

AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

THE THUNDER BAY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

FROM: JANUARY 1, 2001

TO: DECEMBER 31, 2003

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THIS AGREEMENT made and entered into this _____th day of _____, 2002.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

hereinafter referred to as the "Corporation"

OF THE FIRST PART

- AND -

THE THUNDER BAY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

hereinafter referred to as the "Association"

OF THE SECOND PART

Article I - Purpose

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

Article II - Recognition

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

Article III - Definitions

Article V - Discrimination - Continued

3.01 "Fire Fighter" shall mean those full time Fire Fighters holding classifications listed in Schedule "A" attached hereto, employed by the Corporation of the City of Thunder Bay.

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

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

3.02 "Gender Clause" For the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice versa as applicable.

Article IV - Membership and Dues Check-Off

4.01 All Fire Fighters employed by the Corporation within the Fire Department covered by this Agreement who are now members of the Association in good standing, and all new Fire Fighters will become members of the Thunder Bay Professional Fire Fighters Association.

4.02 The Corporation agrees to immediately deduct Association Dues from the salaries of each member and transmit same to the Financial Secretary of the Association.

Article V - Discrimination

5.01 The Corporation and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of a

Article VI - Management Rights - Continued

Fire Fighter's membership or non-membership in the Association or due to their activities or non-activities on behalf of the Association.

Article VI - Management Rights

6.01 The Association recognizes and acknowledges that it is the function of the Corporation to:

- (a) maintain order, discipline and efficiency and to establish and enforce rules and regulations and generally to govern the conduct of Fire Fighters;
- (b) hire, promote, demote, classify, transfer, suspend and rehire Fire Fighters, and to discipline or discharge any Fire Fighter for cause, provided that a claim by a Fire Fighter who has acquired seniority, that he or she has been discharged, or disciplined without cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by Fire Fighters;
- (d) operate and manage the Fire Department in all respects in accordance with its commitments and responsibilities, and without restricting the generality of the foregoing, in the organization of the Fire Department, the equipment to be used, the methods to be employed, the services to be rendered, the number of Fire Fighters to be employed and all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the

Article VII - Grievance Procedure - Continued

express provisions of this Agreement.

Article VII - Grievance Procedure

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

All time frames referred to in Article 7 Grievance Procedure may be extended by mutual written agreement of the parties.

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

7.03 Step No. 1

The aggrieved Fire Fighter shall present the grievance in writing to Association's Grievance Committee. The Association's Grievance Committee shall thereupon review the grievance with the aggrieved Fire Fighter, and:

- a) withdraw the grievance; or
- b) submit the grievance, in writing to the Deputy Fire Chief or Designate. The Deputy Fire Chief or Designate shall convene a hearing with the Association and the Grievor(s) and if requested by either party, the Manager of Human Resources or Designate within thirty (30) working days of his/her receipt of the grievance. The Deputy Fire Chief or Designate shall give a decision within five (5) working days of the hearing. If the Deputy Fire Chief's or Designate's decision is not satisfactory to the Association's Grievance Committee, then the grievance may be presented to Step 2. (If the grievance directly

Article VII - Grievance Procedure - Continued

involves the Deputy Fire Chief, then the grievance may be referred immediately to Step 2)

Step No. 2

Within five (5) working days after the decision is given at Step No. 1, the Association's Grievance Committee may present the grievance in writing to the Fire Chief. The Fire Chief shall convene a hearing with the Association and the Grievor(s) and if requested by either party the Manager - Human Resources or designate. The Fire Chief shall render a decision in writing within ten (10) working days following the date of the hearing. If a

settlement satisfactory to the Association's Grievance Committee is not reached, then the grievance may be presented to Step No. 3.

Step No. 3

If the final settlement of the grievance is not reached at Step No. 2, then the Association's Grievance Committee may within five (5) working days following the decision at Step No. 2, withdraw the grievance or submit the grievance in writing to the City Manager. The City Manager or Designate shall convene a hearing with the Association and the Grievor(s), Fire Chief and if requested by either party the Manager of Human Resources or designate. The City Manager or Designate shall render a decision in writing within ten (10) working days following the date of the hearing.

7.04 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Single Arbitrator as provided in Article VIII below at any time within ten (10) calendar days after the decision is given under Step No. 3, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.

Article VIII - Arbitration - Continued

- 7.05 Any grievance instituted by the Corporation may be referred in writing to the Recording Secretary of the Association within seven (7) working days of the occurrence of the circumstances giving rise to the grievance and the appropriate Association Committee shall meet within five (5) working days thereof with the Fire Chief, and/or the Deputy Fire Chief to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, as outlined in Step No. 3 of the Grievance Procedure.
- 7.06 In calculating working days with respect to grievance procedure, Saturdays, Sundays and recognized holidays shall not be included.
- 7.07 An Association policy grievance, which is defined as an alleged violation of this Agreement, concerning two (2) or more Fire Fighters in the bargaining unit, may be lodged by the Chairman of the Grievance Committee in writing with the Deputy Fire Chief at Step No. 1 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of a Fire Fighter.

Article VIII - Arbitration

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

Article X - No Strikes - No Lockouts - Continued

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

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

Article IX - Discharge and Disciplinary Cases

9.01 A claim by a Fire Fighter who has completed the probationary period that he or she has been discharged or disciplined without cause, or a claim by a Fire Fighter who has not passed the probationary period that he or she has been disciplined without cause, or discharged for being unsuitable, shall in both instances be treated as a grievance if a written statement of such grievance is lodged with the Fire Chief at Step No. 2 of the grievance procedure in accordance with the Fire Department's Act.

Such special grievances may be settled by:

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

Article X - No Strikes - No Lockouts

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

Article XII - Hours of Work - Continued

Article XI - Wages

- 11.01 Schedule "A" hereto headed Salaries and Classifications is hereby made a part of this Agreement.
- 11.02 Any Fire Fighter below the rank of Officer who acts in the capacity of an Officer covered by this Agreement shall receive the wages of such Officer for the time acted in that capacity.
- 11.03 Any Officer acting in the capacity of a higher Officer covered by this Agreement shall receive the wages of such Officer for the time acted in that capacity.
- 11.04 The Director of Apparatus & Equipment Maintenance Division shall be paid at the rate of time and one-half (1½) of his or her hourly rate for any overtime worked relating to his or her craft.
- 11.05 The classification of 4th Class to 1st Class Fire Fighter may include the position of Mechanic.
- 11.06 Fire Fighters shall be paid their bi-weekly rate listed in Schedule "A" once every two weeks.

Overtime, acting pay and all other monies earned by a Fire Fighter in any month, shall be paid to the Fire Fighter on the second payday of the month following.

Article XII - Hours of Work

Article XII - Hours of Work - Continued

12.01 Hours of work for Fire Fighters of the Thunder Bay Fire Department shall be in accordance with the Fire Department's Act.

For one (1) platoon in day time ten (10) consecutive hours on duty followed immediately by fourteen (14) consecutive hours off duty and for the other platoon in the night time fourteen (14) consecutive hours on duty followed immediately by ten (10) consecutive hours off duty, and the platoons shall alternate at least every two (2) weeks from night work to day work and vice versa.

12.02 The required hours of work for all Fire Fighters assigned to fire fighting duties shall average forty-two (42) hours per week on a two (2) platoon system and tours of duty will consist of four (4) working days or four (4) working nights.

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

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

12.05 **Call Backs**

Each Fire Fighter who is called back to duty during off duty time shall receive time and one half (1½) for all time worked and shall be paid a minimum of three (3) hours at time and one half (1½).

12.06 **Overtime**

Each Fire Fighter who is required to work beyond his or her regularly scheduled shift shall be paid time and one-half (1½) for all time beyond one

Article XIII - Vacations With Pay - Continued

(1) hour at the change of shifts.

12.07 Fire Fighters may volunteer for extra duty while normally off duty subject to the approval of Management. If compensation is given to Fire Fighters for their time, such compensation will be:

- 1) Time off in lieu of; or
- 2) Pay at the rate of one and one-half times (1 1/2 X) their regular rate of pay.

The Fire Fighter shall have the option as to the method of pay.

Article XIII - Vacations With Pay

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

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

13.03 All Fire Fighters covered by this Agreement who have completed ten (10) years or more of continuous service will be entitled to four (4) tours of duty vacation with pay.

13.4 All Fire Fighters covered by this agreement who have completed fifteen (15) years or more of continuous service will be entitled to five (5) tours of duty vacation with pay.

13.5 All Fire Fighters covered by this Agreement who have completed twenty (20)

Article XIV - Statutory Holidays - Continued

years or more of continuous service will be entitled to six (6) tours of duty vacation with pay.

13.6 All Fire Fighters covered by this Agreement who have completed twenty-five (25) years or more of continuous service will be entitled to seven (7) tours of duty vacation with pay.

13.07 All Fire Fighters covered by this Agreement on termination of employment with less than one (1) year of service will be entitled to vacation with pay in accordance with the provisions of the Employment Standards Act. Vacations with pay for Fire Fighters with one (1) or more years of continuous service will be pro-rated.

Article XIV - Statutory Holidays

14.01 Each Fire Fighter assigned to Fire Fighting duties will receive twelve (12) shifts off duty with pay in lieu of Statutory Holidays, to be taken in three (3) blocks of four (4) shifts. Those Fire Fighters assigned to other than Fire Fighting duties shall receive Statutory Holidays as off duty days with pay.

14.02 Employees who are required to work on any of the Statutory Holidays listed below will receive their regular rate of pay for the day plus they will receive an additional one-half (1/2) shift off duty with pay. This lieu-time shall be taken at such time as may be mutually agreed. Statutory Holidays will include:

- | | |
|------------------|-------------|
| New Year's Day | Canada Day |
| Christmas Day | Labour Day |
| Civic Holiday | Good Friday |
| Thanksgiving Day | Boxing Day |

Article XV - Promotion and Seniority - Continued

Easter Sunday	Remembrance Day
Victoria Day	Easter Monday

- 14.3 Where a Fire Fighter's service commences or is terminated during the year, the Fire Fighter shall only be entitled to:
- 1) under Clause 14.01, to the days which have occurred within the period of employment for that year;
 - 2) under Clause 14.02, to the days which have been worked and occurred within the period of employment for that year.

Article XV - Promotion and Seniority

- 15.01 Seniority, as referred to in this Agreement, shall mean, unless otherwise specified, length of continuous service in the employ of the Fire Department.
- 15.02 A Fire Fighter will be considered on probation for the first year and will have no seniority rights during that period. After one (1) year's service, the Fire Fighter's seniority shall date back to the day on which employment began.
- 15.03 Seniority lists will be updated each twelve (12) months; a copy of the list will be posted in each station and a copy given to the Association.
- 15.04 All permanent vacancies in new classifications and in existing classifications shall be posted in the Fire Department for a period of one (1) week. Vacancies shall be filled in accordance with the Fire Department's Promotional Policy. In the filling of the vacancies, the Corporation shall not be limited to selecting Fire Fighters who have made application, but the Corporation shall be subject to the same limitations as set forth in Article XV, Clause 15.05 relating to cases of promotion. Nothing herein shall prevent

Article XV - Promotion and Seniority - Continued

the Corporation from hiring persons from outside the bargaining unit when no qualified Fire Fighter applies.

- 15.05 a) In all cases of promotion within the suppression and prevention divisions, such promotions will be made in accordance with the Thunder Bay Fire Department Promotional Policy, attached hereto as Appendix "A" and forming part of this collective agreement.

It is understood that, generally, the "Examinations" referred to within the Promotional Policy will examine an applicant's skill, competence, efficiency, training, experience, and general work record within the Fire Department.

- b) In all other cases of promotion within the bargaining unit, the following factors shall be considered:
- i) skill, competence, efficiency, training, experience and general work record within the Fire Department;
 - ii) medical assessment;
 - iii) seniority.

When in the judgement of the Corporation, factors (i) and (ii) are relatively equal, seniority by rank shall govern.

- c) A satisfactory medical assessment conducted in accordance with parts (a) and/or (b) above shall mean that the Fire Fighter is medically fit to perform the normal functions of the position, it being recognized that some Fire Fighters may have certain slight defects, but are otherwise medically fit to perform any job within the bargaining unit.

- 15.06 Seniority shall accumulate in the following circumstances only:

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

Article XV - Promotion and Seniority - Continued

(d) when actually at work for the Corporation.

15.7 Seniority shall terminate and a Fire Fighter shall cease to be employed by the Corporation when the Fire Fighter:

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

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

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

15.08 In the event that any Fire Fighter covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, but still within the Thunder Bay Fire Department, and is later placed in a position within the scope of this Agreement, the Fire Fighter shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity to a maximum of eighteen (18) months.

The parties agree that time limits specified may be extended by mutual agreement.

15.09 It shall be the duty of each Fire Fighter to notify the Corporation promptly of any change in address and phone number. If a Fire Fighter fails to do this,

Article XVIII - Leaves of Absence - Continued

the Corporation will not be responsible for failure of a notice to reach such Fire Fighter.

- 15.10 The seniority of Fire Fighters joining the Fire Department on the same day shall be determined by the Management of the Fire Department based on the marks received on the Fire Fighter's overall probationary assessment with the Fire Fighter with the highest assessment first; the lowest assessment last. The seniority list will be amended accordingly and forwarded to the Recording Secretary of the Association at completion of probationary period.

Article XVI - Lay-off Procedure

- 16.01 Should a lay-off or a consequent organizational demotion of a Fire Fighter or Fire Fighters be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, that seniority shall govern in the event of a lay-off or the organizational demotion of Fire Fighters. This will result in the last Fire Fighter to be hired being the first Fire Fighter to be laid off, in the case of Fire Fighters below an officer rank, and it will result in the last Fire Fighter to be promoted to an officer rank, being the first to be demoted. In the event of a recall, Fire Fighters shall be recalled in the reverse order of their respective seniority. Officers shall be restored to their respective former officer ranks in the reverse order of their demotion from those ranks, when organizational needs so dictate.
- 16.02 A Fire Fighter will be deemed to have resigned if, after layoff, the Fire Fighter fails to acknowledge his or her availability to report to work within five (5) days after notice of recall is issued (excluding Saturday, Sunday, and recognized holidays) and further, if the Fire Fighter fails to report for work

Article XVIII - Leaves of Absence - Continued

within ten (10) working days after notice of recall is issued.

Article XVII - Safety Equipment

- 17.01 (a) The Corporation shall observe all reasonable precautions for the safety of its Fire Fighters and will supply such safety equipment as it deems necessary. It is understood and agreed that such safety equipment will be up-dated where possible by purchase or modification.
- (b) All Fire Fighters shall use the safety equipment provided and will cooperate with the Corporation in the prevention of accidents.

17.2 Effective August 13, 2001

Fire Fighters will be required to wear CSA approved safety footwear with safety toe and puncture resistant sole at all times while on duty and the Corporation agrees to reimburse Fire Fighters purchasing same in an amount up to a maximum of eighty-five dollars (\$85.00) upon inspection as worn out or destroyed.

17.03 Effective no later than October 1, 1994, the Corporation agrees that all pumpers shall be manned with no fewer than four (4) full-time Fire Fighters.

Article XVIII - Leaves of Absence

- 18.01 The Corporation will grant leave of absence without pay if a Fire Fighter requests it in writing from the Corporation and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Fire Department.
- 18.02 The Corporation will grant leave of absence with pay to not more than two (2)

Article XVIII – Leaves of Absence - Continued

Fire Fighters to attend the Annual Convention of the Ontario Professional Fire Fighters Association provided that in the opinion of Management such leave does not unreasonably interfere with the efficient operation of the Fire Department.

18.03 It is agreed that the President and Recording Secretary of the Thunder Bay Professional Fire Fighters Association shall, at the discretion of the Corporation, be allowed time off from duty if required, to attend regular monthly or special meetings of the Association on the understanding that such time off will not be subject to the acting pay provisions as set forth in Article XI of the Collective Agreement.

18.04 Pregnancy and/or Parental Leaves without pay will be granted upon request, in accordance with the Employment Standards Act.

18.5 A Fire Fighter injured, as a result of an automobile accident and receiving insurance benefits for income replacement purposes will be granted a leave of absence, if the Fire Fighter so requests, for the period of time that the Fire Fighter is collecting income replacement insurance or twenty-four (24) months whichever is the shorter, during which time the Fire Fighter will continue to receive full benefits outlined in Article XIX and accumulate full seniority.

18.6 Leave for Bargaining Committee

The Corporation recognizes an Association collective bargaining committee consisting of five (5) Association members who are employed as Fire Fighters of the Corporation.

In the case of Fire Fighters who are scheduled to work the night shift immediately prior to or following a negotiating session which extends beyond four (4) hours, such night shift will be provided as time off with pay.

Article XVIII – Leaves of Absence - Continued

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

- 19.01 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering the benefits under the Semi-Private ward accommodation for all Fire Fighters on the payroll commencing on the first day of the seventh (7th) month of employment.
- 19.02 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums for basic Group Life Insurance coverage in the amount of two (2) times annual salary adjusted to the next multiple of one thousand dollars (\$1,000), if not already a multiple thereof, and for four (4) times annual salary for Accidental Loss of Life, with pro rata coverage for Dismemberment or Loss of Use, due to injury, for each Fire Fighter eligible to join, all as per the regulations of the Plans, effective on the first day of the thirteenth (13th) month of employment, and for retired employees in the amount of two thousand dollars (\$2,000.00) at retirement, reducing to one thousand dollars (\$1,000.00) at age sixty-five (65). Benefits for disabled Fire Fighters will be frozen at the level of coverage in effect immediately prior to the onset of the disability.
- 19.03 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering Blue Cross Extended Health Care Plan on the basis of \$25.00 - \$50.00 deductible, or its equivalent for all Fire Fighters covered by this agreement.
- 19.4 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering Blue Cross Dental Plan Number 9 or its equivalent at the previous year's O.D.A. Schedule of Fees each year, e.g. 1989 O.D.A. Schedule in 1990.

Effective January 1, 2003

The Corporation agrees to contribute to the costs for replacement or repair of dentures for an employee on a 50/50 shared basis up to a maximum of

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

three hundred dollars (\$300.00) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enroll in the plan.

Note: For the purpose of clarification, it is understood the term “dentures”, applies to full dentures (i.e. full upper or full lower plates) which should not be construed to mean partials or bridges or crowns or braces etc...

19.05 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering Blue Cross Extended Health Care Plan. For information purposes, the current rider provides for the reimbursement for base paramedical coverage (physiotherapists, masseurs, certified speech therapists, and clinical psychologist) – maximum of three hundred dollars (\$300.00) per class per year per person (fire fighter, spouse and dependant children) and paramedical supplement care (chiropractor, osteopath, chiropodist, podiatrist, naturopath) – fifteen dollars (\$15.00) per visit – maximum of twenty (20) visits per service per year per person including chiropractic x-rays to a maximum cost of twenty-five dollars (\$25.00) per person per calendar year.

19.6 In lieu of the unemployment insurance premium rebate for sick leave plan provisions, the Corporation shall contribute to one hundred percent (100%) of the billed premiums for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs, and contact lenses) up to a total amount of one hundred and fifty dollars (\$150.00) per person (Fire Fighter, spouse, and dependent children) in any period within twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included.

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

- 19.07 The Corporation will provide without cost to retirees the benefits of Clause 19.01, 19.02, 19.03, 19.04 and 19.05 from retirement after December 31, 1983, and Clause 19.06 from retirement after December 31, 1985, to age sixty-five (65). No retiree benefits as per Clauses 19.01, 19.02, 19.03, 19.04, 19.05 and 19.06 will be paid where similar benefits are provided by a subsequent employer.
- 19.08 Widows'/Widowers' and survivors' benefits will be provided as provided for in the Corporation's Policy AH-08-05 amended 1988.
- 19.09 All Fire Fighters, as a condition of employment, shall participate in the above plans and will be subject to the following conditions:
- (a) are eligible to enroll under the regulations of the aforesaid plans;
 - (b) the provisions of these plans shall not apply to a Fire Fighter when a Fire Fighter resigns; is laid off; is discharged; or, is on an extended leave of absence, (except if the leave is in accordance with Article XVIII, Clause 18.05).
- 19.10 If O.H.I.P. is re-introduced through legislation, as it existed on December 31, 1989; the Corporation will abide by the wording of the 1989 Collective Agreement.
- 19.11 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering Blue Cross Deluxe Family Medical Coverage or equivalent for while outside of Canada.
- 19.12 Any reduction in benefit coverage shall not be implemented until agreement has been reached between the Corporation and the Association.
- 19.13 The effective dates for coverage for all Fire Fighters covered by this Collective Agreement, for the benefits outlined in Article XIX shall be as follows:

Article XX - Sick Leave Plan - Continued

- 19.01 The first day of the seventh (7th) month of employment.
- 19.02 The first day of the thirteen (13th) month of employment.
- 19.03 The first day of the seventh (7th) month of employment.
- 19.04 The first day of the seventh (7th) month of employment.
- 19.05 The first day of the seventh (7th) month of employment.
- 19.06 The first day of the seventh (7th) month of employment.
- 19.11 The first day of the seventh (7th) month of employment.

Article XX - Sick Leave Plan

- 20.01 Fire Fighters, on being incapacitated for work through illness to the extent that the Fire Fighter is unable to perform his or her normal duties and not receiving benefits under the Workplace Safety and Insurance Act shall during the term of this Agreement receive full pay during such illness subject to the limitations and provisions as hereinafter provided except as provided as per Article XXXII, Clause 32.01 – Workplace Safety and Insurance.
- 20.02 Each Fire Fighter shall receive a gross sick pay credit of one and one-half (1½) days for each full calendar month worked by the Fire Fighter with the Corporation, such credits to be cumulative and effective from January 1, 1975. Credits should be cumulative as from the beginning of the first complete month after the commencement of duties. At the end of each month there shall be deducted from the cumulative sick pay credits of each Fire Fighter the actual number of working days during the preceding month with respect to which the Fire Fighter received full pay while absent from duty due to illness and/or those days used as a make-up provision under Article XXXII, Clause 32.01 – Workplace Safety and Insurance.
- 20.03 As soon as convenient after the first day of January in each year, the Human Resources Department or such other person who is in charge of the record

Article XX - Sick Leave Plan - Continued

of sick leave credit accounts, shall give or cause to be given, a statement of account to each Fire Fighter entitled to sick leave credits, which statement shall show the balance at the credit of such Fire Fighter at the commencement of the preceding year, the number of days absence charged to the Fire Fighter's account and the number of days credited thereto during such year, and the balance remaining at the Fire Fighter's credit at the end of such year. Any objection by any Fire Fighter to such statement must be filed in writing with the Human Resources Department within thirty (30) calendar days after delivery of the statement in person or by mailing, otherwise the Fire Fighter shall be deemed to have confirmed the accuracy thereof. Each Fire Fighter shall have the right to examine his or her own sick leave credit account in each year during the month of January.

20.04 A Fire Fighter who is absent from work on sick leave may be required, at the discretion of the Fire Chief, which shall not be unreasonably exercised, to provide a certificate from a qualified medical practitioner assessing the Fire Fighter's ability, on medical grounds, to perform any or all of the duties of the Fire Fighter's job, and indicating the expected date of return to work.

The physician's fees for preparing such certificate, shall, if required to be paid by the Fire Fighter, be reimbursed by the Corporation upon presentation of proof of payment.

20.05 Any amount of sick leave in excess of the number of days accrued in any year by a Fire Fighter entitled to sick leave credits shall be deducted from the Fire Fighter's previously accumulated sick leave credits. No deduction shall be made from the salary of any Fire Fighter of the Corporation in respect of an absence, which may be charged against the Fire Fighter's sick leave credits unless and until the duration of such absence exceeds such credit and then only in respect of such excess.

20.06 A Fire Fighter unable to report for duty due to illness or injury shall notify or

Article XXI - Condition of Employment - Continued

cause to be notified, the Deputy Chief, or Platoon Chief in charge of the shift, prior to the commencement of the tour of duty.

20.07 A Fire Fighter's reinstatement after sick leave will be conditional on the Fire Fighter supplying, when requested by the Fire Chief, a letter from a medical doctor outlining the nature of the illness or injury and the Fire Fighter's capability of performing his or her full duties.

20.08 Any Fire Fighter absent from duty due to injuries sustained while on duty and covered by the Workplace Safety Insurance Act, shall not have such absence deducted from his/her sick leave credits except as provided as per Article XXXII, Clause 32.01 – Workplace Safety and Insurance.

20.09 After ten (10) years or more of continuous service with the Corporation, a Fire Fighter, or his or her estate, shall be eligible for fifty percent of any unused sick pay credits or one-half year's salary, whichever is less, payable on termination, death, or retirement.

20.10 Whenever a Fire Fighter's days of illness exceed the Fire Fighter's cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

Article XXI - Condition of Employment

21.01 It shall be a condition of employment of every Fire Fighter during the whole of his/her employment that he/she shall maintain a telephone in his/her place of residence.

21.02 It is agreed that Fire Fighters covered by this Agreement will be required to

Article XXIV - Goodwill - Continued

have medical examinations at the discretion of the Corporation, but the results of such examinations will not result in a Fire Fighter's loss of employment in the Fire Department. It is further agreed that this provision will not become effective until such time as the mechanics affecting the application of same have been worked out between the parties.

Article XXII - Beds

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

Article XXIII - Vehicle Allowance

23.01 The Corporation shall compensate any Fire Fighter required to use his or her personal vehicle for Fire Department business, at a rate not less than that provided for by By-Law 136-1988.

Article XXIV - Goodwill

Article XXVII - Relief - Continued

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

Article XXV - Recreational Equipment

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

Article XXVI - References

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

Article XXVII - Relief

27.01 In the event that Fire Fighters shall be engaged in fighting a fire at the expiration of their regular shift, it shall be the duty of the Officer in charge to

Article XXIX - Uniforms - Continued

arrange for such Fire Fighters to be relieved as quickly as possible by Fire Fighters of the next shift.

Article XXVIII - Bereavement Leave

28.1 The Corporation shall grant a Bereavement leave with pay of up to three (3) consecutive days commencing from the date the employee receives notification of the death involving members of a Fire Fighter's Spouse, Father, Mother, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchildren, Step-father, Step-mother, and Step-children, provided that Management has been notified.

This clause will apply to Fire Fighters actively at work, or on vacation.

28.02 Up to an additional two (2) days leave with pay will be allowed by the Corporation as travelling time where the burial takes place outside the District of Thunder Bay provided such leave does not unreasonably interfere with the efficient operation of the Fire Department.

28.03 The Corporation may grant up to one (1) day leave with pay to attend the funeral of a close friend or of a relative not covered in Clause 28.01, provided the Fire Fighter concerned notifies and obtains approval of the Corporation. Any requested leave will be based on availability of staff.

Article XXIX - Uniforms

29.01 It is understood and agreed that the latest issue of fatigue clothing and dress

Article XXIX - Uniforms - Continued

clothing supplied by the Corporation shall become the property of the Fire Fighter.

The Corporation will supply to all Fire Fighters covered by this Agreement the following articles of clothing.

29.02 Dress clothing, which will only be worn on special occasions as approved by the Fire Chief, will be issued to a Fire Fighter who has completed the probationary period and thereafter issued as worn out or destroyed, as follows:

- One (1) tunic
- One (1) pair trousers
- One (1) white dress shirt with shoulder flashes
- One (1) summer uniform cap
- One (1) tie
- One (1) pair of white dress gloves
- One (1) lined burberry coat with flashes
- One (1) pea jacket with flashes

The Corporation retains the ability to make substitutions to the list as it sees fit to maintain uniform consistency.

29.03 Platoon Chiefs and all Non-Fire Suppression personnel to be issued every two (2) years or as specified:

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

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

- 1) One (1) fatigue uniform consisting of a lined wash and wear jacket with flashes and four (4) pair wash and wear trousers;

Article XXX – Service Pay - Continued

- 2) Four (4) wash and wear fatigue shirts;
- 3) Officers - Captain and above, to be issued four (4) wash and wear light blue shirts with flashes;
- 4) Current fatigue clothing to be replaced or repaired if damaged on duty;
- 5) Style and material of fatigue clothing issued to be for a four (4) year period;
- 6) The Association will have input as to the specifications of all clothing issued to Fire Fighters;
- 7) The current issue of clothing will be worn by Fire Fighters.

When a standard is set down for "station wear" it will be implemented.

29.05 Fire Fighting equipment and protective Fire Fighting clothing - to be replaced only as required with the proviso that the former issue is returned and that the new issue continues to remain the property of the Corporation.

- 1) One (1) fire helmet conforming to Ontario Regulation 125-83;
- 2) One (1) set turnout clothing (jacket, pant, suspenders);
- 3) One (1) folding spanner wrench;
- 4) One (1) pair knee length boots;
- 5) One (1) pair protective hand wear.
- 6) One nomex hood.

All Fire Fighters covered by this Collective Agreement will be issued turn-out clothing that meet or exceed C.G.S.B. 155.1 - M/88.

29.6 The Corporation will pay for the dry cleaning of any uniform or clothing of any Fire Fighter soiled in the course of duty. Fire Fighters will be issued one (1) book of eighteen (18) vouchers annually to cover the dry cleaning of any two (2) pieces of clothing.

Article XXX - Service Pay

30.01 Service Pay shall be paid to all Fire Fighters covered by this Agreement with a minimum of five (5) years of continuous service on the basis of seventy-five

Article XXXII – Workplace Safety and Insurance - Continued

dollars (\$75.00) per annum after five (5) years of continuous service to be increased in increments of seventy-five dollars (\$75.00) per annum for each additional five (5) years of continuous service thereafter until retirement.

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

Article XXXI - Training Courses

- 31.1 All Fire Fighters shall be required to attend any course designated by the Management of the Fire Department in accordance with the Fire Department's promotional policy.
- 31.02 (a) Travel time to and from required courses outside the City of Thunder Bay shall be compensated to the Fire Fighter in time off.
- (b) Costs of travel to and from required courses outside the City of Thunder Bay shall be covered by the Corporation subject to approval of the method of travel (i.e. drive or fly) by the Fire Chief.
- 31.03 Any Fire Fighter authorized to attend Training Courses at the Ontario Fire College shall be provided with one hundred dollars (\$100.00) per week out-of-pocket expenses.
- 31.04 The Corporation agrees to pay for the return air fare from the place of Fire Fighter schooling to Thunder Bay return, after three (3) weeks of Fire Fighter schooling.

Article XXXII – Workplace Safety and Insurance

Article XXXIII - Pension Plan - Continued

- 32.01 The Corporation will pay through Payroll to Fire Fighters qualified to receive Workplace Safety and Insurance benefits (WSIB), one hundred percent (100%) of regular wages, one and one-half (1½) vested sick leave credits will be used per bi-weekly pay period, for the first twenty-four (24) months of claim.
- 32.02 After twenty-four (24) months, Workplace Safety and Insurance benefits will be paid direct from Workplace Safety and Insurance Board offices. Any other arrangement regarding the status of the Fire Fighter and the payment of vested sick leave credits will be reached between the Corporation, the Fire Fighter and the Association. Each case will be based on its own merits.
- 32.03 Should a WSIB claim be denied, the Fire Fighter may revert to sick leave coverage as per Article XX and all WSIB advances will be charged to that Fire Fighter's account.
- 32.04 The Corporation will provide benefits as outlined in Article XIX and Article XXXIII of the Collective Agreement for those Fire Fighters receiving Workplace Safety and Insurance benefits and not gainfully employed for a period of twenty-four (24) months.

Benefits to continue until eligible for retirement pension without penalty (currently age fifty (50) with thirty (30) years service) or until other similar employer coverage is available to the Fire Fighter or spouse, and in return the Fire Fighter will apply for the O.M.E.R.S. waiver of contributions benefit effective as per the O.M.E.R.S. regulations (currently the first day of the fifth month).

Article XXXIII - Pension Plan

Article XXXV - Protection - Continued

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

Article XXXIV- Rules and Regulations

- 34.01 All Fire Fighters and Probationers shall be governed by the Rules and Regulations of the Fire Department as established and published by the Corporation from time to time, with prior notice and discussion with the Association; and where such Rules and Regulations are in conflict with the provisions of this Agreement, the provisions of this Agreement shall apply.

Article XXXV - Protection

Article XXXVI - Technological Change - Continued

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

Article XXXVI - Technological Change

- 36.01 At least ninety (90) days prior to the introduction or implementation of technological change or new methods of operation which will result in the displacement or lay-off of any Fire Fighter, the Corporation shall provide written notice, furnish the Association with full information of the planned change or methods and their effect on the Fire Fighters. As

Article XL - Time Owing - Continued

soon as reasonably practicable, following such notice and before implementing the changes, the Corporation will meet with the Association representatives to discuss the implications of the proposed changes.

36.02 If agreement has not been reached within 15 days after the meeting between the Corporation and Representatives of the Association of the effects of the change or changes on any Fire Fighter, either party may submit any outstanding issue to a Single Arbitrator which shall be constituted in the manner provided for by Section 7 Subsection # 5 of the Fire Department's Act, R.S.O. 1980, as amended. The time limits provided in Section 7 shall apply. The Single Arbitrator shall have full remedial powers to deal with any unresolved issue.

36.03 No change shall be made in the employment status of any Fire Fighter consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Single Arbitrator has issued its award.

Article XXXVII - Work Customarily Performed By Employees

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

Article XXXVIII - Court Time

Article XLI - Termination - Continued

38.1 A Fire Fighter who attends any court, inquest or tribunal, including any hearing or inquiry conducted by or at the request of the Fire Marshall, during off-duty hours, arising as a result of his or her duties as a Fire Fighter for the Corporation, shall be paid at the rate of time and one – half (1 1/2X) the regular rate for all hours spent in attendance. Witness fees for such attendances paid or payable to a Fire Fighter shall be accounted for and paid to the Corporation.

38.2 In the event that a Fire Fighter is called to attend any court, inquest or tribunal, including any hearing or inquiry conducted by or at the request of the Fire Marshall during on-duty hours, arising as a result of his or her duties as a Fire Fighter for the Corporation, the Fire Fighter will be granted time off for those hours spent in attendance and will suffer no loss in regular pay. Witness fees for such attendance paid or payable to a Fire Fighter shall be accounted for and paid to the Corporation.

Article XXXIX - Retirement

39.1 The Corporation and the Association agree that all Fire Fighters will retire no later than on the first day of the month following the month in which they reach sixty (60) years of age.

Article XL - Time Owing

40.01 All time owing days earned in the previous calendar year shall be taken by a Fire Fighter, no later than June 30th of the following year. After that date they shall be paid out.

Article XLI - Termination

41.01 Except as otherwise stated herein, this Agreement shall be deemed to have come in force on the 1st day of January, 2001, and shall remain in force until the 31st day of December, 2003, and thereafter it shall be automatically renewed each year only without change, unless either Party gives notice in writing to the other Party of its desire to revise or amend this Agreement. Such notice not to be given earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date. The Parties shall submit to each other within forty-five (45) days following the date of notice, drafts of their proposed changes or amendments to the Agreement and negotiations between the parties shall begin within fifteen (15) days following the exchange of drafts. If pursuant to such negotiations, an agreement on the revision or amendment is not reached prior to the current expiration date, this Agreement shall remain in full force and effect after such expiration date. The time limits fixed in this termination procedure may be extended by consent of the Parties to this Agreement in writing.

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

THE CORPORATION OF THE
CITY OF THUNDER BAY

THUNDER BAY PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

(MAYOR)

Article XLI - Termination - Continued

(CITY CLERK)

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Article XLI - Termination - Continued

**SCHEDULE A
SALARIES AND CLASSIFICATIONS
JANUARY 1, 2001 TO DECEMBER 31, 2001
SHEET #1**

CLASSIFICATION	01-Jan-01	
Platoon Chief (133% of 1st Class)	\$77,656.04	Annual
	\$2,986.77	Bi-weekly (26)
	\$426.68	Daily (182)
	\$35.5568	Hourly (2184)
Director of Training Director of Apparatus & Equipment Maintenance Director of Prevention Director of Administration (128% of 1st Class)	\$74,736.64	Annual
	\$2,874.49	Bi-weekly (26)
	\$287.45	Daily (260)
	\$35.9311	Hourly (2080)
Captain Fire Fighter (115% of 1st Class)	\$67,146.20	Annual
	\$2,582.55	Bi-weekly (26)
	\$368.94	Daily (182)
	\$30.7446	Hourly (2184)
Captain Fire Prevention Captain Training Officer (115% of 1st Class)	\$67,146.20	Annual
	\$2,582.55	Bi-weekly (26)
	\$258.25	Daily (260)
	\$32.2818	Hourly (2080)
Maintenance Technician (SCBA) (105% of 1st Class)	\$61,307.40	Annual
	\$2,357.98	Bi-weekly (26)
	\$336.85	Daily (182)
	\$28.0712	Hourly (2184)
Fire Prevention Officer 1st Class (105% of 1st Class)	\$ 61,307.40	Annual
	\$2,357.98	Bi-weekly (26)
	\$235.80	Daily (260)
	\$29.4747	Hourly (2080)
Fire Fighter 1st Class	\$58,388.00	Annual
	\$2,245.69	Bi-weekly (26)
	\$320.81	Daily (182)
	\$26.7344	Hourly (2184)
Mechanic	\$58,388.00	Annual
	\$2,245.69	Bi-weekly (26)
	\$224.57	Daily (260)
	\$28.0712	Hourly (2080)

Article XLI - Termination - Continued

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED BEFORE JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2001 TO DECEMBER 31, 2001
SHEET #2**

CLASSIFICATION	01-Jan-01		
Fire Fighter 2nd Class (89% of 1st Class)	\$51,965.32	Annual	
	\$1,998.67	Bi-weekly	'(26)
	\$285.52	Daily	'(182)
	\$23.7936	Hourly	'(2184)
Fire Prevention Officer 2nd Class (89% of 1st Class)	\$51,965.32	Annual	
	\$1,998.67	Bi-weekly	(26)
	\$199.87	Daily	(260)
	\$24.9833	Hourly	(2080)
Fire Fighter 3rd Class (78% of 1st Class)	\$45,542.64	Annual	
	\$1,751.64	Bi-weekly	'(26)
	\$250.23	Daily	'(182)
	\$20.8529	Hourly	'(2184)
Fire Prevention Officer 3rd Class (78% of 1st Class)	\$45,542.64	Annual	
	\$1,751.64	Bi-weekly	(26)
	\$175.16	Daily	(260)
	\$21.8955	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (67% of 1st Class)	\$39,119.96	Annual	
	\$1,504.61	Bi-weekly	'(26)
	\$214.94	Daily	'(182)
	\$17.9121	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months 60% of 1st Class)	\$35,032.80	Annual	
	\$1,347.42	Bi-weekly	'(26)
	\$192.49	Daily	'(182)
	\$16.0407	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (67% of 1st Class)	\$39,119.96	Annual	
	\$1,504.61	Bi-weekly	(26)
	\$150.46	Daily	(260)
	\$18.8077	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (60% of 1st Class)	\$35,032.80	Annual	
	\$1,347.42	Bi-weekly	(26)
	\$134.74	Daily	(260)
	\$16.8427	Hourly	(2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED AFTER JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2001 TO DECEMBER 31, 2001
SHEET #3**

CLASSIFICATION	01-Jan-01		
Fire Fighter 2nd Class (80% of 1st Class)	\$46,710.40	Annual	
	\$1,796.55	Bi-weekly	'(26)
	\$256.65	Daily	'(182)
	\$21.3875	Hourly	'(2184)
Fire Prevention Officer 2nd Class (80% of 1st Class)	\$46,710.40	Annual	
	\$1,796.55	Bi-weekly	(26)
	\$179.66	Daily	(260)
	\$22.4569	Hourly	(2080)
Fire Fighter 3rd Class (66% of 1st Class)	\$38,536.08	Annual	
	\$1,482.16	Bi-weekly	'(26)
	\$211.74	Daily	'(182)
	\$17.6447	Hourly	'(2184)
Fire Prevention Officer 3rd Class (66% of 1st Class)	\$38,536.08	Annual	
	\$1,482.16	Bi-weekly	(26)
	\$148.22	Daily	(260)
	\$18.5270	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (55% of 1st Class)	\$32,113.40	Annual	
	\$1,235.13	Bi-weekly	'(26)
	\$176.45	Daily	'(182)
	\$14.7039	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months (52% of 1st Class)	\$30,361.76	Annual	
	\$1,167.76	Bi-weekly	'(26)
	\$166.82	Daily	'(182)
	\$13.9019	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (55% of 1st Class)	\$32,113.40	Annual	
	\$1,235.13	Bi-weekly	(26)
	\$123.51	Daily	(260)
	\$15.4391	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (52% of 1st Class)	\$30,361.76	Annual	
	\$1,167.76	Bi-weekly	(26)
	\$116.78	Daily	(260)
	\$14.5970	Hourly	(2080)

Article XLI - Termination - Continued

**SCHEDULE A
SALARIES AND CLASSIFICATIONS
JANUARY 1, 2002 TO DECEMBER 31, 2002
SHEET #1**

CLASSIFICATION	01-Jan-02		
Platoon Chief (133% of 1st Class)	\$79,597.84	Annual	
	\$3,061.46	Bi-weekly	(26)
	\$437.35	Daily	(182)
	\$36.4459	Hourly	(2184)
Director of Training Director of Apparatus & Equipment Maintenance Director of Prevention Director of Administration (128% of 1st Class)	\$76,605.44	Annual	
	\$2,946.36	Bi-weekly	(26)
	\$294.64	Daily	(260)
	\$36.8295	Hourly	(2080)
Captain Fire Fighter (115% of 1st Class)	\$68,825.20	Annual	
	\$2,647.12	Bi-weekly	(26)
	\$378.16	Daily	(182)
	\$31.5134	Hourly	(2184)
Captain Fire Prevention Captain Training Officer (115% of 1st Class)	\$68,825.20	Annual	
	\$2,647.12	Bi-weekly	(26)
	\$264.71	Daily	(260)
	\$33.0890	Hourly	(2080)
Maintenance Technician (SCBA) (105% of 1st Class)	\$62,840.40	Annual	
	\$2,416.94	Bi-weekly	(26)
	\$345.28	Daily	(182)
	\$28.7731	Hourly	(2184)
Fire Prevention Officer 1st Class (105% of 1st Class)	\$62,840.40	Annual	
	\$2,416.94	Bi-weekly	(26)
	\$241.69	Daily	(260)
	\$30.2117	Hourly	(2080)
Fire Fighter 1st Class	\$59,848.00	Annual	
	\$2,301.85	Bi-weekly	(26)
	\$328.84	Daily	(182)
	\$27.4029	Hourly	(2184)
Mechanic	\$59,848.00	Annual	
	\$2,301.85	Bi-weekly	(26)
	\$230.18	Daily	(260)
	\$28.7731	Hourly	(2080)

Article XLI - Termination - Continued

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED BEFORE JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2002 TO DECEMBER 31, 2002
SHEET #2**

CLASSIFICATION	01-Jan-02		
Fire Fighter 2nd Class (89% of 1st Class)	\$53,264.72	Annual	
	\$2,048.64	Bi-weekly	'(26)
	\$292.66	Daily	'(182)
	\$24.3886	Hourly	'(2184)
Fire Prevention Officer 2nd Class (89% of 1st Class)	\$53,264.72	Annual	
	\$2,048.64	Bi-weekly	(26)
	\$204.86	Daily	(260)
	\$25.6080	Hourly	(2080)
Fire Fighter 3rd Class (78% of 1st Class)	\$46,681.44	Annual	
	\$1,795.44	Bi-weekly	'(26)
	\$256.49	Daily	'(182)
	\$21.3743	Hourly	'(2184)
Fire Prevention Officer 3rd Class (78% of 1st Class)	\$46,681.44	Annual	
	\$1,795.44	Bi-weekly	(26)
	\$179.54	Daily	(260)
	\$22.4430	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (67% of 1st Class)	\$40,098.16	Annual	
	\$1,542.24	Bi-weekly	'(26)
	\$220.32	Daily	'(182)
	\$18.3600	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months 60% of 1st Class)	\$35,908.80	Annual	
	\$1,381.11	Bi-weekly	'(26)
	\$197.30	Daily	'(182)
	\$16.4418	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (67% of 1st Class)	\$40,098.16	Annual	
	\$1,542.24	Bi-weekly	(26)
	\$154.22	Daily	(260)
	\$19.2780	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (60% of 1st Class)	\$35,908.80	Annual	
	\$1,381.11	Bi-weekly	(26)
	\$138.11	Daily	(260)
	\$17.2638	Hourly	(2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED AFTER JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2002 TO DECEMBER 31, 2002
SHEET #3**

CLASSIFICATION	01-Jan-02		
Fire Fighter 2nd Class	\$47,878.40	Annual	
(80% of 1st Class)	\$1,841.48	Bi-weekly	'(26)
	\$263.07	Daily	'(182)
	\$21.9223	Hourly	'(2184)
Fire Prevention Officer 2nd Class	\$47,878.40	Annual	
(80% of 1st Class)	\$1,841.48	Bi-weekly	(26)
	\$184.15	Daily	(260)
	\$23.0185	Hourly	(2080)
Fire Fighter 3rd Class	\$39,499.68	Annual	
(66% of 1st Class)	\$1,519.22	Bi-weekly	'(26)
	\$217.03	Daily	'(182)
	\$18.0859	Hourly	'(2184)
Fire Prevention Officer 3rd Class	\$39,499.68	Annual	
(66% of 1st Class)	\$1,519.22	Bi-weekly	(26)
	\$151.92	Daily	(260)
	\$18.9902	Hourly	(2080)
Fire Fighter 4th Class	\$32,916.40	Annual	
2nd Six Months	\$1,266.02	Bi-weekly	'(26)
(55% of 1st Class)	\$180.86	Daily	'(182)
	\$15.0716	Hourly	'(2184)
Fire Fighter 4th Class	\$31,120.96	Annual	
1st Six Months	\$1,196.96	Bi-weekly	'(26)
(52% of 1st Class)	\$170.99	Daily	'(182)
	\$14.2495	Hourly	'(2184)
Fire Prevention Officer 4th Class	\$32,916.40	Annual	
2nd Six Months	\$1,266.02	Bi-weekly	(26)
(55% of 1st Class)	\$126.60	Daily	(260)
	\$15.8252	Hourly	(2080)
Fire Prevention Officer 4th Class	\$31,120.96	Annual	
1st Six Months	\$1,196.96	Bi-weekly	(26)
(52% of 1st Class)	\$119.70	Daily	(260)
	\$14.9620	Hourly	(2080)

Article XLI - Termination - Continued

**SCHEDULE A
SALARIES AND CLASSIFICATIONS
JANUARY 1, 2003 TO JUNE 30, 2003
SHEET #1**

CLASSIFICATION	01-Jan-03	
Platoon Chief (133% of 1st Class)	\$80,792.18	Annual
	\$3,107.39	Bi-weekly (26)
	\$443.91	Daily (182)
	\$36.9928	Hourly (2184)
Director of Training Director of Apparatus & Equipment Maintenance Director of Prevention Director of Administration (128% of 1st Class)	\$77,754.88	Annual
	\$2,990.57	Bi-weekly (26)
	\$299.06	Daily (260)
	\$37.3822	Hourly (2080)
Captain Fire Fighter (115% of 1st Class)	\$69,857.90	Annual
	\$2,686.84	Bi-weekly (26)
	\$383.83	Daily (182)
	\$31.9862	Hourly (2184)
Captain Fire Prevention Captain Training Officer (115% of 1st Class)	\$69,857.90	Annual
	\$2,686.84	Bi-weekly (26)
	\$268.68	Daily (260)
	\$33.5855	Hourly (2080)
Maintenance Technician (SCBA) (105% of 1st Class)	\$63,783.30	Annual
	\$2,453.20	Bi-weekly (26)
	\$350.46	Daily (182)
	\$29.2048	Hourly (2184)
Fire Prevention Officer 1st Class (105% of 1st Class)	\$63,783.30	Annual
	\$2,453.20	Bi-weekly (26)
	\$245.32	Daily (260)
	\$30.6650	Hourly (2080)
Fire Fighter 1st Class	\$60,746.00	Annual
	\$2,336.38	Bi-weekly (26)
	\$333.77	Daily (182)
	\$27.8141	Hourly (2184)
Mechanic	\$60,746.00	Annual
	\$2,336.38	Bi-weekly (26)
	\$233.64	Daily (260)
	\$29.2048	Hourly (2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED BEFORE JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2003 TO JUNE 30, 2003
SHEET #2**

CLASSIFICATION	01-Jan-03		
Fire Fighter 2nd Class (89% of 1st Class)	\$54,063.94	Annual	
	\$2,079.38	Bi-weekly	'(26)
	\$297.05	Daily	'(182)
	\$24.7546	Hourly	'(2184)
Fire Prevention Officer 2nd Class (89% of 1st Class)	\$54,063.94	Annual	
	\$2,079.38	Bi-weekly	(26)
	\$207.94	Daily	(260)
	\$25.9923	Hourly	(2080)
Fire Fighter 3rd Class (78% of 1st Class)	\$47,381.88	Annual	
	\$1,822.38	Bi-weekly	'(26)
	\$260.34	Daily	'(182)
	\$21.6950	Hourly	'(2184)
Fire Prevention Officer 3rd Class (78% of 1st Class)	\$47,381.88	Annual	
	\$1,822.38	Bi-weekly	(26)
	\$182.24	Daily	(260)
	\$22.7798	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (67% of 1st Class)	\$40,699.82	Annual	
	\$1,565.38	Bi-weekly	'(26)
	\$223.63	Daily	'(182)
	\$18.6354	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months (60% of 1st Class)	\$36,447.60	Annual	
	\$1,401.83	Bi-weekly	'(26)
	\$200.26	Daily	'(182)
	\$16.6885	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (67% of 1st Class)	\$40,699.82	Annual	
	\$1,565.38	Bi-weekly	(26)
	\$156.54	Daily	(260)
	\$19.5672	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (60% of 1st Class)	\$36,447.60	Annual	
	\$1,401.83	Bi-weekly	(26)
	\$140.18	Daily	(260)
	\$17.5229	Hourly	(2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED AFTER JANUARY 1, 2000
FOR THE PERIOD JANUARY 1, 2003 TO JUNE 30, 2003
SHEET #3**

CLASSIFICATION	01-Jan-03		
Fire Fighter 2nd Class (80% of 1st Class)	\$48,596.80	Annual	
	\$1,869.11	Bi-weekly	'(26)
	\$267.02	Daily	'(182)
	\$22.2513	Hourly	'(2184)
Fire Prevention Officer 2nd Class (80% of 1st Class)	\$48,596.80	Annual	
	\$1,869.11	Bi-weekly	(26)
	\$186.91	Daily	(260)
	\$23.3638	Hourly	(2080)
Fire Fighter 3rd Class (66% of 1st Class)	\$40,092.36	Annual	
	\$1,542.01	Bi-weekly	'(26)
	\$220.29	Daily	'(182)
	\$18.3573	Hourly	'(2184)
Fire Prevention Officer 3rd Class (66% of 1st Class)	\$40,092.36	Annual	
	\$1,542.01	Bi-weekly	(26)
	\$154.20	Daily	(260)
	\$19.2752	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (55% of 1st Class)	\$33,410.30	Annual	
	\$1,285.01	Bi-weekly	'(26)
	\$183.57	Daily	'(182)
	\$15.2978	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months (52% of 1st Class)	\$31,587.92	Annual	
	\$1,214.92	Bi-weekly	'(26)
	\$173.56	Daily	'(182)
	\$14.4633	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (55% of 1st Class)	\$33,410.30	Annual	
	\$1,285.01	Bi-weekly	(26)
	\$128.50	Daily	(260)
	\$16.0626	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (52% of 1st Class)	\$31,587.92	Annual	
	\$1,214.92	Bi-weekly	(26)
	\$121.49	Daily	(260)
	\$15.1865	Hourly	(2080)

Article XLI - Termination - Continued

**SCHEDULE A
SALARIES AND CLASSIFICATIONS
JULY 1, 2003 TO DECEMBER 30, 2003
SHEET #1**

CLASSIFICATION	01-Jul-03	
Platoon Chief	\$82,003.81	Annual
(133% of 1st Class)	\$3,153.99	Bi-weekly (26)
	\$450.57	Daily (182)
	\$37.5475	Hourly (2184)
Director of Training	\$78,920.96	Annual
Director of Apparatus	\$3,035.42	Bi-weekly (26)
& Equipment Maintenance	\$303.54	Daily (260)
Director of Prevention	\$37.9428	Hourly (2080)
Director of Administration		
(128% of 1st Class)		
Captain Fire Fighter	\$70,905.55	Annual
(115% of 1st Class)	\$2,727.14	Bi-weekly (26)
	\$389.59	Daily (182)
	\$32.4659	Hourly (2184)
Captain Fire Prevention	\$70,905.55	Annual
Captain Training Officer	\$2,727.14	Bi-weekly (26)
(115% of 1st Class)	\$272.71	Daily (260)
	\$34.0892	Hourly (2080)
Maintenance Technician (SCBA)	\$64,739.85	Annual
(105% of 1st Class)	\$2,489.99	Bi-weekly (26)
	\$355.71	Daily (182)
	\$29.6428	Hourly (2184)
Fire Prevention Officer 1st Class	\$64,739.85	Annual
(105% of 1st Class)	\$2,489.99	Bi-weekly (26)
	\$249.00	Daily (260)
	\$31.1249	Hourly (2080)
Fire Fighter 1st Class	\$61,657.00	Annual
	\$2,371.42	Bi-weekly (26)
	\$338.77	Daily (182)
	\$28.2312	Hourly (2184)
Mechanic	\$61,657.00	Annual
	\$2,371.42	Bi-weekly (26)
	\$237.14	Daily (260)
	\$29.6428	Hourly (2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED BEFORE JANUARY 1, 2000
FOR THE PERIOD JULY 1, 2003 TO DECEMBER 30, 2003
SHEET #2**

CLASSIFICATION	01-Jul-03		
Fire Fighter 2nd Class (89% of 1st Class)	\$54,874.73	Annual	
	\$2,110.57	Bi-weekly	'(26)
	\$301.51	Daily	'(182)
	\$25.1258	Hourly	'(2184)
Fire Prevention Officer 2nd Class (89% of 1st Class)	\$54,874.73	Annual	
	\$2,110.57	Bi-weekly	(26)
	\$211.06	Daily	(260)
	\$26.3821	Hourly	(2080)
Fire Fighter 3rd Class (78% of 1st Class)	\$48,092.46	Annual	
	\$1,849.71	Bi-weekly	'(26)
	\$264.24	Daily	'(182)
	\$22.0204	Hourly	'(2184)
Fire Prevention Officer 3rd Class (78% of 1st Class)	\$48,092.46	Annual	
	\$1,849.71	Bi-weekly	(26)
	\$184.97	Daily	(260)
	\$23.1214	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (67% of 1st Class)	\$41,310.19	Annual	
	\$1,588.85	Bi-weekly	'(26)
	\$226.98	Daily	'(182)
	\$18.9149	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months 60% of 1st Class)	\$36,994.20	Annual	
	\$1,422.85	Bi-weekly	'(26)
	\$203.26	Daily	'(182)
	\$16.9387	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (67% of 1st Class)	\$41,310.19	Annual	
	\$1,588.85	Bi-weekly	(26)
	\$158.89	Daily	(260)
	\$19.8607	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (60% of 1st Class)	\$36,994.20	Annual	
	\$1,422.85	Bi-weekly	(26)
	\$142.29	Daily	(260)
	\$17.7857	Hourly	(2080)

Article XLI - Termination - Continued

**APPLIES TO EMPLOYEES HIRED AFTER JANUARY 1, 2000
FOR THE PERIOD JULY 1, 2003 TO DECEMBER 30, 2003
SHEET #3**

CLASSIFICATION	01-Jul-03		
Fire Fighter 2nd Class (80% of 1st Class)	\$49,325.60 \$1,897.14 \$271.02 \$22.5850	Annual Bi-weekly Daily Hourly	'(26) '(182) '(2184)
Fire Prevention Officer 2nd Class (80% of 1st Class)	\$49,325.60 \$1,897.14 \$189.71 \$23.7142	Annual Bi-weekly Daily Hourly	(26) (260) (2080)
Fire Fighter 3rd Class (66% of 1st Class)	\$40,693.62 \$1,565.14 \$223.59 \$18.6326	Annual Bi-weekly Daily Hourly	'(26) '(182) '(2184)
Fire Prevention Officer 3rd Class (66% of 1st Class)	\$40,693.62 \$1,565.14 \$156.51 \$19.5642	Annual Bi-weekly Daily Hourly	(26) (260) (2080)
Fire Fighter 4th Class 2nd Six Months (55% of 1st Class)	\$33,911.35 \$1,304.28 \$186.33 \$15.5272	Annual Bi-weekly Daily Hourly	'(26) '(182) '(2184)
Fire Fighter 4th Class 1st Six Months (52% of 1st Class)	\$32,061.64 \$1,233.14 \$176.16 \$14.6802	Annual Bi-weekly Daily Hourly	'(26) '(182) '(2184)
Fire Prevention Officer 4th Class 2nd Six Months (55% of 1st Class)	\$33,911.35 \$1,304.28 \$130.43 \$16.3035	Annual Bi-weekly Daily Hourly	(26) (260) (2080)
Fire Prevention Officer 4th Class 1st Six Months (52% of 1st Class)	\$32,061.64 \$1,233.14 \$123.31 \$15.4143	Annual Bi-weekly Daily Hourly	(26) (260) (2080)

Article XLI - Termination - Continued

**SCHEDULE A
SALARIES AND CLASSIFICATIONS
EFFECTIVE DECEMBER 31, 2003
SHEET #1**

CLASSIFICATION	31-Dec-03	
Platoon Chief (133% of 1st Class)	\$82,208.63	Annual
	\$3,161.87	Bi-weekly (26)
	\$451.70	Daily (182)
	\$37.6413	Hourly (2184)
Director of Training Director of Apparatus & Equipment Maintenance Director of Prevention Director of Administration (128% of 1st Class)	\$79,118.08	Annual
	\$3,043.00	Bi-weekly (26)
	\$304.30	Daily (260)
	\$38.0375	Hourly (2080)
Captain Fire Fighter (115% of 1st Class)	\$71,082.65	Annual
	\$2,733.95	Bi-weekly (26)
	\$390.56	Daily (182)
	\$32.5470	Hourly (2184)
Captain Fire Prevention Captain Training Officer (115% of 1st Class)	\$71,082.65	Annual
	\$2,733.95	Bi-weekly (26)
	\$273.39	Daily (260)
	\$34.1744	Hourly (2080)
Maintenance Technician (SCBA) (105% of 1st Class)	\$64,901.55	Annual
	\$2,496.21	Bi-weekly (26)
	\$356.60	Daily (182)
	\$29.7168	Hourly (2184)
Fire Prevention Officer 1st Class (105% of 1st Class)	\$64,901.55	Annual
	\$2,496.21	Bi-weekly (26)
	\$249.62	Daily (260)
	\$31.2027	Hourly (2080)
Fire Fighter 1st Class	\$61,811.00	Annual
	\$2,377.35	Bi-weekly (26)
	\$339.62	Daily (182)
	\$28.3017	Hourly (2184)
Mechanic	\$61,811.00	Annual
	\$2,377.35	Bi-weekly (26)
	\$237.73	Daily (260)
	\$29.7168	Hourly (2080)

Article XLI - Termination - Continued

APPLIES TO EMPLOYEES HIRED BEFORE JANUARY 1, 2000

EFFECTIVE DECEMBER 31, 2003

SHEET #2

CLASSIFICATION	31-Dec-03		
Fire Fighter 2nd Class	\$55,011.79	Annual	
(89% of 1st Class)	\$2,115.84	Bi-weekly	'(26)
	\$302.26	Daily	'(182)
	\$25.1885	Hourly	'(2184)
Fire Prevention Officer 2nd Class	\$55,011.79	Annual	
(89% of 1st Class)	\$2,115.84	Bi-weekly	(26)
	\$211.58	Daily	(260)
	\$26.4480	Hourly	(2080)
Fire Fighter 3rd Class	\$48,212.58	Annual	
(78% of 1st Class)	\$1,854.33	Bi-weekly	'(26)
	\$264.90	Daily	'(182)
	\$22.0754	Hourly	'(2184)
Fire Prevention Officer 3rd Class	\$48,212.58	Annual	
(78% of 1st Class)	\$1,854.33	Bi-weekly	(26)
	\$185.43	Daily	(260)
	\$23.1791	Hourly	(2080)
Fire Fighter 4th Class	\$41,413.37	Annual	
2nd Six Months	\$1,592.82	Bi-weekly	'(26)
(67% of 1st Class)	\$227.55	Daily	'(182)
	\$18.9622	Hourly	'(2184)
Fire Fighter 4th Class	\$37,086.60	Annual	
1st Six Months	\$1,426.41	Bi-weekly	'(26)
60% of 1st Class)	\$203.77	Daily	'(182)
	\$16.9810	Hourly	'(2184)
Fire Prevention Officer 4th Class	\$41,413.37	Annual	
2nd Six Months	\$1,592.82	Bi-weekly	(26)
(67% of 1st Class)	\$159.28	Daily	(260)
	\$19.9103	Hourly	(2080)
Fire Prevention Officer 4th Class	\$37,086.60	Annual	
1st Six Months	\$1,426.41	Bi-weekly	(26)
(60% of 1st Class)	\$142.64	Daily	(260)
	\$17.8301	Hourly	(2080)

Article XLI - Termination - Continued

APPLIES TO EMPLOYEES HIRED AFTER JANUARY 1, 2000

EFFECTIVE DECEMBER 31, 2003

SHEET #3

CLASSIFICATION	31-Dec-03		
Fire Fighter 2nd Class (80% of 1st Class)	\$49,448.80	Annual	
	\$1,901.88	Bi-weekly	'(26)
	\$271.70	Daily	'(182)
	\$22.6414	Hourly	'(2184)
Fire Prevention Officer 2nd Class (80% of 1st Class)	\$49,448.80	Annual	
	\$1,901.88	Bi-weekly	(26)
	\$190.19	Daily	(260)
	\$23.7735	Hourly	(2080)
Fire Fighter 3rd Class (66% of 1st Class)	\$40,795.26	Annual	
	\$1,569.05	Bi-weekly	'(26)
	\$224.15	Daily	'(182)
	\$18.6791	Hourly	'(2184)
Fire Prevention Officer 3rd Class (66% of 1st Class)	\$40,795.26	Annual	
	\$1,569.05	Bi-weekly	(26)
	\$156.90	Daily	(260)
	\$19.6131	Hourly	(2080)
Fire Fighter 4th Class 2nd Six Months (55% of 1st Class)	\$33,996.05	Annual	
	\$1,307.54	Bi-weekly	'(26)
	\$186.79	Daily	'(182)
	\$15.5660	Hourly	'(2184)
Fire Fighter 4th Class 1st Six Months (52% of 1st Class)	\$32,141.72	Annual	
	\$1,236.22	Bi-weekly	'(26)
	\$176.60	Daily	'(182)
	\$14.7169	Hourly	'(2184)
Fire Prevention Officer 4th Class 2nd Six Months (55% of 1st Class)	\$33,996.05	Annual	
	\$1,307.54	Bi-weekly	(26)
	\$130.75	Daily	(260)
	\$16.3443	Hourly	(2080)
Fire Prevention Officer 4th Class 1st Six Months (52% of 1st Class)	\$32,141.72	Annual	
	\$1,236.22	Bi-weekly	(26)
	\$123.62	Daily	(260)
	\$15.4528	Hourly	(2080)

Article XLI - Termination - Continued

LETTER OF UNDERSTANDING

BETWEEN THE

**CORPORATION OF THE CITY OF THUNDER BAY
(hereinafter referred to as the “Corporation”)**

AND THE

**THUNDER BAY PROFESSIONAL FIRE FIGHTERS’ ASSOCIATION
(hereinafter referred to as the “Association”)**

I. Preamble

This Letter of Understanding outlines the terms of an “exit incentive program” (the “program”) for eligible full-time suppression fire fighters of the Corporation.

The terms of this Understanding are not to be construed or referenced as precedence for collective bargaining purposes, except where otherwise specified in this Understanding, and the terms of this Understanding will supersede collective agreement provisions . A dispute concerning the application of this Understanding may be processed through the collective agreement’s grievance procedure as a policy grievance by either the Corporation or the Association.

II. The Program

The senior fire fighter(s) in the current senior suppression classification will be offered the program in descending order of seniority. The program consists of:

- one week of regular straight time pay (Half of the bi-weekly rate as indicated in Schedule “A”) for each full year of previous full-time service with the Corporation, to a maximum of twenty-six (26) weeks pay.

Article XLI - Termination - Continued

If the fire fighter(s) accepts the program pursuant to this section, both the fire fighter and the Association on behalf of itself and the fire fighter agree by execution of this Understanding to waive any and all seniority, layoff, notice of layoff, bumping, and recall rights pursuant to the collective agreement between the Corporation and the Association as same applies to said fire fighter and the Association. The Association on behalf of itself and the fire fighter also agree that all severance and notice requirements, or pay in lieu of notice, pursuant to the Employment Standards Act and the collective agreement, have been fully complied with, and no cause of action with respect to same will be initiated by either the Association or the said fire fighter; this Letter of Understanding evidencing and able to be relied upon by the Corporation as a complete common law and statutory bar thereto.

If the senior fire fighter(s) in the current senior suppression classification does not accept the program, the senior fire fighter(s) in the next current senior suppression classification will be offered the program, in descending order of seniority.

If the program offers are still available, the offers will be made on the same basis to senior fire fighter(s) in descending order within the next current senior suppression classification(s).

Up to four (4) suppression fire fighters within the Fire Services Division will be eligible to accept the program, and once four (4) program offers have been accepted no additional program offers will be made to members of the Association.

If there are no eligible fire fighters who accept the program, staff reductions shall occur in accordance with Article XVI, Layoff Procedure, of the collective agreement, and notice of layoff will be provided in accordance with the Employment Standards Act.

III. Collective Agreement Compliance/Amendment

Article XLI - Termination - Continued

The parties agree that the following articles are to be applied and supersede any collective agreement articles and Social Contract agreements to the contrary.

- a) the collective agreement commencing on January 1, 1996, will, effective upon ratification by both parties of this understanding, be amended as follows:

the District Chief classification in the suppression division will be eliminated from the agreement and replaced with the Platoon Chief classification, to be paid at 133% of the 1st Class Fire Fighter rate effective as of July 1, 1996.

the District Chief classification will be paid at the rate of 128% of the 1st Class for the period January 1, 1996 to June 30, 1996.

delete Assistant Deputy Chief classification and add Director classifications at 128% of the 1st Class Fire Fighter rate (pursuant to August 1994 reorganization).

- b) the parties agree that all health and/or safety issues with respect to the elimination of the District Chief classification and related staff reductions associated with this reorganization have been addressed by the parties and the joint Health & Safety Committee in a satisfactory manner by: Standard Operating Procedures and classification duties and responsibilities in effect upon ratification of this Understanding. The Corporation, pursuant to organizational structure in place upon ratification of this Understanding, agrees that each in service pumper shall be manned with a minimum of one (1) Captain Fire Fighter and three (3) Fire Fighters, and that each in service rescue unit be manned with a minimum of one (1) Captain Fire Fighter and one (1) Fire Fighter, effective July 1, 1996.
- c) one Fire Inspector position will be eliminated effective March 1, 1996.
- d) should one or more Fire Fighters be laid off in accordance with this Understanding and pursuant to Article XVI of the collective agreement, the Association specifically acknowledges there will be no individual or policy

Article XLI - Termination - Continued

grievances filed nor will there be any request by way of statute or collective agreement for arbitration in relation to the complete implementation of the layoff process provided for in Article XVI of the collective agreement; and further, that notice of layoff will be provided in accordance with the Employment Standards Act and that the collective agreement provisions of Article XXXVI - Technological Change, been fully complied with; and,

- e) the Association specifically acknowledges that there will be no individual or policy grievances filed nor will there be any request by way of statute or collective agreement for arbitration in relation to the permanent reduction of staff within the District Chief and Fire Inspector classifications carried out pursuant to this Understanding and Articles VI and XV of the collective agreement; and further, that the collective agreement provisions of Article XXXVI - Technological Change, have been fully complied with.

IV. Conversion to Paid Leave

A Fire Fighter who accepts the program may forego all or a portion of the lump sum payment and instead elect to receive the program amount on the basis of normal straight time pay, paid on a bi-weekly basis, subject to statutory deductions and inclusive of continued employer and Fire Fighter pension contributions. It is understood that the Fire Fighter's termination will be effective at the end of the last actual day of work, although for pension purposes only service will continue to accumulate to the end of the paid leave period.

V. Benefit Coverage

Should an eligible Fire Fighter select a lump sum payment, all monetary benefits provided by the collective agreement will cease in accordance with Corporate policies and procedures, in so much as employment will be terminated; however, said Fire Fighter will receive retiree benefits in accordance with Article XIX, Clause 19.07 if the Fire Fighter retires and is otherwise qualified to receive same in the

Article XLI - Termination - Continued

normal fashion.

Should an eligible Fire Fighter select the conversion to paid leave option, all monetary benefits provided by the collective agreement will cease on the last day of work, except for OMERS contributions. However, if at the end of paid leave the Fire Fighter will retire, be in receipt of an OMERS pension, and otherwise be entitled to "retiree" benefits in accordance with Article XIX, Clause 19.07 of the collective agreement, such retiree benefits will be provided to the Fire Fighter commencing from the first day of paid leave. (If, upon expiration of the paid leave the Fire Fighter does not retire and is otherwise not entitled to retiree benefits, said benefit coverage will cease).

VI. Release

Fire Fighters offered this program will be required to signify in writing by June 21, 1996, and implementation must commence on July 1, 1996:

- a) acceptance or rejection of the offer; if accepted, then,
- b) acceptance of a lump sum payment; or,
- c) acceptance of a paid leave conversion; or,
- d) the terms upon which a combination of lump sum and/or paid leave conversion will be paid.

VII. Miscellaneous

Unpaid sick leave credits owing (50% to a maximum of six (6) months salary), unpaid lieu time and unpaid vacation credits may, at the Fire Fighter's option, be paid out within two (2) pay periods following the expiration of the unpaid leave program instead of the actual termination date. Also, as permitted by legislation, a portion of the paid leave amount may be placed into a Registered Retirement Savings Plan.

VIII. Ratification

This agreement, reached on the 27 day of May, 1996, is subject to:

Article XLI - Termination - Continued

- a) ratification by both parties to this agreement; and,
- b) ratification by both parties to this agreement of a Memorandum of Settlement governing the collective agreement between the parties, dated May 27, 1996, for the term January 1, 1996 to December 31, 1997.

FOR THE CORPORATION

FOR THE ASSOCIATION

THUNDER BAY FIRE DEPARTMENT

PROMOTIONAL POLICY

Preamble

The Corporation of the City of Thunder Bay and the Thunder Bay Professional Fire Fighters Association agree that this Policy will be attached to and become part of the 1992 collective agreement as Appendix "A", effective upon signing this Policy, and that this Policy fully complies with the 1992 Arbitration Award with respect to the 1992 collective agreement.

This Policy applies to suppression and prevention Fire Fighters and Officers, but does not apply to positions outside of the bargaining unit.

Promotional Board

In order to assist the Fire Chief in implementing the terms of this Promotional Policy and the collective agreement, the Fire Chief shall establish two (2) promotional boards. One board will be known as the "Promotional Board - Officer Rank" (hereinafter referred to as the "PBOR"), and the other board will be known as the "Promotional Board - Fire Fighter Rank" (hereinafter referred to as the "PBFR").

The PBOR will process promotions from Acting Captain through to Platoon Chief. This Board will consist of: Fire Chief, Deputy Fire Chief, and two (2) Platoon Chiefs.

The PBFR will process promotions from Fourth Class Fire Fighter through to First Class Fire Fighter. This Board will consist of Fire Chief, Deputy Fire Chief, Director of Training, and a Platoon Chief.

Responsibility

The Training Division will assist in the promotional process by:

- a) Preparing Examinations;

- b) Scheduling Examinations;
- c) Grading Written Examinations;
- d) Participating in Practical and Oral Examinations with respect to the PBFR.

It is understood that the development of examinations will be subject to approval from the Fire Chief.

Both Promotional Boards will be responsible for the following:

- a) Completion of the appropriate evaluation forms;
- b) Participating in Practical Examinations;
- c) Conducting Interviews as required;
- d) Selecting the Successful Applicant.

It is understood that, if a majority decision cannot be reached by the Promotional Board, the final authority with respect to all promotional decisions rests with the Fire Chief in accordance with the terms of the collective agreement.

Criteria for Promotions

Candidates for promotion will be examined and judged on the following basis:

Examinations

Fourth to First Class

- | | |
|--------------------------|----------|
| a) Practical Examination | 40 Marks |
| b) Personal Assessment | 10 Marks |
| c) Written Examination | 40 Marks |
| d) Oral Examination | 10 Marks |

Acting Captain

a) Practical Examination	35 Marks
b) Lecture	10 Marks
c) Personal Assessment	10 Marks
d) Written Examination	35 Marks
e) Oral Examination	10 Marks
f) Orientation Interview	

Captain

a) Practical Examination	40 Marks
b) Personal Assessment	10 Marks
c) Written Examination	40 Marks
d) Oral Examination	10 Marks
e) Orientation Interview	

Note: Effective January 1, 2003 the parties agree to delete the requirement for those individuals on the Acting Captain's list to undergo a second testing or examination process in order to be promoted to the rank of Captain.

Platoon Chief

a) Practical Examination	40 Marks
b) Personal Assessment	10 Marks
c) Written Examination	40 Marks
d) Oral Examination	10 Marks
e) Orientation Interview	

Information and equipment required to successfully complete the examination process for promotion will be made readily available to all applicants in advance of the examination process so as to ensure sufficient preparation time.

In order to proceed to the orientation interview a minimum mark of 60% or more must be scored in each scoring category of the examination process, AND a combined overall

mark of 80% must be achieved. Orientation interviews will be scheduled for the senior successful applicant(s), in accordance with the requirements of this Policy. The senior candidate who achieves the required grades will be the next candidate promoted when a vacancy is filled.

Promotion from Fourth to First Class Fire Fighter

a) **General**

Promotions within the classifications of Fire Fighter and Fire Prevention Officer are eligible to take place every twelve (12) months as outlined in Schedule "A" in the collective agreement (normally the Fire Fighter's anniversary date). Examinations for each step within the classification will be conducted prior to completing the service requirements for movement to the next step. Upon successful completion of the examination process, promotions will take effect upon completion of the service requirements.

Examinations will be held quarterly on the second Wednesday in March, June, September and December, at 9:00 hours.

If a candidate is unable to be examined in the period immediately preceding his or her anniversary date, the candidate may be examined in the quarter previous to this, or the quarter following the anniversary date. If the candidate successfully completes the examination after the anniversary date, the pay adjustment will commence retroactively to the anniversary date.

b) **Progress Report**

A progress report will be completed on all Fourth Class Fire Fighters and Prevention Officers. The report(s) will be completed by the Fire Fighter's immediate Supervisor during the third, sixth and eighth month of employment. The report(s) will be submitted to the Training Division and reviewed by the Deputy Fire Chief.

c) Fails to Qualify

When a Fourth Class Fire Fighter or Prevention Officer fails to qualify for promotion to the next step, the PBFR will re-examine the Fire Fighter within thirty (30) days. The extent of re-examination will be at the Board's discretion. If the Fire Fighter is successfully re-examined, the pay adjustment will be effective on the qualifying date. If the Fire Fighter fails to qualify on re-examination, the Fire Chief may recommend to City Council that the Fire Fighter be dismissed.

When a Third or Second Class Fire Fighter or Prevention Officer fails to qualify for promotion to the next step, the PBFR will re-examine the Fire Fighter within sixty (60) days. If the Fire Fighter is successfully re-examined, the pay adjustment will be effective on the qualifying date. If the fire fighter fails to qualify, the fire fighter will remain in the present rank until his or her next anniversary date when the Fire Fighter again will have the opportunity to be promoted. If the Fire Fighter fails to qualify at this point, the Fire Chief may recommend to City Council that the Fire Fighter be dismissed.

PROMOTIONS ABOVE THE RANK OF FIRST CLASS FIRE FIGHTER

a) General

The Promotional Board will determine the number of candidates to be examined for promotions above the rank of First Class Fire Fighter.

All promotions will be subject to:

the examination process as described above (utilizing the PBOR);
the requisite qualifications outlined in the Corporate position description;
and, the following:

Years of Experience

Acting Captain in Suppression	10 years	First Class Fire Fighter
Acting Captain in Prevention	02 years	Prevention
	08 years	First Class Fire Fighter
Captain in Suppression	01 year	Acting Captain Suppression
Captain in Prevention	01 year	Acting Captain Prevention
Platoon Chief Suppression	02 years	Captain in Suppression
Director of Prevention	02 years	Captain in Prevention

Medical Fitness

Every promotion is subject to the Fire Fighter having a satisfactory medical assessment under authority of a physician selected by the Corporation, and an acceptable level of fitness in accordance with the collective agreement.

If an applicant is disqualified as a result of a medical assessment pursuant to this section or the collective agreement, the applicant may request that his or her personal physician confer with the Corporation's physician, and they shall issue a joint report for consideration by the Fire Chief and the PBOR. The Corporation shall bear the cost of these medicals.

Ontario Fire College

All promotions are subject to possessing the necessary diplomas/courses for the position, as offered through the Ontario Fire College and deemed satisfactory by the Fire Chief. If the Fire Fighter does not possess the diplomas/courses, the Fire Fighter must agree to obtain same within a specified time period as prescribed by the Fire Chief, and as scheduling of attendance may allow. If a Fire Fighter does not wish to attend the required courses as offered through the Ontario Fire College the Fire Fighter will not be eligible for promotion.

The Fire Chief may extend the specified time period referred to above if the extension is due to circumstances beyond the control of the Fire Fighter, and the extension does not interfere with the efficient operation of the Fire Department.

There will be no loss in regular salary and benefits to a Fire Fighter while attending courses required by the Chief of the Fire Department.

b) Probationary Period

Promoted Fire Fighters will serve a one (1) year probationary period. Upon completion of this, and provided the Fire Fighter possesses the necessary diplomas/courses or is in the process of obtaining same, the promotion will be considered permanent.

Failure to successfully obtain the required diplomas/courses within the prescribed time will result in the Fire Fighter being demoted to his or her previous rank.

The PBOR will review each promotion in the first half of the fourth month after the promotion is made, at which time the candidate will be advised of his or her progress. A second review will be held prior to the probationary anniversary date at which time each member of the Board will vote on whether the candidate being considered will be considered permanent. In the event a majority decision cannot be reached, the Fire Chief will issue a decision.

After successfully completing the probationary period, a Fire Fighter will not be able to transfer back to his or her original position until a vacancy occurs in that position.

Vacancies

All permanent vacancies in any position above First Class Fire Fighter, and all permanent vacancies outside of Suppression and Prevention Divisions, shall be posted within the Fire Department for a period of one (1) week. These posted vacancies will be filled within thirty (30) working days provided the Criteria for Promotion process has been completed and the successful applicant is able to report for work and fulfill the normal requirements of the position.

Acting Captains List

An acting Captain's list will be maintained at a minimum of twenty-four (24) acting Captains within the Suppression Division, and at a minimum of four (4) acting Captains within the Prevention Division. When either list is depleted below these levels, the Director of Training will post a notice identifying when qualifying examinations will be held, but at least six (6) months prior to the date the examinations will take place. Examinations will take place within ten (10) months following depletion of either list below the specified level.

Written notification of a Fire Fighter's intention to qualify must be submitted to the Director of Training not less than two (2) months prior to the examination date. Preparation time will be:

- a) one (1) month for lectures;
- b) two (2) weeks for Practical Evaluation.

Successfully examined applicants will be added to the bottom of the established Acting Captains lists in order of seniority.

Acting Lists

A Fire Fighter who fails to qualify for promotion to the next rank will be removed from the acting list and the PBOR will re-examine the Fire Fighter within a twelve (12) month period. If successfully re-examined, the Fire Fighter's previous status on the acting list will be restored. If the Fire Fighter fails to qualify again, he or she will be removed from the acting list.

Captain

Effective January 1, 2003 the parties agree to delete the requirement for those individuals on the Acting Captain's list to undergo a second testing or examination process in order to be promoted to the rank of captain.

Platoon Chief

If a Captain fails to qualify for promotion to the rank of Platoon Chief, the PBOR will re-examine the Captain within a twelve (12) month period. A captain will not be

eligible to act in the capacity of Platoon Chief until he or she becomes qualified as determined by the PBOR.

FOR THE CORPORATION

FOR THE ASSOCIATION
