served by the Thunder Bay Telephone System.
- 21.02 It is agreed that employees covered by this Agreement will be required to have medical examinations at the discretion of Management, but the results of such examinations will not result in an employee's loss of employment in the Fire Department. It is further agreed that this provision will not become effective until such time as the mechanics affecting the application of same have been worked out between the parties.

Article XXII - Beds

- 22.01 The Corporation agrees to permit the Association to provide beds and bedding, at each Fire Station, for use of employees on night shift. The Association will be responsible for all costs involved including the cost of laundry and under no circumstances will the Corporation assume any portion of such costs, either directly or indirectly. The use of beds shall be subject to the rules and regulations laid down by Management from time to time, which rules and regulations shall be kept posted on the Bulletin Boards.

Article XXIII - Extra Duty

- 23.01 Members of the Fire Department may volunteer for extra duty while normally off duty subject to the approval of Management.

Article XXIV - Goodwill

- 24.01 The Corporation undertakes to have Management meet with Committees of the Association, including joint consultation, for the purpose of discussing matters of interest to the Department and its employees, with the proviso that a written request is submitted by the Association.



### Article XXV - Recreational Equipment

25.01 The employees may continue to use any recreational equipment now on hand and in use in the Fire Stations and may install television sets therein at their own expense. The employees may, with the approval of the Department Head, install further recreational equipment in such Stations at their own expense.

### Article XXVI - References

26.01 Any employee who has been in the employ of the Corporation for six (6) months or more shall be entitled to a reference when leaving the service, provided that fourteen (14) days notice has been given as to his intention of leaving the Corporation. All references shall be written on the stationary bearing the official Crest of the Corporation, and signed by the Department Head or his authorized representatives.

### Article, XXVII - Relief

27.01 In the event that employees of the Fire Department shall be engaged in fighting a fire at the expiration of their regular shift, it shall be the duty of the Officer in charge to arrange for such employees to be relieved as quickly as possible by employees of the next shift.

### Article XXVIII - Bereavement Leave

28.01 A Bereavement Leave of up to three (3) days with pay will be allowed in the event of a death of an employees Spouse, Father, Mother, Child, Brother, Sister, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Sister-In-Law, Brother-In-Law, Grandparent and Grandchildren, provided management has been notified. The provisions of this Article shall not apply where a member is already off duty on regular days off, vacation, lieu days, or Statutory Holidays.

28.02 Up to an additional two (2) days leave with pay will be allowed by

Article XXVIII - Bereavement Leave Cont'd

Management as travelling time where the burial takes place outside the District of Thunder Bay provided such leave does not unreasonably interfere with the efficient operation of the Department,

- 28.03 An employee requiring time off to attend the funeral of a close friend or of a relative not covered in Clause 28.01, may be entitled to one-half (+) day bereavement leave with pay to attend the funeral, provided he notifies Management.

Article XXIX - Uniforms

- 29.01 The Corporation will supply to all full-time fire Fighters covered by this Agreement the following articles of clothing:

- (a) Fire fighting equipment and protective fire fighting clothing - to be replaced only as required with the proviso that the former issue is returned and that the new issue continues to remain the property of the Corporation.

1. One (1) fire helmet conforming to Ontario Regulation 125-83
2. One (1) full length fire fighter's duty coat
3. One (1) pair of duty pants where applicable
4. One (1) pair of woolen mitts and one (1) pair of outer mitts
5. One (1) hose key belt
6. One (1) combination hose key
7. One (1) pair of knee length or hip length boots.

- (b) Fatigue Clothing - to be issued every two (2) years:

1. One (1) fatigue uniform consisting of a jacket and four (4) pair of trousers (two (2) lightweight and two (2) heavyweight as may be preferred by employees)
2. Four (4) fatigue shirts (two (2) lightweight and two (2) heavyweight as may be preferred by employees).
3. Fatigue clothing to be replaced or repaired if damaged on duty.

Article XXIX - Uniforms Cont'd

The fatigue clothing style and material (fire retardant) shall be as agreed to between the Association and the Department Head.

- (c) Dress clothing, which will only be worn on special occasions as approved by the Department Head, will be issued to an employee who has completed the probationary period and thereafter issued as worn out or destroyed, as follows:

One 1) tunic  
 One 1) pair trousers  
 One 1) dress shirt  
 One 1) summer uniform cap  
 One 1) tie  
 One 1) pair of white dress gloves to be issued at  
 time of hiring

- (d) Fire Prevention Officers and Fire Inspectors - to be issued every two (2) years or as specified.

1. One (1) work uniform consisting of an Eisenhower jacket and four (4) pairs of trousers.
2. Four (4) work shirts and two (2) ties.
3. Hats - summer and winter every two (2) years alternating.
4. One (1) pea jacket every three (3) years.
5. One (1) burberry every five (5) years.
6. One (1) pair winter gloves annually.

It is understood and agreed that the latest issue of fatigue and dress clothing supplied by the Corporation shall become the property of the employee.

- 29.02 The Corporation will pay for the drycleaning of any uniform or clothing of any Fire Fighter soiled in the course of duty. Employees will be issued one (1) book of twelve (12) vouchers annually to cover the drycleaning of any three (3) pieces of clothing.

For 1988, the vouchers will be pro-rated to reflect the number of months remaining after signing of the collective agreement.

Article XXX - Service Pay

30.01 Service Pay shall be paid to all employees covered by this Agreement with a minimum of five (5) years of continuous service on the basis of sixty (\$60.00) dollars per annum after five (5) years of continuous service to be increased in increments of sixty (\$60.00) dollars per annum for each additional five (5) years of continuous service thereafter until retirement.

Service Pay will be **pro-rated** for each employee affected by a change year and shall be paid once a year before Christmas in the month of December.

Article XXXI - Training Courses

31.01 All members of the Fire Department shall be required to attend any course designated by the Management of the Fire Department in accordance with the Department's promotional policy.

31.02 Any member of the Department authorized to attend Training Courses at the Ontario Fire College shall be provided with sixty dollars (\$60.00) per week **out-of-pocket expenses**.

Article XXXII - Workers' Compensation

32.01 The Corporation **will pay** through Payroll to employees qualified to receive Workers' Compensation benefits (**WCB**), one hundred percent (100%) of regular wages, one and one-half (**1½**) vested sick leave credits will be used per **bi-weekly** pay period, for the first **twenty-four (24)** months of claim.

32.02 After **twenty-four (24)** months, Workers' Compensation Benefits **will** be paid direct from Workers' Compensation Board offices. Any other arrangement regarding the status of the employee and the payment of vested sick leave credits will be reached between the Corporation, the Employee and the Association. Each case based on its own merits.

Article XXXII - Workers' Compensation Cont'd

- 32.03 Should a WCB claim be denied, the employee may revert to sick leave coverage as per Article XX and all WCB advances will be charged to that Employees account.
- 32.04 The Corporation will provide benefits as outlined in Article XIX and Article XXXIII of the Collective Agreement for those Fire Fighters receiving Workers' Compensation benefits and not gainfully employed for a period of twenty-four (24) months.

Article XXXIII - Pension Plan

- 33.01 The Corporation agrees to provide the basic OMERS Pension Plan with a NRA (Normal Retirement Age) of sixty (60) years of age.
- 33.02 The Corporation agrees to provide a Supplementary Pension, Type I, payable in full, with a Normal Retirement Age of sixty (60) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two percent (2%) of the employee's highest average sixty (60) consecutive months' earnings multiplied by his years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.
- 33.03 If Fire Fighters qualify for OMERS optional service and opt to buy back this previous service, the full premium cost of such buy back will be borne by the Fire Fighter.

Article XXXIV- Rules and Regulations

- 34.01 All Fire Fighters and Probationers shall be governed by the Rules and Regulations of the Department as established and published by the Corporation from time to time, with prior notice and discussion with the

Article XXXIV- Rules and Regulations Cont'd

Association; and where such Rules and Regulations are in conflict with the provisions of this Agreement, the provisions of this Agreement shall apply.

Article XXXV - Protection

- 35.01 a) The Corporation shall pay any and all damages or costs awarded against the Fire Fighter in any civil, criminal, or quasi-criminal proceedings brought against such Fire Fighter, and which civil, criminal, or quasi-criminal proceedings arose as a result of such employee being an employee of the Corporation, while in the execution of his duty, and shall pay all legal expenses and costs incurred and not recovered by such Fire Fighter in any such proceeding, and any such sum required in connection with the settlement of any claim that has given rise to such proceedings, save and except where such claim has arisen out of the dishonest, fraudulent or malicious act of the Fire Fighter or his willful, reckless violation of any law.
- b) The Corporation shall not be liable to make any payment under Clause A unless:
- i) The Fire Fighter has promptly given written notice of such claim to the Corporation.
  - ii) The Corporation has had an opportunity to take carriage of such proceeding.
  - iii) Where the claim is of a nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of the Fire Fighter which would prejudice the Corporation's right of recovery under such policy.
  - iv) In the case of a settlement of such claim, the Corporation has agreed to such settlement.

Article XXXVI - Technological Change

- 36.01 At least ninety (90) days prior to the introduction or implementation of technological change or new methods of operation which will result in the displacement or lay-off of any employee, the Corporation shall provide written notice, furnish the Association with full information of the planned change or methods and their effect on the employees. As soon as reasonably practicable, following such notice and before implementing the changes, the Corporation will meet with the Association representative to discuss the implications of the proposed changes.
- 36.02 If agreement has not been reached within 15 days after the meeting between the Corporation and representatives of the Association of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Single Arbitrator which shall be constituted in the manner provided for by Section 7 Subsection # 5 of the Fire Departments Act, R.S.O. 1980, as amended. The time limits provided in Section 7 shall apply. The Single Arbitrator shall have full remedial powers to deal with any unresolved issue.
- 36.03 No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Single Arbitrator has issued its award.

Article XXXVII - Work Customarily Performed By Employees

- 37.01 Work customarily performed by employees covered by this Agreement shall not be regularly performed by another employee of the Corporation, or by a person who is not an employee of the Corporation, except as may be agreed upon by the parties.

Article XXXVIII - Court Time

- 38.01 A full-time Fire Fighter who attends any court, inquest or tribunal, including any hearing or inquiry conducted by or at the request of the



Article XXXVIII - Court Time Cont'd

Fire Marshall, during off-duty hours, arising as a result of his duties as a member of the Thunder Bay Fire Department, shall be allowed four (4) hours pay for each attendance before and after the noon recess. Witness fees for such attendances paid or payable to a Fire Fighter shall be accounted for and paid to the Corporation.

Article XXXIX - Retirement

39.01 The Corporation and the Association agree that all full-time Fire Fighters will retire on the first day of the month following the month in which they reach sixty (60) years of age.

Article XXXX - Termination

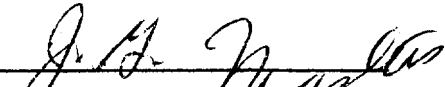
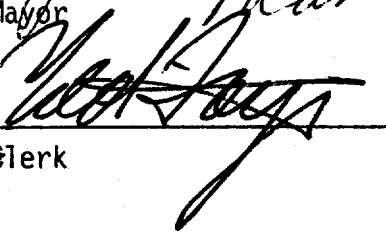
40.01 Except as otherwise stated herein, this Agreement shall be deemed to have come in force on the 1st day of January, 1988, and shall remain in force until the 31st day of December, 1988, and thereafter it shall be automatically renewed each year only without change, unless either Party gives notice in writing to the other Party of its desire to revise or amend this Agreement. Such notice not to be given earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date. The Parties shall submit to each other within forty-five (45) days following the date of notice, drafts of their proposed changes or amendments to the Agreement and negotiations between the parties shall begin within fifteen (15) days following the exchange of drafts. If pursuant to such negotiations, an agreement on the revision or amendment is not reached prior to the current expiration date, this Agreement shall remain in full force and effect after such expiration date. The time limits fixed in this termination procedure may be extended by consent of the Parties to this Agreement in writing.


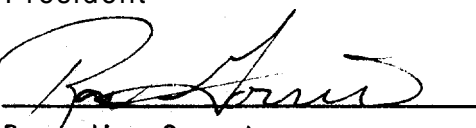


IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper Officers to affix their signatures the day and year above written.

THE CORPORATION OF THE  
CITY OF THUNDER BAY

THUNDER BAY PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
**DEPUTY** Clerk

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Recording Secretary

SCHEDULE "A"  
SALARIES AND CLASSIFICATIONS

<u>CLASSIFICATION</u>		<u>JAN. 1, 1988</u>	<u>JULY 3, 1988</u>
Assistant Deputy Chief (140% of 1st Class)	Annual	\$54,833.16	\$56,478.16
	Bi-Weekly ( 26)	2,108.97	2,172.24
	Daily ( 260)	210.90	217.22
	Hourly (2080)	26.3621	27.1530
Platoon Chief (133% of 1st Class)	Annual	\$52,091.50	\$53,654.25
	Bi-Weekly ( 26)	2,003.52	2,063.63
	Daily ( 182)	286.22	294.80
	Hourly (2184)	23.8515	24.5670
District Chief Fire Fighter (128% of 1st Class)	Annual	\$50,133.17	\$51,637.17
	Bi-Weekly ( 26)	1,928.20	1,986.05
	Daily ( 182)	275.46	283.72
	Hourly (2184)	22.9548	23.6434
Chief Training Officer Chief Mechanic Chief Fire Prevention Officer (128% of 1st Class)	Annual	\$50,133.17	\$51,637.17
	Bi-Weekly ( 26)	1,928.20	1,986.05
	Daily ( 260)	192.82	198.60
	Hourly (2080)	24.1025	24.8256
Captain Fire Fighter (115% of 1st Class)	Annual	\$45,041.52	\$46,392.77
	Bi-Weekly ( 26)	1,732.37	1,784.34
	Daily ( 182)	247.48	254.91
	Hourly (2184)	20.6234	21.2422
Captain Fire Inspector (115% of 1st Class)	Annual	\$45,041.52	\$46,392.77
	Bi-Weekly ( 26)	1,732.37	1,784.34
	Daily ( 260)	173.24	178.43
	Hourly (2080)	21.6546	22.3043
Maintenance Technician (SCBA) (105% of 1st Class)	Annual	\$41,124.87	\$42,358.62
	Bi-Weekly ( 26)	1,581.73	1,629.18
	Daily ( 182)	225.96	232.74
	Hourly (2184)	18.8301	19.3950
Fire Fighter 1st Class	Annual	\$39,166.54	\$40,341.54
	Bi-Weekly ( 26)	1,506.41	1,551.60
	Daily ( 182)	215.20	221.66
	Hourly (2184)	17.9334	18.4714
Fire Inspector 1st Class	Annual	\$39,166.54	\$40,341.54
	Bi-Weekly ( 26)	1,506.41	1,551.60
	Daily ( 260)	150.64	155.16
	Hourly (2080)	18.8301	19.3950

SCHEDULE "A"SALARIES AND CLASSIFICATIONS

<u>CLASSIFICATION</u>		<u>JAN. 1, 1988</u>	<u>JULY 3, 1988</u>
Fire Fighter 2nd Class (89% of 1st Class)	Annual	\$34,858.22	\$35,903.97
	Bi-Weekly ( 26)	1,340.70	1,380.92
	Daily ( 182)	191.53	197.27
	Hourly (2184)	15.9608	16.4395
Fire Inspector 2nd Class (89% of 1st Class)	Annual	\$34,858.22	\$35,903.97
	Bi-Weekly ( 26)	1,340.70	1380.92
	Daily ( 260)	134.07	138.09
	Hourly (2080)	16.7588	17.2616
Fire Fighter 3rd Class (78% of 1st Class)	Annual	\$30,549.90	\$31,466.40
	Bi-Weekly ( 26)	1,175.00	1,210.25
	Daily ( 182)	167.86	172.89
	Hourly (2184)	13.9881	14.4077
Fire Inspector 3rd Class (78% of 1st Class)	Annual	\$30,549.90	\$31,466.40
	Bi-Weekly ( 26)	1,175.00	1,210.25
	Daily ( 260)	117.50	121.02
	Hourly (2080)	14.6875	15.1281
Fire Fighter 4th Class (2nd Six Months) (67% of 1st Class)	Annual	\$26,241.58	\$27,028.83
	Bi-Weekly ( 26)	1,009.29	1,039.57
	Daily ( 182)	144.18	148.51
	Hourly (2184)	12.0154	12.3759
Fire Fighter 4th Class (1st Six Months) (60% of 1st Class)	Annual	\$23,499.92	24,204.92
	Bi-Weekly ( 26)	903.84	930.96
	Daily ( 182)	129.12	132.99
	Hourly (2184)	10.7601	11.0829
Fire Inspector 4th Class (2nd Six Months) (67% of 1st Class)	Annual	\$26,241.58	\$27,028.83
	Bi-Weekly ( 26)	1,009.29	1,039.57
	Daily ( 260)	100.93	103.96
	Hourly (2080)	12.6162	12.9947
Fire Inspector 4th Class (1st Six Months) (60% of 1st Class)	Annual	\$23,499.92	\$24,204.92
	Bi-Weekly ( 26)	903.84	930.96
	Daily ( 260)	90.38	93.10
	Hourly (2080)	11.2981	11.6370

