

A G R E E M E N T

Between:

THE MUNICIPALITY OF SHUNIAH

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87
VOLUNTEER FIRE FIGHTERS**

Term of Agreement: January 1, 2026 to December 31, 2028

KD/COPE491

Contents

AGREEMENT

ARTICLE 1	GENERAL PURPOSE	6
1.01	.....	6
1.02	Definitions.....	6
ARTICLE 2	RECOGNITION	6
2.01	.....	6
2.02	.....	6
2.03	.....	7
2.04	.....	7
ARTICLE 3	MANAGEMENT RIGHTS	7
3.01	.....	7
ARTICLE 4	NO DISCRIMINATION	7
4.01	.....	7
ARTICLE 5	UNION SECURITY	8
5.01	All Employees to be Members.....	8
5.02	Deductions of Dues.....	8
5.03	Contact Information.....	8
ARTICLE 6	RESOLUTIONS AND REPORTS OF THE MUNICIPALITY	8
6.01	Employer Shall Notify Union.....	8
6.02	New Employees.....	9
ARTICLE 7	LABOUR MANAGEMENT/ NEGOTIATIONS/UNION REPRESENTATION	9
7.01	Bargaining Committee.....	9
7.02	National Representative.....	9
7.03	Labour Management Committee.....	9
7.04	Recognition of Stewards.....	9
7.05	Grievance Committee.....	10
ARTICLE 8	NO STRIKES OR LOCKOUTS	10
8.01	.....	10
ARTICLE 9	GRIEVANCE PROCEDURE	10
9.01	Definition of Grievance.....	10
9.02	Settling of Grievance.....	10
9.03	Policy Grievance.....	11
9.04	Group Grievance.....	11
9.05	Discharge Grievance.....	12

9.06	.....	12
9.07	.....	12
9.08	.....	12
9.09	.....	12
9.10	Satisfactory Settlements	12
9.11	Facilities for Grievances	12
9.12	Management Grievance	12
ARTICLE 10	ARBITRATION	13
10.01	Submitting to Arbitration	13
10.02	Use of a Single Arbitrator	13
10.03	Selecting an Arbitrator	13
10.04	Expenses of Arbitrator	13
10.05	Authority of Arbitrator	13
10.06	Time Limits	13
10.07	Witnesses	14
10.08	Mediation	14
ARTICLE 11	PROBATION AND PERMANENT STATUS	14
11.01	.....	14
11.02	Loss of Permanent Status and Employment Rights	14
ARTICLE 12	LAYOFF AND RECALL	15
12.01	.....	15
12.02	.....	15
12.03	.....	15
12.04	.....	15
ARTICLE 13	JOB POSTING	15
13.01	.....	15
13.02	.....	15
13.03	.....	15
13.04	.....	16
13.05	.....	16
13.06	.....	16
ARTICLE 14	LEAVES OF ABSENCE	16
14.01	.....	16
14.02	.....	16
14.03	.....	16
ARTICLE 15	CLASSIFICATIONS AND RESPONSE REQUIREMENTS	16
15.01	.....	16

ARTICLE 16	HEALTH AND WELFARE	16
16.01	Insurance Plan	16
16.02	Workplace Safety and Insurance Board Coverage.....	17
16.03	Change of Carrier	17
16.04	Immunization	17
ARTICLE 17	PERSONAL PROTECTIVE EQUIPMENT AND APPAREL FOR VFF..	17
17.01	.....	17
17.02	.....	17
17.03	.....	17
17.04	.....	17
17.05	.....	18
17.06	.....	18
ARTICLE 18	HEALTH AND SAFETY	18
18.01	.....	18
ARTICLE 19	TRAINING AND CERTIFICATION	18
19.01	.....	18
19.02	.....	18
19.03	.....	19
19.04	.....	19
19.05	.....	19
ARTICLE 20	MISCELLANEOUS	19
20.01	.....	19
20.02	.....	19
20.03	.....	19
20.04	Milage.....	19
20.05	Emergency Call Response	19
20.06	Bulletin Boards.....	20
20.07	.....	20
ARTICLE 21	SENIORITY	20
21.01	.....	20
21.02	.....	20
21.03	.....	20
21.04	Seniority List	20
ARTICLE 22	WAGES	20
22.01	.....	20
22.02	.....	21
22.03	.....	21
22.04	.....	21

22.05		21
ARTICLE 23	DURATION OF AGREEMENT	21
23.01		21
23.02	Retroactivity	21
SIGNING PAGE		22
SCHEDULE "A"		23
SCHEDULE "B"	Hours of Employment and Responsibilities	24

ARTICLE 1 - GENERAL PURPOSE

1.01 Whereas it is the desire of both parties to this agreement:

- (a) To maintain the existing harmonious relations between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union and the Employer;
- (e) To recognize the respective rights and responsibilities of the parties hereto one to the other.

1.02 Definitions:

- a. When used in the agreement "CAO" shall mean the Municipalities Chief Administrative Officer.
- b. When used in the agreement "Employer" shall mean the Municipality of Shuniah
- c. When used in the agreement "Union" shall mean The Canadian Union of Public Employees.
- d. When used in the agreement "volunteer or employee" shall refer to any volunteer fire fighter or fire prevention officer, employed with the employer.
- e. Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto require.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes CUPE and its Local 87 as the sole and exclusive bargaining agent for all volunteer firefighters as defined in the Fire Protection and Prevention Act 1997, employed by the Municipality of Shuniah save and except the Fire Chief and Deputy Fire Chief.
- 2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.

- 2.03 Probationary volunteers will be subject to all the terms and conditions outlined in the Agreement except where expressly excluded.
- 2.04 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Fire Chief, CAO, or his/her designate and the Union Steward and the CUPE National Representative.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Municipality and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Municipality to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, assign, promote, demote, classify, transfer, to suspend, and rehire employees and to discipline or
 - c) Make, enforce and alter from time-to-time rules and regulations to be observed by the volunteers;
 - d) Determine the nature and kind of business conducted by the Municipality, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of all jobs, the qualifications for all jobs, the schedules of work, the number of volunteers to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Municipality except as specifically limited by the express provisions of this Agreement;

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Municipality and the Union agrees 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 race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, place of residence, or place or origin or such person or employee or because of an employee's membership or non-membership in the union or association or because of his activity or non-activity in the Union.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.

5.02 Deduction of Dues

The Employer agrees to deduct from the wages and salaries of the employees covered by this agreement, the dues payable to the Canadian Union of Public Employees, Local No. 87, which shall be turned over by the end of the following month in which the dues were collected, in one sum to the Treasurer of said Union, accompanied with a list of names of the employees and the amount of earnings deducted for each employee.

The deduction and payment of any other assessment as would relate to this Article will be made only upon written approval of the employee.

The Union shall save the Employer harmless with respect to all dues or the equivalent thereof deducted and remitted under this Agreement, and with respect to any liability the Employer might incur as a result of such deductions.

5.03 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone numbers (and other available personal telephone numbers, such as cellular numbers), and personal email.

The employee contact list will be provided in an electronic spreadsheet to the CUPE National Representative on a quarterly basis.

It shall be the responsibility of the volunteer to keep the Employer informed of their current address, phone number and email address (if one exists) at all times.

ARTICLE 6 - RESOLUTIONS AND REPORTS OF THE MUNICIPALITY

6.01 Employer Shall Notify Union

The Employer agrees that, where practicable, any reports or recommendations about to be made to the volunteers dealing with matters of policy and working conditions, which affect volunteers within the bargaining unit, shall be communicated to the volunteers in time to afford them a reasonable opportunity to respond.

6.02 New Employees

The Employer agrees to acquaint the employee with the fact that a Union Agreement is in effect.

ARTICLE 7 – LABOUR MANAGEMENT/ NEGOTIATIONS/UNION REPRESENTATION

7.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three members of the Employer, and not more than three members of the union, including the CUPE National Representative, or unless otherwise agreed to. The parties will advise the other in writing of the names of those elected or appointed to the Bargaining Committee.

It is the function of the Bargaining Committee to negotiate the provision of the collective agreement on behalf of the employees.

Members of the Bargaining Committee will be paid their regular rate of pay for time spent when at the table.

7.02 CUPE National Representative

The members of the Union shall have the right, at any time, to have the assistance of the CUPE National Representative when dealing or negotiating with the Employer.

7.03 Labour Management Committee

There shall be a Labour Management committee comprised of two (2) representatives from the Union and two (2) representatives from the employer. The committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of a grievance will not be discussed at the committee.

The Committee will meet quarterly at the municipal office provided there are items to be discussed. The duty of the Chairperson will rotate between the parties. Each party will provide the other the agenda item(s) (1) week prior to the meeting. Meetings will be scheduled, and employees shall be paid for their regular hourly rate while in attendance.

7.04 Recognition of Stewards

The Corporation acknowledges the right of the Union to elect or appoint 3 Stewards, two (2) Stewards in Suppression and (1) Prevention. The Steward may assist any employee the Steward represents, in the preparation and presentation of a grievance in accordance with the grievance procedure.

The Union recognizes that a Steward will not leave her/his work during working hours to perform her/his duties under this Agreement without obtaining the permission of her/his supervisor or designate. Permission to leave work shall not be unreasonably denied.

7.05 Grievance Committee

Meetings of the Local Union can take place in fire stations with the advanced approval of the Employer.

In the event the employer is investigating a member, 48 hours' notice will be given to the member and the Union in writing, identifying allegations, allowing the member preparation time to respond to the allegations.

All employees shall have the right to a Union Representative during meetings where the Employer intends to file documentation in the employee's file.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.01 The Union agrees that there shall be no strikes and the Employer agrees that there will be no lockouts during the term of this agreement. The meaning of strike and lockout shall be as defined in the Labour Relations Act as amended from time to time.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee or group of employees or the Union as to the interpretation, application, administration or alleged violation of the provisions of the Agreement.

9.02 Settling of Grievance

It is the mutual desire of the parties hereto that complaints of volunteers shall be adjusted as quickly as possible. If a volunteer has a complaint, such complaint shall be discussed with the Deputy Chief or designate within fifteen (15) working days after the circumstances giving rise to the complaint have originated or occurred. If the Deputy Chief is unable to adjust a complaint to their mutual satisfaction within seven (7) working days in writing, the volunteer may proceed with the grievance procedure within seven (7) working days following the decision of the Deputy Chief.

The grievance of a volunteer properly arising under this Agreement should be adjusted and settled as follows:

Step 1

The Union must submit a written grievance, signed and dated by the volunteer, to the Fire Chief or designate. The nature of the grievance, the remedy sought, and the section or sections of the Agreement, which are alleged, to have been violated must be set out in the grievance. Within seven (7) working days of the receipt of the grievance by the Fire Chief, a meeting with the Grievor and the Union shall be held to discuss the grievance. The Deputy Chief or designate will deliver their decision in writing within seven (7) working days after the meeting at which the grievance was discussed. Failing settlement, the next step of the grievance procedure may be taken.

Step 2

Within seven (7) working days following the decision under Step No. 1, the Union must submit the grievance to the CAO or designate. Within seven (7) working days of the receipt of the grievance by the Employer, a meeting shall be held to discuss the grievance with Grievor and the Union. The grievor must be present at this meeting. A decision in writing shall be delivered by the party receiving the grievance within seven (7) working days after the meeting at which the grievance was discussed.

Step 3

Failing settlement, of the grievance following Step 2, the Union may, within thirty (30) working days, submit notice in writing to the Municipality of their intention to refer the dispute to arbitration.

9.03 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be heard at Step No. 2 within ten (10) working days of the event giving rise to the grievance.

9.04 Group Grievance

Where two (2) or more volunteers have identical grievances and each volunteer would be entitled to grieve separately, the Union shall submit the grievance at Step No. 2 within ten (10) working days of the event giving rise to the grievances. A list of all volunteers participating in the grievance shall be provided by the date of the meeting between the parties at Step 2. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

9.05 Discharge Grievance

A grievance involving the discharge of a volunteer who has successfully completed their probationary period must be reduced to writing and originated under Step No. 2 within ten (10) working days of the volunteer being notified of their discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the volunteer.

Notwithstanding anything in this Agreement, a probationary volunteer may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer and such action by the Employer is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

9.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the volunteer or volunteers involved.

9.07 The volunteer grievor may have the assistance of a steward or outside representative from the Union at any step of the grievance procedure, if requested.

9.08 In the event of disciplinary action, the volunteer shall be given forty-eight (48) hours' notice of the meeting where such disciplinary action shall be delivered. The Volunteer may have a union steward present, if requested by the volunteer.

9.09 Any letter of discipline, suspension or other sanction shall not remain on file beyond twenty-four (24) months when there is a clear disciplinary record from the date of the last occurrence.

9.10 Satisfactory Settlements

Grievances settled satisfactorily within the time allowed shall date from the time the grievance was first filed.

9.11 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

9.12 Management Grievance

It is understood that the Employer may bring forward at a meeting with the Union, a complaint with respect to what it deems is a violation of the agreement. After discussion, the Union will have seven (7) working days to respond to the complaint. If the Employer feels the response is unsatisfactory it can refer the matter to Arbitration within thirty (30) working days of the date it receives the Unions response

ARTICLE 10 - ARBITRATION

10.01 Submitting to Arbitration

If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement. It is understood between the parties that a single arbitration process shall be used. When the parties are selecting arbitrators, each shall respond to each other in writing within thirty (30) calendar days.

10.02 Use of a Single Arbitrator

The arbitration procedure incorporated in this agreement shall be based on the use of a single arbitrator.

10.03 Selecting an Arbitrator

The grieving party shall submit a list of five arbitrators for consideration. If none of the five is chosen, then the other party shall, within five (5) working days of the date the first list was received, submit a list of five different names for consideration. If none is selected within five (5) working days, either party may ask the Minister of Labour to make an appointment.

10.04 Expenses of Arbitration

Except where otherwise provided for in this agreement, each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

10.05 Authority of Arbitrator

The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.

10.06 Time Limits

The time limits set out in both the grievance and arbitration procedures herein are excluding Saturdays, Sundays and paid holidays. Such time limits are mandatory and the failure to comply strictly with such time limits except by the written Agreement of the parties shall result in:

- i) If the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the Union within the time limit as prescribed.
- ii) If the grievance has not been processed by the Union in accordance with

all the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned.

- iii) Time limits may be extended only by written, mutual agreement of the parties.

10.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.08 Mediation

By mutual consent the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation.

ARTICLE 11-PROBATION AND PERMANENT STATUS

11.01

- a) All new fire fighters will be on probation for one (1) year and must complete the minimum training mandated by the Employer during this period
- b) The discharge of a probationary volunteer will be subject to the provisions of Article 9.05 of this Collective Agreement.

11.02 Loss of Permanent Status and Employment Rights

A volunteer shall lose permanent status and shall be deemed to be terminated if they;

- 1) they are discharged for just cause and are not reinstated.
- 2) they resign in writing and do not withdraw within two (2) days.
- 3) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 4) They are laid off for a period longer than one (1) year.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 For the purpose of lay off and recall to employment, seniority shall be defined as continuous service with the Employer inclusive of vacations, but exclusive of periods of lay off, and any periods of leaves of absence.
- 12.02 When the Employer decides that a lay off is necessary in any classification or a recall to a position in any classification is available, the following factors shall be considered:
- a) Skill, ability, experience, qualifications, education/professional development, suitability, competence, efficiency, call response history, physical capabilities, time of day availability and distance from the Station;
 - b) Seniority within the classification. When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern. It is understood and agreed that the Employer shall be the sole judge of the overall requirements of the Fire Service and the sole judge of assessing volunteers as per (a) above.
- 12.03 The Employer agrees that it will notify the Union of a pending lay off at the same time that it notifies the volunteer(s) of the pending layoff.
- 12.04 No new volunteer will be hired into a classification where volunteers are on layoff with recall rights under the provisions of the Collective Agreement until such volunteer has been offered a recall in accordance with Article 11.02.

ARTICLE 13 - JOB POSTING

- 13.01 A determination of the existence of a vacancy shall be in the sole discretion of the Employer.
- 13.02 When the Employer determines that a vacancy exists in the classification of Captain a notice shall be posted in the workplace for fourteen (14) calendar days.
- 13.03 In assessing the applicants, the Employer shall consider the following factors:
- a) Skill, ability, experience, overall work performance, qualifications, education/professional development, suitability, competence, efficiency, leadership skills, and physical capabilities;
 - b) Seniority (if applicable) with the Employer. When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority (if any) shall govern. It is understood and agreed that the Employer shall be the sole judge of assessing the applicants as per (a) above.

- 13.04 A volunteer who is awarded a position pursuant to this provision shall be subject to a trial period of six (6) consecutive months. At any time during the trial period, the volunteer may be transferred back to their former position at the Employer's request or at the request of the volunteer, and such transfer is not subject to the grievance or arbitration provisions and does not constitute a difference between the parties. Any individual affected by that occurrence will likewise be returned to their former positions.
- 13.05 The name of the successful applicant as a result of the Employer's decision under Article 13 shall be posted following notification to the successful candidate.
- 13.06 If the employer creates permanent full-time and/or part-time positions, those positions will be posted in accordance with Article 13 for fourteen (14) calendar days internally prior to being advertised externally.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 The Employer may grant a leave of absence to any volunteer fire fighter. A volunteer wishing to take a leave shall make a written request to the Fire Chief.
- 14.02 Upon returning from a leave of absence of six (6) months or more, the volunteer must comply with the Employer's Safe Return to Work policy on reintegration and complete core training catch up.
- 14.03 If a volunteer is absent from work due to an illness or injury, prior to the volunteer's return to work, a physician must confirm in writing to the Employer's satisfaction that the volunteer firefighter is completely fit in all respects to return to active duty. The Employer will provide the physician with documentation outlining the duties of the position.

ARTICLE 15 - CLASSIFICATIONS AND RESPONSE REQUIREMENTS

- 15.01 Upon the request of a volunteer fire fighter, the Fire Chief will provide a letter to the individual's regular employer confirming that the volunteer fire fighter is a member of the Shuniah fire department.

ARTICLE 16 - HEALTH AND WELFARE

16.01 Insurance Plan

- a. The Employer will also pay one hundred percent (100%) of the premiums for insurance coverage through VFIS Accident and Sickness Program. The Employer will provide twenty-four (24) hour coverage for Volunteer Firefighter(s).

- b. The Employer will pay one hundred percent (100%) of the premiums for insurance coverage to provide twenty-four (24) hour coverage for each volunteer, and such coverage will include as a minimum Accidental Death and Dismemberment Insurance with a principal amount equaling \$150,000 for on-duty coverage and off-duty coverage for all volunteer firefighters.

16.02 Workplace Safety and Insurance Board Coverage

The Employer agrees to set the amount of Workplace Safety and Insurance Board (WSIB) coverage at the maximum allowable rate as set by WSIB.

16.03 Change of Carrier

It is understood that the employer may anytime substitute another carrier for any plan provided the benefits are equivalent.

16.04 Immunization

Volunteer Firefighters required to obtain immunizations which are not covered by OHIP will be reimbursed by the Employer.

**ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT AND APPAREL FOR
VOLUNTEER FIRE FIGHTERS**

- 17.01 The Employer agrees to provide volunteers with the necessary Personal Protective Equipment that meets or exceeds the requirements of the applicable standard and regulation.

- 17.02 The Municipality agrees they will supply Suppression that have completed the probationary period with the following:

- a. One (1) All Season Jacket;
- b. Station attire selected by the Chief's consisting of:
 - i. Two (2) pairs of pants after 3 years upon request.
 - ii. Two (2) shirts after 3 years upon request.

- 17.03 All items listed in Article 17.01 and any other Employer issued equipment is the property of the Employer and shall be returned upon retirement, resignation or termination.

- 17.04 The Municipality agrees they will supply Fire Prevention that have completed the probationary period with the following:

- a. 2 Pair of Fatigue Pants – after 3 years, upon request
- b. 2 Shirts – after 3 years, upon request
- c. 1 Sweater

- d. All Season Jacket
- e. 1 Pair of Gloves
- f. 1 Winter Hat
- g. 1 Baseball Cap
- h. Photo I.D. Wallet/Badge Type
- i. Name badge for uniform
- j. 1 Tie
- k. 1 Belt

17.05 The Municipality will repair or replace worn, damaged, or ill-fitting apparel at its discretion which shall not be unreasonably exercised.

17.06 The Employer will pay a \$250 boot allowance to all volunteers every 2 years. Payment eligibility will be calculated from the date of the last purchase by the volunteer.

ARTICLE 18 – HEALTH AND SAFETY

18.01

- a. The Employer and CUPE agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the Volunteer Firefighters in all matters dealing with Health and Safety subject to the *Occupational Health and Safety Act 1990 R.S.O. of Ontario and the Regulations* thereto.
- b. Two (2) representatives from the bargaining unit shall participate on the Committee and the co-chair from the volunteer group shall be selected in accordance with the Employer's terms of reference.
- c. Volunteers will be paid their regular rate of pay for attending a scheduled Occupational Health and Safety meeting.

ARTICLE 19 – TRAINING AND CERTIFICATION

19.01 1) The Employer agrees to pay the tuition costs for courses authorized by the Fire Chief or his designate that are outside of the municipal boundary. When a volunteer is authorized to use his own vehicle to travel to and from such course(s), the Employer will pay the applicable rate per kilometer as established by Municipalities policy.

- 2) The Employer will assist any volunteer firefighter in obtaining and maintaining a DZ license by making available vehicles where necessary for training and licensing.

19.02 The Union and Employer are agreed that maintenance training is essential, and it is expected that a voluntary fire fighter will make all reasonable efforts to attend such

training on a regular basis. The Fire Chief or his designate will monitor such attendance on a quarterly basis. If the Fire Chief determines that a fire fighter is not regularly attending training, he will meet with the individual to discuss his attendance issues and determine what course of action is required.

- 19.03 If the fire fighter, after meeting with the Fire Chief does not demonstrate better attendance further action will be taken up to and including termination. The Union agrees that an individual terminated for failure to maintain a proper level of training will not be able to grieve his termination.
- 19.04 All volunteers are required to maintain certification in those areas determined by the Employer as necessary to provide the level of professional service of the department.
- 19.05 The Employer also agrees to pay for the initial and ongoing medical notes to meet MTO requirements.

ARTICLE 20 – MISCELLANEOUS

- 20.01 Volunteer fire fighters will receive \$30.00 monthly for use of their personal cell phones.
- 20.02 Suppression and Prevention will assist each other as needed at the discretion of the Chief.
- 20.03 The Parties agree to adhere to established SOPs and SOGs on file.

20.04 Mileage

When asked to use their own personal vehicle to deliver or acquire supplies or materials for use at the station a volunteer may submit a claim for mileage reimbursement at the rate per kilometer as established by the Revenue Canada. A volunteer being asked to do a truck check other than at the fire hall closest to his/her home will be paid milage at the Revenue Canada rate. Milage will be paid from the volunteers nearest fire hall to and from the fire hall where the check is being made

20.05 Emergency Call Response

- 1. Upon the request of a volunteer firefighter, the Fire Chief, will provide a letter to the individual's regular employer confirming the volunteer fire fighter is a member of the Shuniah Fire Department.
- 2. Where a member of the bargaining unit is also employed by the Employer in a capacity not within the bargaining unit, that volunteer firefighter may request permission from their supervisor to respond to fire calls during working hours. The Chief Administrative Officer shall maintain, and provide to each

Department Head, a list of all volunteer firefighters that hold concurrent employment with the Corporation.

20.06 Bulletin Boards

The Employer shall designate Bulletin Board space in each volunteer station for the posting of Union notices. Such notices shall be signed by a member of the Union. Information that could be considered political in any way, or pertains to a matter that the Employer considers inappropriate, can be removed by the Employer.

20.07 Officers shall be paid their regular hourly rate to attend scheduled meetings with the Chief.

ARTICLE 21 - SENIORITY

21.01 For the purpose of this agreement, seniority shall be determined by a volunteers date of hire into this bargaining unit, effective the day they pass their probationary period.

21.02 In the event there are employees with the same seniority date and the employer needs to determine who is more senior for that circumstance, the names shall be drawn from a hat with a representative of the Union present.

21.03 The Employer will maintain a seniority list showing the date upon which each fire fighter's service commenced. An up to date seniority list will be posted in January and June of each year.

21.04 Seniority List

The Employer shall prepare and maintain a seniority list covering all employees (by hire date and then alpha order by last name), within the bargaining unit and will post a current copy on the bulletin boards on or before January 31st and July 31st of each year. The list shall include date of hire, and job classification. A copy of the list will be forwarded to the Union.

ARTICLE 22 WAGES

22.01 The Employer shall annually provide each volunteer with a T4 showing the previous year's annual earning, less any exemptions permitted by the Income Tax Act. Volunteers will be paid their normal hourly rate for time spent taking in-house training. The Fire Chief will provide the number of hours to be paid for each course being offered.

All certification training will be paid upon successful completion. The Fire Chief will provide the total number of hours for this training prior to the commencement of the

training.

A Volunteer Firefighter will respond to an alarm when he or she is available to respond. Each fire fighter shall determine in their discretion when he or she is available to respond to an alarm.

When a volunteer firefighter assists the Fire Chief or Designate with an investigation or is summoned to appear at an inquest they shall be paid at their straight time hourly rate of pay for all time spent.

The Employer and CUPE agree that the Volunteer Fire Fighters and Volunteer Fire Prevention Officers shall be incorporated in the wage grid in the Collective Agreement.

- 22.02 The wage rates set out in Schedule "A" for Volunteers in the bargaining unit are attached hereto and forms part of this Agreement.
- 22.03 The Employer shall pay vacation pay pursuant to the Employment Standards Act.
- 22.04 Volunteer firefighters may be requested by the Fire Chief or Designate to deliver in-house training. If this occurs the volunteers will be paid one (1) hour at their regular hourly rate for the purpose of preparation in advance of delivering the training. The Volunteer may request additional planning time which may be granted at the discretion of the Fire Chief or designate.
- 22.05 Designated Captains, and Training Officer shall receive a quarterly stipend of five hundred dollars (\$500). A Captain or a Training Officer can hold both positions but are only entitled to one stipend.

ARTICLE 23 - DURATION OF AGREEMENT

- 23.01 This Agreement shall remain in effect from January 1, 2026, to the 31st of December 2028. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.
- 23.02 Retroactivity

All changes in the new agreement shall be adjusted retroactively to April 1, 2026 unless otherwise agreed to.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16 day
of June, 2026.

Dated at Thunder Bay, Ontario, this 16 day of June, 2026.

Signed on behalf of
MUNICIPALITY OF SHUNIAH



Susan Moore

Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 87



Neil Pearson

Don Murray

SCHEDULE "A"

CLASSIFICATION	Effective April 1, 2026	Jan. 1, 2027 3% Increase	Jan. 1, 2028 3% Increase
Certified Captain Training Officer	\$30.00	\$30.90	\$31.83
Certified Prevention Officer	\$30.00	\$30.90	\$31.83
Certified Firefighter	\$30.00	\$30.90	\$31.83
Non-Certified Firefighter	\$18.00	\$18.54	\$19.10

SCHEDULE "B"
HOURS OF EMPLOYMENT AND RESPONSIBILITIES

1. Emergency Response Calls

- a. When a Volunteer Firefighter responds to an emergency event, payment shall begin at a time the firefighter responds to the page. If a volunteer is contacted by some other means and responds, then payment shall begin at the time they are contacted. If a call is cancelled within ten (10) minutes of the page, no pay will be issued. However, if the firefighter has already left home or arrived at the station they will be paid for one (1) hour at straight time hourly rates.
- b. Any additional calls within the one (1) hour time frame is not eligible for the minimum one(1) hour payment, unless the volunteer has been released from the first call.
- c. Payment for emergency response shall conclude at:
 - i. The time that the volunteer firefighter left the scene and ceased involvement in the call; or
 - ii. If required to return to the station to assist with the clean-up and return to service of the apparatus and equipment, then until the time that volunteer is released from duty by the ranking officer in charge of the incident.
- d. In the event a training night is disrupted by an emergency response, volunteers shall not receive simultaneous payment for training and the response. Firefighters that leave the training event to attend to the emergency call and are released by the officer in charge, shall be paid from the time that they leave the station until they return to station.
- e. Volunteer Firefighters shall be paid at the rate of time and a half (1.5X) when they respond to a call on the following holidays.

New Year's
Family Day
Good Friday
Victoria Day
Labour Day
Canada Day
Thanksgiving
Christmas Day

Boxing Day

Such premium payment shall begin once the page is sent on the defined public holiday (between the hours of 00:00 - 23:59) and will remain in effect until the call is ended in accordance with Schedule "B".

2. Training - Weekly Events

- a. Volunteers shall each be paid to attend scheduled weekly training events at their straight time hourly rate.

3. Training - Other

For training events that are authorized by the Fire Chief and take place at some time other than the scheduled weekly training event, the Employer shall pay volunteers for all such hours at the employees straight time hourly rate, to a maximum of eight (8) hours of pay for attendance at a single event in a day.

4. Fire Prevention

Volunteers that are assigned to participate in fire inspections, education, or other prevention duties shall be paid their straight time hourly rate for all such hours.

5. Witness Duty

A volunteer subpoenaed to act as a witness in a criminal or civil court proceeding in connection to their volunteer firefighter service with the Employer, and whose wages are not continued by their regular Employer shall be compensated at their regular rate, set out in Appendix "A" for each hour of required attendance, less any payment received for witness duty.