
COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF SUDBURY

and

SUDBURY PROFESSIONAL FIRE FIGHTERS

ASSOCIATION

IAFF LOCAL 527

July 1, 1998 - June 30, 2001

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

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

THIS AGREEMENT made and entered into this 1st day of July, 1998.

B E T W E E N :

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

- AND -

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

ARTICLE 1 - SCOPE

- 1:01 This Agreement shall apply to all full time firefighters of the Corporation as defined in the Fire Protection and Prevention Act and to all other full time employees of the Fire Department of the Corporation except the Fire Chief, the 3 Assistant Fire Chiefs, and the Secretary to the Fire Chief.
- 1:02 When the context so requires or permits the singular number shall read as if the plural were expressed and the masculine gender as if the feminine, as the case may be, were expressed.
- 1:03 Work customarily performed by the employees within the Scope of this Agreement and members of the Sudbury Fire Department Volunteer Brigade, shall not be performed by other employees except for the purpose of instruction, experimentation, during an emergency and other cases that may be mutually agreed upon by the parties.

ARTICLE 2 - ASSOCIATION RECOGNITION

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

ARTICLE 3 - ASSOCIATION SECURITY

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

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

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

3:03 **Succession Rights**

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

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

ARTICLE 4 - CORPORATION RIGHTS

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

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

(3) To demote, suspend, discipline or discharge employees for just and reasonable cause:

(4) Generally to manage the enterprises in which the Corporation is engaged, and without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used, and the number of persons to be employed.

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

ARTICLE 5 - DISCIPLINE

5:01 Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of 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 by either the Corporation or the Association against any employee because of the employee's membership, non-membership, activities or non-activities in the Association or because of the employee's race, creed, colour, religion, place of origin, political affiliations, age, sex, marital, or parental status, nationality, ancestry or place of residence.

6:02 Harassment Policy

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

ARTICLE 7 - SENIORITY

7:01 Promotions

(1) Upon meeting the standard of efficiency required for the position in question, and having a satisfactory disciplinary record, seniority shall be the basis for

promotion. After the completion of the trial period, seniority shall be effective from the original date of employment.

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

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

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

7:02 (1) Seniority rights shall cease, and employment will be terminated for any of the following reasons:

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

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

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

- 7:03 The Corporation shall provide the Association with the following advice relating to employees within the bargaining unit:
- (a) A list of employees ranked by Seniority showing their names, addresses and classifications in January of each year; a second list will be provided to the Association upon request.
 - (b) Copies of job postings, job awards, promotions, and demotions.
 - (c) Information as to hirings, discharges, suspensions, written warnings, resignations, retirements and deaths;
 - (d) Information relating to fringe benefit programs including pensions and benefit plans as described in Articles 14 and 18 may be supplied by the Human Resources Division upon individual request.
- 7:04 Protests in regard to seniority standing must be submitted in writing to the Chief of the Fire Department within thirty (30) days of receipt of the Seniority List. Protests will be handled as grievances.
- 7:05 In the event of a reduction in the work force through lay-off, lay-off shall commence with the employee with the least seniority. In the event of recall the most senior person laid off shall be the first recalled. If the lay-off affects promotion the last person promoted will be the first demoted. If subsequent recall requires reinstatement of officers, the most senior officer demoted shall be the first to be re-promoted.
- 7:06 (1) In filling job vacancies and promotions notices shall be posted for twenty-one (21) calendar days at the appropriate locations including all bulletin boards. The Corporation shall award the jobs within seven (7) calendar days of the closing date of the posting. Time limits as set out in this article may be extended by mutual agreement of the Parties concerned.
- (2) The Fire Chief shall give written notice to the Association of a decision to postpone or not to fill a vacancy within seven (7) calendar days of the vacancy.

ARTICLE 8 - CLASSIFICATIONS, WAGE RATES AND SERVICE PAY

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

Schedule "A"	Firefighter Pay Plan
Schedule "B"	Fire Inspectors Schedule 2000
Schedule "C"	Fire Inspectors Schedule 2001
Schedule "D"	Memorandum of Agreement - Restructuring
Schedule "E"	Mechanical Agreement
Schedule "F"	Sick Leave By-law
Schedule "G"	Harassment-Free Workplace Policy
Schedule "H"	Letter of Understanding- Student Placements
Schedule "I"	Letter of Commitment- Vacation Scheduling

(b) Firefighters - Bi-Weekly Formula

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

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

Example: First Class Firefighter April 1, 1998

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

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

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

(2) All firefighters within the Scope of this Agreement shall receive the following service pay:

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

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

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

Such time off shall be taken at straight time; however, the employee involved may elect not to take the time off in which case the employee will be reimbursed for the excess hours at a rate of time and one-half (1½) his/her regular rate of pay.

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

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

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

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

(3) Referenceto lieutime in paragraph1 and minimumcall outtime 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 Corporation agrees to allow each member of the Bargaining Unit to change shifts with other employees of equal rank. Both parties agree that shift changes will not be allowed for the purpose of engaging in work outside the service of the Corporation. Shift changes shall be approved by the Captain of the Platoon. The Fire Chief or designatemay disallow a shift change for a just and reasonable cause. Both parties agree that no shift change will result in any employee working in excess of 24 hour shifts in the Fire Fighting Division. The maximum number of shifts an employee may have owing to him/her is eight.

8:08 (a) **Relieving Outside Bargaining Unit**

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

(b) **Relieving Within Bargaining Unit**

When a firefighter or officer of the Department relieves 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 Corporation in writing of the names of such Committee members and any changes from time to time.

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

9:03 STAGE 1

The aggrieved employee(s) may within twenty-one (21) calendar days after an occurrence, or in the case of disciplinary action within twenty-one (21) 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 Corporation will be represented at this stage of the grievance procedure by the Fire Chief and the Director of Human Resources. Grievances that are not settled within seven (7) calendar days of the meeting may be referred to Stage 2, provided that not more than seven (7) calendar days have elapsed since the meeting at Stage 1.

9:04 STAGE 2

The aggrieved employee(s) shall reconsider the grievance and the Fire Chief's response at Stage 1 and decide within five (5) calendar days whether to proceed with the grievance. If the aggrieved employee(s) wishes to proceed, the Assistant City Manager of Emergency and Corporate Services, the Fire Chief, and the Director of Human Resources will meet with the aggrieved employee(s) accompanied by representatives of the Grievance Committee within seven (7) calendar days of notification by the aggrieved employee(s). Failing settlement at this stage, Stage 3 of the grievance procedure may be invoked provided that no more than seven (7) calendar days have elapsed since the hearing at Stage 2.

9:05 STAGE 3

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

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

9:06 Time Extension

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

9:07 Representative of Affiliated Body

The Corporation 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 Corporation agrees, when requested by the Association, information pertinent to the grievance will be supplied to the Association.

9:09 Attendance During Working Hours

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

ARTICLE 10 - GENERAL GRIEVANCE

10:01 Any difference arising directly between the Corporation and the Association concerning the interpretation, violation, or provision of the terms of this Agreement may be submitted by either party to the other at Stage 1 of the Grievance Procedure, provided that not more than thirty (30) calendar days have elapsed since the occurrence of the grievance, or in the case of disciplinary action, thirty (30) calendar days after same has been brought to the attention of the employee concerned.

ARTICLE 11 • EMPLOYEE CLASSIFICATION

- 11:01 A Probationary Employee is an employee who serves up to a maximum probationary period of twelve (12) months with the Fire Department prior to being recommended as a Permanent Employee.
- 11:02 A Permanent Employee is one who has completed a twelve (12) month probationary period in the service of the Fire Department.

ARTICLE 12 - ASSOCIATION MEETING

12:01 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 Department.

ARTICLE 13 - SICK LEAVE OF ABSENCE

- 13:01 (1) Subject to the provisions of this Article (13:01) hereinafter set out, all employees covered by this Agreement shall be entitled to and shall be subject to all conditions as set out in the Sick Leave By-law, 73-17 of the Corporation of the City of Sudbury and any amendments thereto to date. It is agreed and understood that the Sick Leave By-law of the Corporation will not be amended during the life of this Agreement so as to adversely affect the employees covered by this Agreement.
- (2) Notwithstanding anything to the contrary contained in the Sick Leave By-law 73-17, an employee covered by this Agreement who is sick and unable to report for work shall report the sickness to the Fire Department at least two (2) hours before the beginning of the employee's shift.
- (3) In the event that an employee has been continuously disabled for a period of six (6) months and continues to be disabled so as to be unable to carry out the employee's regular duties, the Corporation, at the request of the employee, shall stop sick leave payment and the employee shall be placed on a leave of absence without pay for a maximum period of twenty-four (24) months. During said leave of absence, the Employee shall not suffer a loss of seniority. However, the employee will suffer a loss of annual vacations (Article 15), statutory holiday pay (Article 15), service pay (Article 8), and sick leave benefits (Article 13).

13:02 Sick Leave of Absence

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

It is agreed and understood that:

- (a) This system of continuing full pay applies only to those firefighters who possess accumulated sick leave credits.
- (b) The injured firefighter will sign the appropriate form(s) required to authorize the Workplace Safety Insurance Board (W.S.I.B.) to forward any benefit payments directly to the Corporation.
- (c) While the injured firefighter remains so disabled, the firefighter's full pay will continue from the Corporation.
- (d) While receiving full pay from the Corporation, the firefighter will have reduced from the firefighter's accumulated sick leave credits one and one-quarter (1¼) days for each week for which the firefighter receives full pay from the Corporation. In the case of a period of less than one (1) week, sick leave deductions will be prorated.

ARTICLE 14 - BENEFIT PLANS

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

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

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

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

(Freeze at January 1, 1999 O.D.A. Fee Schedule);

- (c) Group Life Insurance Plan;

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

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

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

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

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

14:03 For Those Employees who:

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

OR

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

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

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

(Freeze at January 1, 1999 O.D.A. Fee Schedule);

(c) Group Life Insurance Plan

- \$20,000.00 benefit level from date of retirement to age 60
- \$10,000.00 benefit level from age 60 to age 65
- * \$5,000.00 benefit level from age 65

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

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

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

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

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

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

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

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

ARTICLE 15 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS

15:01 (1) Annual Vacations for every employee covered by the Scope of this

Agreement shall be granted according to a Letter of Commitment mutually agreed upon by the Association and the Fire Chief.

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

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

<u>Number of Years of Completed Continuous Employment by December 31 in any year</u>	<u>Annual Vacation</u>	<u>Year in which Vacation is taken</u>
1 to 5 completed years	3 weeks	to be taken in each of the 2nd to 6th years of completed continuous employment
6 to 11 completed years	4 weeks	to be taken in each of the 7th to 12th years of completed continuous employment
12 to 21 completed years	5 weeks	to be taken in each of the 13th to 22nd years of completed continuous employment
22 years and thereafter	6 weeks	to be taken in 23rd year of completed continuous employment and each year thereafter

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

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

15:02 Permanent and Probationary Employees upon termination of employment shall be entitled to be paid their annual vacation accruals as established under this article.

15:03 (1) Employees shall submit their vacation selections to the Fire Chief for approval by no later than December 15th of each year.

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

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

(4) **Station Postings**

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

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

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

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

To qualify to be paid for a Holiday or proclaimed Holiday the employee must work the regular shift before and after such Holiday unless the said employee be on vacation or sick leave of absence.

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

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

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

ARTICLE 16 - LEAVE OF ABSENCE

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

(2) A member of the Association, from amongst day shift personnel, shall be granted up to three (3) days with pay at the discretion of the Fire Chief for the purposes of attending Association Seminars.

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

16:03 PREGNANCY LEAVE

(1) Every employee who becomes pregnant shall, in writing, notify the Fire Chief of her pregnancy, no less than four (4) months prior to the expected date of termination of her pregnancy as certified by a qualified Medical Practitioner.

(2) Pregnancy Leave shall conform to the provisions of The Employment Standards Act, and amendments thereto; however, it is agreed and

understood that an employee returning to work after a pregnancy or adoption leave shall provide the Corporation with a minimum two (2) weeks notice.

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

(5) **Benefits During Pregnancy Leave**

For permanent employees who qualify for pregnancy leave under this Article, the Corporation 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 Corporation only for the maximum period of time specified for pregnancy in Section 36(1) and (2) of The Employment Standards Act.

ARTICLE 17 - BEREAVEMENT LEAVE

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

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

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

ARTICLE 18 - PENSION

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

"Credited service" means continuous service with the Corporation before participation of the Corporation 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 Corporation on the first day of the next month after the attainment of Normal Retirement Age as defined in the Ontario Municipal Employees Retirement System Pension Plan.

ARTICLE 19 - CLOTHING AND EQUIPMENT

19:01 (1) 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
Long Sleeve Blue Shirt	7
Short Sleeve Blue Shirt	7
Winter Parka	22
Hat (Officer)	15
Hat (Firefighter)	12
Ties (3)	3
Nylon Spring Jacket	19
Raincoat	18
Short Sleeve Blue T-Shirt	6
Long Sleeve Blue Sweatshirt	12

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

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

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

ARTICLE 20 - HOURS OF WORK

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

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

(3) (a) The normal work week for Fire Prevention Officers shall be in accordance with a Rotating Schedule drawn up by the Corporation. A copy of the

form of Rotating Schedule to be used is attached hereto as Schedules "B", and "C" to this Agreement, which Schedules are made a part hereof.

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

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

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

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

(4) Annual Platoon Transfers

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

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

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

(5) Mid Year Transfers

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

The Chief shall assign these transfers under the following provisions:

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

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

ARTICLE 21 - JURY AND WITNESS DUTY LEAVE

- 21:01 Employees subpoenaed to act as jurors or witnesses in Criminal or Civil Courts shall be granted leave of absence for such purpose.
- 21:02 An employee shall be entitled to the Jury or Witness duty Fee or the employee's full salary for the period, whichever is the greater.
- 21:03 If the full salary for the period is greater than the Jury or Witness Duty Fee, then to receive full salary, the employee must first remit to the Corporation the full amount of the Jury or Witness Duty Fee for the same period.
- 21:04 The employee shall retain any travel expenses received in connection with Jury or Witness Duty Leave.
- 21:05 (1) Employees subpoenaed to act as witnesses in criminal or civil courts involving Fire Department matters during off duty hours shall be entitled to be paid compensation at a rate of one and one-half (1½) times the regular rate with a guaranteed minimum of four (4) hours pay for four (4) hours of attendance in court or less.
- (2) Employees subpoenaed to act as witnesses in criminal or civil courts involving Fire Department matters while on annual vacation (Article 15) shall, in addition to one and one-half (1½) times the regular rate with a guaranteed minimum of four (4) hours pay for four (4) hours of attendance in court or less, be paid one (1) day's pay which shall be paid along with statutory holiday and service pay with the last regular pay cheque in November of each year. It is agreed and understood that the aforesaid one (1) day's pay shall be calculated and valued at one tenth (1/10) of the total value of the statutory holiday pay for that year.

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

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

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

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

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

ARTICLE 23 - TRAINING

23:01 Ontario Fire College

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

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

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

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

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

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

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

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

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

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

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

(e) When a training program commences on a **Monday** and the employee is required to travel on Sunday, the employee will be required to do so without pay.

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

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

(b) **Training Remuneration**

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

23:04 **Training Opportunities Posted**

It is mutually agreed by both parties that any future training courses given over and above regular training will be posted on all bulletin boards for a minimum period of twenty-one (21) days, whenever possible.

Postings will include:

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

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

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

ARTICLE 24 - EMPLOYEE INDEMNIFICATION

24:01 (1) A firefighter charged with and finally acquitted of an offence under a Federal or Provincial Statute because of acts done while on duty and the attempted performance in good faith of the employee's duties as a firefighter shall be indemnified for the necessary and reasonable legal costs in the defence of such charge.

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

ARTICLE 25 - MEDICAL EXAMINATIONS

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

ARTICLE 26 - APPOINTMENT TO THE FIRE PREVENTION DIVISION

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

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

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

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

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

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

(d) Anyone having completed their twelve (12) month probationary period and reverting to the fire fighting division either by their own desire or failure

of the Fire Prevention Officer's examination will not cause a demotion within the fire fighting division.

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

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

In adjudication of examinations, the following percentages shall apply:

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

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

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

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

In adjudication of examinations, the following percentages shall apply:

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

(c) Should the senior applicant feel qualified to enter the Fire Prevention Bureau at the position higher than Assistant Fire Prevention Officer, the senior applicant will be eligible to qualify for the higher position by the

examinations required for that position. If the application is successful, it will be deemed that the senior applicant has met all the previous requirements and enter the division at the position attained. Only one advance examination will be allowed any one applicant.

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

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

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

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

26:01 (5) **Qualifying**

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

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

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

Therefore, both parties adopt the following system:

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

ARTICLE 27 - PROMOTION TO CAPTAIN

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

- (a) Have been in the Suppression Division the twelve (12) months immediately prior to the promotion date and be available for Acting Captain as outlined in Article 27:02(a). **Those** employees coming from outside of Fire Suppression will be required to work in Fire Suppression for a ninety (90) day orientation period prior to being allowed to serve in an Acting Captain Position. All personnel currently outside of Suppression Division will be grandfathered for thirty-six (36) months from the date of ratification of this Agreement (September 23, 1997).

(b) Have taken a written examination worth 75% of the total score and an oral examination worth 25% of the total score and have obtained a weighted average minimum of 70% on both such examinations. In addition, such person must have obtained a weighted minimum of 70% of the written, oral, and a performance appraisal given by the Captain and Assistant Fire Chief.

(c) Have successfully completed or willing to successfully complete the OFM Trainer/Facilitator Program.

(d) Have successfully completed a twelve (12) month trial period; and

(e) After the twelve (12) month trial period achieve a minimum of 70% on a performance appraisal given by the Captain and Assistant Fire Chief.

27:02

(a) Once a person qualifies according to 27:01(b) above, those qualified employees must accept temporary promotions to the rank of Acting Captain. Only temporary exemptions may be approved by an Assistant Fire Chief. Assistant Fire Chiefs have the authority to limit the number of exemptions.

(b) The only exemption to 27:02(a) is when a letter is submitted relinquishing the Captain qualification. In order to be reinstated on the Acting Captain list the employee must requalify through 27:01(b).

ARTICLE 28 - TERM OF AGREEMENT

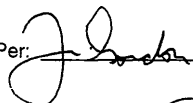
29:01 This Agreement shall remain in full force and effect during the period July 1st, 1998 to June 30, 2001, and from year to year thereafter, unless either party gives notice, in writing, with particulars of amendments or changes requested, not more than sixty (60) days and not less than thirty (30) days previous to the expiration of this Agreement of their desire to alter or terminate the same.

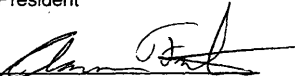
DATED AT SUDBURY, ONTARIO THIS 13th DAY OF September, 2000.

SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION


THE CORPORATION OF THE CITY OF SUDBURY

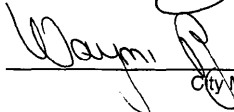
Per: 
President

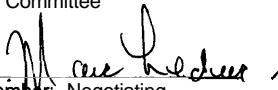
Per: 
Mayor

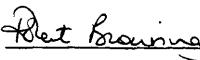
Per: 
Secretary

Per: 
Clerk

Per: 
Member: Negotiating Committee

Per: 
City Manager

Per: 
Member: Negotiating Committee

Per: 
Fire Chief

Per: _____
Assistant City Manager
Emergency/Corporate Services

Per: 
Director of Human Resources

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

<u>Classification</u>	<u>Index</u>	<u>July 1, 1998</u>	<u>July 1, 1999</u>	<u>July 1, 2000</u>
Platoon Chief	122%	68,998.25		
Director of Training	122%	68,998.25		
Director of Fire Prevention	122%	68,998.25		
Sr. Fire Prev. Officer	113%	63,908.21	65,186.38	66,490.10
Captain	113%	63,908.21	65,186.38	66,490.10
Fire Prevention Officer	107%	60,514.86	61,725.15	62,959.66
Lieutenant	107%	60,514.86		
Asst. Fire Prev. Officer	100%	56,555.94	57,687.06	58,840.80
First Class Fire Fighter	100%	56,555.94	57,687.06	58,840.80
Second Class Fire Fighter	90%	50,900.35	51,918.35	52,956.72
Third Class Fire Fighter	80%	45,244.75	46,149.65	47,072.64
*Fourth Class Fire Fighter (13-24 months)	70%	39,589.16	40,380.94	41,188.56
*Prob. Class Fire Fighter (1-12 months)	60%	33,933.56	34,612.24	35,304.48
Office Clerk	58.5%	33,085.22	33,746.93	34,421.86

- * The parties agree that the rates of pay for Fourth Class and Probationary Fire Fighters only apply to employees hired after October 1, 1997.
For those Probationary or Fourth Class Fire Fighters hired prior to October 1, 1997, the wage index in effect on March 31, 1997 will apply.
- Platoon Trainers will be paid an additional 7% of the rate of a First Class Firefighter.

SCHEDULE "B"

Fire Prevention Schedule 2000
 Group A: Barber - Giroux
 Group B: Bourque - Eaton - Fisher

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January	S	S	A	A	A	A	A	S	S	S																					
February																															
March																															
April																															
May																															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

Fire Prevention Schedule 2001

Group A:

Group B:

= STATS

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January	OFF				OFF	S	S	OFF				OFF	S	S	OFF			OFF	S	S	A	A	A	A	A	A	S	S	OFF		
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
		OFF	S	S	OFF				OFF	S	S	OFF				OFF	S	S	OFF				OFF	S	S	B	B	B			
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	A	A	S	S					OFF	S	S					OFF	S	S					OFF	S	S					OFF	S
	B	B	S	S	OFF				S	S	OFF					S	S	OFF						S	S	OFF					S
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	S	A	A	A	A	A	S	S	OFF								OFF	S	S				S	S	OFF				S	S	OFF
	S	B	B	B	B	B	S	S					OFF	S	S				OFF	S	S						OFF	S	S		
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
					S	S	A	A	A	A	A	S	S					OFF	S	S					OFF	S	S				
				OFF	S	S	B	B	B	B	B	S	S	OFF					OFF	S	S	OFF					S	S	OFF		
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	OFF	S	S					OFF	S	S	A	A	A	A	A	S	S	OFF					S	S	OFF						S
	S	S	OFF					S	S	B	B	B	B	B	B	S	S					OFF	S	S					OFF	S	
July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	S	OFF					S	S	OFF							S	A	A	A	A	A	S	S				OFF	S	S		
	S				OFF	S	S					OFF	S	S	B	B	B	B	B	B	S	S	OFF					S	S	OFF	
August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
			OFF	S	S				OFF	S	S						OFF	S	S	A	A	A	A	A	A	S	S	OFF			
			S	S	OFF				S	S	OFF							S	S	B	B	B	B	B	B	S	S				OFF
September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	S	S	OFF					S	S	OFF					S	S	OFF						S	S	A	A	A	A	A	S	S
	S	S					OFF	S	S				OFF	S	S							OFF	S	S	B	B	B	B	B	S	S
October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
					OFF	S	S					OFF	S	S					OFF	S	S					OFF	S	S	A	A	A
	OFF				S	S	OFF					S	S	OFF						S	S	OFF					S	S	B	B	B
November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
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	B	B	S	S					OFF	S	S						OFF	S	S					OFF	S	S				OFF	
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	S	S	A	A	A	A	A	A	S	S				OFF	S	S					OFF	S	S						S	S	
	S	S	B	B	B	B	B	S	S	OFF				S	S	OFF							S	S	OFF				S	S	OFF

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SCHEDULE "D"

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF SUDBURY

(hereinafter the "Corporation")

- and -

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

(hereinafter the "Association")

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

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

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

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

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

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

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

AM) WHEREAS the parties wish to embody this Agreement as an Appendix to their collective agreement;

AM) WHEREAS the parties wish these commitments to be of a long term nature and to survive the expiry of the collective agreement;

THE PARTIES HERETO AGREE AS FOLLOWS :

1. The positions of Platoon Chief, Director of Training and Director of Fire Prevention shall be deleted from the collective agreement. The collective agreement shall forthwith be amended as provided in paragraph 12 below to reflect such deletions and other consequential changes.
2. The Corporation shall establish and maintain three (3) new positions of Assistant Fire Chief,
3. The positions of Fire Chief (1), Assistant Fire Chief (3) and Chiefs Secretary (1) shall be excluded from the firefighter bargaining unit. It is understood and agreed that these exclusions represent the total number of persons which the Corporation may seek to exclude or have the right to exclude/designate from the firefighter bargaining unit pursuant to the provisions of Bill 84.
4. It is agreed that the Corporation will not, at any time, seek to increase the number of exclusions above the five persons listed in paragraph 3 hereof under any of the provisions of Bill 84 in subsequent rounds of collective bargaining or otherwise and shall not apply to the Ontario Labour Relations Board or any other tribunal, organization or person to increase the number of exclusions from the firefighter bargaining unit.
5. Notwithstanding the provisions of sections 3 & 4 above, the parties agree that additional exclusions from the bargaining unit may be permitted in the event of major expansion of the department.
6. The three Assistant Fire Chief positions shall be filled by persons within the firefighter bargaining unit. All fire fighters with a minimum of fifteen (15) years' service in the Sudbury Fire Department will be entitled to apply and be considered for such positions. The Corporation shall advise all prospective applicants of the minimum educational, training, and other qualifications considered necessary for such a position.
7. (1) Any person currently occupying a position as Director or Platoon Chief who is not successful in obtaining one of the positions of Assistant Fire Chief shall be re- assigned to an appropriate position within the bargaining unit, based on seniority and qualification. First within the individual's own division, secondly within other divisions.
- 7.(2) Any persons reassigned to a lower classification as a result of this agreement shall continue to be paid their salary until such time as the salary for the job to which the person is reassigned equals or exceeds the former rate. It is further agreed that any person reassigned to a lower classification as a result of this agreement will not be adversely affected in any other way in respect of the terms and conditions of their employment

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

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

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

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

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

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

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

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

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

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

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

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

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

"The parties agree to maintain a minimum complement of five (5) Fire Prevention Officers in the Fire Prevention Division. The Corporation and the Association both recognize the importance of establishing a method which will provide for the orderly transfer of employees into the Fire Prevention Division. Therefore,...

12. A new Article shall be added to the collective agreement to provide as follows:
Article XX- Staffing

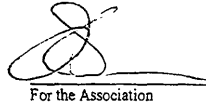
"The parties agree that the Corporation shall maintain a minimum of twenty-two (22) full-time fire fighters on each of the four platoons at all times. On duty suppression personnel shall only be assigned to in service emergency vehicles at all times."

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

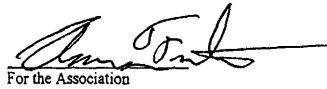
14. The parties hereto further agree that the provisions of the current collective agreement shall be amended in accordance with the provisions of Appendix "A" hereto.

DATED at Sudbury, Ontario this 8th Day of January, 1999.


For the Corporation


For the Association


For the Corporation


For the Association

For the Corporation


For the Association

APPENDIX "A"

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

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

10. Delete Article 28 in its entirety.

11. Amend Schedule "A" by removing the positions of Director of Training, Director of Fire Prevention and Platoon Chief. Add position of Platoon Trainer at the rate of 7% of the rate of a first class fire fighter in addition to the rate for the classification in which the employees are **employed and** to add the position of Office Clerk at 58.5% of the rate of the **rank** of First Class Fire Fighter.

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

Article ~~XX~~ - Staffing

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

POSITION TITLE: Platoon Trainer

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

IMMEDIATE SUPERVISORS: Asst. Fire Chiefs

PURPOSE OF THE POSITION

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

MAJOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

KNOWLEDGE AND SKILLS

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

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

Must have successfully completed the SFD Training Officers Examination.

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

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

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

Written communications **skills** to prepare reports, training precise, training plans etc.

JUDGMENT

Is exercised in:

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

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

ACCOUNTABILITY

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

Accountable to the Chief or **his** designate.

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

SCHEDULE "E"

IN THE MATTER OF THE FIRE PROTECTION AND PREVENTION ACT, 1997;

AND IN THE MATTER OF the Sudbury Professional Fire Fighters Association and the Corporation of the City of Sudbury;

AND IN THE MATTER OF the Fire Fighter/Mechanics Grievance;

B E T W E E N :

THE SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION
(hereinafter referred to as "the Association")

- AND -

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

MINUTES OF SETTLEMENT

WHEREAS the Employer determined to have work performed by the Mechanic (William Rorison) and Assistant Mechanic (Ken Roy) contracted out to persons who are not employees of the Employer;

AND WHEREAS the Employer has transferred William Rorison and Ken Roy to positions in Fire Suppression as a result of such decision;

AND WHEREAS the Association has filed the above-captioned grievance in respect of this matter:

THE PARTIES AGREE AS FOLLOWS:

1. Rorison and Roy shall be classified as Fourth Class Fire Fighters effective June 2, 1997.
2. Rorison and Roy shall continue to receive their respective rates of pay as of April 1, 1998 until such time as the pay for the rank in which they are situated reaches their rate of pay as of April 1, 1998 (i.e. red-circling).
3. (a) Rorison and Roy shall maintain their seniority date for all purposes under the Collective Agreement except for the purpose of promotions above the rank of First-class Fire Fighter; and
(b) For the purpose of promotions above the rank of First Class Fire Fighter, the seniority date shall be June 2, 1997.
4. The Employer shall be entitled to assign mechanical work to Rorison and Roy until March 31, 1998 and shall be entitled to assign work maintaining breathing apparatus to Rorison and Roy until no later than March 31, 1998, following which, all such duties shall be performed by persons who are not employees of the Employer.

DATED AT SUDBURY, ONTARIO THIS DAY OF , 199 .

THE CORPORATION OF THE CITY OF SUDBURY

SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Per: Don McLean
Fire Chief

Per: Mike Kelly
President

Per: Steven
Deputy Fire Chief

Per: Maria Celen
Secretary

Per: [Signature]
Assistant City Manager
Community Services

Per: [Signature]

Per: Wayne A.
Director of Human Resources

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE "F"

BY-LAW 73-17

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

WHEREAS the Municipal Council of the Corporation of the City of Sudbury deems it desirable to amend By-law 67-61), being a by-law to establish a plan of sick-leave credit gratuities for the employees of the Corporation of the City of Sudbury;

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

1. DEFINITIONS :

In this By-law,

- (a) "EMPLOYEE" means any salaried officer, clerk, workman, servant, or other person in the employ of the municipality, save and except the following persons:
- (1) employees on probation;
 - (2) temporary employees;
 - (3) employees who have passed the normal retirement date and are rehired as temporary, or continue;
 - (4) women leaving the employ for pregnancy purposes during such leave.
- (b) "MONTH" shall mean a calendar month.
- (c) "REGULAR ATTENDANCE" means the attendance of an employee at his duties for any month, on the days and during the hours for which his attendance is required during that month, according to the terms of his employment.

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- (d) "SICK LEAVE CERTIFICATE" means a certificate, Form "A" attached to and forming part of this by-law verifying a claim for sick leave,
- (e) "SICK LEAVE ABSENCE" means absence from regular attendance by sickness or other physical incapacity for which such leave of absence may be paid from the established credits,
- (f) "SICK LEAVE CREDIT" means a per diem or portion thereof allowance as provided by this by-law for sick leave absence,
- (g) "CITY" shall mean The Corporation of the City of Sudbury,
- (h) "COUNCIL" means the Council of The Corporation of the city of Sudbury,
- (i) The masculine pronoun, wherever used, includes female employees, unless the context indicates otherwise,
- (j) "SERVICE" shall mean all attendance, authorized leaves of absence with pay, but shall not include leave of absence without pay in excess of two consecutive weeks.

2. (a) A plan of sick leave credit gratuities is hereby established for every employee and, subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer.

(b) The Treasurer shall perform all things necessary or incidental to the carrying on of the sick leave credit gratuities plan. Each respective Department Head has the power to allow, amend or disallow any sick leave credit or sick leave absence for any of his employees in accordance with the terms of this by-law; provided, however, that the disallowance by the Department Head of any sick leave credit

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or sick leave absence shall be subject to appeal as hereinafter set forth in Section 5.

(c) The Treasurer shall provide and keep a Register in which all sick leave credits and sick leave absences for every employee shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from this accumulated sick leave credit.

(d) Sick leave absences for those employees who normally are considered to work a five-day week shall be charged against the credit provided therefor on the basis of a day off being equal to one day's credit.

(e) Sick leave absences for those employees who normally work a four-day week shall be charged against the credit provided therefor on the basis that a day off be equal to 1.250 or one and one-quarter (1¼) days' credit,

3. (a) Each employee shall be entitled for every month of regular attendance to a sick leave credit at the rate of 1¼ days per month and the sick leave credit of an employee shall be cumulative, provided that the employee will not be entitled to a sick leave absence when

(i) the employee has taken an unauthorized leave of absence during such month;

(ii) the employee has taken an authorized leave of absence without pay for a period in excess of two calendar weeks. Where such leave extends into more than one month the sick leave credit will not be granted for the month in which the greater number of days of absence occurred.

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(b) Any employee who had five (5) years or more continuous service prior to January 1st, 1942, shall be credited with forty-five (45) days sick leave credit. After January 1st, 1942, every employee shall be entitled to sick leave credit at the rate of 1½ days for each month of regular attendance, providing, however, that any sick leave absence shall be charged against the accumulated sick leave credits.

(c) Where an employee is absent due to accident and/or injury suffered during the course of his duties while in the employ of the Corporation and is in receipt of Workmen's Compensation and he requests that the municipality make up the difference between the amount of Workmen's Compensation being paid and his salary or wages, then and in every such case, if the municipality complies with the employee's request, for each day for which the employee shall be absent there shall be charged against his sick leave credit the proportion paid to the said employee by the municipality, converted to days or a portion thereof, that is to say, the municipality shall only deduct from the said employee's sick leave credit the proportion which it may pay to the employee in excess of that proportion paid by the Workmen's Compensation Board.

(d) No employee shall receive pay for absence in excess of his accumulated sick leave credit.

(e) Employees may be allowed up to a 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 provided by some other City provision.

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(f) An employee shall not be entitled to benefits under section 3(e) if he fails, upon request, to furnish his supervisor with reasonable proof of attendance at the function requiring such compassionate leave of absence,

4. (a) An employee shall report his illness during the first hour on the first day on which such employee is absent from his work, to his Department Head or designate for salaried employees, or the Operations Department (Time Office) for hourly-rated employees.

(b) Upon return to work of an employee, the approved Sick Leave Certificate as set out in Form "A" which forms part of this by-law shall be filed with the Treasurer and, where the absence has been in excess of three consecutive work days, the said Sick Leave Certificate together with the physician's portion thereof or a suitable doctor's certificate, if required by the respective Department Head, as attached, shall also be filed,

(c) The Sick Leave Certificate supported by the physician's completed portion or a separate physician's certificate, if required by the Department Head, shall be filed when the claim of any employee is for a day immediately preceding or succeeding a public holiday, vacation leave, preceding a Saturday or succeeding a Sunday.

(d) Any Department Head, upon previous notice or interview, may demand a medical doctor's certificate for a one or two days sick leave of absence.

5. (a) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each Department Head an annual statement of sick leave credits for each Department employee. Any employee shall have the right to appeal the contents of the said statement in relation

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to the credits and deductions for the previous year on written application, to be filed with the Treasurer of the City prior to the 15th day of March of the year in which the statement was received, provided that if no appeal is filed as aforesaid the contents of the said statement shall be final and binding.

(b) A Board of Review for the hearing of such appeals is hereby constituted which Board shall consist of the President of the appealing employee's union or representative in the case of a non-union employee, the Clerk and a Chairman of the Board, to be selected by the Union President or a non-union representative and the Clerk. If the Union President or non-union representative and the Clerk are unable to agree, then the selection of Chairman shall be made by the City Solicitor in his sole discretion. A majority decision of the Board of Review shall be final and binding upon the City and the employee,

(c) Where an appeal is filed with the Treasurer, he shall forthwith notify the Clerk or non-union representative and President of the appealing employee's union. The Board shall set a date for the hearing of the appeal and the Chairman shall notify the Treasurer of such date and place of hearing, whereupon the Treasurer shall mail or deliver to the appellant, notice of the date and place of the sitting of the Board. Such notice shall be mailed or delivered not less than seven (7) days prior to the date set by the Board for the hearing of the appeal.

(d) The decision of the Board of Review in respect to any appeal, shall be reported to the Treasurer who shall record in the register the decision of the Board of Review,

6. (a) When an employee having five years of completed service with the City of Sudbury ceases to be employed by the said City, there

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shall be paid to him or to his personal representative **or**, failing a personal **representative**, to such other person as the Board of Review may determine:

- (i) for those employees who are normally considered to be working a five-day week an amount equal to his current daily salary, wages or other remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.
- (ii) for those employees who normally work a four-day week an amount equal to $.80$ ($4/5$) of his current daily salary, wages **or** remuneration for one-half the number of days to his credit, and, in any event, not in excess of the amount of one-half year's earnings at the basic daily rate received by him immediately prior to termination of employment.

7. The provisions of this By-law shall extend to all employees who were actively engaged by the municipality on the date that this by-law came into force or who became actively engaged by the Corporation at a subsequent date thereto and thereby become entitled to benefits under the provisions of this by-law, provided that such employees shall comply with the provisions of this by-law and regulations as may be made from time to time in conjunction therewith. Provided further that the provisions of this paragraph shall not pertain to those employees temporarily engaged by the Corporation.


8. Accumulated rick leave credits payable herein shall be payable to any qualified employee under section 6(a) upon termination of employ-

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ment regardless of **cause**, provided, however, that the City may withhold therefrom any amount for which such employee is legally liable to account to the City in which case all sums withheld up to the full amount of such liability, shall forthwith vest in and be the property of the City. Any dispute over amounts so withheld shall be determined by the grievance procedure established by the relevant bargaining agreement for the employee. This by-law shall not give the City rights or remedies for collection of debts or taxes not conferred by law.

9. By-law number 67-64 and all other by-laws at variance with this by-law are hereby repealed.

READ THREE TIMES AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL this 23rd day of January, 1973.



Mayor



Clerk

FORM "A" TO BY-LAW 73-17
of the Corporation of the City of Sudbury

SICK LEAVE CERTIFICATE

(1) EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

I hereby apply for sick leave absence and certify that my absence was occasioned by (sickness) (accident) from....., to..... inclusive.

Total days

Employee's Signature

(2) PHYSICIAN'S CERTIFICATE

I, the undersigned, duly registered and qualified medical practitioner, certify that was under my care for days due to the above sickness.

Dated.....19...

Signature

(3) DECISION ON APPLICATION

The above application

- (1) is approved
- (2) is not approved
- (3) is approved but amended as follows:

Dated.....19...

Signature of Department Head

SCHEDULE "G"



1994-05-16

THE CORPORATION OF THE
CITY OF SUDBURY
HARASSMENT-FREE WORKPLACE
POLICY

• Implementation Guidelines

Bag/Sac 5000, Station/succursale A, 200 rue Brady Street, Sudbury, Ontario P3A 5P3
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HARASSMENT-FREE WORKPLACE POLICY

IMPLEMENTATION GUIDELINES

I. POLICY STATEMENT

The Corporation of the City of Sudbury is committed to providing a co-operative working environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes equal opportunities and prohibits discriminatory practices.

Harassment is defined in the Ontario Human Rights Code as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome".

Sexual harassment is a form of discrimination based on sex. It is also prohibited in Ontario by the Human Rights Code (R.S.O. 1990, c.H. 19) and is illegal.

Harassment is offensive, degrading and threatening. The Council of The Corporation of the City of Sudbury has adopted this personnel policy to make clear that workplace harassment will not be tolerated in our organization. Individuals, regardless of seniority or position, found to have engaged in conduct constituting harassment will be disciplined.

The City encourages reporting of all incidents of workplace harassment, regardless of who the offender may be

Notwithstanding the existence of this policy, every person continues to have the right to seek assistance from the Ontario Human Rights Commission, even when steps are being taken under this policy.

II. UNDERSTANDING WORKPLACE HARASSMENT

I. DEFINING HARASSMENT

Harassment takes on many forms but can be generally defined as behaviours such as conduct or comments which are unwelcome and inappropriate or otherwise offensive to an individual or group of individuals thus creating an uncomfortable work environment or leading to adverse job related consequences for the complainant.

The Ontario Human Rights Code defines harassment as:

"...engaging in a **course of vexatious**
comment or conduct that **is known or ought**
reasonably to **be known to be** unwelcome"
(R.S.O. 1990, c.H.19)

Under the Code, no employee may be harassed in the workplace because of:

Race	Ancestry	Place of Origin
Colour	Ethnic Origin	Citizenship
Creed	Age	Handicap
Marital Status	Family Status	Record of Offenses
Sex	Sexual Orientation	Religion

All employees **also** have a right to be **free from** harassment **on** the **basis** of sex and to be **free from** sexual solicitation and reprisals for refusing or rejecting sexual advances. Harassment may be one incident or a series of incidents and may **also** exist systemically as part of the **work** environment.

2. PURPOSE

The purpose of this policy is:

- (a) to maintain a **working** environment that is **free** from harassment;
- (b) to alert **all employees** to the fact that harassment **in** the workplace is **an** offence under the **law**;
- (c) to set out the types of behaviour that may be considered offensive;
- (d) to establish **a** mechanism for receiving **complaints** of harassment and to provide a procedure by **which** **The Corporation** of the **City** of Sudbury will deal with these complaints: and
- (e) to provide the steps a responsible employer **can** take **towards maintaining** a **working** environment in which employees **treat** each other with **mutual respect**.

This policy is not intended to **constrain** appropriate social interaction between people in the organization.

3. DEFINITIONS

For the purpose of this policy, the definition of harassment is consistent with the definition in the Ontario Human Rights Code. The following types and examples of harassment are included in, but do not limit, this definition.

TYPES AND EXAMPLES OF HARASSMENT

Behaviours which fall within the above definition range in terms of the type or grounds (e.g., racial, sexual, personal), whether it is directed at an individual or non-directed, or whether it is intentional or unintentional.

Examples of Directed and Intentional Harassment:

Offensive behaviours, gestures, comments or conduct which are directed specifically at an individual are often quite obvious and consequently, readily detectable. Examples of this type of harassment may include:

- written or verbal insults, abuse or threats;
- racial or ethnic slurs including racially derogatory nicknames;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, age, marital status, gender, ethnic/racial origin, religion, accent, or disabilities;
- practical jokes which cause awkwardness or embarrassment, endanger an employee's safety or negatively affect work performance;
- persistent leering (suggestive staring) or other obscene/offensive gestures;
- unwanted and inappropriate physical contact such as touching, kissing, patting, pinching, brushing up against a person;
- unwelcome sexually oriented remarks, invitations, requests, jokes, flirtations, advances, propositions or requests whether indirect or explicit;
- inquiries or comments about a person's sex life, sexual preferences;
- physical assault (including sexual assault);
- misuse of authority towards another person which is based on irrelevant factors (e.g. unfair delegation or assignment of work, unwarranted transfers);
- persistent unwanted contact or attention after the end of a consensual relationship;
- requests for sexual favours;
- retaliation against an individual who reports or assists in a complaint under this policy.

Examples of Undirected and Unintentional Harassment:

Harassment may also include behaviours, conduct, comments or activities which are not directed specifically at an individual but which nonetheless create a degrading or offensive "poisoned" work environment. Examples of this type of harassment are much more subtle and may include:

- displaying of materials which are sexually explicit or degrading, racist, ethnic or religious, in a degrading or derogatory manner;
- displaying of graffiti which is sexually explicit or degrading, racist, ethnic or religious, in a degrading or derogatory manner;

- . patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

4. DEFINING THE WORKPLACE

The workplace is not confined to the offices and buildings of the Corporation. "Workplace" has been interpreted broadly by the Ontario Human Rights Commission and by recent case law and as applied to the City would include:

- . any location and all facilities where the business of the Corporation is being carried out (e.g. Civic Square, work yards, cafeteria, meeting rooms, arenas, parks) and;
- . other locations and situations such as during business travel, on the telephone, in City vehicles, or other locations where the prohibited behaviour may have a subsequent impact on the work relationship, environment or performance.

Conduct, comments or behaviours which constitute harassment and occur in locations covered by this definition are subject to investigation under this policy.

5. TO WHOM DOES THE POLICY APPLY?

The Policy covers all employees (including part-time, casual/temporary employees and full-time employees) elected officials, members of boards and committees in their relations to each other and, between all such employees and elected officials, members of boards and committees, and volunteers.

All members of committees and boards, and volunteers will be informed of the policy and expected to adhere to the policy regarding workplace harassment. City Council may choose to sanction these individuals found to have engaged in conduct constituting harassment.

6. MANAGEMENT/SUPERVISORY RESPONSIBILITIES

Managers and supervisors have specific responsibilities to create and maintain a workplace which is free from harassment. They are responsible for ensuring that harassment is not allowed, condoned or ignored and may be considered party to the harassment if they failed to take corrective actions.

With a fundamental knowledge and understanding of the policy and guidelines, managers and supervisors can be the first place for employees to turn for assistance when trying to deal with harassment-related concerns. They are also responsible for preventing the development, escalation or recurrence of harassment.

7. TO WHOM CAN AN EMPLOYEE GO FOR ASSISTANCE OR INFORMATION?

If an employee needs information about the policy or how the policy applies or clarification of the policy, or simply needs to discuss a concern or issue regarding harassment or an

incident, or they wish to request action be taken they may seek assistance from any of the following:

1. **Manager/Supervisor**
2. **Director of the Section or Department**
3. **Commissioner of the Department or Chief Commissioner**
4. **Bargaining Agent Steward/Representative**

If an employee is uncomfortable in approaching any of the individuals mentioned above, to discuss a concern or consider pursuing a harassment complaint, they may contact the City Human Resources Section directly for confidential assistance (exts. 443-445) or any of the members of the City's Harassment-Free Workplace Committee.

The Corporation's Harassment-Free Workplace Committee and the Human Resources Section are responsible for promoting, advancing, supporting and ensuring the effective implementation of the policy. Human Resources staff can provide information and/or assistance to any employee or manager with respect to the policy or in dealing with a specific complaint.

Regardless of who an employee approaches for assistance, it is expected that the request will be responded to in a sensitive and understanding manner.

III. CONFIDENTIALITY

The Corporation, through its Harassment-Free Workplace Committee and Human Resources Section, must ensure that complaints are investigated and handled in a manner so that the identities of the persons involved are kept confidential.

It must be recognized that, to the extent that the complainant chooses to initiate proceedings or make comments outside the Corporation's internal harassment complaint procedures, confidentiality cannot be guaranteed. It must also be recognized that information collected and retained is subject to release or confidentiality and is subject to the limitations set out under the **Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, chap. M.56**, the **Ontario Human Rights Code** or the rules governing court proceedings.

IV. COMPLAINT HANDLING PROCESS

The successful resolution of concerns and complaints is often determined by the way in which they are handled. The existence of a process with detailed procedures and guidelines is critical to ensure that all complaints are dealt with in a consistent and fair manner which allows flexibility to accommodate different situations, circumstances and needs.

I. WHAT TO DO IF YOU ARE BEING HARASSED?

There are **FOUR** ways an employee may choose to deal internally with a complaint or concern under this **Policy**:

- Option **A**: Dealing directly with the person complained against
- Option **B**: Requesting informal action and resolution
- Option **C**: Filing a formal complaint
- Option **D**: Filing a grievance

The pursuit of a complaint under the internal complaint mechanism does not preclude an employee from filing a complaint with the Ontario Human Rights Commission or pursuing any other available avenues.

OPTION A: Dealing Directly With the Person complained against

Employees of the Corporation who experience harassment should first attempt to make it known to the individual(s) responsible that the behaviour is offensive, and contrary to the Corporation's policy and request that it stop. The harasser(s) may not realize that their behaviour is unwelcome and offensive. In many instances this will stop the offensive behaviour. The complainant has a responsibility to see to the conclusion of the complaint process once a complaint has been initiated.

The Corporation recognizes that in some situations this may be difficult or inappropriate, or the individual may have told the harasser to stop but the offensive behaviour continues. In this case, the employee should take immediate action as outlined below.

OPTION B: Requesting Informal Action and Resolution

Employees who experience harassment and have unsuccessfully tried to deal directly with the harasser or who feel that a direct approach is inappropriate may choose to have the matter dealt with on an informal basis with the assistance of others prior to proceeding with a formal complaint.

The purpose of **this step** is to provide a **means** of obtaining information, voicing the concern and developing a way of dealing with the problem with the **assistance** of **others** in the Corporation. If the complainant would **like** to proceed with the matter **on an informal basis** in the interest of **seeking an informal resolution**, the complainant should report the incident **immediately, or within** a reasonable time, to:

- **his or her immediate supervisor or manager**
- **any other member of the employee's departmental management (e.g. Director of the Section or Department)**
- **other member of the City's management**
- **Corporation's Human Resources Staff**
- **A member of the City's Harassment-Free Workplace Committee**
- **Bargaining Agent representative, if appropriate, jointly with management**

Often, harassment **is** the result of simple communication problems and proceeding informally may identify **this** problem readily and produce a **quick** and simple solution without having to engage in a **full** investigation.

Where **attempts** to achieve an informal resolution of the problem are unsuccessful or inappropriate, a **formal** complaint may be filed, **which will** result in an investigation by the City's Harassment-Free Workplace Committee.

Although in most cases the informal approach and resolutions are encouraged, employees are not required to engage in this step and may choose to file a formal complaint directly.

OPTION C: Filing A Formal Complaint

Filing the Complaint

All formal complaints must be in writing and will be investigated by the City's Harassment-Free Workplace Committee.

Where the complaint is initially received by a manager/supervisor/union representative or other person, it is his/her responsibility to ensure that the Director of the Human Resources Section is notified about the complaint **within 2 working days** from when he/she first received it. The Human Resources Section is then responsible for assessment and initiation of an investigation.

Alternatively, a formal complaint can be filed directly with the Harassment-Free Workplace Committee.

Upon receipt of a complaint either through a manager or directly, the investigative process is initiated with the complaint documented in writing. The complaint must include a description of the incident, witnesses, and steps already taken to resolve the matter.

Investigations **cannot** be undertaken on the basis of an anonymous complaint. However, managers should not ignore these situations and should report them to the Director of the section and/or the Human Resources Section for other forms of intervention which will not be investigated under this policy.

To ensure that the matter can be dealt with effectively and efficiently and not prejudice an investigation, complaints or concerns should be brought forward immediately to the Human Resources Section for action.

(1) Receipt and Documentation of the Complaint

All complaints requesting or requiring formal investigation must be forwarded immediately to the Human Resources Section who will then forward it to the Harassment-Free Workplace Committee. Upon receipt of the complaint an interview will be scheduled with the employee to discuss and clarify the incident and identify steps the employee has taken so far to resolve the matter. The employee may be represented or assisted by a person of his or her choice.

The Human Resources staff must acknowledge receipt of the complaint within **5 working days** to the manager, director, complainant, union representative or third party, where appropriate. The person complained against has the right to be notified of the complaint and the nature of the complaint within **5 working days** following the acknowledgement to the complainant.

OPTION C: Receipt and Documentation of the Complaint (cont'd)

(2) Clarification and File Opening

Where a formal complaint is received in writing it shall be documented and a Harassment-Free Workplace file opened by the Human Resources Section who will forward this information to the Harassment-Free Workplace Committee. To ensure that the complaint is documented properly and accurately, Human Resources staff will contact the complainant for clarification and/or further information. Summaries and notes from previous informal actions and resolutions may be requested by Human Resources staff and appended to the complaint file as background information. A file will be opened on all formal complaints.

(3) Third Party And Anonymous Complaints

Investigations can be undertaken where the complaint is received from an employee who is directly and personally affected by the incident(s) being reported. Or, complaints may be investigated from an employee who is not being harassed directly but where there is a direct and personal impact as a result of harassment involving others.

2. THE ROLE OF BARGAINING AGENTS IN THE COMPLAINT PROCESS

The policy anticipates an active and supportive role of the various bargaining agents which represent City of Sudbury employees. All union employees may seek the assistance and advice of their union representatives prior to engaging in, or at any time throughout, the complaint process.

3. INVESTIGATION OF COMPLAINT

The Harassment-Free Workplace Committee will be responsible for investigating complaints except in situations where it is necessary or appropriate, in the opinion of the Committee, to have the investigation carried out by an external third party. The Harassment-Free Workplace Committee will engage in an investigative process which involves three primary stages:

(1) Fact finding

The Harassment-Free Workplace Committee, with assistance from the Human Resources Section, will conduct confidential interviews with relevant parties to obtain information and clarify the details of the reported incident. Both parties will have an opportunity to identify witnesses or others to be interviewed. Where witnesses are not identified, or where otherwise appropriate, co-workers may be interviewed. All interviews will be conducted in a confidential manner and all efforts will be made by the Human Resources staff and/or the Harassment-Free Workplace Committee to deal with interviews in a manner which respects the nature of the work environment.

OPTION C: INVESTIGATION OF COMPLAINT (cont'd)

The Harassment-Free Workplace Committee will document the results and conclusions of the investigation after interviewing the complainant, the person complained against and any relevant witnesses including co-workers if necessary. The Harassment-Free Workplace Committee may consult with the City's Legal Section.

Where appropriate and necessary, the Human Resources Section or the Harassment-Free Workplace Committee may contact the Ontario Human Rights Commission for advice or assistance.

(2) Preliminary findings

Where the information revealed early in the investigation suggests a reasonable possibility of resolution, the Harassment-Free Workplace Committee may decide to propose an early settlement prior to conducting the entire investigation.

Where this situation arises, the Harassment-Free Workplace Committee may convene a separate meeting with each party involved to discuss preliminary findings of the investigation and inform participants of the possibility and nature of early settlement and the reasons therefore. This stage allows all parties to become aware of the tentative findings and presents an opportunity, based on the information received, to resolve the matter upon agreement of all parties without further investigation.

Where agreement is reached and the matter deemed resolved, the Human Resources Section, as instructed by the Harassment-Free Workplace Committee, will prepare a summary report for the corporation which will be kept in a confidential file. The Committee will decide who gets to read it with the Chief Commissioner and appropriate Commissioner and/or Director.

(3) Further Investigations

Where, as a result of preliminary findings, a resolution cannot be reasonably proposed or achieved, or where the Harassment-Free Workplace Committee determines that file closure at this point would not be appropriate, further investigations will be conducted.

(4) Notification and Discussion of Results

The Harassment-Free Workplace Committee will subsequently schedule meetings with the complainant, the person complained against, the Director and appropriate Commissioner where necessary, to present and discuss the findings and conclusions of the investigation. Separate meetings may be convened if necessary and all parties have a right to be represented.

(5) Report to Commissioner/Director

A summary of the complaint and results of the investigation will be provided to the Commissioner/Director and the parties affected by the outcome.

4. RESULTS OF INVESTIGATION/MEDIATION

(1)a. Complaint Supported

Where the results of the investigation support a specific complaint of harassment, or where the results suggest the existence of systemic problem(s) in the work environment which caused or contributed to the incident, the following, without limitation, may be recommended forms of remedial action:

Education and Training

Review and modification of policies, procedures and practices

Disciplinary action up to and including dismissal

Continuous monitoring

Where deemed reasonable and appropriate, the Harassment-Free Workplace Committee, in consultation with the Director, manager or supervisor, harasser and complainant, may propose and develop a more comprehensive strategy for the elimination and/or prevention of harassment to improve the overall workplace.

Where any form of action (including letter on file, educational training) has been implemented as a result of an investigation, a notation will be made on the employee's personnel file and will be kept therein for the same period of time as provided for in the relevant collective agreement, if applicable.

The investigation file will remain open for a reasonable period of time to allow for the monitoring of actions to be taken and subsequent reports to be placed on the file.

b. Complaint Unsupported

Where the results of the investigation do not support the allegations of harassment made by the complainant, the complaint shall not be proceeded with further.

c. Complaint Unsupported: Recommend Systemic Investigation

Where the results of the investigation do not support the specific complaint, but where the investigation suggests the existence of systemic problem in the work environment which may cause, contribute to, or encourage harassment, including poor management practices which are directly related to the harassment, the Harassment-Free Workplace Committee may make recommendations for change or further investigation of a systemic nature.

(2) Malicious complaints

Where, as a result of an investigation, it is determined or concluded that the complaint was made maliciously, with a specific and directed intent to harm, or made in bad faith with reasonable knowledge of and intent to harm, formal disciplinary action may be taken against the complainant. Documentation regarding the disciplinary action will be placed in the employee's personal file which shall be referred to as the Harassment-Free Workplace file kept for the purposes of this policy.

RESULTS OF INVESTIGATION/MEDIATION (cont'd)

The complainant (now respondent to allegation of malicious complaint) has the right to be notified in writing of this decision including the reasons and grounds therefore, to prepare and submit a response and to be represented at all proceedings.

(3) File Retention and Disposal

Upon determination and notification of a supported or non-supported decision, the file will be closed and retained in the Human Resources Section. All closed files will be retained in the Human Resource Section for a period not less than 5 years from the date of closing.

Closed investigative files will be disposed of in an appropriate manner after the 5 year period. Notations on personnel files will be disregarded as per existing procedures and/or provisions contained in the relevant collective agreements.

(4) Reopening of files

Request for reopening of a closed file may be made upon written request to the Director of Human Resources under the following circumstances:

1. new and relevant information regarding a closed case;
2. new incident of harassment post-closure by same respondent or person complained against;
3. reprisal is alleged to have occurred.

(5) Pursuing other Remedies post-investigation

Employees have the right to pursue other remedies provided in law including instituting a grievance under a collective agreement following, or any time during, the investigation.

Where an alternate means is chosen during the course of an internal investigation, the internal investigation may be postponed or terminated and the file closed upon agreement by the parties involved and the approval of the Corporation's Chief Commissioner.

(6) Monitoring

Unless the complaint has been dismissed once a resolution of the complaint has occurred, the Human Resources Section and/or the appropriate departmental official will monitor the situation. Follow-up is a critical component of effective complaint resolution. In most cases, follow-up should occur periodically over a minimum six (6) month period from the date of resolution. All follow-up interviews which are not conducted by the Human Resources Section must be documented, and the documentation forwarded to the Director of Human Resources. To ensure that monitoring is effective, the Harassment-Free Workplace Committee will develop a monitoring plan which sets out the steps or activities to be taken to ensure the implementation has been successful how it will be done and progress measured, when and who is responsible for the actual monitoring.

RESULTS OF INVESTIGATION/MEDIATION (cont'd)

(7) Implementation and Execution of Resolutions

Where, as a result of the monitoring process, or through other means, it is determined that there are difficulties in implementing or executing the solutions recommended from the investigation, or, where actions have been taken but are deemed ineffective, inappropriate or untimely, Human Resources staff, in consultation with the Commissioner/Director and Chief Commissioner shall determine what further actions and/or support can be provided to ensure that the policy objectives and terms of resolution can be met more effectively and efficiently.

(8) Independent/Systemic Investigations

To ensure that the environment is free from harassment, the Human Resources Section may decide on its own to conduct an investigation in the absence of a specific complaint from an employee, in order to address, resolve or prevent harassment in the workplace.

Generally, there are three situations where the Human Resources Section may recommend an investigation:

1. where there is a focused pattern of inquiries and/or complaints over time which suggests the existence of a specific problem which has been identified but not corrected, or;
2. where there is reason to believe that a broader systemic problem exists in the work environment which causes, contributes to, or encourages harassment, or;
3. where, as the result of an investigation, a complaint is not supported but there is reasonable evidence that a broader systemic problem exists.

Prior to proceeding with an independent investigation, the Human Resources Section will draft a summary of the situation providing reasonable grounds for recommending investigation in the absence of a specific complaint.

The summary will be presented to the Director in question, Commissioner of the Department and the Chief Commissioner for consideration. Where an investigation under this section is approved, the appropriate parties will be advised of the intent to conduct a systemic investigation, the reasons for initiating the investigation and the process and procedures which will be implemented.

(9) Regular Reporting

The Director of Human Resources may submit a report to the Chief Commissioner summarizing the activities, including formal complaints investigated, education and training conducted by the Human Resources Section.

OPTION D: Filing A Grievance

Employees who are covered by a collective agreement which contain a harassment-free or discrimination clause can exercise their rights to file a grievance and should seek the assistance or advice of their union steward or representative.

REPRESENTATION

All parties involved in a complaint have a right to be represented by their union or other individual or group to the extent that the representation does not create a conflict. All parties have a right to legal representation at their own expense.

NO REPRISAL

All employees have a right to be free from reprisals or threat of reprisals as a result of filing a complaint or being party to the investigation of a complaint. Anyone found guilty of reprisal shall be disciplined.

V. WHAT TO DO IF YOU ARE ACCUSED OF HARASSMENT

If you are asked by a co-worker to stop behaviours which constitute harassment, assess your behaviour seriously. Understand that even if you did not mean to offend, your behaviour has been perceived as offensive. Cease the behaviour that the person finds offensive and apologize. Failure to cease in this behaviour will leave you more vulnerable to a formal complaint which could lead to disciplinary action if the complaint is substantiated.

If you believe the complaint is unfounded and/or made in bad faith, discuss the matter with your supervisor, Director or with the staff in the Human Resources Section or your union representative, if applicable. You are entitled to representation or accompaniment by a Union Representative and/or lawyer.

If you are named as the harasser in a complaint the investigative procedure for such complaints is a comprehensive one and is the responsibility of the Human Resources Section and the Harassment-Free Workplace Committee.

In any event, document your version of the alleged incident, including times, places, what happened and any witnesses.

VI. HUMAN RESOURCES ADVISORY AND SUPPORT SERVICES

The Human Resources Section is an integral part of the overall complaint and resolution process. Not only can the Human Resources staff offer an alternate method of dealing with harassment through mediation and resolution of a complaint, it also provides advice and support to all employees and to all managers in their efforts to implement the policy.

Throughout the complaint process, employees or managers may at any time seek the assistance or advice of the Human Resources staff. In turn, the Human Resources staff may seek advice or assistance from the Harassment-Free Workplace Committee and the Ontario Human Rights Commission where necessary.

It is therefore important to recognize that successful implementation depends on the active support of the Human Resources Section in cooperation with all employees.

The Human Resources Section will provide orientation training on the policy and guidelines to appropriate staff members, and specifically to all managers to ensure that they have the necessary knowledge to implement the policy and provide assistance to staff.

An information brochure which summarizes the policy and complaint process will be distributed to all employees of the Corporation to ensure that they are aware of the policy and their rights and obligations. Further detailed information will be available to staff through the Human Resources Section on request.

Continuous training and education are necessary to ensure that the policy is effective. To meet the needs of managers and staff, the Human Resources Section will make available curriculum and materials to meet these needs.

VII. OBLIGATIONS AND RESPONSIBILITIES

HARASSMENT-FREE WORKPLACE POLICY

Everyone is responsible for ensuring that the workplace is free from harassment. All employees, "management and staff", are responsible for understanding and applying the policy in good faith.

COMMISSIONERS AND DIRECTORS

As senior management, Commissioners and Directors are specifically responsible for ensuring that the policy is accessible and supported. They are responsible for ensuring that managers and supervisors are given the appropriate support, encouragement, opportunity and resources to fulfill their respective roles.

MANAGERS AND SUPERVISORS

Managers and supervisors are critical to the success of the policy. They are specifically responsible for ensuring that the policy is communicated and understood by all staff and that it is supported and encouraged. They are also responsible for assisting employees who feel they have been harassed and, as a result, come to them with a complaint.

HUMAN RESOURCES SECTION

Human Resources staff are responsible for ensuring that the policy, once implemented, is supported and developed. This will be achieved through periodic review and assessment of the policy and results.

Human Resources staff will act as a neutral source of information and advice for all employees and advise and assist management throughout the process.

Finally, Human Resources staff are responsible for developing and implementing training and education programs which further the understanding of the policy and issues of harassment and general human rights.

HARASSMENT-FREE WORKPLACE COMMITTEE

The Harassment-Free Workplace Committee is responsible for conducting investigations of all formal harassment complaints and making recommendations. As well, they are responsible for ensuring that the environment is free from systemic problems which create or support harassment.

The Harassment-Free Workplace Committee will be composed of the following individuals:

1. Chief Commissioner and/or Designate
2. Legal Section Representative
3. Human Resources Section Representative
4. Two Persons Designated by the Chief Commissioner

BARGAINING AGENTS

Bargaining Agents have a specific responsibility to provide information and assistance to their members. They ~~may~~ act as a first contact for members who feel they are being harassed. Similar to managers, union representatives will need to develop appropriate skills and knowledge which will allow them to act as effective problem-solvers.

ELECTED OFFICIALS

As elected officials, municipal councillors and the Mayor are responsible for approving this policy and for giving direction to the administration on the future development and improvement of this policy and encourage development of parallel policies which will enhance the workplace and subsequently improve services to the community.

SCHEDULE "H"

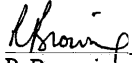
LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF SUDBURY,
FIRE DEPARTMENT
AND

SUDBURY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Re: Cambrian College Placement Students-Fall Semester 1998

The parties agree as follows:

1. It is understood that students from the Cambrian College Fire Services Technology Course will be at the Fire Department as observers only. These students shall **not**, in any way, be considered a **part** of the Sudbury Fire Department staffing complement.
2. Students will participate in Non-emergency operations and daily training as observers **only** unless otherwise permitted at the discretion of the Officer on duty.
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 on an as available, day to day** basis.
5. Placement will occur during the **hours of 08:00 to 20:00, Monday through Friday.**
6. The parties will meet **as soon as** is reasonable after the completion of the 1998 placements to review the process and refine **this** document on a mutually agreed basis, before any **further** placements occur.
7. Signed copies of the following documents will be in the Corporation'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. Introduction to the Fire Service Module and Fire Department Orientation.


R. Browning,
Fire Chief, SFD


C. Stokes
President, SPFFA

SCHEDULE "I"

December 6, 1999

LETTER OF COMMITMENT

Both the Sudbury Professional Fire ~~Fighters~~ Association and the ~~Corporation~~ of the City of Sudbury deem it necessary to commit themselves to a policy which outlines the manner in which ~~annual~~ vacations will be scheduled for Firefighters.

Both parties therefore agree to the following procedure:

Vacations shall be selected according to ~~this~~ Letter of Commitment which shall remain in ~~effect~~ until changed by mutual agreement between the Association and the Fire Chief. All changes must be made by November 1st. for the preceding year.

When vacation selections are ~~marked~~ for Firefighters ~~on the two~~ platoon system, no changes shall be made without authorization ~~from~~ the Fire Chief or designate to change a ~~scheduled~~ week or weeks of vacation with ~~another Firefighter~~. Firefighters must take their vacations as scheduled.

The choice of a Firefighter shall be limited according to the ~~following~~ schedule during ~~Prime~~ Time, which is considered to be the last full working ~~week~~ in June to and including the first full working ~~week~~ in September, on each platoon. Prime time shall ~~also~~ include the last ~~two~~ working ~~weeks~~ in December.

Vacation Entitlement

~~3 weeks or less~~
~~4 weeks~~
~~5 weeks~~
~~6 weeks~~

Prime Time Choice Limit

~~1 week~~
~~2 weeks~~
~~3 weeks~~
~~4 weeks~~

If extra vacation weeks are ~~allotted~~ to a Platoon, they shall be selected in the ~~normal manner~~.

~~Extra~~ vacation ~~weeks~~ allotted to a platoon shall be posted with the vacation schedule by November 1st, preceding the vacation year.

- a) ~~Selection~~ of vacation shall be by ~~seniority~~ on the platoon.
- b) A Firefighter may split ~~his~~ vacation as many times as desired, but each split must be by the ~~week~~ or weeks.
- c) Each Firefighter shall have one working shift to fill ~~in~~ the selection when the turn for selection comes. If a Firefighter fails to make the choice during ~~one~~ working shift without just cause as determined between the parties, ~~this~~ Firefighter will be bypassed and the ~~normal~~ vacation scheduling resumed. ~~The~~ bypassed Firefighter may get back into the normal ~~rotation~~ at any time, but will

not be allowed to displace anyone who has made a selection.

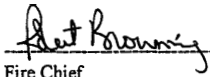
- d) Each Firefighter should endeavor to leave the next selection of vacation with a shift representative.
- e) Each time a Firefighter makes a choice for vacation selection they may not make another selection until all other Firefighters on the platoon have had an opportunity to make a selection.
- f) When it is a Firefighter's first choice for vacation selection and there is a minimum of three weeks open in Prime Time, the Firefighter may split the selection into as many weekly periods as desired between January 1st and March 31st, on the first choice.
- g) Each platoon shall be allowed two Firefighters on vacation at one time, except when a Platoon has extra vacation week allotments for which duration three Firefighters shall be allowed to schedule vacations.
- h) Three officers shall be allowed to schedule vacations unless one platoon officer is scheduled for Ontario Fire College, at which time only two officers shall be allowed to schedule vacations.
- i) The weeks required for the Ontario Fire College shall be blanked out as the third vacation week prior to the posting of the annual vacation schedule.
- j) The vacation schedule should be completed by December 15th of the year preceding the vacation year, any weeks not scheduled by December 31st, will be allotted to Firefighters with vacation allotments remaining on a seniority basis.

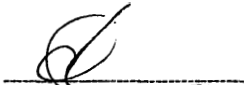
Procedure on the Filling of Vacancies.

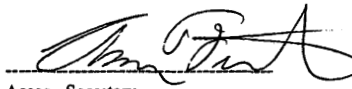
This procedure shall be used to fill vacancies that may occur in the vacation schedule.

- a) When vacation selections are marked it shall be indicated if it is the Firefighter's first choice, second choice, or third choice, etc.
- b) When it is apparent that a vacancy will occur, notice shall be posted within five days from the time that it is known that a vacancy will take place. The time limit may be extended by mutual agreement between the Association and the Fire Chief.
- c) Once a vacancy has been posted it shall be filled by seniority on the platoon beginning with the Firefighter immediately below the Firefighter who has left the vacancy.
- d) If a Firefighter fills a vacancy, the Firefighter shall give up an equal amount of vacations of the same choice or better as the vacancy. Consequently the vacations left open may then be filled by the next Firefighter on the platoon by seniority until all the possible changes have been exhausted. Prime time limitations shall be observed.

- e) Each Firefighter shall have one working shift to exercise the option of filling a vacancy.
- f) The procedure for filling vacancies shall be monitored by the Fire Chief or a designate.


Fire Chief


Assoc. President


Assoc. Secretary

LETTER OF COMMITMENT

BETWEEN

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

AND

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

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

1. WORK SCHEDULE - ALARM ROOM OPERATORS

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

2. CHANGES TO GROUP BENEFIT PLANS

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

- a) Mandatory co-ordination of benefits and positive enrolment will be undertaken and maintained. Liberty Health will be instructed to conduct random audits of completed forms for accuracy;
- b) Group Benefit Plans will be amended to provide for mandatory generic drug substitution whenever a generic drug is available unless the prescribing doctor indicates no generic substitution. Liberty Health will be advised to instruct Pharmacists to ignore pre-printed statements on Doctor's scripts stating no generic substitution;
- c) Semi-private and private hospital room coverage shall be eliminated from Group Benefit Plans effective the first of the month following ratification. All employees and area hospitals will be advised that this coverage will no longer be available, and if an employee wants a semi-private or private room they will pay for same directly. However, where a hospital bills an employee for semi-private or private room without the employee having requested

same, those bills will be paid by the City of Sudbury on presentation of invoices to the Human Resources Department, and the issue of improper billing will be taken up by the City with the hospital involved. The issue of improper billing will not exist where only semi-private and/or private rooms are available and the caring institution can legally force the fee for the room to be paid. In such instances, the fee for the room will be paid by the City of Sudbury.

3. JOB DESCRIPTIONS

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

4. CORONER'S INQUEST

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

5. MUTUAL AID

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

6. PERFORMANCE APPRAISALS

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

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

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

- 1)
 - A) 75% written exam
 - B) 25% oral exam
 - C) Must achieve a minimum weighted average of 70% of the written and oral exam

- 2)
 - A) Must pass a Performance Appraisal
 - B) The passing level for the Performance Appraisal will be developed along with the Performance Appraisal System

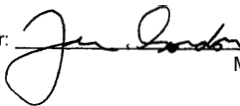
7. CLOTHING

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

DATED AT SUDBURY, ONTARIO THIS 13th DAY OF October, 2000.


**THE CORPORATION OF THE CITY
OF SUDBURY**

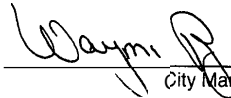
**SUDBURY PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**

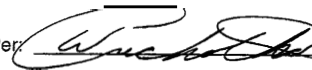
Per:  Mayor

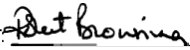
Per:  President

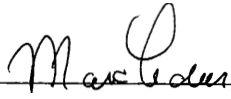
Per:  Clerk

Per:  Secretary

Per:  City Manager

Per: 

Per: 

Per: 

Per: 

Per: _____

Per: _____