



COLLECTIVE AGREEMENT

between

The Corporation of the City of Sarnia

and

The Sarnia Professional Firefighters' Association

January 1, 2014 – December 31, 2016

INDEX

		Page
ARTICLE 1	EMPLOYEES COVERED	1
ARTICLE 2	SENIORITY	1
ARTICLE 3	RECOGNITION	2
ARTICLE 4	DUES SHOP	2
ARTICLE 5	DISCRIMINATION & COERCION	2
ARTICLE 6	STRIKES AND LOCKOUTS	3
ARTICLE 7	HOURS OF WORK AND OVERTIME	3
ARTICLE 8	VACATIONS	6
ARTICLE 9	STATUTORY & DECLARED HOLIDAYS	7
ARTICLE 10	EMPLOYMENT BENEFITS	7
ARTICLE 11	SALARIES	12
ARTICLE 12	PROMOTIONAL SYSTEM	20
ARTICLE 13	LEAVE OF ABSENCE	27
ARTICLE 14	PENSIONS	28
ARTICLE 15	UNIFORMS AND EQUIPMENT	29
ARTICLE 16	DISCIPLINE AND DEVOTION TO DUTY	31
ARTICLE 17	PRESERVATION OF EMPLOYMENT STATUS	32
ARTICLE 18	GRIEVANCE PROCEDURE	32
ARTICLE 19	ARBITRATION	34
ARTICLE 20	TECHNOLOGICAL CHANGE	34
ARTICLE 21	DURATION	35
LETTERS OF UNDERSTANDING		
RE: POLICY FOR THE ALIGNMENT OF SQUAD PERSONNEL		36
RE: VACATION RESCHEDULING		38
RE: ARTICLE 10:06 SICK LEAVE		41
RE: 24- HOUR SHIFT		42

between

THE CORPORATION OF THE CITY OF SARNIA

hereinafter called the "*Employer*"

OF THE FIRST PART

and

THE SARNIA PROFESSIONAL FIREFIGHTERS' ASSOCIATION

hereinafter called the "*Employee*"

OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, and to develop and maintain a spirit of co-operation between the Employer and the Association, and to promote and to establish an efficient Fire Rescue Services.

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1 EMPLOYEES COVERED

1.01 The provisions of this Agreement shall apply to all employees of Sarnia Fire Rescue Services.

1.02 Whenever the word "employee" is used, it shall mean a full-time firefighter as described in the Fire Protection and Prevention Act, except the Chief, Deputy Chief and the Assistant Deputy Chief (formerly Chief Fire Prevention Officer).

1.03 Each new employee shall be deemed to be a probationer for the first twelve (12) months of his employment, and the provisions of this Agreement shall apply to probationers if and where specifically provided herein.

1.04 Wherever applicable in this Agreement, the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine.

ARTICLE 2 SENIORITY

2.01 Seniority shall be the date a firefighter commenced full-time employment, including probationary service, with Sarnia Fire Rescue Services and is accumulated on a Department wide basis.

2.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, and furnish the Association yearly with a copy of the list. The list shall be kept up to date by the Employer.

2.03 When multiple hirings with the same starting date occur, seniority will be established on the basis of the employee's payroll number. Payroll numbers will be assigned in the order that new hires are selected.

2.04 Any firefighter on becoming Chief, Deputy Chief or Assistant Deputy Chief (formerly Chief Fire Prevention Officer) may return to his former position within twelve (12) months from the date of his promotion without any loss of departmental seniority. Former employees, re-entering the service after Association continuity has been broken in excess of twelve (12) calendar months, shall be considered a probationer, and seniority shall start as of the date of the former employee re-enters service.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Sarnia Professional Firefighters' Association, duly elected, as the exclusive bargaining agent for all employees of Sarnia Fire Rescue Services.

ARTICLE 4 DUES SHOP

4.01 All employees of Sarnia Fire Rescue Services shall be a member of the Sarnia Professional Firefighters' Association. All new employees upon becoming employed by the Sarnia Fire Rescue Services shall become members of the Sarnia Professional Firefighters' Association.

4.02 Under the terms of this Agreement the Employer is authorized to deduct an amount equal to the normal monthly dues of an Association member from the earnings of each employee covered by this Agreement. This deduction will be deducted from the employees' earnings each pay, and the Employer shall remit the same at the end of each month to the Treasurer of the Association.

4.03 The Association indemnifies the Employer from any and all claims which may be made against the Employer for amounts deducted from pay in accordance with Article 4.02.

4.04 The Corporation agrees to have this Collective Agreement printed in book form, folded in half on 8½ x 11 inch paper.

ARTICLE 5 DISCRIMINATION AND COERCION

5.01 There shall be no discrimination or intimidation against any employee because of the employee's membership in the Sarnia Professional Firefighters' Association, or by virtue of his holding office in the said Association.

5.02 Provisions of this Agreement shall be applied to all employees without discrimination.

5.03 The employees may have the privilege of holding Association meetings in the Fire Hall, it being understood that these meetings will not be held at times or places which may in any way interfere with the successful operation of the Department, and subject to the approval of the Chief.

ARTICLE 6 STRIKES AND LOCKOUTS

6.01 The Association by its own virtue, considering the character of the work of its members; being the protection of the lives and property of the citizens and the community in case of fire or similar hazards, agree that there shall be no strikes or support of strikes. The Corporation agrees that there shall be no lockouts. The definition of "strike" or "lockout" shall be as defined in the Labour Relations Act of Ontario as provided for in the Fire Protection and Prevention Act.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.01 The firefighters shall be required to work an average of forty-two (42) hours per week. The schedule which is in force as of January 1st, 1978, shall remain in force unless a change thereto is agreed upon by the parties.

7.02 Exclusive of training courses and the exigencies of duty, employees' working days on a permanent basis shall work an average of forty (40) hours per week. The schedule shall consist of a four (4) day, ten (10) hours per day, work week as determined by the Fire Chief/designate. The four (4) day work week will be scheduled Monday to Thursday or Tuesday to Friday and may be modified from time to time subject to mutual agreement between the Chief/designate and the employee.

7.03 Employees required to work after completion of their normal shift will be compensated at time and one-half (1½) for all hours worked. The hourly rate for shift employees will be based on 1/2184 of the employee's yearly salary. The hourly rate for day employees will be based on 1/2080 of the employee's yearly salary. Day employees who are required to work overtime may elect to receive payment for overtime worked or time off in lieu of overtime worked at a time mutually agreeable between the employee and the Chief. Day employees who accumulate time off in lieu of overtime shall be limited to a maximum of forty (40) hours in their time owing bank at any one time. All overtime earned above forty (40) hours shall be disposed of by cash payment until such time as the employee uses all or part of his banked time. All time banked in one year but not used by January 31st of the following year shall be disposed of by cash payment in accordance with the provisions of this Agreement. Payment for banked overtime shall be at the overtime rate that the hours were accumulated.

When committee member compensation rates are not legislated (eg. as in the OHSA) the Corporation shall compensate fire fighters that serve on approved Sarnia Fire Rescue Service committees. Hours shall be determined by the Chief and paid at one times (1) the hourly rate for all hours. Employee may opt to relinquish their pay for time owed. The time owed will be scheduled as soon as reasonably practicable after the committee meetings, at a mutually agreed upon date between the employee and the Chief or designate. When a time owing request can not be agreed upon the employee may revert back and request pay at the rate of one times (1) the regular rate.

7.04 Overtime will be administered through a combined seniority/overtime hour based system as follows:

- a) The employee with the lowest number of hours, by seniority, will be the first employee offered the overtime.
- b) Officers called in on overtime may not work an overtime vacancy that is below their rank. The overtime vacancy will be filled by existing qualified staff bumping upwards or downwards.
- c) Employees that are bypassed, because the reassignment of on duty employees is not functionally possible, will be offered the next available overtime.
- d) Any employee that is mistakenly bypassed for overtime will be offered the next available overtime position, provided they are qualified for the position.

7.05 When an employee is required to return to work after his regular hours in case of emergency, he shall be paid for a minimum of two (2) hours at a rate of time and one-half (1½).

7.06 Employees referred to in this Article who are engaged to be on stand-by duty for periods of seven (7) days, 8:00 a.m. Monday to 8:00 a.m. of the following Monday outside of regular hours of work when so engaged, shall:

- (i) take his turn on a strictly rotating basis;
- (ii) be paid stand-by pay at the rate of \$91.00 for each seven (7) days of such stand-by duty.

Employees referred to in this Article, 7.06, who are recalled to duty while on stand-by, shall be paid in accordance with the provisions of Article 7.05 of the Collective Agreement.

7.07 If a firefighter is required to attend court on behalf of the Corporation or proceedings arising from his duties pertaining to Sarnia Fire Rescue Services, he shall be compensated at the rate of time and one-half (1½) for all hours required at proceedings. A minimum of two (2) hours at time and one-half (1½) shall apply. Any monies received from proceedings shall be directed to the Corporation, except monies classified as travel or reimbursement for expenses incurred.

7.08 (i) When an employee attends an approved training course which falls on the employee's "scheduled day(s) off", that employee will be compensated in the following manner:

The employee will be allowed to take one (1) day off work for each of the "scheduled day(s) off" that fall during the employee's attendance at the approved training course. The days owing will be taken immediately following the employee's return or at a time mutually agreed to by the employee and Fire Chief/designate.

(ii) When an employee is scheduled for duty Sunday but is required to be at the Ontario Fire College Monday morning, the Sunday will be considered a work/travel day and not a "scheduled day off". Normal practice at the College is to excuse students earlier on Friday, therefore, Friday will also be considered a work/travel day in most incidences. Compensation for up to two (2) travel days to the Ontario Fire College will be six (6) hours pay at time and one half (1½) for each day, if not a scheduled day/night shift at work. This travel time may be taken as time owing at a time mutually agreed to by the employee and Fire Chief/ designate as soon as reasonably practicable after the occurrence. Employees scheduled to work on the travel day will be paid their normal wages for that day.

Employees required to travel after completion of their normal shift will be compensated as per Article 7.03 of the Collective Agreement.

Similar arrangements will be established for those attending courses at the Ontario Fire College on alternate days.

7.09 Attendance at meetings for negotiations, conciliation, mediation, interest arbitration, grievance meetings and rights arbitration will be at no loss of pay and shall not result in overtime and or wage premiums being paid to Association Executive members involved in such meetings.

7.10 An employee absent from active duty by reason of being off pursuant to an approved Workplace Safety and Insurance Board claim for a period in excess of one month will be deemed to have been re-assigned to 10-hour days, (or the length of the current day shift), Monday to Thursday or Tuesday to Friday, retroactive to the first day of absence. Subject to the employee's functional abilities, the employee may not work the full day shift. This article is solely for accounting purposes and will not affect an employee's wages or benefits.

7.11 Subject to the pre-approval of the Fire Chief or designate which in their opinion is in the best interests of the employer, an employee will have outside the established departmental training, paid in accordance with the City's education reimbursement policy.

7.12 Attendance at all Senior Officer meetings will be at no loss of pay and shall not result in overtime of wage premiums being paid. The attendees to meetings will be compensated at a rate of 1.5 times hours of bankable time.

7.13 An employee may bank their overtime to be used as paid time off from work subject to the approval of the Fire Chief and or designate and the paid time off does not create overtime for Sarnia Fire and Rescue. The employee must report to work prior to being eligible to request the use of their banked overtime for paid time off from work.

There will be no carry over of accumulated overtime (flex time) to the following calendar year and it will be paid out or used as paid time off from work in the calendar year that the employee worked the overtime. Accumulated overtime (flex time) pay-out shall be the first week of December based on the rate of pay at the time the overtime was worked. Only overtime accumulated during the calendar year will be considered for the December pay-out.

ARTICLE 8 **VACATIONS**

8.01 Employees of the Department shall be entitled to the following annual vacation with pay:

1 year of completed service 2 weeks of vacation per annum
5 years of completed service 3 weeks of vacation per annum
10 years of completed service 4 weeks of vacation per annum
15 years of completed service 5 weeks of vacation per annum
23 years of completed service 6 weeks of vacation per annum
30 years of completed service 7 weeks of vacation per annum

8.02 A draft vacation schedule for the next calendar year, prepared by the Platoon Chiefs and senior qualified Platoon Chiefs, will be submitted to the Chief, by October 31, for approval. The final vacation schedule approved by the Chief or designate will be posted by December 1. Vacation selection will be on a seniority basis in each platoon in accordance with established departmental practice.

8.03 A firefighter who is absent from duty for one month or more due to a leave of absence or long term illness, where the firefighter is not in receipt of wages, shall have his vacation entitlement pro-rated by the number of months actually worked in the previous year.

ARTICLE 9 STATUTORY AND DECLARED HOLIDAYS

9.01 Employees of Sarnia Fire Rescue Services shall be entitled to the following statutory and declared holidays, namely:

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

9.02 The twelve statutory and declared holidays named in Article 9.01 shall be as additional vacation.

9.03 Entitlement to statutory holidays will be limited in the employee's first calendar year of service, to those statutory holidays occurring after the employee's date of hire.

9.04 Employees required to work the day shift on a statutory and declared holidays shall be compensated at the rate of one and one half (1½) times their regular rate.

ARTICLE 10 EMPLOYMENT BENEFITS

10.01 The Corporation undertakes to pay the difference between Workplace Safety and Insurance Board full benefits and the net salary of those employees off duty as a result of an accident incurred in the performance of their duties; this is within the meaning of the Workplace Safety & Insurance Board Act. Anyone receiving less than full benefits will not receive any top up.

10.02 The Corporation agrees to make the following health and insurance protection plans available with the cost to be paid 100% by the Corporation for employees who have completed three (3) months employment. New employees may at their option, participate in the following plans by paying 100% of the premium costs for such benefit plans for their first three (3) months of employment.

- 1) Semi-Private Hospital Plan;
- 2) Extended Health Benefits Plan;

- 3) Vision Care - \$350.00 maximum every two (2) calendar years per employee and per dependant increasing to \$400.00 effective January 1 2016. Coverage will also include an eye exam every two (2) calendar years with a cap of one hundred dollars (\$100.00). Employees may use their 2 calendar year vision allotment towards a one (1) time laser eye surgery treatment.
- 4) Chiropractic/Physiotherapy/Massage Therapy Services - \$1,500 maximum per calendar year per employee and per dependant(s). Nursing care of up to \$200 per day up to a maximum of ninety (90) days per calendar year. Psychologist visits of one hundred dollars (\$100) for the initial visit and fifty dollars (\$50) for subsequent visits to a maximum of five hundred dollars (\$500) per calendar year. Speech therapist of up to \$200 per calendar year.

5) Hearing aids including repairs but excluding batteries, up to a maximum of \$500 every two calendar years.

6) The cost of PSA, CA-125 and HRT tests will be paid in full by the Employer.

The Extended Health Care Plan shall be a voluntary generic drug plan. The prescription dispensing fee is capped at \$9.00. The Extended Health Care Plan shall provide Deluxe Travel and Overage Dependant Student Coverage. Overage Dependant Student Coverage shall also be provided for the Vision Care Plan.

10.03 (1) Employees shall be granted sick leave at the rate of one and one-half (1½) days for each month of service. The sick leave is cumulative. Employees off on sick leave shall be deducted for the actual number of hours off duty. To determine the number of sick days to be deducted, twelve (12) hours shall represent one day except in the case of day workers, where ten (10) hours shall represent one day.

(2) Maximum severance pay equal to salary for one-half (½) the number of days or one-half (½) a year's salary, whichever is the lesser, shall apply to employees with ten (10) or more years of service under the following conditions:

(a) upon retirement

(b) upon termination of employment other than for cause

- (c) in the event of death of an employee regardless of the length of service, his estate shall be credited with benefits as outlined under Article 10.03 (2) above.
- (d) effective June 1, 2003, each day's pay for day employees will be computed and fixed at 1/208th of the employee's annual remuneration.
- (e) effective June 1, 2003, each day's pay for shift employees will be computed and fixed at 1/182nd of the employee's annual remuneration.
- (f) If a day shift changes from the hours identified in this article the day's pay for a day employee in 10.03(2)(d) will be adjusted to reflect the changed hours.

10.04(a) All eligible employees upon completion of three (3) months employment, shall be entitled to group insurance amounting to four times their annual salary rounded off to the nearest five hundred dollars (\$500.00) and an A.D. & D. (Accidental Death and Dismemberment) rider, and providing double the group insurance in case of a line of duty death. The Corporation agrees to pay 100% of the cost of this Plan. The existing benefits and eligibility provision will not change during the life of this Agreement. The Corporation will provide to the Association, a copy of the policies in effect between the carrier and the Corporation.

10.04(b) For clarification a firefighter eligible for the group insurance coverage and the A.D.& D. coverage pursuant to 10.04(a) shall be entitled to insurance amounting in total to six times his annual salary rounded off to the nearest five hundred dollars (\$500.00). During the term of the agreement the parties will meet to explore the cost and the feasibility of coverage for line of duty death due to occupational disease as part of A.D. & D. or as part of a separate rider.

10.05 The Corporation agrees, upon completion of three (3) months employment, to provide employees with Liberty Health Dental Plan #9 at the current O.D.A. Fee Schedule. The Corporation agrees to pay 100% of the cost of this Plan.

The above-noted Plan will provide for nine (9) month preventative check-ups for adults only and at once per six (6) months for dependant children. The Plan shall also provide Overage Dependant Student Coverage.

The Plan shall include an Orthodontic rider on a 50/50 co-insurance basis. Orthodontic coverage is for dependant children only, with a lifetime maximum of \$3,500.00 for each dependant child. The Plan also includes Liberty Health Rider 4, Major Restorative and Prosthodontic services 50/50 co-insurance, \$2,000.00 annually with 100% premiums paid by the City.

10.06 When requesting sick leave, the Corporation may request a doctor's certificate verifying when the illness commenced, when the employee may return to work or work restrictions if any. In all such cases such certificate will be required for all absences in excess of three (3) working days as a condition of payment of sick leave benefits.

The parties also agree that the cost of the doctor's certificates will be borne by the employer if the certificate meets the criteria set out in Article 10.06 above. Payment for the certificate will be capped at twenty dollars (\$20.00) and will be required within seven (7) days unless otherwise agreed to by the parties.

10.07 Employees taking early retirement will qualify for benefits to age sixty-five (65) or death, whichever occurs first, as follows:

- 1) Employee must qualify for an early unreduced retirement as set out in the O.M.E.R.S. Act;
- 2) Employee must have at least twenty-five (25) years of service;
- 3) Employee must remain a resident of Ontario;
- 4) Employee does not become employed elsewhere where similar benefit coverage as listed in article 10.02 and 10.05 is provided.

The division of the cost of coverage for such benefits shall be in accordance with the provisions of article 10.02 and 10.05.

Notwithstanding the provisions of this Article, any retiree may continue to be enrolled in a Group Life Insurance policy for \$25,000.00 coverage to age sixty-five (65). The premiums for this coverage will be the responsibility of the retiree.

10.08 Where an employee is charged with any criminal or statutory offence flowing from his duties and is subsequently acquitted of such charges, the employee shall be reimbursed for any reasonable expenses that have been taxed pursuant to the Solicitor's Act, and incurred as a result of such charge. Counsel for the employee shall conduct a practice within one hundred and fifty kilometres (150 km.) of Lambton County. It is further understood and agreed that the Employer may require employees to have the legal fees charged for their defence, taxed under the Solicitor's Act, and the Employer shall be responsible for the lesser amount. The cost associated with taxing the employee's legal fees shall be the responsibility of the Corporation. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage.

10.09 Employees required to use their personal vehicles in the performance of any of their duties shall be paid at the rate of thirty five cents (35¢) per kilometre.

10.10 Group Life dependency benefits will be \$10,000.00 spouse and \$10,000.00 per dependant child.

10.11 For employees retiring on a pension under the Ontario Municipal Employees Retirement System (OMERS), on or after January 1, 2011, the Employer shall provide for a non-cumulative health spending account in the amount of \$1,500 annually commencing at age 65 and ending at age 70. This amount shall be provided on a per-employee basis regardless of the employee's family status and be available exclusively for reimbursement of medical, vision, or dental expenses of the retired employee only, upon provision of acceptable receipts. The annual amount shall be prorated on a calendar year basis in the first and final years of entitlement.

10.12 The Corporation agrees to make the health and dental plans available in accordance with articles 10.02 and 10.05 to the surviving spouse and eligible dependents in the event of the death of an active employee or a retiree under age 65 who is currently in receipt of health and dental benefits. The Corporation shall continue to pay 100% of the premium costs of these benefits and the coverage is subject to the terms and conditions of the City's policy with the benefit carrier. The coverage shall continue until the earliest of:

- a) Two (2) years following the death of the employee/retiree; or
- b) The surviving spouse attains age sixty-five (65); or
- c) The date the retiree would have turned age sixty-five (65); or
- d) The surviving spouse becomes covered for similar health & dental benefits by another source

ARTICLE 11**11.01****Fire Suppression Division**

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Platoon Chief 23 years service	128% + 9%	Annum	121,964	123,794	125,654	127,538	129,452	131,396
		Biweekly	4,690.92	4,761.30	4,832.85	4,905.31	4,978.92	5,053.69
		Hourly	55.8443	56.6822	57.5339	58.3965	59.2729	60.1630
Platoon Chief 17 years service	128% + 6%	Annum	119,294	121,084	122,902	124,746	126,617	128,519
		Biweekly	4,588.23	4,657.08	4,727.00	4,797.92	4,869.88	4,943.04
		Hourly	54.6218	55.4414	56.2738	57.1181	57.9748	58.8457
Platoon Chief 8 years service	128% + 3%	Annum	116,623	118,373	120,151	121,953	123,783	125,641
		Biweekly	4,485.50	4,552.81	4,621.19	4,690.50	4,760.88	4,832.34
		Hourly	53.3988	54.2001	55.0142	55.8393	56.6772	57.5279
Platoon Chief	128% of 1st Class FF	Annum	113,952	115,662	117,399	119,160	120,948	122,764
		Biweekly	4,382.77	4,448.54	4,515.34	4,583.07	4,651.84	4,721.69
		Hourly	52.1758	52.9588	53.7541	54.5604	55.3791	56.2106
Captain 23 years service	115% + 9%	Annum	110,391	112,047	113,731	115,436	117,169	118,927
		Biweekly	4,245.81	4,309.50	4,374.27	4,439.85	4,506.50	4,574.12
		Hourly	50.5453	51.3036	52.0746	52.8553	53.6488	54.4538
Captain 17 years service	115% + 6%	Annum	107,721	109,337	110,979	112,644	114,334	116,050
		Biweekly	4,143.12	4,205.27	4,268.43	4,332.46	4,397.46	4,463.46
		Hourly	49.3228	50.0627	50.8146	51.5769	52.3507	53.1364
Captain 8 yrs service	115% + 3%	Annum	105,050	106,626	108,228	109,851	111,500	113,172
		Biweekly	4,040.38	4,101.00	4,162.61	4,225.04	4,288.46	4,352.77
		Hourly	48.0998	48.8214	49.5549	50.2981	51.0531	51.8187
Captain	115% of 1st Class FF	Annum	102,379	103,915	105,476	107,058	108,665	110,295
		Biweekly	3,937.65	3,996.73	4,056.77	4,117.61	4,179.42	4,242.12
		Hourly	46.8768	47.5801	48.2949	49.0192	49.7550	50.5014

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
First Class FF 23 years service	109%	Annum	97,037	98,493	99,973	101,472	102,995	104,541
		Biweekly	3,732.20	3,788.19	3,845.12	3,902.77	3,961.35	4,020.81
		Hourly	44.4309	45.0975	45.7752	46.4615	47.1589	47.8668
First Class FF 17 years service	106%	Annum	94,367	95,783	97,221	98,680	100,160	101,664
		Biweekly	3,629.50	3,683.96	3,739.27	3,795.39	3,852.31	3,910.16
		Hourly	43.2083	43.8567	44.5151	45.1832	45.8608	46.5495
Senior Firefighter (grandfathered position)	104%	Annum	92586	93975	95387	96818	98271	99745
		Biweekly	3561.00	3614.42	3668.73	3723.77	3779.66	3836.35
		Hourly	42.3929	43.0288	43.6754	44.3306	44.9959	45.6708
First Class FF 8 years service	103%	Annum	91,696	93,072	94,470	95,887	97,326	98,786
		Biweekly	3,526.77	3,579.69	3,633.46	3,687.96	3,743.31	3,799.46
		Hourly	41.9853	42.6154	43.2555	43.9043	44.5632	45.2317
First Class FF	100%	Annum	89,025.00	90,361.00	91,718.00	93,094.00	94,491.00	95,909.00
		Biweekly	3,424.04	3,475.42	3,527.61	3,580.54	3,634.27	3,688.81
		Hourly	40.7624	41.3741	41.9954	42.6255	43.2651	43.9144
Second Class FF	90% of 1st Class FF	Annum	80,123	81,325	82,546	83,785	85,042	86,318
		Biweekly	3,081.66	3,127.88	3,174.85	3,222.50	3,270.84	3,319.92
		Hourly	36.6864	37.2367	37.7958	38.3631	38.9386	39.5229
Third Class FF	80% of 1st Class FF	Annum	71,220	72,289	73,374	74,475	75,593	76,727
		Biweekly	2,739.23	2,780.35	2,822.08	2,864.43	2,907.42	2,951.04
		Hourly	32.6099	33.0994	33.5962	34.1003	34.6122	35.1314
Fourth Class FF	70% of 1st Class FF	Annum	62,318	63,253	64,203	65,166	66,144	67,136
		Biweekly	2,396.85	2,432.81	2,469.35	2,506.38	2,544.00	2,582.15
		Hourly	28.5339	28.9620	29.3970	29.8379	30.2857	30.7399
Probationer	65% of 1st Class FF	Annum	57,866	58,735	59,617	60,511	61,419	62,341
		Biweekly	2,225.61	2,259.04	2,292.96	2,327.35	2,362.27	2,397.73
		Hourly	26.4954	26.8933	27.2972	27.7065	28.1223	28.5444

Public Education and Fire Prevention Division

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Public Education Officer 23 years service	115% + 9%	Annum	110,391	112,047	113,731	115,436	117,169	118,927
		Biweekly	4245.81	4309.50	4374.27	4439.85	4506.50	4574.11
		Hourly	53.0726	53.8688	54.6784	55.4981	56.3313	57.1764
Public Education Officer 17 years service	115% + 6%	Annum	107,721	109,337	110,979	112,644	114,334	116,050
		Biweekly	4143.11	4205.27	4268.42	4332.46	4397.46	4463.46
		Hourly	51.7889	52.5659	53.3553	54.1558	54.9683	55.7933
Public Education Officer 8 years service	115% + 3%	Annum	105,050	106,626	108,228	109,851	111,500	113,172
		Biweekly	4040.38	4101.00	4162.62	4225.04	4288.46	4352.77
		Hourly	50.5048	51.2625	52.0327	52.8130	53.6058	54.4096
Public Education Officer	115% of 1st Class FF	Annum	102,379	103,915	105,476	107,058	108,665	110,295
		Biweekly	3937.66	3996.73	4056.77	4117.62	4179.42	4242.11
		Hourly	49.2207	49.9591	50.7096	51.4702	52.2428	53.0264
Fire Prevention Officer 2 Accreditations 23 years service	119% + 9%	Annum	113,952	115,662	117,399	119,160	120,948	122,764
		Biweekly	4,382.77	4,448.54	4,515.34	4,583.08	4,651.85	4,721.70
		Hourly	54.7846	55.6067	56.4418	57.2885	58.1481	59.0212
Fire Prevention Officer 2 Accreditations 17 years service	119% + 6%	Annum	111,282	112,952	114,647	116,368	118,113	119,887
		Biweekly	4,280.08	4,344.30	4,409.50	4,475.70	4,542.81	4,611.04
		Hourly	53.5010	54.3038	55.1188	55.9462	56.7851	57.6380
Fire Prevention Officer 2 Accreditations 8 years service	119% + 3%	Annum	108,611	110,241	111,896	113,575	115,279	117,009
		Biweekly	4,177.34	4,240.04	4,303.70	4,368.27	4,433.81	4,500.34
		Hourly	52.2168	53.0005	53.7962	54.6034	55.4226	56.2543
Fire Prevention Officer 2 Accreditations	119% (115% + 2% + 2%) 1 st Class FF	Annum	105,940	107,530	109,144	110,782	112,444	114,132
		Biweekly	4,074.62	4,135.77	4,197.85	4,260.85	4,324.77	4,389.70
		Hourly	50.9327	51.6971	52.4731	53.2606	54.0596	54.8712

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Fire Prevention Officer 1 Accreditation 23 years service	117% +9%	Annum Biweekly Hourly	112,171 4,314.27 53.9284	113,854 4,379.00 54.7375	115,565 4,444.81 55.5601	117,298 4,511.46 56.3933	119,058 4,579.15 57.2394	120,846 4,647.92 58.0990
Fire Prevention Officer 1 Accreditation 17 years service	117% + 6%	Annum Biweekly Hourly	109,501 4,211.58 52.6447	111,144 4,274.77 53.4346	112,813 4,338.96 54.2370	114,506 4,404.08 55.0510	116,223 4,470.11 55.8764	117,969 4,537.27 56.7159
Fire Prevention Officer 1 Accreditation 8 years service	117% + 3%	Annum Biweekly Hourly	106,830 4,108.85 51.3606	108,433 4,170.50 52.1313	110,062 4,233.15 52.9144	111,713 4,296.66 53.7082	113,389 4,361.11 54.5139	115,091 4,426.58 55.3322
Fire Prevention Officer 1 Accreditation	117% (115%+ 2%) of 1 st Class FF	Annum Biweekly Hourly	104,159 4,006.11 50.0764	105,722 4,066.23 50.8279	107,310 4,127.30 51.5913	108,920 4,189.23 52.3654	110,554 4,252.08 53.1510	112,214 4,315.92 53.9490
Fire Prevention Officer 23 years service	115% + 9%	Annum Biweekly Hourly	110,391 4,245.81 53.0726	112,047 4,309.50 53.8688	113,731 4,374.27 54.6784	115,436 4,439.85 55.4981	117,169 4,506.50 56.3313	118,927 4,574.11 57.1764
Fire Prevention Officer 17 years service	115% + 6%	Annum Biweekly Hourly	107,721 4,143.11 51.7889	109,337 4,205.27 52.5659	110,979 4,268.42 53.3553	112,644 4,332.46 54.1558	114,334 4,397.46 54.9683	116,050 4,463.46 55.7933
Fire Prevention Officer 8 years service	115% + 3%	Annum Biweekly Hourly	105,050 4,040.38 50.5048	106,626 4,101.00 51.2625	108,228 4,162.62 52.0327	109,851 4,225.04 52.8130	111,500 4,288.46 53.6058	113,172 4,352.77 54.4096
Fire Prevention Officer	115% of 1st Class FF	Annum Biweekly Hourly	102,379 3,937.66 49.2207	103,915 3,996.73 49.9591	105,476 4,056.77 50.7096	107,058 4,117.62 51.4702	108,665 4,179.42 52.2428	110,295 4,242.11 53.0264

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Fire Inspector - 2nd year 23 years service	112% + 9%	Annum	107720	109336	110979	112643	114334	116050
		Biweekly	4143.08	4205.23	4268.42	4332.42	4397.46	4463.46
		Hourly	51.7885	52.5654	53.3553	54.1553	54.9683	55.7933
Fire Inspector - 2nd year 17 years service	112% + 6%	Annum	105050	106626	108227	109851	111499	113173
		Biweekly	4040.38	4101.00	4162.58	4225.04	4288.42	4352.81
		Hourly	50.5048	51.2625	52.0322	52.8130	53.6053	54.4101
Fire Inspector - 2nd year 8 years service	112% + 3%	Annum	102379	103915	105476	107058	108665	110295
		Biweekly	3937.656	3996.73	4,056.77	4,117.62	4,179.42	4,242.11
		Hourly	49.2207	49.9591	50.7096	51.4702	52.2428	53.0264
Fire Inspector - 2nd year	112% of 1st Class FF	Annum	99708	101204	102724	104265	105830	107418
		Biweekly	3834.92	3892.46	3950.92	4010.19	4070.38	4131.46
		Hourly	47.9365	48.6558	49.3865	50.1274	50.8798	51.6433
Fire Inspector - 1st year 23 years service	109% + 9%	Annum	105049	106625	108228	109850	111499	113173
		Biweekly	4040.34	4100.96	4162.62	4225.00	4288.42	4352.81
		Hourly	50.5043	51.2620	52.0327	52.8125	53.6053	54.4101
Fire Inspector - 1st year 17 years service	109% + 6%	Annum	102379	103915	105476	107058	108664	110296
		Biweekly	3937.66	3996.73	4056.77	4117.62	4179.38	4242.15
		Hourly	49.2207	49.9591	50.7096	51.4702	52.2423	53.0269
Fire Inspector - 1st year 8 years service	109% + 3%	Annum	99708	101204	102725	104265	105830	107418
		Biweekly	3834.92	3892.46	3950.96	4010.19	4070.38	4131.46
		Hourly	47.9365	48.6558	49.3870	50.1274	50.8798	51.6433
Fire Inspector - 1st year	109% of 1st Class FF	Annum	97037	98493	99973	101472	102995	104541
		Biweekly	3732.19	3788.19	3845.11	3902.77	3961.34	4020.81
		Hourly	46.6524	47.3524	48.0639	48.7846	49.5168	50.2601

Training Division

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Safety/Training Officer 2 Accreditations 23 years Service	119% + 9%	Annum	113,952	115,662	117,399	119,160	120,948	122,764
		Biweekly	4,382.77	4,448.54	4,515.34	4,583.08	4,651.85	4,721.70
		Hourly	54.7846	55.6067	56.4418	57.2885	58.1481	59.0212
Safety/Training Officer 2 Accreditations 17 years Service	119% + 6%	Annum	111,282	112,952	114,647	116,368	118,113	119,887
		Biweekly	4,280.08	4,344.30	4,409.50	4,475.70	4,542.81	4,611.04
		Hourly	53.5010	54.3038	55.1188	55.9462	56.7851	57.6380
Safety/Training Officer 2 Accreditations 8 years Service	119% + 3%	Annum	108,611	110,241	111,896	113,575	115,279	117,009
		Biweekly	4,177.34	4,240.04	4,303.70	4,368.27	4,433.81	4,500.34
		Hourly	52.2168	53.0005	53.7962	54.6034	55.4226	56.2543
Safety/Training Officer 2 Accreditations	119% (115% + 2% + 2%) 1 st Class FF	Annum	105,940	107,530	109,144	110,782	112,444	114,132
		Biweekly	4,074.62	4,135.77	4,197.85	4,260.85	4,324.77	4,389.70
		Hourly	50.9327	51.6971	52.4731	53.2606	54.0596	54.8712
Safety/Training Officer 1 Accreditation 23 years Service	117% + 9%	Annum	112,171	113,854	115,565	117,298	119,058	120,846
		Biweekly	4,314.27	4,379.00	4,444.81	4,511.46	4,579.15	4,647.92
		Hourly	53.9284	54.7375	55.5601	56.3933	57.2394	58.0990
Safety/Training Officer 1 Accreditation 17 years Service	117% + 6%	Annum	109,501	111,144	112,813	114,506	116,223	117,969
		Biweekly	4,211.58	4,274.77	4,338.96	4,404.08	4,470.11	4,537.27
		Hourly	52.6447	53.4346	54.2370	55.0510	55.8764	56.7159
Safety/Training Officer 1 Accreditation 8 yrs service	117% + 3%	Annum	106,830	108,433	110,062	111,713	113,389	115,091
		Biweekly	4,108.85	4,170.50	4,233.15	4,296.66	4,361.11	4,426.58
		Hourly	51.3606	52.1313	52.9144	53.7082	54.5139	55.3322
Safety/Training Officer 1 Accreditation	117% (115%+ 2%) of 1 st Class FF	Annum	104,159	105,722	107,310	108,920	110,554	112,214
		Biweekly	4,006.11	4,066.23	4,127.30	4,189.23	4,252.08	4,315.92
		Hourly	50.0764	50.8279	51.5913	52.3654	53.1510	53.9490

			Jan 1/14	July 1/14	Jan 1/15	July 1/15	Jan 1/16	July 1/16
Safety/Training Officer 23 years service	115% + 9%	Annum	110391	112047	113731	115436	117169	118927
		Biweekly	4,245.81	4,309.50	4,374.27	4,439.85	4,506.50	4,574.11
		Hourly	53.0726	53.8688	54.6784	55.4981	56.3313	57.1764
Safety/Training Officer 17 years service	115% + 6%	Annum	107721	109337	110979	112644	114334	116050
		Biweekly	4,143.11	4,205.27	4,268.42	4,332.46	4,397.46	4,463.46
		Hourly	51.7889	52.5659	53.3553	54.1558	54.9683	55.7933
Safety/Training Officer 8 years service	115% + 3%	Annum	105050	106626	108228	109851	111500	113172
		Biweekly	4,040.38	4,101.00	4,162.62	4,225.04	4,288.46	4,352.77
		Hourly	50.5048	51.2625	52.0327	52.8130	53.6058	54.4096
Safety/Training Officer	115% of 1st Class FF	Annum	102,379	103,915	105,476	107,058	108,665	110,295
		Biweekly	3,937.66	3,996.73	4,056.77	4,117.62	4,179.42	4,242.11
		Hourly	49.2207	49.9591	50.7096	51.4702	52.2428	53.0264

11.02 Each employee who acts in the capacity of a higher rank shall be paid the rate of such acting rank in respect of all shifts thus worked. In general, a 1st class firefighter acting as an officer shall have seven (7) or more completed years of service in Sarnia Fire Rescue Services.

11.03 Sarnia Fire and Rescue Services shall recognize the rank classification of applicants from full-time Ontario Fire and Rescue departments for salary only, up to First Class Firefighter rate. Article 1.03 and the requirement to pass the 4th, 3rd, 2nd and 1st class exams of the Sarnia Fire and Rescue Service will continue to apply to employees covered by this Article.

11.04 Effective January 1, 2007, the salary rates in Article 11 of this Agreement shall reflect the following for all employees covered by this Agreement.

On January 1st of each calendar year, 3 % of the 1st Class Firefighter rate will be added to the base salary of employees who have completed eight (8) years of service with Sarnia Fire Rescue Services, by December 31st of the previous year.

On January 1st of each calendar year, 6% of the 1st Class Firefighter rate will be added to the base salary of employees who have completed seventeen (17) years of service with Sarnia Fire Rescue Services, by December 31st of the previous year.

On January 1st of each calendar year, 9% of the 1st Class Firefighter rate will be added to the base salary of employees who have completed twenty-three (23) years of service with the Sarnia Fire Rescue Services, by December 31st of the previous year.

January 1, 2010, "the entitlement date" for the above rates will take effect on the date the employee has completed the years of service for entitlement.

It is understood that for the purpose of calculating years of service for responsibility pay, service will only include time with Sarnia Fire Rescue Services including service with the former Town of Clearwater.

Responsibility pay will be paid bi-weekly and shall be considered pensionable earnings, and shall be included in the calculation of overtime, vacation, pension contributions, sick leave pay and any other form of pay determined by the base rate.

It is understood that members holding the Senior Firefighter classification as at the date of ratification of this Agreement who are not entitled to the 6% or 9% responsibility pay rate will be grandfathered as a Senior Firefighter (104%) until such time as the employee's seniority provides entitlement to the 106% responsibility pay. It is understood that when the last employee who is presently a Senior Firefighter begins to receive the 106%, the Senior Firefighter Article will be deleted.

11.05 Fire Prevention Division

Effective January 1, 2008, the following pay grid will be recognized for new employees entering the Fire Prevention division.

- (i) Fire Inspector 109% of First Class Firefighter 1 Year
- Fire Inspector 112% of First Class Firefighter 1 Year
- Fire Prevention Officer 115% of First Class Firefighter

Where reasonably possible employees in the Fire Prevention Division are expected to successfully complete courses, comprehensive reviews and the Fire Prevention Program endorsed and recognized by the Ontario Fire Marshal and/or the Sarnia Fire/Rescue Services. Once completed, Fire Prevention Officers will be eligible for an additional 2% for each of the following accreditations:

NFPA 1033 Fire Investigator 2%
Building Construction Identification Number (BCIN) 2%

- (ii) Training Safety Officers will receive an additional 2% for each of the following accreditations:

OFC Associate Instructors Qualification 2%
OFC Training Officers Program 2%

ARTICLE 12

PROMOTIONAL SYSTEM

12.01

The classifications of firefighters are established as follows:

- a) Probationer
- b) 4th Class Firefighter
- c) 3rd Class Firefighter
- d) 2nd Class Firefighter
- e) 1st Class Firefighter

12.02 The advancement in classifications through the increment range from Probationer to 1st Class Firefighter is based on service with qualifications. Upgrading in each classification shall take place on completion of the qualifications and following periods of service in each classification:

- | | | |
|----|-----------------------|--------|
| a) | Probationer | 1 Year |
| b) | 4 th Class | 1 Year |
| c) | 3 rd Class | 1 Year |
| d) | 2 nd Class | 1 Year |

12.03 A progress report on all probationary firefighters will be completed every two (2) months by their Platoon Chief and immediate Supervisor for the first six (6) months service. The report shall be submitted to the Fire Chief or Deputy Fire Chief.

12.04 To qualify for upgrading from Probationer to Firefighter 4th, 3rd, 2nd and 1st Class respectively, an overall mark of 70% must be attained and not less than 60% in any qualifying test. If a firefighter fails to pass, he shall be re-examined within sixty (60) days. Failure to qualify in re-examination shall constitute sufficient reason for dismissal. In the case of the firefighter failing to qualify for upgrading, he shall be re-examined only in those subjects, in which he failed to attain the required 60%. All qualifications for upgrading shall be based on the established training program within the Department.

12.05 Firefighter written examinations will be held once each year during the month of November. To upgrade classification, Firefighters covered under Article 12.04 will be required to successfully complete the November firefighter written examination that corresponds with their classifications.

12.06 Officer written examinations will be held once each year during the month of February. A passing mark of 80% must be obtained in every qualifying test to qualify for promotion to an officer rank. Qualifying marks on any officer promotional examinations shall then be recognized as a pass or fail. An employee, who wishes to act in the capacity of a higher rank or position, must be qualified and listed on the Promotional List.

12.07 Candidates wishing to qualify for promotion to a higher rank above 1st Class must signify their intentions in writing to the Fire Chief or designate on or before December 1, two months prior to the February examinations. Candidates will be notified of the examination date by December 1.

12.08 Qualifications for promotion will be based on the established program agreed upon by the Fire Chief or designate and the Association. The Association's agreement will not be unreasonably withheld and any concerns will be identified in writing to the Fire Chief. The criteria for the established program shall include special training requirements (courses), written examination, practical testing, interviews, past performance, experience, skills and ability or any agreed upon combination within these areas.

12.09 All employees who have qualified for an officer's position shall be given equal opportunity for officer development where reasonable.

12.10 Examination questions will be developed through the Training Division and approved by the Fire Chief. The questions will be stored in the Sarnia Fire Rescue question data banks. Bank size will not be static. Separate data banks will be developed and maintained for the firefighter rank and for each officer rank above firefighter. (Qualified Captain, Qualified Platoon Chief)

12.11 Examination questions will be limited to a predetermined group of questions that will be taken from the Sarnia Fire and Rescue question data bank. Employees applying for promotion will receive a comprehensive list of the current years study questions on or before the cut off date set out in article 12.07. The Chief and the Association will agree to the number of questions on the current year's list.

12.12 An employee must have seven (7) years of uninterrupted service in the bargaining unit to be eligible to apply for a promotion to any position or rank above 1st class.

12.13 The Employer in consultation with the Association will establish two (2) Promotional Lists. One list will identify *qualified Captains* and *confirmed Captains*. The second list will identify *qualified Platoon Chiefs*. All qualifying lists will be reviewed annually for correctness.

12.14 Upon seven (7) years of uninterrupted service employees have a two (2) year eligibility window to qualify and maintain their Promotional List seniority as a qualified Captain. Employees failing to qualify as a Captain during the two (2) year eligibility window will have their seniority adjusted in accordance with article 12.18.

12.15 An employee must have three (3) years experience as a confirmed Captain to be eligible to apply for a promotion to any position or rank above Captain. Employees with three (3) years of service as a confirmed Captain will have a two (2) year eligibility window to qualify and maintain their Promotional List seniority as a qualified Platoon Chief. Employees failing to qualify as a Platoon Chief during the two (2) year eligibility window will have their seniority adjusted in accordance with article 12.18.

12.16 Employees qualifying within their two (2) year eligibility window may not bump a confirmed officer.

12.17 Employees who successfully qualify for promotion will be added onto the Promotion Lists by rank and seniority. For the purpose of promotions, seniority will be based on uninterrupted service within the bargaining unit. Seniority will be accumulated at one (1) point for each year of uninterrupted bargaining unit service. The order the names appear on the Promotional List will dictate the sequential order for promotion to the next rank. The senior qualified employee on the Promotional List will be the employee first promoted.

12.18 Employees qualifying after the two (2) year eligibility window will be added onto Promotion Lists along with any employee qualifying in the same year. When a group of employees qualify in the same year, uninterrupted service within the bargaining unit will be the determining factor when establishing the order an employee is added to the Promotional Lists.

12.19 Only those employees who are on a Promotion List shall be allowed to act in the rank directly above their current rank.

12.20 A promoted employee shall have a six (6) month probationary period to show efficiency. An officer is precluded from acting in a higher rank during their probationary period.

12.21 If during the six (6) month probationary period there is just and sufficient cause to deem the employee unsuitable for an officer's position and providing the employee is given the written reason(s), the employee shall be demoted back to the rank held prior to the promotion. To maintain their status on the Promotion List a demoted employee will be required to re-qualify during the next yearly promotion examination.

12.22 Officer Alignment

a) (Captains, qualified for the rank of Platoon Chief)

For clarification, a qualified Platoon Chief will mean a confirmed Captain qualified to perform the duties of a Platoon Chief.

i. In the absence of a Platoon Chief there will be a total of eight (8) qualified Platoon Chiefs allowed to assume the Platoon Chief duties. The four (4) most senior qualified Platoon Chiefs will be given the first opportunity to assume the duties of Platoon Chief. The four (4) most senior qualified Platoon Chiefs will be assigned to different squads. The senior qualified Platoon Chief at a station will be offered that station's Platoon Chief's duties in the event of a short term absence. A short term absence would be an absence that is less than a full tour of duty. Qualified Platoon Chiefs that are within a year of promotion will be assigned to Station #1.

ii. The next four (4) Captains qualified for the rank of Platoon Chief, will be given the opportunity to assume the duties of Platoon Chief in the absence of the squads senior qualified Platoon Chief. These four (4) qualified Platoon Chiefs will also be evenly distributed onto each of the four (4) squads.

iii For the purpose of evenly distributing qualified Platoon Chiefs, the employee with the least seniority within the classification shall be moved to the unoccupied position. All requests for transfers to an unoccupied position on a specified platoon will be considered.

iv Employees with three (3) years experience as a confirmed Captain are eligible to apply for a promotion to the rank of qualified Platoon Chief and will be added to the Promotional List when qualified. A Captain may not assume the Platoon Chief duties until they are qualified as one of the eight (8) senior qualified Platoon Chiefs. Captains not yet eligible to assume the Platoon Chief duties will be required to demonstrate currency by writing the qualification examination every five (5) years.

b) Firefighters, qualified for the rank of Captains:

For clarification, a qualified Captain will mean a first class or senior firefighter qualified to perform the duties of a confirmed Captain.

i. The four (4) most senior qualified Captains will be assigned to different squads. When on duty, the four (4) most senior qualified Captains will fill-in for the Captains' vacation schedule on their squad. In the event that more than one long term absence needs to be filled, the squad's remaining qualified Captains will be given the opportunity to assume the duties by order of seniority. Where possible, a qualified Captain will be assigned to each fire station. The senior qualified Captain at a station will be offered that station's Captain's duties in the event of a short term absence. A short term absence would be an absence that is less than a full tour of duty.

ii Firefighters, qualified for the rank of Captain, but not regularly filling in for the Captain's vacation schedule will be required to demonstrate currency by writing the qualification examination every five (5) years.

iii For the purpose of evenly distributing the four (4) most senior qualified Captains, the employee with the least seniority within this classification shall be moved to the unoccupied position. All requests for transfers to an unoccupied position on a specified platoon will be considered.

iv. Qualified Captains with seniority rankings 5 through 8 must be canvassed by their seniority and asked if they want to transfer to a squad where Qualified Captains with seniority rankings greater than 8 are positioned as the squad's second Qualified Captain. There will be no reprisal against the Qualified Captains for electing to remain on their current squad and/or choosing not to transfer into the second Qualified Captain's position. This being said, Qualified Captains with seniority rankings 1 through 4 shall be positioned on different squads. For the purpose of squad alignment, there will be no bumping Qualified Captains with seniority rankings 1 through 8.

v. Employees qualified for promotion are obligated to advance when an open position is available. Notwithstanding, a qualified employee may refuse advancement one (1) time without losing their status on the Promotional List. Following a second refusal the qualified employee will surrender their qualification and be removed from the Promotional List.

c) Devotion to Duties

When asked, employees are required to perform the duties of the rank they are qualified for. Failure to reasonably justify a denial to perform the duties of the rank could result in the lowering of your position on the Promotion List and necessitate re-qualification to maintain the new position.

d) Lateral Transfers

In regard to promotions, employees making lateral transfers out of the Suppression Division, to the Fire Prevention or Training Divisions, will forfeit their divisional seniority in fire suppression after a period of one (1) calendar year. Employees wishing to retain their divisional seniority and maintain their status on the Promotional List must signify their desire, to transfer back to the Suppression Division, by letter of intent prior to their first anniversary. There must be an available position if a qualified or confirmed officer desires to be reinstated into the same rank or position as previously held.

12.23 Employees Interested in Fire Prevention Division

a) A seniority based Fire Prevention List will be established for fire suppression employees that demonstrate an interest in Fire Prevention Division. The List will be used to determine which employee(s) attend fire prevention courses.

b) All future vacancies in the Fire Prevention Division will be filled from the established Fire Prevention List, based on seniority.

Effective December 31 2016 all future vacancies in the Fire Prevention Division will be filled from the established Fire Prevention List, based on the senior qualified employee from the fire prevention list. The Fire Prevention List will last for the duration of the collective agreement. Signup period for the next Fire Prevention List will be September 1 up to and including October 1 2016.

c) Employees may refuse a promotion to the Fire Prevention Division once. Upon the second refusal the employee's name will be removed from the Fire Prevention List.

d) Listed employees will not be required to attend more than ten (10) days of fire prevention courses each year. This by no means restricts an employee from choosing to attend any courses that go beyond the ten (10) days.

e) Each year the Corporation agrees to apply and submit names to the Ontario Fire College for all fire prevention courses offered. The names submitted will be taken from Fire Prevention Inspectors/Officers and the established Fire Prevention List.

f) Fire Prevention courses will first be offered to Fire Prevention Inspectors/Officers, then to the interested employees, on the established Fire Prevention List based on seniority and availability of employee and/or courses.

g) The Corporation agrees to develop a program that will ensure employees on the established Fire Prevention List have an opportunity to attend as many fire prevention courses as possible.

h) All employees will be given a one (1) year window, from the signing of the 2007/2010 Collective Agreement, to establish their position on the Fire Prevention List. After the window has closed and in subsequent years, employees may have their name entered onto the bottom of the Fire Prevention List by order of seniority, during the month of September.

i) Employees must attain the rank of 1st Class Firefighter in the Suppression Division to qualify for promotion to the Fire Prevention Division.

j) Confirmed Captains will enter the Prevention division at the Captain's salary.

k) Employees electing to return to the Suppression Division may do so at the salary level prior to entering the Fire Prevention Division.

l) Furthermore, employees returning to the Suppression Division will do so in accordance with the Collective Agreement and Article 12 (Promotional System).

m) Employees will be expected to maintain a passing grade.

12.24 Appointment by Fire Chief

The Public Education and Training Safety Officer will be appointed after an assessment of the candidates education, training, past performance, experience, skills and ability. The Association will have a non voting observer during the interview for Public Education and or Training Safety Officer.

ARTICLE 13 LEAVE OF ABSENCE

13.01 The President and any two (2) members of the Executive of the Sarnia Professional Firefighters' Association may be granted such leave of absence as may be necessary for the proper performance of their duties of their office insofar as the regular operations of their services of Sarnia Fire Rescue Services will permit, at the discretion of the Fire Chief.

The Association's Negotiating Committee shall be limited to three (3) members who shall be entitled to time off without loss of pay for the purpose of negotiating renewal collective agreements with the Corporation.

13.02 Any delegates not exceeding three (3) in number who may from time to time be duly authorized and designated by the members of the Sarnia Professional Firefighters' Association to attend the annual convention of the Ontario Professional Firefighters' Association, the bi-annual convention of the International Association of Firefighters, O.P.F.F.A. seminars, the O.P.F.F.A., Health and Safety seminars or the Spring and Fall 5th District meetings shall be granted such time off without loss of pay as may be actually required for the attendance at such functions. The total time granted to delegates shall not exceed thirty (30) days in a calendar year. All requests are to be made at least one (1) week in advance of the event.

13.03 Any two (2) employees who are of equal rank or are qualified to perform the duties of the other may, with the prior permission of the Chief, Deputy Chief or, in their absence the officer in charge of the shift to which they are assigned, exchange their shifts or days off duty.

This provision is not to be utilized to modify assigned shifts nor to exceed fifty (50) working days in the aggregate for a single illness/injury situation.

13.04 Bereavement leave will be granted during an employee's regularly scheduled shift for the purpose of making funeral arrangements and attending the funeral on the following basis:

- up to four (4) consecutive days: wife, husband, mother, father, son, daughter.
- up to three (3) consecutive days: brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law.
- up to one (1) day: brother-in-law, sister-in-law, grandchildren, grandparents of employee and spouse, or other dependant relatives living with employee.
- bereavement leave shall not be split between shifts.
- in special circumstances, the Chief or Deputy Chief in consultation with the Director of Human Resources, may grant additional time due to travel needs.
- for the purpose of this Article, common-law and step relatives shall be recognized.

13.05 Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

13.06 The Corporation may grant a leave of absence without pay at its discretion. No leave will be granted for the purpose of taking other employment for hire unless by mutual agreement of the parties

ARTICLE 14 **PENSIONS**

14.01 Employees shall be entitled to the benefits and privileges of any employee's pension plan which has been or may hereafter be adopted by by-law of the Corporation (O.M.E.R.S.) and shall also be entitled to O.M.E.R.S. Type 3 Disability Pension.

14.02 The Municipality agrees to provide the OMERS pension benefit plan equal to 2% of each employee's best sixty (60) consecutive months average salary at retirement multiplied by his years of credited service, reduced at age sixty-five (65) by .675% of such average salary or the average of the last five (5) years maximum pensionable earnings (YMPE) under the Canada Pension Plan at retirement, whichever is the lesser amount, multiplied by his years of credited service after January 1, 1966, less any amount payable under an approved pension plan of the Employer.

Credited service means continuous service with the Employer from the commencement of employment until the date of normal retirement. Average salary will include payment for:

- salary
- pay for acting rank
- increment increases

If this Article becomes inconsistent with the O.M.E.R.S. Act it will be amended immediately to reflect any changes to the O.M.E.R.S. Act.

14.03 Due to the physical and mental demands inherent with duties of the Sarnia Fire Rescue Services and the inter-dependence of employees to perform these duties, mandatory retirement shall be sixty (60) years of age.

ARTICLE 15 **UNIFORMS AND EQUIPMENT**

15.01 All full-time firefighters upon commencement of employment, shall be supplied with a dress uniform consisting of:

- 1 tunic
- 1 pair of dress trousers
- 1 long sleeve and short sleeve dress shirts with epaulets and flashes
- 1 black tie
- 1 uniform cap with hat badge
- 1 mid-length winter coat (uniform/station coat)

15.02 All full-time firefighters upon commencement of employment, shall be supplied with a station uniform consisting of:

- 4 fatigue shirts with epaulets, flashes and embroidered name tag
- 2 pairs of fatigue pants
- 2 pairs of shorts with pockets
- 4 crew neck t-shirts with crest
- 1 v-neck, military style, breathable wind stopping lined sweater with flashes
- 1 ball cap with crest
- 4 pairs of black socks
- 1 nylon mesh belt with insignia
- 1 pair of mutually agreed upon black leather safety boots, for station wear. Firefighters may opt for black leather safety shoes in lieu of station boots. When a firefighter opt for the black leather safety shoes as described in this article a cap of one hundred and eighty dollars (\$180) will be recognized.

Effective January 1 2015, 1 crew shirt and delete the option of a v neck military sweater and 1 revised department issued ball cap.

15.03 Each full-time firefighter shall be supplied with protective clothing for firefighting duties, consisting of:

- 1 pair of mutually agreed upon black leather structural firefighting boot
- 1 set of firefighting bunker gear
- 1 shielded firefighting helmet
- 1 pair of firefighting gloves
- 1 balaclava

15.04 All protective clothing and footwear in Article 15.03 will be deemed Corporation property, shall meet or exceed provincial and federal approved standards and shall be returned upon termination of employment. The minimum standard for structural firefighting footwear shall be NFPA 1971 (Structural Fire Fighting) and NFPA 1992 (Liquid Splash).

If the negotiated footwear identified in Article 15.03 and/or Article 15.02 becomes unavailable or fail to meet the expectations of the parties the Executive committee and management shall jointly select alternate footwear.

15.05 All clothing and protective equipment in 15.01, 15.02 and 15.03 will be issued on an as required basis, and all employees shall notify the Corporation of their known needs for the next year, by October 31st of the current year.

15.06 Station wear pants and shorts for suppression division personnel shall have side leg pockets.

15.07 When a discrepancy arises in "as required", a determination shall be made by a uniform committee consisting of the Chief and one other representative of the Corporation, the President of the Sarnia Professional Firefighters' Association, one other Association Executive member to be determined by the President, and one other mutually agreed upon non-Corporation and non-Association person. Committee voting shall be a majority vote by secret ballot, and the decision shall be binding. Participation on the Committee shall not result in overtime costs or wage premiums being paid.

15.08 In the event the Corporation makes a significant change in station wear or uniform policy, the Corporation shall notify the Association ninety (90) days in advance, and bear the cost of any needed increase in uniform or station wear allotment.

15.09 Shirt colour shall be determined by departmental policy.

15.10 Where an employee chooses not to opt for station wear shorts, 2 pairs of shorts shall be deemed equal to 1 pair of station wear pants.

ARTICLE 16**DISCIPLINE AND DEVOTION TO DUTY****16.01**

The Association acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order, discipline and efficiency;
- b) to hire, discharge, classify officers, transfer, promote, demote, lay-off or discipline employees, subject to the terms and provisions of this Agreement;
- c) to make rules and regulations;
- d) generally, to manage the operation of Sarnia Fire Rescue Services in accordance with its responsibilities.

16.02

(i) Probationary employees are subject to dismissal or any other disciplinary measure at any time and without requiring reasons therefore being given. Any such action by management is not subject to the grievance procedure or the arbitration proceedings;

(ii) Employees discharged or suspended for cause shall be given a hearing if so requested by the employee. The Chief shall notify the Association immediately in writing, giving reasons for discharge;

(iii) Without restricting the generality of wording, the following shall constitute just cause, and employees may be discharged forthwith;

- 1) bringing intoxicants into or consuming intoxicants on Sarnia Fire Rescue Services property;
- 2) misappropriation or destruction of or wilful damage to Sarnia Fire Rescue Services property;
- 3) gross carelessness or neglect of duty;
- 4) insubordination;
- 5) disorderly conduct;
- 6) reporting for duty or performing duty while under the influence of alcohol or drugs;
- 7) convicted of a crime under the Criminal Code involving drugs, rape, theft, murder, and other serious crimes.

16.03 Where a meeting occurs for the purpose of discipline where that discipline will be a matter of the employee's record, that employee shall be offered the opportunity for Association representation. If the employee refuses such representation, the employee shall be required to sign the record of discipline specifying the same.

16.04 Firefighters shall have the right to access all documents or information kept in their personnel files. Three (3) days notice of such a request is required.

ARTICLE 17 **PRESERVATION OF EMPLOYMENT STATUS**

17.01 Except to the extent and to the degree agreed upon by the parties, no work customarily performed by an employee covered by this Agreement shall be performed by another employee of the Corporation or by a person who is not an employee of the Corporation.

17.02 Should a layoff or a consequent organizational demotion of an employee or employees be planned, it is recognized that despite the manner in which the factor of seniority may apply in other instances, seniority shall govern in the event of a layoff or the organizational demotion of employees. This will result in the last employee to be hired being the first employee to be laid off and it will result in the last employee to be promoted to an officer rank being the first to be demoted. In the event of a recall, employees shall be recalled in the order of their respective seniority. Officers shall be restored to their respective former officer ranks in the reverse order of their demotion from those ranks when organizational needs so dictate. Those laid off must be recalled first before others are hired.

17.03 Any employee laid off for no fault of his own shall retain credit for employment served prior to such lay-off for a period of two (2) years from the date of lay-off. All employees laid off shall be eligible for recall up to two (2) years from the date of lay-off and shall be recalled in compliance with this Agreement, and given ten (10) working days notice by registered mail to reply to the recall notice. After this, the next senior man can be recalled. The employee shall retain the benefits as in this Agreement where permitted by the insurer involved, until the end of the calendar year.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 Should any grievance arise, it shall be submitted within seven (7) days of the occurrence. It shall be dealt with according to the procedure set out below. The time limits shall be adhered to at all times. Exceptions to the latter may be made by mutual agreement of the two parties only.

18.02 STEP 1 The employee may take up the complaint, in writing, with the Chief or Deputy Chief, who shall give a written decision within forty-eight (48) hours.

18.03 STEP 2 Within five (5) days of the Chief or Deputy Chief's decision, the Executive Committee may decide to proceed further, and may have the grievor accompany the Executive Committee to present the grievance to the Manager of Human Resources or designate.

The grievor should give the Executive Committee forty-eight (48) hours notice to consider the merits of the grievance, which must be within the above-noted five (5) day period. After considering the written grievance the decision shall be provided in writing within five (5) days.

18.04 STEP 3 Within five (5) days of the Manager of Human Resources' or designates' decision, if the Executive Committee is not satisfied, the grievance shall be submitted to the City Manager in writing and signed by the Executive Committee. The City Manager shall consider the grievance within seven (7) days and shall give his/her decision in writing to the Executive Committee within fifteen (15) days of the meeting with the Executive Committee, who may be accompanied by the grieved employee. The City Manager may be accompanied by any City staff required.

18.05 STEP 4 Within seven (7) days after the decision of the City Manager, either party may refer the matter to arbitration. Notice in writing shall be given to all parties.

18.06 In the case of a group of employees with the same grievance or dismissal of an employee, the grievance may be taken up at *STEP 2*.

18.07 Any difference arising directly between the Association and the Corporation concerning the interpretation or violation of the terms and provisions of this Agreement may be submitted to either party by the other at *STEP 3*.

18.08 In determining the time within which any Step is to be taken under foregoing provisions of the Article, Saturdays, Sundays and statutory holidays, or declared holidays shall be excluded.

18.09 Prior to proceeding to rights arbitration, the parties may mutually agree to use the services of a grievance mediator provided the request for a grievance mediator is made within the seven (7) working days specified in *STEP 4* of the Grievance Procedure. The costs associated with utilizing a mutually agreed grievance mediator will be equally borne by the parties. It is further agreed that discussions and offers of a settlement at a grievance mediation can not be utilized in the arbitration process.

ARTICLE 19**ARBITRATION**

19.01 Arbitration proceedings shall be conducted in accordance with the provisions of the Fire Protection and Prevention Act.

19.02 No employee shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance an arbitration board or a single arbitrator shall have the power to alter or change any penalty which, in the opinion of the arbitrator, is not deemed to be just and equitable.

ARTICLE 20**TECHNOLOGICAL CHANGE**

20.01 At least ninety (90) days prior to the introduction or implementation of substantial technological change affecting employees, the Corporation shall by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting:

- the nature and the degree of change;
- the date or dates on which the Corporation plans to effect the change;
- the location or locations involved.

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

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

Without mutual agreement, no employee covered by this Agreement save and except probationary employee, shall suffer loss of his employment as a result of the exercise by the Corporation of its right to introduce or implement substantial technological change, provided the said employee was in the employ of the Corporation at the time the aforementioned notice was given by the Corporation.

The words *technological change* in the second and last paragraphs mean:

- a) the introduction by an employer into his work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by him in the operation of the work, undertaking or business; and,
- b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

ARTICLE 21**DURATION OF THIS AGREEMENT****21.01**

This Agreement shall become effective on January 1st, 2014 and shall continue in effect until December 31, 2016, and shall be automatically renewed from year to year thereafter unless, within a period of not more than sixty (60) days and not less than thirty (30) days prior to the 31st day of December 2016 or prior to the expiry date in any year subsequent thereto, either party proposing to terminate, change or alter this Agreement shall give written notice to the other party. Each party shall provide their written proposals to amend the Agreement at the first negotiation meeting, to be held within forty-five (45) days of the notice, unless otherwise agreed to by both parties.


IN WITNESS THEREOF, the Employer has hereto caused its Corporate Seal to be affixed under the hands of its duly authorized Officers, and the Association has caused this instrument to be executed by their proper Officers hereunto duly authorized, the day and the year first written above.

Agreement made in triplicate this 16th day of April, 2015.

WITNESSED BY:

The Sarnia Professional Firefighters' Assoc.

The Corporation City of Sarnia


President
Mayor
Secretary
City Clerk

LETTER OF UNDERSTANDING*between*

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

RE: POLICY FOR THE ALIGNMENT OF SQUAD PERSONNEL

Proposed squad re-alignment must be completed by October 1st of each year using available information to date, respecting upcoming retirements and internal transfers. This information should take into account the projected retirements up to March of the following year.

- All squad transfers shall take place during the month of January the following year.
- Consultation with the Association will be required with respect to, and prior to proposed squad re-alignment.
- Justification for squad re-alignment will be based on the following criteria:
 - (a) There shall be a re-alignment if the blocks of vacation to which firefighters are entitled to on a squad are such that it leads to insufficient coverage on that squad and if a re-assignment of personnel from such squad may be effected with another squad or squads to avoid such insufficient coverage and without causing the same insufficient coverage on the other squad or squads.
 - (b) Distribution of Qualified Officers
 - (c) Written Request for Transfer.

Request(s) in writing shall be submitted to the Fire Chief by September 1st. Unaffected Platoon Chiefs shall canvas their squads by order of seniority within the classification, in an attempt to accommodate the request. Transfers will be permitted within identical ranks when vacation distribution is not substantially affected as defined in section (a). Transfers will occur any time within the year following consultation. Notwithstanding, in situations where the Association has been consulted, transfers may occur for the enhancement of the department and when no employees voluntarily agree to participate in this accommodation the following guideline may be utilized.


The employee with the least seniority within the classification on the three (3) other squads and with the equivalent vacation circumstance may be transferred subject to the approval of the Chief.

- d) After consultation with the Association and agreement, which will not be unreasonably withheld, departmental effectiveness, identified by Administration as requiring attention, may warrant re-alignment. In these circumstances the October and January deadline will not apply.
- e) Transfers for unforeseen emergencies: e.g. when three (3) employees on the same squad are absent on long term illness or injury (more than three shift rotations) or there is a loss of qualified officers/fire fighters; the temporary shift transfer is not bound by the January transfer deadline and can occur anytime within the year.

For the Association



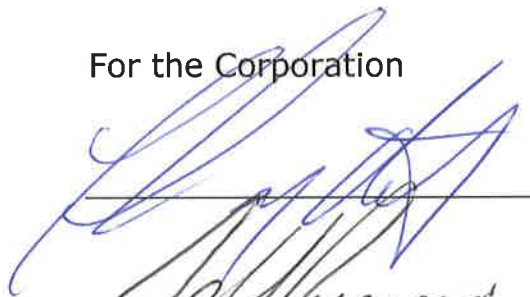







April 16, 2015
(date)

For the Corporation




April 16/15
(date)

LETTER OF UNDERSTANDING*between*

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

RE: VACATION RESCHEDULING**Vacation Scheduling****Vacation Entitlement** (as per Article 8:01 of the Collective Agreement)

1. Upon commencement of employment an employee shall be assigned two vacation slots within the prime time blocks (summer) and one vacation slot in the outer summer blocks.
2. Employees with two weeks or less vacation entitlement will be permitted to fill their assigned summer vacation slots with accrued vacation and/or lieu day vacation allotment.
3. Once assigned, an employee's slots will not be changed with the exception of promotion or transfers. When an employee move to a different platoon as a result of promotion or transfer, that employee will assume the assigned slots that were occupied by the employee that created the vacancy.
4. The remainder of an employee's unused vacation will then be selected on a seniority basis allowing a maximum of two additional weeks, per employee, in the prime time blocks.
5. When a Platoon has enough vacation accrual to fill all blocks within the existing vacation schedule with four employees (Slots 1 through 4), a fifth slot will be allowed for any residual vacation entitlement.

Christmas Holiday Blocks;

1. Each Platoon will establish a Christmas Holiday List to govern vacation assignment for the vacation block that Christmas falls in. (*The Christmas Holiday Block* includes Christmas Day and Christmas night).
2. When a Platoon is scheduled to work the above designated Christmas Holiday Block, the Platoon Chief will assign the top five (5) employees on their Christmas Holiday List, to those slots.
3. Employees may choose to relinquish their Christmas Holiday Slot and select an alternate slot as per Vacation Entitlement Bullet #4 above. (*Seniority based selection*)
4. In all cases; employees offered a slot in the Christmas Holiday Block (accepting or denying) will revert to the bottom of the Christmas Holiday List in the subsequent year.

5. **NOTE;** A Platoon's Christmas Holiday List *will not be used* and therefore *remains static* on years when their Platoon is not scheduled to work the Christmas Holiday Block.

Rescheduling; *(after the regular vacation schedule has been completed)*

1. This applies to employees who have been off work due to a *medically documented* sickness/injury or W.S.I.B. just prior to the start of their vacation, or have been hired or transferred after the current vacation schedule has been completed.
2. An employee may only reschedule their vacation when they are not working a full shift on a modified work program.

Non-prime vacation

3. Once all non prime time vacation blocks have five (5) slots filled, with the exception of the last three blocks in a calendar year (which encompass the Christmas Holiday), the employee will be permitted to reschedule their vacation in the ensuing year.
4. Directly after returning to duty, employees absent during *non-prime vacation*, due to a medically documented sickness/injury or WSIB, should be reassigned to the first available *non-prime vacation* block *occupied by less than five employees*.

Allotted prime time vacation

5. Directly after returning to duty, employees absent during *allotted prime time vacation*, due to a medically documented sickness/injury or WSIB, should also be reassigned the first available vacation slot in the prime time summer vacation blocks.
6. Rescheduling *allotted prime time vacation* into a sixth slot, during the same calendar year as it is lost, must be approved by the Fire Chief or Fire Chief's designate.
7. When prime time vacation blocks are occupied to the permissible number, employees returning to duty may elect to carry missed prime time vacation into the next year. *(Reference bullet 8)*
8. A maximum of five employees are allowed off in any single block with the following prime time rescheduling exceptions;
 - a) After the regular vacation schedule has been completed, Platoon Chiefs will reassign any allotted prime time vacation that is being rescheduled from previous years. This applies to employees who have been off work due to a medically documented sickness/injury or WSIB, just prior to the start of their vacation.
 - b) Rescheduled prime time vacation will be reassigned within the same blocks as were lost in the previous year unless there is a prime time block filled with four or less employees.
 - c) **Note;** A prime time summer block can not be increased to six slots, until all prime time blocks are occupied by five employees.

- d) Rescheduled prime time vacation will be the **only exception** to trigger a block increasing to six slots.
- e) When more than one employee must reschedule in the same prime time block, the senior employee shall have the option to select an alternate slot if it meant the block would otherwise exceed the maximum of six employees off.

Definitions:

- 1 Block equals a tour of duty (four days or nights)
- 1 Slot equals one of four positions in a Block
- 1 Shift equals one day or night.

For the Association

[Signature]

[Signature]

[Signature]

[Signature]

April 16, 2015
(date)

For the Corporation

[Signature]
[Signature]

April 16/15
(date)

LETTER OF UNDERSTANDING

between

The Corporation of the City of Sarnia

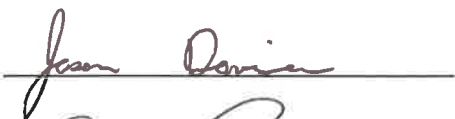
and

The Sarnia Professional Fire Fighters Association

RE: Article 10:06 Sick Leave

A committee of equal representation of the City of Sarnia and Sarnia Professional Firefighters Association Representative(s) will meet within ninety (90) days after the ratification of this agreement to discuss the City's proposal for Article 10.06.

For the Association



April 16, 2015
(date)

For the Corporation



April 16/15
(date)

LETTER OF UNDERSTANDING*between*

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

RE: 24 Hour Shift

This Letter of Understanding (LOU) is the result of a collaborative effort between the Corporation of The City of Sarnia and the Sarnia Professional Fire Fighters Association, I.A.F.F. Local 492. The parties agree that the following agreement will set out the terms to implement a trial 24-hour shift schedule for suppression employees and, to that end, enter into this Letter of Understanding which does not amend the Collective Agreement. If either the Corporation or the Association terminates this trial, it is understood that the parties will revert back to the Collective Agreement, and that no additional salary or overtime costs shall be incurred because of this transition. If the Fire Chief or the Association deems it necessary to terminate the trial 24-hour shift schedule, notice must be given 120 days before a termination date, unless otherwise required by law, and provide to the other party the concerns and reasons for the termination of the trial. By mutual consent, the trial period can be terminated with less than the 120 days notice. The parties agree that trial period must meet the operational needs of the department.

1) The parties have agreed that the attached work schedule (see Appendix A) will be implemented during the trial period.

2) Trial Period - The transition from the current shift schedule to the 24-hour shift schedule shall commence January 1, 2015 for a three (3)-year period. The 24-hour shift trial will be in effect for the suppression employees and there will be an option to extend the trial on a yearly basis, but not to exceed two years.

3) At any time during the 24-hour shift trial period, or at the request of the Fire Chief or Association President, the parties will meet to resolve any outstanding issues and/or to determine how to implement any amendments to the 24-hour shift and/or this LOU. Reasonable effort shall be made to correct any problem before the trial is abandoned.

4) The parties agree that the application of this LOU shall have no bearing or impede any other bargaining or contractual issues that parties have the right to negotiate during the trial period.

5) Program evaluation

The parties agree the 24-hour shift will be evaluated throughout the trial period.

The following will be the Key Performance Indicators (KPI)

- Health & wellness of employees and their families
- Attendance/sick time
- Overtime
- WSIB lost time injuries and number of claims
- Usage of shift exchanges
- Hours of training and completion of assigned training
- Crew involvement in departmental programs

Meetings will be mutually arranged at minimal quarterly intervals, or sooner, to review the KPIs.

6) Hours of Work

Shifts will be from 07:00 AM – 07:00 AM the next calendar day

7) Employee changing to Days to Accommodate Training

The Fire Chief may schedule an employee out of the 24-hour shift rotation for the purpose of receiving or providing training provided the employee mutually agrees to the said change and the duration of it. The parties will monitor this throughout the trial period and if necessary, it will be re-addressed by the parties.

8) Shift Exchanges & Overtime

- For the exclusive purpose of providing fire protection services, The Fire Chief or designate may approve an employee to work beyond their scheduled shift.
- Employees shall have at least 12 hours off duty prior to returning to duty.

9) Vacation

Vacation entitlement on the 24-hour shift schedule will be as follows:

- 2 weeks of earned vacation shall equal 4 credits
- 3 weeks of earned vacation shall equal 6 credits
- 4 weeks of earned vacation shall equal 8 credits
- 5 weeks of earned vacation shall equal 10 credits
- 6 weeks of earned vacation shall equal 12 credits
- 7 weeks of earned vacation shall equal 14 credits

- The vacation week blocks shall be as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week Block 1	24			24			
Week Block 2					24		24
Week Block 3			24			24	
Week Block 4		24					

- A Week Block equals a Monday through to Sunday
- Vacation/Lieu Credits shall be taken in One (1) Week Blocks
- One 24-hour shift = One (1) vacation credit.

10) Lieu Days

- One Lieu Day equals 12 hours
- 12 Lieu Days equals six (6) credits
- Lieu Days shall be picked as vacation
- For the purpose of Article 9.04 of the current Collective Agreement, those employees working the Stat, shall be paid at one and one half (1 1/2) times their regular rate for the first ten (10) hours of their shift

11) Sick Leave

- One (1) sick day equals twelve (12) hours
- An employee may book sick in 12-hour increments or the full 24-hour period
- If an employee leaves work sick, such hours, will be deducted by the actual number of hours off duty

12) Bereavement Days

- Up to two (2) 24 Hour Shifts: Spouse, Parent, Child
- Up to one (1) 24 Hour Shifts: Sibling, Father/Mother In Law, Son/Daughter In Law
- Up to one (1) 24 Hour Shift: Brother/Sister In Law, Grandchild, Grandparent of Employee or Spouse, or any other Dependent Relative living with Employee

13) Acting Officers

- Acting Officers will be assigned duties by order of seniority for each 24 hour shift
- Senior Acting Officers at the station will assume duties in the event of an absence following assignments being posted for each 24 hour shift

14) Leave of Absence

- In reference to Art. 13.02 of the current Collective Agreement, the total time granted to delegates going to I.A.F.F. or O.P.F.F.A. functions, shall not exceed thirty (30) days, and a day shall equal twelve (12) hours
- In reference to Art. 13.03 of the current Collective Agreement, the total shift exchanges shall not exceed fifty (50) working days in the aggregate for a single illness/injury situation, and a day shall equal twelve (12) hours.

15) Leave Before and/or After Attending an Approved Training Course

Notwithstanding Art 7.08 of the current Collective Agreement, an employee who is scheduled to attend an approved training course for four or more days and who is scheduled to work the immediate preceding 24-hour shift shall be granted leave of absence for the last 12 hours of their shift without loss of pay, seniority or benefits for that shift. An employee who is scheduled to attend an approved training course for four or more days and who is scheduled to work immediately after attending the course for a 24-hour shift shall be granted leave of absence for the first 12 hours of their shift without loss of pay, seniority or benefits for that shift.

16) Elections

Employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangements to vote at an advance poll or will arrange a duty exchange for voting on the Election Day.

17) Shift Identification

For purpose of identifying the Platoons while on the 24-hour shift, since there is no longer an A-side or B-side, the Platoons will be renamed to as follows:

B2 Platoon = A Platoon
B1 Platoon = B Platoon
A1 Platoon = C Platoon
A2 Platoon = D Platoon

18) Implementation of the 24 Work Schedule

A Platoon	January 1, 2015 @ 07:00 Am
B Platoon	January 2, 2015 @ 07:00 Am
C Platoon	January 3, 2015 @ 07:00 Am
D Platoon	January 5, 2015 @ 07:00 Am

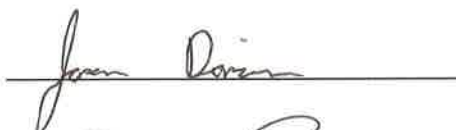
19) Termination

This letter of understanding is effective from January 1, 2015 to December 31, 2017 with the options to extend for an additional two years, and supersedes any letters of understanding pertaining to the 24 Hr Shift, signed previous to this date.

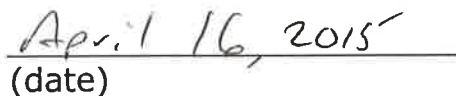
For the Association











(date)

For the Corporation







(date)