

COLLECTIVE BARGAINING AGREEMENT

**THE THOMPSON PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 2200**

FOR THE PERIOD:

JANUARY 1, 2017

TO

DECEMBER 31, 2021

**CITY OF THOMPSON
AND THE THOMPSON PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 2200
COLLECTIVE BARGAINING AGREEMENT**

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This Agreement made this 1st day of April 2014.

BETWEEN:

THE CITY OF THOMPSON

THOMPSON, Manitoba
(hereinafter called "the Employer")

PARTY OF THE FIRST PART.

AND:

**THE THOMPSON PROFESSIONAL
FIREFIGHTERS ASSOCIATION,**

Local 2200 of the International
Association of Firefighters
(hereinafter called "the Union")

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

1.01 WHEREAS, it is the desire of both parties to this Agreement:

- (a) to establish mutually satisfactory relations;
- (b) to provide for the prompt and equitable settlement of conditions of employment between the Employer and the Union in accordance with the provisions of this Agreement;
- (c) to encourage efficiency in operations; and
- (d) to secure satisfactory working conditions, hours and wages for all Employees subject to the provisions of this Agreement;

AND WHEREAS it is now desirable that the terms be reduced to writing,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - DEFINITIONS

2.01 The word "City" wherever used in this Agreement shall mean the City of Thompson.

The word "Council" wherever used in this Agreement shall mean the Council of the City of Thompson.

The expression "permanent Employee" wherever used in this Agreement shall mean an Employee of Thompson Fire and Emergency Services who, has completed the twelve (12) month probationary period and has been appointed to a permanent position with the Department.

The expression "probationary Employee" wherever used in this Agreement shall mean an Employee of Thompson Fire and Emergency Services who has not completed the period of probationary service with the Department.

"Plural or Feminine terms" wherever the singular or masculine is used in this Agreement shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

The word "Seniority" wherever used in this Agreement shall mean an Employee's length of continuous employment with the Thompson Fire and Emergency Services since the date of his most recent hiring, less the periods to be subtracted under the terms stated in this Agreement.

The expression "permanent position" wherever used in this Agreement shall mean a full-time position within the Thompson Fire and Emergency Services which has been established by Council.

The word "shift", whenever used in this Agreement, shall mean any day (10 hour) shift, or any night (14 hour) shift.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01** This Agreement shall apply to those Employees while employed by the City of Thompson in the performance of those services that qualify them to be part of that bargaining unit defined in Certificate No. M.L.B. 2525 issued by the Manitoba Labour Board.
- 3.02** There shall be a mutual exchange of proposals between the two parties concerned at a time and date as agreed upon, having regard to the terms and provisions of the Fire Fighters Arbitration Act.

ARTICLE 4 - UNION RECOGNITION

- 4.01** The Employer hereby recognizes the Union as the exclusive bargaining agent for all those Employees covered by Article 3 of this Agreement in respect to hours of work, wages and all other conditions pertaining to this Agreement. In the event of the addition to the Fire Department of clerical staff, it is understood by both parties that such Employees shall not fall within the scope of the Union.

ARTICLE 5 - NO DISCRIMINATION

- 5.01** Subject to the express terms of this Agreement neither the Union nor the Employer, its servants or agents, shall discriminate, interfere, restrict or coerce any Employee or prospective Employee in respect of any matters coming within the terms of this Agreement by reason of race, creed, colour, national origin, political or religious affiliation, sex, marital status (i.e. whether single or married) or by reason of his membership in the labour union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01** The Employer agrees to the compulsory bi-weekly check-off of constitutional Union dues for all Employees covered by this Agreement. Such dues shall be payable by deposit, to an account of the Union at the Royal Bank, City of Thompson, not later than one week following regular paydays. A list of all Employees from which those deductions have been made shall be forwarded to the Treasurer of the Local within one week following that regular payday.
- 6.02** In consideration of the premises and of the Employer making the compulsory check-off of constitutional union dues as therein provided, the Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions and proceedings of any kind and from all causes of action which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off of union dues as provided for in this Article.

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT EMPLOYEES

- 7.01** The Employer shall provide copies of the Collective Bargaining Agreement to the Union and all Employees in booklet form, as early as possible after the signing of the contract.
- 7.02** New Employees will receive a copy of the Collective Bargaining Agreement no later than their first working day.

ARTICLE 8 - RESOLUTIONS, BY-LAWS, NEWS RELEASES AND LETTERS OF UNDERSTANDING

- 8.01** Any resolution and by-laws of the City Council or any committees thereof which directly affect the terms of or application of this Agreement shall be forwarded by the City Manager to the Recording Secretary of the Union. Copies of any minutes respecting such by-laws or resolutions shall be provided to the Union upon request.
- 8.02** The parties hereby agree and undertake that neither they nor any of their bargaining representatives, Employees or agents, will disclose any information, documents, statements or any other matters or things which take place or occur during the course of collective bargaining pursuant to the provisions of this Agreement, to any other person, until such time as the parties have either reached agreement on all of the matters in dispute between them or until such time as the collective bargaining procedures have broken off between the said parties.

The above is subject to the provision that by mutual agreement of the aforesaid bargaining representatives the parties may disclose by means of a joint communique such information, documents, statements, or any other matters or things, which have taken place or occurred in the course of collective bargaining, as are mutually agreed upon.

The Union is not precluded from having discussions with other associations representing City Employees during the course of collective bargaining.

- 8.03** This Agreement contains the entire Agreement and it is understood that any letter of agreement or letter of understanding are intended to be in force and effect is contained in Appendix "B" to this Agreement or expressly post-dates the execution date of this Agreement. It is further understood that all such letters of agreement or understanding shall be deemed to form a part of this Collective Bargaining Agreement.

ARTICLE 9 - REPRESENTATION

- 9.01** It is agreed that in any discussion or representation arising out of this Agreement the Union shall have the right at any time to have the assistance of one or more representatives of the International Association of Firefighters, to a maximum of 4 persons, or of a person designated as such when dealing and negotiating with the Employer and the Employer shall have the right to have the assistance of a solicitor or other person designated by it when dealing and negotiating with the Union. It is further understood that at no time will the number of representatives exceed 6 persons, when dealing with C.B.A. negotiations.

ARTICLE 10 - SENIORITY

10.01 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union, once every three (3) months, and be posted on all bulletin boards of the bargaining unit. All Employees shall be placed on the seniority list only after six (6) months employment by the Employer but the seniority shall nevertheless date from the date of the last hiring.

10.02 Seniority of New Employees:

Newly hired Employees shall be considered on probation for a period of twelve (12) months from the date of last hiring. During the probationary period Employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. Employment of such Employee may be terminated at any time during this period of twelve (12) months without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the date of last hiring.

10.03 Seniority During Absence:

If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence granted by the Employer in writing, he shall not lose seniority rights. Employees shall only lose seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) After lay-off, he fails to notify his Employer within forty-eight (48) hours (if within the City of Thompson) or seventy-two (72) hours (if he is outside the City of Thompson) that he will agree to return to work within fourteen (14) calendar days after being notified in writing through registered mail or electronically, to do so or does not return to work within fourteen (14) calendar days after being so notified. It shall be the responsibility of the Employee to inform the Fire Chief or his designate in writing of his current address and any changes in address.
- (d) He is laid off for a period longer than one (1) year.

10.04 An Employee off work continuously for three (3) years due to sickness or accident shall be terminated.

While off due to sickness or accident, benefits set out in Article 27.01 (excepting sickness and accident coverage) shall be maintained for a period of absence up to three (3) years.

Vacation credits shall not be accrued or granted in respect of any period of absence in excess of six (6) months.

Sick days shall not accrue during absence due to sickness or accident.

If an Employee is continuously absent for in excess of three (3) years and still on Workers Compensation due to an injury suffered on the job for the City, then benefits as in 27:01, excepting sickness and accident, shall be continued while the Employee is disabled from

performing any occupation until he reaches the age of 55 years.

10.05 Seniority While on Paternity or Maternity Leave:

- a) Seniority will continue to be accrued while any male or female employee is off on Maternity or Paternity Leave.
- b) All employee benefits identified under Article 27 shall be maintained by the City for those employees who qualify for Paternity / Maternity leave, including MEBP, if the employee chooses to continue to contribute to MEBP during leave.

ARTICLE 11 - LAY-OFF AND RE-CALL PROCEDURE

11.01 Both parties recognize the principle that job security should increase in proportion to length of service. In the event of lay-off, Employees shall be laid off in reverse order of seniority subject to the exception that if an Employee has a higher qualification and is doing the job for which he is qualified he shall not be laid off or discharged from that job on the grounds of lack of seniority unless he is replaced by a man who has already got the same qualifications and capabilities or higher for that job, and is capable of and qualified to perform it.

11.02 Laid-off Employees shall be recalled in order of their seniority providing that they are qualified and capable of doing the relevant work in the opinion of the Employer. No new Employees will be hired until those on layoff have been given an opportunity of recall provided in the opinion of the Employer they are qualified and capable to do the work. If the Employer's opinion of incapability to do the work is based on a medical reason, such medical reason shall be supported by a doctor's report.

11.03 The Employer shall thirty (30) calendar days before the lay-off is effective notify those Employees who are to be laid-off. If the Employee laid-off has not had the opportunity to work thirty (30) days after notice of lay-off, he shall be paid in lieu of the work for that part of the thirty (30) days during which work is not available at regular rates.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12:01 a) The City shall require one (1) Captain on each shift. The position of Captain shall be filled in accordance with Articles 12:02 and 12:03 and in addition: to ascend to one of the Captain positions an Employee must have been a Lieutenant for a period of twelve (12) months within the scope of this Agreement and have successfully passed the Fire Service Company Officer's "accredited" exam as provided by the Office of the Fire Commissioner or the International Fire Service Training Association Exam. The pass mark for any such test shall be 70%.

i) The City shall require one (1) Lieutenant on each shift. The position of Lieutenant shall be filled in accordance with articles 12.02 and 12.03 and in addition: to ascent to one of the Lieutenants position as an employee must have been First Class Fire / Medic for a period of six (6) months within the scope of this agreement and have successfully passed the Fire Service Company Officers Program as provided by the Thompson Fire and Emergency Services or have successfully passed the Fire Service Company Officer's "accredited" exam as provided by the Office of the Fire

Commissioner or the International Fire Service Training Association Exam. The pass mark for any such test shall be 70%.

ii) Any 1st Class Firefighter who has completed twelve (12) months in that position may apply to register and take the "Accredited" Fire Service Company Officer's program or the International Fire Service Training Association examination. Should a candidate fail this program, they will be eligible to register six (6) months after the date of their last examination.

b) The City reserves the right to designate who is Relieving Captain at any time.

12.02 If a vacancy occurs in the permanent complement of Employees covered by this Agreement or a new classification or position is created and is authorized by Council to be filled, the Employer shall immediately post the vacancy and make every effort to fill that vacancy forthwith.

The creation of new classifications or positions within the Local 2200 bargaining unit are subject to negotiation and agreement between the parties prior to said position being posted or advertised.

(a) Promotion Principle:

The selection of candidates for promotion within the bargaining unit shall be by competition.

(b) Refusal to seek promotion:

If a member of the Department desires to decline a promotion or appointment for which he is qualified and which is open to him, then he shall submit a letter indicating these desires. In such cases, the member shall be passed over for promotion or appointment as long as this letter remains in effect. A member may withdraw a letter which he has submitted at any time, thus entitling him to consideration for any promotion or appointment that may occur after the withdrawal of the letter.

12.03 Both parties recognize that job opportunity shall be increased in proportion to length of service; therefore:

The Employer shall consider the following two (2) factors in considering which applicant shall fill such vacancy, new job or classification:

(i) The seniority of the Employees making application;

(ii) The knowledge, training, physical capability and skill of the applicant to fill the normal requirements of the job.

Where factor (ii) is to all intents and purposes relatively equal as between two or more applicants, then factor (i) shall govern.

The Employer shall do what is reasonably practical to increase the knowledge, training, physical fitness and skill of the Employees, having due regard for their seniority.

12.04 Selection Process:

Minimum qualifications for a Captain shall be certification under the Fire Service Officer Program. Candidates must possess qualifications at the closing date for applications to be considered for the competition.

12.05 Promotion Selection Committee:

The Promotion Selection Committee shall include three members, the Fire Chief, the Deputy Fire Chief and the City Manager or designate. This committee shall select the successful candidate for promotion.

12.06 Posting:

In all cases of vacancies at the position of Captain, which the City intends to fill, the position vacancy shall be posted and filled in accordance with the provisions of this promotion practice.

Postings shall encompass notification of the qualifications sought, the place to which applications must be submitted and the date by which applications must be submitted.

Copies of the posting shall be placed on the bulletin boards in the department. One copy shall be forwarded to the Association.

Applications are to be accepted for a minimum of seven (7) calendar days from the date of the posting.

An Employee who is promoted under the provisions of this promotion practice shall be on probation in the position to which he was promoted for a period of six (6) months from the date of promotion. Should the Employee not successfully complete this probationary period, as determined by the City, the Employee will be returned to the position from which he was promoted.

12.07 Applications:

An application shall consist of a written submission by candidates incorporating their wish to be considered for a position.

All applications shall be treated in a confidential manner.

12.08 Notification:

Written notification of the selection shall come from the office of the City Manager or designate in the form of letters to each applicant and a posting of the name of the successful applicant.

No reasons will be stated in the written notification to the unsuccessful applicants, however, they have the opportunity to enquire of the Fire Chief or Deputy Fire Chief as to the areas where improvement might be made.

12.09 Term Employees:

Employees may be hired on a term basis if they are hired to replace an absent Employee whose return date is either known or unknown. Upon completion of the term by arriving at the fixed date or the return of the incumbent Employee, the term Employee shall be terminated and all rights under this Agreement shall cease. In the event that term employment takes place, the term Employee and the Union shall be notified of the term in writing. A terminated Term Employee, if rehired within twelve (12) months of termination, shall maintain his class standing and seniority at the date of termination, but shall serve a three (3) month probationary period.

The parties agree that Term Employees shall be given first opportunity, according to seniority and subject to all applicable vacancy and promotion provisions of the Collective Bargaining Agreement, to fill any permanent vacancy with the Thompson Fire & Emergency Services Department that might occur during the term of their employment provided they pass a standard employment medical before being awarded the job.

Should such Employee(s) be hired into a permanent position as set out above, his seniority shall be calculated from his original date of hire into the temporary position.

When the Term Employee has less than twelve (12) months of service at his/her termination, and is re-hired, the Employee must complete a minimum of twelve (12) months probation. This twelve (12) month period will include the previous probationary service completed before termination.

12.10 Job Related Courses:

a) The Employer shall do what is reasonably practical to increase the knowledge, training, physical fitness and skill of the Employees, having regard for their seniority.

If a member attends a job-related course of at least eight (8) hours duration, approved in advance by the Fire Chief, he shall not be required to report to his regular night shift commencing that day provided that, should fewer than five (5) Firefighters report to work that night shift, then the Firefighter who has attended the course shall be required to attend his regularly scheduled shift.

If attendance at such a course is during the day when the Employee is normally scheduled to work, he shall report to work prior to the commencement of the course to pick up a portable radio but shall not subsequently be required to report for work unless the course on the day in question ends at or before 4:00 p.m. or unless he is contacted to report to work due to a requirement of additional manpower.

Unless specifically authorized, payment for training courses will not be made.

Courses will normally be posted a minimum of thirty (30) days before they are to take place.

- b) Maintenance of Paramedic Licensing: If an Employee maintains his/her Paramedic Licensing through Manitoba Continuing Competency Program for Paramedics provided by the Paramedic Association of Manitoba (PAM), the Employer shall reimburse fees paid to PAM to a maximum of one hundred and twenty dollars (\$120.00).
- b) Both parties agree that it is the responsibility of the employee to complete all online training

offered by PAM; the employee is also solely responsible to provide / submit records to Manitoba Health to maintain their license status. In conjunction with this training, both parties agree that the employer is responsible to deliver all “practical” or “hands on” training, so that employees meet Manitoba Health standards for licensure. Employees will submit copies of all records to the Employer to be placed on file, as well the Employee will maintain their own personal file.

12.11 Union Notification:

The Union shall be notified respecting any changes in permanent positions, including appointments, hiring, lay-offs, re-call and termination of employment.

12.12 Any Employee who cannot perform his regular duties through advancing years, or temporary, partial or permanent disability which arises out of the performance of his required duties with the City, subject to the provisions of any other applicable Collective Bargaining Agreements will be given job preference in respect to alternate employment with the City where available and where such employment is within his performance capability.

It is understood and agreed that a discussion will take place with respect to the establishment of alternate positions within the Fire Department (e.g. Alarm Room Attendant, Fire Prevention Officer) should a Firefighter be partially or permanently disabled as a result of an occupational injury while performing his regular duties as a Firefighter.

12.13 The Employer shall have the right to transfer Firefighters to other shifts when deemed necessary by the Employer for the efficient and safe operation of the Fire Department. The Employer shall make every effort to transfer a Firefighter from one shift to another upon request of that Firefighter if he shall establish to the satisfaction of the Employer that the transfer is necessary for the efficient and safe operation of the Fire Department before such transfer is granted. The Employer shall endeavour to provide a minimum of 96 hours notice before being transferred, unless due to unscheduled absence.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be Employees of the Employer and bona fide members of the bargaining unit. The Personnel of such committee shall be communicated to the Employer.

13.02 Should a dispute arise between the Employer and any Employee regarding the interpretation, meaning, operation or application of this Agreement including any question as to whether a matter is arbitrable or whether an allegation is made that this Agreement has been violated or should any other dispute respecting this Agreement arise, an informal discussion between the Employer and Employee a member of the Grievance Committee shall commence. If no settlement is attained the grievance will be reduced to writing. An earnest effort shall then be made to settle the dispute in the following manner.

STEP 1

The grievance shall be presented in writing to the Fire Chief or his designate within seven

(7) calendar days of its occurrence by an Employee, committeeman or officer of the Union; the Fire Chief or his designate shall endeavour to immediately settle the grievance so presented.

STEP 2

If no settlement is reached under Step 1 within two (2) working days after the grievance is submitted to the Fire Chief or his designate, the grievance shall be submitted in writing with all necessary details to the City Manager or designate within two (2) working days after the answer to Step 1 has been given to the Grievor. The City Manager or designate will hold a meeting with the Union Committee and Grievor within five (5) working days after receipt of written notice thereof, to attempt a settlement of the dispute. An answer will be given to the Union within five (5) working days following the day of this Step 2 meeting.

STEP 3

If the matter is not satisfactorily settled at Step 2, it may be submitted to the Committee of Council within five (5) working days after the answer to Step 2 has been given to the Union.

The Committee of Council shall within five (5) working days of the submission of the grievance to it hold a meeting with the grievor and the Union Grievance Committee.

The Committee of Council shall within seven (7) working days after such meeting state in writing its decision on the matter to the Union.

The Union may proceed to Arbitration within fourteen (14) calendar days after receiving their answer from Committee of Council at Step 3.

In such situation where the Grievor is by illness or absence from the City unable to attend any or all of the meetings required by the grievance procedure the grievance may proceed in his absence. If the matter has not been submitted to Arbitration within fourteen (14) calendar days after the Union has received its answer to Step 3 the grievance shall be deemed to have been withdrawn. It is understood by both parties that the time limits may be extended throughout this grievance procedure by mutual consent.

ARTICLE 14 - ARBITRATION

14.01 Composition of Board of Arbitration:

When either party request that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other Party of the Agreement. Within seven (7) days thereafter, each party shall name a nominee to an Arbitration Board and notify the other party of the name and address of its nominee. A chairman for the Arbitration Board shall be appointed on a rotating basis from the following:

(1) Diane Jones

(2) Michael Werier

Should one of the chairman be unable to hear the Arbitration, the next name in rotation will

be chosen. Should one of the chairmen, during the life of this Agreement, be unable to act any longer as a chairman, the parties agree to appoint another chairman who is mutually agreeable to both parties.

14.02 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall commence its proceedings as expeditiously as possible after the Chairman has been appointed. It shall hear and determine the differences or allegations and render a decision within twenty (20) days after the close of the Arbitration proceedings.

14.03 The finding of the majority of the Arbitration Board as the facts and to the meaning, application, or alleged violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no event, shall the arbitrator alter, modify or amend any part of this Agreement. It is understood and agreed that in cases where the arbitrator finds that the Employer has violated any of the provisions of this Agreement, and that such violation has resulted in loss of wages and other remuneration, that the arbitrator shall have authority to order the Employer to pay such lost wages or other remuneration to the Employees either in full or in part as the arbitrator may deem just and equitable in the circumstances.

14.04 Each party shall pay:

- (a)** The fees and expenses of their nominee to the Board.
- (b)** One-half of the fees and expenses of the Chairman.

14.05 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the working area to view disputing operations and to confer with the necessary witnesses.

14.06 It is recognized that the Employer is responsible for the safety, health, comfort and welfare of all the citizens of the City of Thompson. Both parties therefore solemnly agree that any dispute arising out of the terms of this Agreement shall be adjusted and settled in an orderly manner, without interruption to the said services to the citizens provided by the Employer, pursuant to the grievance procedure and arbitration provision above set forth.

14.07 Notwithstanding any of the foregoing, no grievance respecting which no steps have been taken by or on behalf of the Employee within fourteen (14) calendar days after which had reasonable knowledge of the existence of such a grievance, shall proceed beyond step one.

14.08 When mutually agreed by both parties, a single arbitrator may be used for specific cases.

ARTICLE 15 - MANAGEMENT

15.01 The parties hereby mutually agree that the direction of the working force and the maintenance of order and discipline, including the right to hire, discipline, suspend,

discharge for just cause, to assign to jobs, to promote or demote, to increase or decrease the working hours and to relieve Employees from duty because of lack of work or for any other legitimate reason are vested exclusively in the Employer except as and to the extent that this Agreement may otherwise provide.

15.02 It is the duty of every Employee to comply with all the rules and regulations of the Employer.

15.03 The Employer recognizes that the Labour Relations Act of Manitoba by Section 80 deems that this Collective Bargaining Agreement contains a provision obliging the Employer, in administering the Collective Agreement, to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a Whole.

ARTICLE 16 - DISCHARGE

16.01 The Fire Chief or Deputy Fire Chief may suspend an Employee but shall immediately report such action to the City Manager. A permanent Employee may be dismissed only for just cause and only upon the authority of the City Manager as representative of the Employer. Such Employee and the Union will be advised promptly in writing by the Employer of the reason for such dismissal.

16.02 Just cause shall without restricting its normal meaning include the following insofar as they concern his employment:

- (a)** Dishonest conduct.
- (b)** Willful disobedience.
- (c)** Willful or negligent conduct.
- (d)** Violent misbehaviour or willful insubordination.
- (e)** Conduct without just cause which causes or threatens to cause interruption in any of the services undertaken to be furnished by the Employer to the citizens of the City of Thompson.
- (f)** Being impaired by the use of alcohol or a substance controlled by The Controlled Drugs and Substances Act or being impaired by the abuse of any other substance while on duty.
- (g)** After being previously orally warned and in addition twice warned in writing, about being absent from work with cause but failing to give timely notification within a reasonable time to the Employer, repeating either one of the said offenses within a period of one (1) year from the date of the first notice in writing. The giving of a written warning will be conclusive evidence of a prior oral warning unless objected to within forty-eight (48) hours after the giving of the written warning.

16.03 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended

shall be entitled to a hearing under the grievance procedure.

- 16.04** Should it be found upon investigation that an Employee has been without fault and has been unjustly suspended or discharged, such Employee shall be immediately reinstated to his former position without loss of seniority rating and shall be fully indemnified, but in the event that the Employee is found to be with fault then his reinstatement and indemnification shall be dealt within what the parties deem just and equitable, or, in the opinion of the Board of Arbitration if the matter has been referred to such Board, but such compensation shall be less than that amount that would be awarded if the Employee had been without fault.
- 16.05** A written warning will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed without the employee receiving any other discipline. In calculating the said twenty-four (24) month period, absences by the employee from work for any reason will be excluded.

ARTICLE 17 - HOURS OF WORK

- 17.01** The hours of work shall be based on a forty-two (42) hour work week to be scheduled in eight (8) work cycles as per Appendix "A". That payment for the forty-two (42) hour work week shall be paid as follows:

Forty (40) hours at normal rate and two (2) hours at time and one-half (1½) normal rate.

A total of forty-three (43) hours per week for all hours worked. Payment of such overtime shall not be made during vacation leave, or leave in lieu of a statutory holiday or during time off when the Employee is receiving sick leave pay, or on any leave of absence. That joint application will be made to the Manitoba Labour Board to exemption from those provisions of the Employee Standard's Act necessary to permit the continuation of the present work schedule of the Fire Fighting Department.

- 17.02** All the Employees so far as practical shall be allowed one (1) hour for lunch at the mid-point of the work day, on the premises.
- 17.03** All Employees shall be permitted a fifteen (15) minute rest period during the first and second halves of the work day.
- 17.04** Upon request, to a maximum of four (4) times per year per Employee, the Fire Chief or his designate shall permit Employees to exchange shifts on a no cost basis to the City, on the basis that regardless of which Employee ends up working the exchanged shift, he will not be paid overtime and the Employee who agreed to work that shift on exchange shall be subject to discipline in a fair and just amount if the City is required to call any Employee in to cover that shift. .
- 17.05** A member who is in the Fire Hall prior to shift change may assume the duties of a member on shift. In an exchange of this nature there will be no financial compensation claimed for the time spent on duty, as per past practice.

17.06 Any member working beyond normal quitting time may claim for overtime rates after working more than fifteen minutes.

17.07 A shift premium of 0.20¢ per hour shall be paid for each full hour worked between 6:00 p.m. and 8:00 a.m. for regularly scheduled straight time hours only.

ARTICLE 18 - OVERTIME

18.01 Overtime Rates on Weekdays:

All work in excess of the hours required in the agreed to attached schedule of working hours performed at the request of the Employer shall be deemed overtime, and shall be payable at the rate of one and one-half (1½) times the regular rate of pay.

18.02 Overtime Rates for Statutory and Designated Holidays:

Any Employee who is required to work on a Statutory or designated holiday shall be paid at the rate of two (2) times his regular rate of pay.

Each Employee's Statutory and designated holiday pay shall be held by the Employer until the last pay day in November of each calendar year at which time the Employer shall pay to each Employee twelve (12) hours pay at his rate of pay for each and every Statutory and designated holiday that has transpired during that year for which the Employee has qualified to be paid for. Statutory holiday pay shall be paid at the employee's rate of pay as of November 11th (last statutory day of the year).

18.03 Minimum Call-Back Time:

Every Employee who is called out and required to work in an emergency outside his regular working hours, or required to attend a meeting called by the City outside his regular working hours, he shall be paid for a minimum of three (3) hours at the applicable overtime rate.

18.04 Overtime During Lay-off:

In the event that auxiliary firefighters are called out, then the same hours of work shall be offered to permanent Employees on lay-off.

Any permanent Employee who works pursuant to this Article shall not be entitled to notice of lay-off on completion of such work.

While laid-off permanent Employees are working pursuant to this Article, the Employer shall provide Life Insurance, Accidental Death and Dismemberment and Workers Compensation coverage only, under this Agreement.

Such Employees shall not be considered to have been re-called for purposes of seniority pursuant to Article 10.03 (d).

This article shall only apply to a "General Alarm" call out and not to training of auxiliaries.

For purposes of offering work to a permanent Employee on lay-off under this Article, the Employer shall be deemed to have complied with this Article by making one phone call to the last phone number made known by the Employee to the Employer.

The Employer may, in its discretion, call out "Laid-Off" Employees pursuant to this Article, rather than scheduling overtime for permanent employed Employees.

18.05 Sharing of Overtime:

- (a) The Employer shall make every effort to distribute overtime as equitably as circumstances would permit among those Employees who normally perform the work.
- (b) In order to facilitate the equitable distribution of overtime it shall be the responsibility of each Captain to check with the Fire Chief or his designate at the commencement of his shift, with the exception of weekends and night shift when it will be the responsibility of the Captain to keep each other informed, as to the eligibility of personnel in an overtime situation.

18.06 Time Off in Lieu:

Employees may bank overtime worked to be taken off with pay at the rate applicable when overtime was worked, (e.g. Time & one half for time and one half, double time for double time).

- (a) The time off shall be taken at a mutually agreeable to the employee and the City.
- (b) If a mutually agreed time is not agreed to within ninety (90) days of the overtime hours worked, the banked time shall be paid out.

ARTICLE 19 - HOLIDAYS

19.01 Every Employee shall receive one (1) day's pay although he may not have worked on the following Statutory or designated holidays:

New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Miner's Day, and any other day proclaimed as a public holiday by the Dominion, Provincial Government or the Municipal Government of the City of Thompson, except those holidays which are proclaimed in lieu of the foregoing holidays, provided he is not absent without leave during his last regular work day next preceding or his first regular work day next following the said holiday.

NOTE: In relation to Article 19.01, overtime rates will be paid for Christmas Eve Night Shift and New Year's Eve Night Shift in place of Boxing Day Night Shift and New Year's Day Night Shift.

Employees shall remain eligible for pay in respect of holidays as set forth in the paragraph immediately preceding despite absence from work the day before and/or the day after while on authorized absence of one month or less.

NOTE: Miner's Day Statutory Holiday for Fire and Emergency Services Employees shall be the actual Friday of the Nickel Days weekend or Friday of the third weekend in June in the

event that Nickel Days are cancelled.

ARTICLE 20 - VACATION

20.01 The City shall, during each year of this Agreement, grant each Employee whose first or subsequent anniversary of employment falls within such year a vacation in accordance with this Article, and subject to the Vacation with Pay Act.

20.02 (a) In this Article the expression "date of employment" shall mean an Employee's date of last hiring.

(b) In this Article, subject to paragraph (c) hereof, the expression "anniversary of employment" shall mean the anniversary of an Employee's date of employment, provided, however, that when January 2nd occurs for the second time since an Employee's date of employment, that January 2nd shall be deemed to be his second anniversary of employment for the purposes of this Article, and thereafter so long as he has not ceased to be an Employee for reasons other than layoff, his anniversary of employment shall be deemed to be January 2nd in each year for the purposes of this Article.

(c) In this Article, in the case of a new Employee, when January 2nd occurs for the first time since his date of employment, that January 2nd shall be deemed as his first anniversary of employment for the purposes of this Article, and thereafter so long as he has not ceased to be an Employee for reasons other than layoff, his anniversary of employment shall be deemed to be January 2nd in each year for the purposes of this Article.

20.03 Length of Vacation:

Subject to Clause 20.04, the length of vacation granted to each Employee under this Article:

(a) Shall be according to his anniversary of employment as follows:

<u>Number of Anniversary of Employment</u>	<u>Length of Vacation</u>
1	15 work days
2	15 work days
3	15 work days
4	15 work days
5	20 work days
6	20 work days
7	20 work days
8	20 work days
9	20 work days
10	23 work days
11	23 work days
12	23 work days
13	23 work days
14	23 work days
15	24 work days

16	24 work days
17	24 work days
18	24 work days
19	24 work days
20 or more	27 work days

(b) Shall be lengthened by two (2) work days (vacation travel time).

20.04 In the case of an Employee who is hired during the current year, the length of vacation granted on his first anniversary of employment shall be according to the month of his date of employment as follows:

<u>Month of Date of Employment</u>	<u>Length of Vacation</u>
January	15 work days
February	14 work days
March	13 work days
April	11 work days
May	10 work days
June	9 work days
July	8 work days
August	6 work days
September	5 work days
October	4 work days
November	3 work days
December	1 work day

provided, however, that where the date of employment is the first day of January, the month of date of employment shall be deemed to be December for the purpose of the foregoing table,

(b) Shall be lengthened by two (2) work days (vacation travel time).

20.05 Any Employee whose employment is terminated in the first twelve (12) months of employment shall, in respect of vacation pay, be paid four percent (4%) of his earnings for the time worked, less any amount previously paid to the Employee under Article 20.04.

Any Employee whose employment is terminated following the first twelve (12) months of employment shall, in respect of vacation pay, be paid his pro rata portion of any outstanding vacation pay in accordance with Article 20.03.

20.06 Vacation Preference:

The Employees will be granted a vacation period as decided by Management with first preference being given to Officers by rank and then where practical, preference being given to those employees more senior in service. All Employees shall be allowed to split vacations as required with a minimum time taken per split to be four working days, provided that

Management can restrict the availability of vacations so that no more than one Employee scheduled per shift will be absent at any one time. The floater day(s) shall be given at the discretion of the Fire Chief or his designate. On request by seniority, one Employee per platoon may carry four (4) days of vacation into the first thirty (30) calendar days of the New Year. This shall be in addition to the right to complete a tour of vacation which carries over from the old into the New Year.

Subject to the Employer's right to cancel vacations, responses to vacation requests shall be given in writing.

The discretion to cancel vacations shall be executed reasonably, and the Employee affected shall be notified as soon as reasonably possible.

20.07 The Employer shall maintain each Employee's standard hourly pay for every working day of an Employee's annual vacation. In addition the Employer shall pay a travel bonus of forty (\$40.00) dollars per working day of each Employees' full vacation. Employees will have the option of having their vacation bonus amounts deposited directly into an RRSP account of their choosing to the extent permitted by law.

20.08 In order to plan and exercise seniority rights on a Platoon basis with respect to vacations members shall, at the beginning of each vacation year confer and prioritize such requests. Requests for annual vacation leave should be submitted as soon as possible after these meetings.

In normal circumstances vacation requests are to be submitted for approval by the Chief or his designate twelve (12) calendar days prior to the requested vacation start date.

It is understood by both parties that the early scheduling of vacations is advantageous to both parties when planning the activities of the Department.

ARTICLE 21 - ABSENCE DUE TO SICKNESS

21.01 Sick Leave Defined:

Sick leave means the period of time when an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled by an accident for which compensation is not payable under the Compensation Act.

21.02 For Permanent Employees at November 5, 1996:

Sick leave shall be granted to every Employee on the basis of one and one-quarter (1¼) days for every month of service.

If in any one (1) year when an Employee has not used all his sick leave accruing to him, he shall be entitled to accrue the unused portion of sick leave to top-up short-term and long-term disability benefit payments.

For Employees Hired On or After January 1, 1997:

Effective January 1, 2002: Each Employee will be credited with twelve (12) days sick leave with full pay on January 1st of each year and is entitled to use up to a maximum of twelve (12) days' sick leave per calendar year. In any one year when an Employee has not used all his sick leave accruing to him, he shall be entitled to accrue the unused portion of sick leave to top-up short-term and long-term disability benefit payments. Unused sick leave accrual shall be capped at one hundred (100) days. There shall be no payout on termination or retirement of any sick leave accrued.

For Employees commencing employment after January 1st of any year, one day sick leave credit will be given at the end of each month of employment until the subsequent January 1st.

21.03 Proof of Illness:

An Employee may be required by the Employer to produce a certificate from a duly qualified Medical Practitioner for any illness of three (3) working days or less, certifying that such Employee is unable to carry out his duties due to illness, and shall produce a certificate from a duly qualified Medical Practitioner for any illness in excess of three (3) working days.

The City reserves the right to call for a Medical Examination of any Employee who is absent from work due to illness. Such examination shall be done by a qualified Medical Practitioner appointed and paid by the City.

21.04 Record of Sick Leave:

For Employees hired before January 1, 1997:

A record of all unused sick leave will be kept by the Employer. The Employee will check the record after the close of the year and verify that the record of accumulated sick leave is correct. On application an Employee shall be advised of the amount of accrued sick leave to his credit.

Any Employee having accrued sick leave credits shall on retirement or death receive a salary or compensation grant in lieu thereof. He shall receive one (1) day's pay at the salary he received at the date of retirement or death as the case may be for every day of sick leave accumulated at the date up to a maximum of one hundred and twenty (120) days in the aggregate. Upon leaving this employment after five (5) years of regular employment with a satisfactory work record, Employee would receive a payment of one-half ($\frac{1}{2}$) accumulated days at his regular rate of pay up to a maximum of one hundred and twenty (120) accumulated sick days.

21.05 Utilization of Sick Leave While on Sickness and Accident Benefit:

An Employee who has accrued sick leave to his credit may use this credit to entitle him to full pay when on Sickness and Accident coverage. Such days would be debited to his accrued sick leave as follows:

- (a) that one-half (½) days sick leave would be debited his accrual to make up the difference to full pay per day while on Sickness and Accident.

21.06 Proof of Fitness:

Employees who are on Leave of Absence due to sickness or injury may be required to undergo a Medical Examination at the expense of the City before returning to work.

- 21.07** Every Employee who absents themselves from work on account of sickness or injury shall notify his department one (1) hour prior to commencement of his regular shift.

In considering an Employee being absent without leave, etc. for failure to report and produce certificates in accordance with this article, consideration will be given to any extenuating circumstances, medically or otherwise, which prevents him from reporting on time.

- 21.08** a) All Employees shall be required to undergo a Medical Examination once every two (2) years, at the expense of the City. It is to be understood that if a medical problem arises as a result of the compulsory medical, it shall be the responsibility of the Employee to take corrective measures, except where it is proven to be job related, which would be a matter for the Workers Compensation Board.

b) If the City requires an existing employee to undergo a procedure under Appendix B, the City will pay the required fees.

c) An Employee whose employment is terminated by the City in the first twelve (12) months of employment, for any reason whatsoever, shall be required to repay to the City the full cost of the initial Medical Examination.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 (a) Union Business:

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily for the purposes of negotiations, grievances and Letters of Understanding with the Employer, with respect to this Agreement, they shall suffer no loss of pay for the time so spent.

- (b) Notwithstanding any rules and regulations of the Department to the contrary, members of the Executive of the Union may be permitted to enter the Fire Hall, at the discretion of the Fire Chief, or his designate, for the purpose of business of the Union.

22.02 Union Purposes:

The Employer will grant leave of absence without pay and without loss of seniority of Employees elected or appointed to attend Union conventions or schools: or to perform any other assignments within the City of Thompson that are intended to improve their representation of the Bargaining Unit. It is further agreed that the number of days of leave of absence granted under this Clause 22.02 shall not exceed twelve (12) man days worked, for each year of the Agreement.

22.03 Bereavement Leave:

All Employees will be granted up to four (4) days leave without loss of pay for the purposes of dealing with matters arising out of the death of a father and/or mother, wife or husband, son or daughter, brother or sister, father-in-law or mother-in-law, brother-in-law or sister-in-law, grandparents or grandchildren, and legal guardian, and the Employer may grant a half day's leave with pay to an Employee for the purpose of acting as a pallbearer at a funeral for a person for whom there is not an entitlement for bereavement leave, or a full day if such pallbearer duties are out of town.

For the purposes of this Article, "legal guardian" shall mean a guardian appointed by an Order of a Court of competent jurisdiction, which Order is unrevoked.

Bereavement leave will interrupt and replace vacation leave.

22.04 Jury Duty:

The Employer shall pay an Employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, within the boundaries of the City of Thompson, the difference between his normal earnings and the pay he receives for jury service or as a court witness. The Employee shall present proof of service and the amount of remuneration received.

The Employer shall pay an Employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, outside the City of Thompson, his normal earnings for jury service or as a court witness.

22.05 General Leave:

The Employer may grant leave of absence without pay, without loss of seniority to any Employee requesting such leave for a good and sufficient cause, such request to be in writing. In the event that leave is refused, the Union may appeal on behalf of such Employee to the Committee of Council designated for that purpose.

22.06 Each male employee shall be granted one (1) days leave in order to deal with matters relating to the birth of his child. This request will only be granted, provided it is within the time frame of seven (7) days of the child's birth which includes the actual day of the birth.

Leave granted shall be used from the employee's sick leave accrual.

22.07 Each employee may be granted up to four (4) days paid compassionate leave annually. This leave will be granted at the discretion of the Chief or his designate in order to deal with matters arising from the serious illness or injury: of a spouse, child and/or any person that resides with the employee for whom he is financially responsible.

Leave granted under this clause shall be used from the employee's sick leave accrual.

ARTICLE 23 - WAGE RATES AND CLASSIFICATIONS

23.01 With effect from January 1, 2017, the wage rates will be as set out in "Schedule A".

23.02 Payment of Wages:

The Employer shall pay all Employees on the basis of an hourly rate every second Friday by 8:00 a.m., accompanied by an itemized statement of wages and deductions for wages earned up until the preceding Saturday. Where the payday falls on a holiday, the day preceding shall be deemed the payday.

Where an individual may require payment of wages prior to 8:00 o'clock a.m. on a Friday, which is a payday, an earnest effort shall be made to enable that individual to obtain his wages on the day prior to payday, i.e. Thursday (e.g. telephone call to bank manager to verify earnings).

23.03 Pay During Temporary Transfer:

If an Employee substitutes on any job during the absence of another Employee, he shall receive the rate of pay for the job on which he is actually working or his regular rate whichever is the greater, for actual hours worked.

23.04 Pay During Call-Out for General Alarm:

All members carrying the pagers provided by the City shall be called out by the City in conjunction with the auxiliary firefighters in the event of a general alarm by contacting those Employees through the pagers. Pagers will be provided to all Firefighters over the course of the agreement.

All time worked for such call-out will be paid at one and one-half (1½) times the normal basic hourly rate with a minimum of three (3) hours (normal basic hourly rate).

23.05 Interest:

With effect from December 1, 2002, interest on retroactive pay, whether by agreement or by Arbitral Award, excluding cost of living allowance increase pursuant to Article 23, shall be paid based upon a rate equivalent to the average interest rates of the preceding twelve (12) months as paid by the Bank which the City conducts its business in Thompson on a monthly savings account.

ARTICLE 24 - COST OF LIVING ALLOWANCE

24.01 COLA payments will be suspended for the duration of the Agreement with the exception that in the years 2017, 2018, 2019, 2020 and 2021, the cents per hour that would have been generated by COLA shall continue to be tracked but not paid until the cents per hour that would have been generated by COLA exceeds 2.25%, in which case COLA payments shall commence in the amount by which those payments would exceed 2.25%.

By way of example, if the C.O.L.A. formula generates notional payments in an amount that exceeds the amount equal to the two percent (2.25%) wage increase received by the Employee in that year, then C.O.L.A. payments shall be made in an amount equal to the amount that is in excess of the two percent (2.25%) increase.

Subject to the above, the C.O.L.A. will be based on the 1961 Consumer Price Index ("C.P.I."), published by Statistics Canada, and will be calculated at one cent (1¢) per hour for each thirty-five cents (35¢) increase in the cost of living quarterly as follows:

2014

For the quarter January - March, 2014 - Use the C.P.I. figure for August, 2013 as base month and C.P.I. figure for November, 2013 for end of quarter to arrive at C.O.L.A. for January to March, 2014.

For the quarter April - June, 2014 - Use the C.P.I. figure for November, 2013 as base month and C.P.I. figure for February, 2014 for end of quarter to arrive at C.O.L.A. for April to June, 2014.

For the quarter July - September, 2014 - Use the C.P.I. figure for February, 2014 as base month and C.P.I. figure for May, 2014 for end of quarter to arrive at C.O.L.A. for July to September, 2014.

For the quarter October - December, 2014 - Use the C.P.I. figure for May, 2014 as base month and C.P.I. figure for August, 2014 for end of quarter to arrive at C.O.L.A. for October to December, 2014.

These C.O.L.A. payments will float and will be shown as a separate figure from the base rate and will be rolled in at July 1, 2014 and December 31, 2014.

NOTE: C.O.L.A. will be paid on all hours worked.

C.O.L.A. will be applied quarterly, as set out, to the basic hourly rate of the 1st Class Fire Fighter and other positions adjusted as per percentages defined in Schedule "A".

ARTICLE 25 - SUPPLEMENTAL COMPENSATION

25.01 An Employee prevented from performing his regular work with the City of Thompson as a result of an occupational accident while on duty with the Employer shall receive for up to thirty-nine (39) weeks the difference between the amount payable by the Workers Compensation Board and the Employee's regular wages less the amount of income tax that would have been paid had the Workers Compensation paid been a taxable income.

ARTICLE 26 - GENERAL CONDITIONS

26.01 The Employer agrees to supply the specific clothing and equipment specified in Schedule "B".

26.02 Bulletin Boards:

The Employer agrees to provide the Union with bulletin board on the premises for the purpose of posting Union notices and official papers.

26.03 The City shall provide a copy of each General Directive to the Union.

ARTICLE 27 - EMPLOYEE'S BENEFITS

27.01 The Employer shall pay the premiums necessary to establish coverage for benefits under the following insurance plans:

- (a) Group Life Insurance;
- (b) Group Accidental Death and Dismemberment;
- (c) Group Accident and Sickness Insurance;
- (d) Group Prescription;
- (e) Group Dental;
- (f) Group Optical;
- (g) Extended Health Care Benefit.

NOTE: The Association to have a one time option to have all members of the Association to be covered by civic employees' L.T.D. plan, premiums to be paid by employees.

27.02 The terms of the plans referred to in 27.01 are contained in the policies and made known to the Union prior to the execution of this Agreement as evidenced by the signature on each of those policies of the City Manager and President of the Thompson Professional Firefighters Association, Local 2200 IAFF. The Employer's responsibilities shall be specifically limited to paying the premiums required to keep those plans in full force and effect.

27.03 Prescription Drug Coverage - City Managed:

Members of the Fire & Emergency Services Department will be reimbursed by the City, once per year, for over the counter drugs that are prescribed by a physician. The process for this reimbursement will be as follows:

- Employee is given a prescription by his physician and takes same to a pharmacy of choice. The pharmacist advises that this is an over the counter drug that does not require a prescription and is not covered under the City's Blue Cross Plan. Employee purchases the drug off the shelf and submits the receipt and the original prescription from the doctor to the Personnel Department for reimbursement less the \$ 2.00 co-pay. The co-pay will not be deducted if it is not normally charged by the Pharmacy where the drug was purchased.

NOTE: A photocopy of the prescription will be accepted where the prescription from the doctor prescribes both Blue Cross covered drugs and over the counter drugs.

- Receipts and prescriptions must be in the hands of the Personnel Department no later than November 15th of each year for reimbursement by the 30th of November. Receipts and prescriptions may be submitted on a regular basis to the Personnel Department and will be kept for payment no later than November 30th each year.

27.04 In consideration of improved Employee benefits paid by the City, the Union releases the City from any obligation it might hereafter have to pay to Employees any Unemployment Insurance rebate available because of the existence of a wage loss plan. (Group Accident and Insurance Plan).

27.05 For any period of unpaid absence due to illness or accident, for which an Employee may buy back M.E.B.P. service, the Employee will be required to make both the Employee's pension contributions and the Employer's pension contributions. Within six (6) months of the Employee's return to work, he may request reimbursement from the Employer for the amount of the Employer's contributions that the Employee made during his period of unpaid absence due to illness or accident.

ARTICLE 28 - CONTRACTING OUT

28.01 The City agrees that it is preferable to have bargaining unit work performed by permanent Employees. The City therefore agrees that it will not contract out work without considering all alternatives and will discuss the matter fully with the Union prior to any contracting out taking place.

ARTICLE 29 - STATION MAINTENANCE

29.01 It is agreed that Bargaining Unit Employees shall not be required to undertake any duties which involves major station repairs, major renovations or major construction where other City Employees who normally perform that work are readily available.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall remain in effect from November 14, 2017 to December 31, 2021, except that there will be a retroactive wage increase, in accordance with Schedule "A", effective January 1, 2017 for employees on the payroll as at the date of ratification.

ARTICLE 31 - LEGAL AUTHORITY AND POWERS

31.01 In executing this Agreement it is acknowledged that the Employer does not represent or allege that it has any legal authority beyond that which it actually has and the parties hereto acknowledge and agree that any undertakings or commitments by the Employer in this Agreement remain wholly subject to its legal powers of capacity to enter into them and that special authority, approval or ratification may be required to validate one or more provisions of this Agreement on the part of the Employer or its successor.

DATED at the City of Thompson, in the Province of Manitoba this 14th day of November, 2017.

CITY OF THOMPSON NEGOTIATING COMMITTEE

Gary Ceppetelli, City Manager

John Maskerine, Director of Fire and Public Safety

Mike Bourgon, Deputy Chief of Operations

Deanna Kondakor, HR Manager

Jenny Krentz, Chief Financial Officer

**THE THOMPSON PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 2200 NEGOTIATING COMMITTEE**

Jason Kuras, President

Darrick Graff, Board Member

Adrienne Burton, Board Member

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2017

Effective January 1, 2017, for employees on the payroll as at the date of ratification, there will be a one-time labour market adjustment wage increase of two and one-half percent (2.5%) to the 1st Class Firefighter's hourly rate and, in addition, a one-time labour market adjustment increase of two percent (2%) to the percentage adjustments for the Lieutenant and Captain classifications as follows:

WAGE RATES AND CLASSIFICATIONS

Classification	Percentage Adjustments	2017 Hourly Rate
Captain	116%	38.23
Captain with ACLS		38.61
Lieutenant	109%	35.92
Lieutenant with 1% ACLS		36.28
Senior 1 st Class	102.5%	33.78
Senior 1 st Class with 1% ACLS		34.12
1 st Class	100%	32.95
1 st Class with 1% ACLS		33.28
2 nd Class	95%	31.31
2 nd Class with 1% ACLS		31.62
3 rd Class	90%	29.66
3 rd Class with 1% ACLS		29.95
4 th Class	85%	28.01
Probationary	75%	24.72
Senior Communications Officer	90%	29.66
Alarm Room Attendant (start)	75%	24.72
Alarm Room Attendant (6 months)	80%	26.36
Alarm Room Attendant (3 years)	85%	28.01
Senior Alarm Room Attendant (10 years)	87.5%	28.83

Also effective January 1, 2017, and following the one-time labour market adjustment wage increase and one-time labour market adjustment to the percentage adjustments referred to above, for employees on the payroll as at the date of ratification, there will be a one and three-quarter percent

(1.75%) wage increase to the 1st Class Firefighter's hourly rate.

Also effective January 1, 2017, employees on the payroll as at the date of ratification who are required by the City to obtain ACLS certification and receive such certification will receive an additional one percent (1%) increase to their hourly rate for the period during which the ACLS certification is maintained.

Effective January 1, 2018, there will be a further one and three-quarter percent (1.75%) wage increase to the 1st Class Firefighter's hourly rate.

Effective January 1, 2019, there will be a further one and three-quarter percent (1.75%) wage increase to the 1st Class Firefighter's hourly rate.

Effective January 1, 2020, there will be a further one and three-quarter percent (1.75%) wage increase to the 1st Class Firefighter's hourly rate.

Effective January 1, 2021, there will be a further one and three-quarter percent (1.75%) wage increase to the 1st Class Firefighter's hourly rate.

- (a)** Probationary period is defined at twelve (12) months of continuous employment.
- (b)** Requirement to ascend to 4th Class is to successfully complete six (6) months of employment within the bargaining unit and successfully pass an examination set and made available by the Fire Chief.
- (c)** Requirements to ascend to 3rd Class are to complete twelve (12) months employment within the bargaining unit and successfully pass an examination set and made available by the Fire Chief. Such an examination would be more comprehensive than referred to in (b) above.
- (d)** Requirements to ascend to 2nd Class are to complete eighteen (18) months of employment within the bargaining unit and successfully pass an examination set and made available by the Fire Chief. Such an examination would be more comprehensive than referred to in (c) above.
- (e)** Requirements to ascend to 1st Class are to complete twenty-four (24) months of employment within the bargaining unit, successfully pass an exam more comprehensive than referred to in (d) above and successfully pass and maintain ICP certification status.
- (f)** Requirements to ascend to the Senior 1st Class are to complete four (4) years of employment within the bargaining unit and having passed the 1st Class examination referred to in (e) above.
- (g)** Requirements to ascend to Lieutenant are to complete thirty (30) months of employment within the bargaining unit, successfully pass and maintain ICP and ACLS certification status and successfully pass the Fire Service Company Officer's Program. There shall be one Lieutenant per Platoon to be filled as per Article 12.03.

- (h)** Subject material for the progressive tests shall be taken from the City of Thompson manual and the International Fire Service Training Association manuals along with any other pertinent resource. The foregoing material shall be identified and given to the applicant one month prior to the examination date. In order to reduce the length of such progressive tests, a number of True and False and Multiple Choice questions will be presented.
- (i)** The pass mark for each of the four progressive tests shall be 70%. This pass mark to take into account a candidate's overall and practical performance.
- (j)** Any candidate who fails a particular examination shall be entitled to rewrite such examination within a period of thirty (30) days. Should a candidate fail such rewrite he will be allowed one further rewrite six (6) months after the date of the last writing.
- (k)** A right to review the examination - Upon completion of such examination - The candidate should be interviewed by the Fire Chief, Deputy Fire Chief and the Captain concerned and review with him his examination results pointing out areas of weakness, and plans to be made for training to correct these. The discussion held at this meeting should be confirmed with the Employee in writing.
- (l)** The progressive tests will be conducted in a manner that will not interfere with a members earned Annual Vacation.
- (m)** The progressive tests shall be held when members are on duty. If this is not possible, then a member who is off duty and is required to write such test shall be paid as per Article 18.03 of the C.B.A.

SCHEDULE "B"

CLOTHING ALLOWANCE

- (1) The City shall issue upon hire:
 - two (2) pairs of pants
 - four (4) uniform shirts
 - one (1) pair of uniform footwear
 - one (1) jacket (seasonal)
 - (a) The City shall issue one (1) full dress uniform to an employee who has achieved Class 1 and has four (4) years of continuous employment with the department.
- (2) Upon completion of Probation and for each full year of employment thereafter employees shall be issued up to 450 points to purchase the following clothing:
 - (a) Each employee shall be required to have sufficient supplies of the following clothing in acceptable condition:
 - pants
 - Shirts
 - Footwear
 - Hat
 - ties
 - (b) Optional:
 - coveralls
 - t-shirts
 - sweatshirts
 - mocknecks
 - zippers
 - jobshirts
- (3) Annually the City shall issue each employee the following new items:
 - toque
 - gloves
- (4) Alarm Room Attendants / Senior Communications Officer shall receive:
 - two (2) pairs uniform trouser
 - four (4) uniform shirts
 - one (1) pair of footwear
 - one (1) pair of gloves
 - one (1) three-in-one jacket

Upon completion of the probationary period, the three-in-one jacket will be reissued as required at the Discretion of the Fire Chief.

- (5) The Clothing Committee shall continue.

APPENDIX "A"

THE WORK WEEK

<u>Sun.</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thurs.</u>	<u>Fri.</u>	<u>Sat.</u>
10	10	14	14	OFF	OFF	OFF
OFF	10	10	14	14	OFF	OFF
OFF	OFF	10	10	14	14	OFF
OFF	OFF	OFF	10	10	14	14
OFF	OFF	OFF	OFF	10	10	14
14	OFF	OFF	OFF	OFF	10	10
14	14	OFF	OFF	OFF	OFF	10
10	14	14	OFF	OFF	OFF	OFF

The 10 is day shift and 10 hours worked. The 14 is night shift and 14 hours worked. An 8 week cycle consists of a total of 336 hours worked. This is an average of 42 hours per 7 day work week.

SENIOR COMMUNICATIONS OFFICER:

HOURS OF WORK

This position is a day shift working Monday through Friday. At the discretion of the Chief the shift may be nine (9) hours including an unpaid one (1) hour lunch, or an eight (8) hour shift with a paid lunch. During paid lunch the Attendant shall remain on premises available to handle all regular duties

STATUTORY AND DESIGNATED HOLIDAYS

To be in accordance with Article 19.01 of the current agreement. This position will not be required to work on any of the Statutory Holidays listed and will be paid one (1) day's pay for each holiday.

ALARM ROOM ATTENDANTS:

HOURS OF WORK

Each position will be assigned to work with a specific platoon. Hours of work will mirror the hours of the platoon with the exception that regular hours of work for these Alarm Room

Sections 17.02 through 17.07 will be applicable to these positions

The 10 is day shift and 10 hours worked. The 14 is night shift and 14 hours worked. An 8-week cycle consists of a total of 336 hours worked. This is an average of 42 hours per 7-day work week.

Appendix "B"

Employee Name: _____

Date: _____

A. REQUIRED IMMUNIZATIONS & TESTING:

1. **MEASLES VIRUS VACCINE:** (Red, Rubella) – No antibody testing required if born before 1970-considered immune.

Born after 1970 requires one of the following:

- OR a) proof of 2 (two) live measles virus vaccination Date: _____ Date: _____
OR b) documentation of physician diagnosed measles Date: _____
OR c) laboratory evidence of immunity Titre Date: _____
OR D) MMR II (measles, mumps, rubella) Date: _____
-

2. **MUMPS:** – No antibody testing required if born before 1970 – considered immune.

Born after 1970 require one of the following:

- OR a) documentation of physician diagnosis Date: _____
OR b) laboratory evidence of immunity Date: _____
OR c) MMR II (measles, mumps, rubella) Date: _____
-

3. **RUBELLA:** (German Measles) – No antibody testing required if born before 1970 – considered immune.

Born after 1970 require one of the following:

- OR a) documentation of physician diagnosis Date: _____
OR b) laboratory evidence of immunity Date: _____
OR c) MMR II (measles, mumps, rubella) Date: _____
-

4. **VARICELLA:** (Chicken Pox)

- Diagnosed by: Physician or Parent Date: _____
OR Laboratory evidence of immunity Titre Date: _____
OR Vaccine: Date #1: _____ Date #2: _____
-

LETTER OF UNDERSTANDING

Between

The City of Thompson
(hereinafter referred to
as the "City")

of the First Part

and

**The Thompson Professional Firefighters
Association, Local 2200**
(hereinafter referred to
as the "Union")

of the Second Part

Employees hired prior to January 1, 1997 who have ten (10) or more years of service may elect to convert between a minimum of five (5) days accumulated sick leave up to a maximum of one hundred and twenty (120) days accumulated sick leave to a Registered Retirement Savings Plan.

Each day converted to an R.R.S.P. will generate a reduction of two (2) days from the total accumulated sick days of said employee.

The City will, no later than November 15th of each year advise every eligible employee of this conversion option.

Payout of these monies will be directly to the said employee=s Registered Retirement Savings Plan and will be made by the City the first pay period in December each year.

This conversion of sick leave to a registered retirement savings plan will, for those employees choosing this option, negate or reduce the payout provided under Article 21.04 of the Collective Agreement.

DATED at the City of Thompson, in Manitoba this 30th day of August, 1999.

FOR LOCAL 2200, I.A.F.F.
Clare Kendrick, President

FOR THE CITY OF THOMPSON
Lynn Taylor, City Manager

LETTER OF UNDERSTANDING

Between

The City of Thompson
(hereinafter referred to
as the "City")

of the First Part

and

**The Thompson Professional Firefighters
Association, Local 2200**
(hereinafter referred to
as the "Union")

of the Second Part

It is hereby agreed between the City and the Union that, effective from the date of ratification of the Collective Agreement up to and including December 31, 2016, the City will schedule a minimum of four (4) Fire / Medics plus one (1) Officer on each scheduled shift.

This minimum staffing Letter of Understanding will be reviewed by the City and the Union in December of each calendar year to determine whether reductions to the minimum requirements are necessary. (Agreed and added effective January 1, 2017)

DATED at the City of Thompson, in Manitoba this 1st day of April, 2014.

FOR LOCAL 2200, I.A.F.F.
Russ Friesen, President

FOR THE CITY OF THOMPSON
Gary Ceppetelli, City Manager

LETTER OF UNDERSTANDING

Between

The City of Thompson
(hereinafter referred to
as the "City")

of the First Part

and

**The Thompson Professional Firefighters
Association, Local 2200**
(hereinafter referred to
as the "Union")

of the Second Part

It is hereby agreed between the City and the Union that in the event that, following the date of ratification, a new College of Paramedics is established in Manitoba and new paramedic licensing requirements are implemented which result in an increase to the cost to Employees to maintain their paramedic license, the City and the Union will negotiate the additional contribution, if any, the City may make towards such cost.

DATED at the City of Thompson, in Manitoba this 14th day of November 2017.

FOR LOCAL 2200, I.A.F.F.

Jason Kuras, President

FOR THE CITY OF THOMPSON

Gary Ceppetelli, City Manager