



# **COLLECTIVE AGREEMENT**

*between*

**The Corporation of the City of Sarnia**

*and*

**The Sarnia Professional Firefighters' Association**

*January 1, 2020 – December 31, 2023*

---

**Index**

	Page
ARTICLE 1 EMPLOYEES COVERED .....	2
ARTICLE 2 SENIORITY .....	2
ARTICLE 3 RECOGNITION .....	3
ARTICLE 4 DUES SHOP .....	3
ARTICLE 5 DISCRIMINATION AND COERCION.....	3
ARTICLE 7 HOURS OF WORK AND OVERTIME .....	4
ARTICLE 8 VACATIONS.....	7
ARTICLE 9 STATUTORY AND DECLARED HOLIDAYS .....	8
ARTICLE 10 EMPLOYMENT BENEFITS .....	9
ARTICLE 11 SALARIES.....	14
ARTICLE 12 PROMOTIONAL SYSTEM .....	22
ARTICLE 13 LEAVE OF ABSENCE .....	28
ARTICLE 14 PENSIONS.....	29
ARTICLE 15 UNIFORMS AND EQUIPMENT .....	30
ARTICLE 16 DISCIPLINE AND DEVOTION TO DUTY .....	31
ARTICLE 17 PRESERVATION OF EMPLOYMENT STATUS .....	32
ARTICLE 18 GRIEVANCE PROCEDURE.....	33
ARTICLE 19 ARBITRATION.....	34
ARTICLE 20 TECHNOLOGICAL CHANGE .....	34
ARTICLE 21 DURATION OF THIS AGREEMENT.....	36
LETTER OF UNDERSTANDING RE: Policy for the Alignment of Squad Personnel...	37
LETTER OF UNDERSTANDING RE: Vacation Rescheduling.....	39
LETTER OF UNDERSTANDING RE: Return to Work/Wellness Committee .....	41

**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.

**1.03**            Each new employee shall be deemed to be a probationer for the first twelve (12) months of their 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.

**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 hiring's 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 may return to their former position within twelve (12) months from the date of their 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 their 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, 2015, shall remain in force unless a change thereto is agreed upon by the parties. Shifts will be from 07:00 AM – 07:00 AM the next calendar day. 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.

**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.

**Shift Employees**

The hourly rate for shift employees will be based on 1/2184 of the employee's yearly salary. Employees will not be eligible to work overtime following a sick absence for the ensuing 24 hours following the absence. 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.

**Day Employees**

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 their 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.
- e) 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.

**7.05** When an employee is required to return to work after their regular hours in case of emergency call-in, they 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 their 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 their day off on behalf of the Corporation or proceedings arising from their duties pertaining to Sarnia Fire Rescue Services, they 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.

(iii) 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 twenty-four (24) hour shift shall be granted leave of absence for the last twelve (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 twenty-four (24) hour shift shall be granted leave of absence for the first twelve (12) hours of their shift without loss of pay, seniority or benefits for that shift.

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 courses 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 on their day off will be compensated at a rate of 1.5 times hours.

**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:

- a)
  - 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
- b) 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
<b>Week Block 1</b>	24			24			
<b>Week Block 2</b>					24		24
<b>Week Block 3</b>			24			24	
<b>Week Block 4</b>		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.

**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 their 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	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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. Effective January 1, 2018 employees required to work any of the statutory and declared holidays identified in Article 9.01, shall be compensated at the rate of one and one half (1 ½) times their regular rate of pay for the 12 hours for the shift that begins in the am of the holiday.

**9.05** For shift employees:

- One holiday equals twelve (12) hours.
- Twelve (12) holidays equals six (6) credits
- Holidays shall be picked as vacation

## **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.

- 1) Semi-Private Hospital Plan;
- 2) Extended Health Benefits Plan;
- 3) Vision Care - \$450.00 maximum every two (2) calendar years per employee and per dependant increasing to \$500.00 effective January 1, 2021. 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 - \$1,650.00 maximum per calendar year per employee and per dependant(s) increasing to \$1,750.00 effective January 1, 2021. Nursing care of up to \$200 per day up to a maximum of ninety (90) days per calendar year. Psychologist/Social Worker/Psychotherapist visits of \$1,000.00 per calendar year increasing to \$2,000.00 per calendar year effective January 1, 2021. Speech therapist of up to \$400.00 per calendar year increasing to \$500.00 per calendar year effective January 1, 2021.
- 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 \$10.00. 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 and an employee may book sick in twelve (12) hour increments or the full twenty-four (24) hour period. If an employee leaves work sick, such hours will be deducted by the actual number of hours off duty. In the case of day workers, 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, their 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 1/208<sup>th</sup> of the employee's annual remuneration.
- (e) effective June 1, 2003, each day's pay for shift employees will be computed and fixed at 1/182<sup>nd</sup> 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 their 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 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 qualified medical professional complete the agreed upon Workers Ability Report verifying when the illness commenced, when the employee may return to work or work restrictions if any. Such report may be required for all absences in excess of three (3) working days or two (2) twenty-four (24) hour shifts as a condition of payment of sick leave benefits.

The parties also agree that the cost of the Workers Ability Report 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 fifty dollars (\$50.00) 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 their 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 \$2,500.00 annually commencing at age 65 and ending at age 75. This amount shall be provided on a per-employee basis regardless of the employee's family status and be available exclusively for a monthly plan, and/or reimbursement of medical, vision, or dental expenses of the retired employee and spouse, 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

**10.13** The Corporation of the City of Sarnia will reimburse the cost associated with an employee obtaining a Medical Report for the purpose of maintaining a Class DZ License up to \$100.00.

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

			Jan. 1, 2020 128%	July 1, 2020 128%	Jan. 1, 2021 129%	July 1, 2021 129%	Jan. 1, 2022 130%	July 1, 2022 130%	Jan. 1, 2023 130%	July 1, 2023 130%
Platoon Chief 23 years service	128% + 9%	Annum	138,771.273	140,158.986	142,593.864	144,019.803	146,514.059	147,979.200	149,458.993	150,953.583
		Biweekly	5,337.360	5,390.700	5,484.360	5,539.212	5,635.140	5,691.504	5,748.456	5,805.912
		Hourly	63.540	64.175	65.290	65.943	67.085	67.756	68.434	69.118
Platoon Chief 17 years service	128% + 6%	Annum	135,732.486	137,089.811	139,493.997	140,888.938	143,351.885	144,785.404	146,233.259	147,695.592
		Biweekly	5,220.516	5,272.680	5,365.164	5,418.840	5,513.508	5,568.696	5,624.388	5,680.584
		Hourly	62.149	62.770	63.871	64.510	65.637	66.294	66.957	67.626
Platoon Chief 8 years service	128% + 3%	Annum	132,693.699	134,020.636	136,394.131	137,758.072	140,189.711	141,591.609	143,007.526	144,437.601
		Biweekly	5,103.588	5,154.660	5,245.968	5,298.384	5,391.876	5,445.804	5,500.320	5,555.256
		Hourly	60.757	61.365	62.452	63.076	64.189	64.831	65.480	66.134
<b>Platoon Chief</b>	128% of 1st Class FF	Annum	129,654.912	130,951.461	133,294.264	134,627.207	137,027.537	138,397.813	139,781.792	141,179.610
		Biweekly	4,986.744	5,036.556	5,126.688	5,177.928	5,270.328	5,322.996	5,376.252	5,430.012
		Hourly	59.366	59.959	61.032	61.642	62.742	63.369	64.003	64.643

			116%	116%	117%	117%	118%	118%	118%	118%
Captain 23 years service	116% + 9%	Annum	126,616.125	127,882.287	130,194.398	131,496.342	133,865.364	135,204.017	136,556.058	137,921.619
		Biweekly	4,869.816	4,918.536	5,007.492	5,057.556	5,148.696	5,200.188	5,252.184	5,304.684
		Hourly	57.974	58.554	59.613	60.209	61.294	61.907	62.526	63.151
Captain 17 years service	116% + 6%	Annum	123,577.338	124,813.112	127,094.531	128,365.477	130,703.190	132,010.221	133,330.324	134,663.628
		Biweekly	4,752.972	4,800.516	4,888.212	4,937.100	5,027.064	5,077.296	5,128.116	5,179.356
		Hourly	56.583	57.149	58.193	58.775	59.846	60.444	61.049	61.659
Captain 8 yrs service	116% + 3%	Annum	120,538.551	121,743.937	123,994.665	125,234.611	127,541.016	128,816.426	130,104.591	131,405.637
		Biweekly	4,636.128	4,682.496	4,769.016	4,816.728	4,905.432	4,954.488	5,004.048	5,054.028
		Hourly	55.192	55.744	56.774	57.342	58.398	58.982	59.572	60.167
<b>Captain</b>	116% of 1st Class FF	Annum	117,499.764	118,674.762	120,894.798	122,103.746	124,378.842	125,622.630	126,878.857	128,147.646
		Biweekly	4,519.200	4,564.392	4,649.820	4,696.272	4,783.800	4,831.680	4,879.980	4,928.784
		Hourly	53.800	54.338	55.355	55.908	56.950	57.520	58.095	58.676

## Fire Suppression Division

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
First Class FF 23 years service	109%	Annum	110,409.261	111,513.354	112,628.487	113,754.772	114,892.320	116,041.243	117,201.656	118,373.673
		Biweekly	4,246.536	4,288.956	4,331.880	4,375.224	4,418.904	4,463.088	4,507.776	4,552.800
		Hourly	50.554	51.059	51.570	52.086	52.606	53.132	53.664	54.200
First Class FF 17 years service	106%	Annum	107,370.474	108,444.179	109,528.620	110,623.907	111,730.146	112,847.447	113,975.922	115,115.682
		Biweekly	4,129.608	4,170.936	4,212.600	4,254.768	4,297.272	4,340.280	4,383.708	4,427.556
		Hourly	49.162	49.654	50.150	50.652	51.158	51.670	52.187	52.709
First Class FF 8 years service	103%	Annum	104,331.687	105,375.004	106,428.754	107,493.041	108,567.972	109,653.652	110,750.189	111,857.691
		Biweekly	4,012.764	4,052.916	4,093.404	4,134.312	4,175.724	4,217.472	4,259.640	4,302.228
		Hourly	47.771	48.249	48.731	49.218	49.711	50.208	50.710	51.217
First Class FF		Annum	101,292.900	102,305.829	103,328.887	104,362.176	105,405.798	106,459.856	107,524.455	108,599.700
		Biweekly	3,895.920	3,934.812	3,974.208	4,013.940	4,054.092	4,094.580	4,135.572	4,176.900
		Hourly	46.380	46.843	47.312	47.785	48.263	48.745	49.233	49.725
Second Class FF	90% of 1st Class FF	Annum	91,163.610	92,075.246	92,995.998	93,925.958	94,865.218	95,813.870	96,772.010	97,739.730
		Biweekly	3,506.328	3,541.356	3,576.804	3,612.504	3,648.624	3,685.164	3,722.040	3,759.252
		Hourly	41.742	42.159	42.581	43.006	43.436	43.871	44.310	44.753
Third Class FF	80% of 1st Class FF	Annum	81,034.320	81,844.663	82,663.110	83,489.741	84,324.638	85,167.885	86,019.564	86,879.760
		Biweekly	3,116.736	3,147.900	3,179.316	3,211.152	3,243.240	3,275.664	3,308.424	3,341.520
		Hourly	37.104	37.475	37.849	38.228	38.610	38.996	39.386	39.780
Fourth Class FF	70% of 1st Class FF	Annum	70,905.030	71,614.080	72,330.221	73,053.523	73,784.059	74,521.899	75,267.119	76,019.790
		Biweekly	2,727.144	2,754.360	2,781.912	2,809.716	2,837.856	2,866.248	2,894.892	2,923.872
		Hourly	32.466	32.790	33.118	33.449	33.784	34.122	34.463	34.808
Probationer	65% of 1st Class FF 60% Eff. Jan. 1, 2021	Annum	65,840.385	66,498.789	61,997.332	62,617.306	63,243.479	63,875.914	64,514.673	65,159.820
		Biweekly	2,532.348	2,557.632	2,384.508	2,408.364	2,432.472	2,456.748	2,481.360	2,506.140
		Hourly	30.147	30.448	28.387	28.671	28.958	29.247	29.540	29.835



## Public Education and Fire Prevention Division

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
Public Education Officer 23 years service	115% + 9%	Annum	125,603.196	126,859.228	128,127.820	129,409.098	130,703.190	132,010.221	133,330.324	134,663.628
		Biweekly	4,830.880	4,879.200	4,928.000	4,977.280	5,027.040	5,077.280	5,128.080	5,179.360
		Hourly	60.386	60.990	61.600	62.216	62.838	63.466	64.101	64.742
Public Education Officer 17 years service	115% + 6%	Annum	122,564.409	123,790.053	125,027.953	126,278.233	127,541.016	128,816.425	130,104.590	131,405.637
		Biweekly	4,714.000	4,761.120	4,808.800	4,856.880	4,905.440	4,954.480	5,004.000	5,054.080
		Hourly	58.925	59.514	60.110	60.711	61.318	61.931	62.550	63.176
Public Education Officer 8 years service	115% + 3%	Annum	119,525.622	120,720.878	121,928.087	123,147.367	124,378.842	125,622.630	126,878.857	128,147.646
		Biweekly	4,597.120	4,643.120	4,689.520	4,736.400	4,783.840	4,831.600	4,879.920	4,928.720
		Hourly	57.464	58.039	58.619	59.205	59.798	60.395	60.999	61.609
<b>Public Education Officer</b>	115% of 1st Class FF	Annum	116,486.835	117,651.703	118,828.220	120,016.502	121,216.668	122,428.834	123,653.123	124,889.655
		Biweekly	4,480.240	4,525.040	4,570.320	4,616.000	4,662.160	4,708.800	4,755.920	4,803.440
		Hourly	56.003	56.563	57.129	57.700	58.277	58.860	59.449	60.043
Captain in Fire Prevention 23 years service	119% + 9%	Annum	129,654.912	130,951.462	132,260.976	133,583.585	134,919.422	136,268.616	137,631.302	139,007.616
		Biweekly	4,986.720	5,036.560	5,086.960	5,137.840	5,189.200	5,241.120	5,293.520	5,346.480
		Hourly	62.334	62.957	63.587	64.223	64.865	65.514	66.169	66.831
Captain in Fire Prevention 17 years service	119% + 6%	Annum	126,616.125	127,882.287	129,161.109	130,452.720	131,757.248	133,074.820	134,405.568	135,749.625
		Biweekly	4,869.840	4,918.560	4,967.760	5,017.440	5,067.600	5,118.240	5,169.440	5,221.120
		Hourly	60.873	61.482	62.097	62.718	63.345	63.978	64.618	65.264
Captain in Fire Prevention 8 years service	119% + 3%	Annum	123,577.338	124,813.112	126,061.243	127,321.854	128,595.074	129,881.025	131,179.835	132,491.634
		Biweekly	4,752.960	4,800.480	4,848.480	4,896.960	4,946.000	4,995.440	5,045.360	5,095.840
		Hourly	59.412	60.006	60.606	61.212	61.825	62.443	63.067	63.698
<b>Captain in Fire Prevention</b>	119% (115% + 2% + 2%) 1st Class FF	Annum	120,538.551	121,743.937	122,961.376	124,190.989	125,432.900	126,687.229	127,954.101	129,233.643
		Biweekly	4,636.080	4,682.480	4,729.280	4,776.560	4,824.320	4,872.560	4,921.280	4,970.560
		Hourly	57.951	58.531	59.116	59.707	60.304	60.907	61.516	62.132

## Public Education and Fire Prevention Division

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
Fire Prevention Officer	117% +9%	Annum	127,629.054	128,905.345	130,194.398	131,496.342	132,811.306	134,139.419	135,480.813	136,835.622
1 Accreditation		Biweekly	4,908.800	4,957.920	5,007.440	5,057.520	5,108.160	5,159.200	5,210.800	5,262.880
23 years service		Hourly	61.360	61.974	62.593	63.219	63.852	64.490	65.135	65.786
Fire Prevention Officer	117% + 6%	Annum	124,590.267	125,836.170	127,094.531	128,365.477	129,649.132	130,945.623	132,255.079	133,577.631
1 Accreditation		Biweekly	4,791.920	4,839.840	4,888.240	4,937.120	4,986.480	5,036.400	5,086.720	5,137.600
17 years service		Hourly	59.899	60.498	61.103	61.714	62.331	62.955	63.584	64.220
Fire Prevention Officer	117% + 3%	Annum	121,551.480	122,766.995	123,994.665	125,234.611	126,486.958	127,751.828	129,029.346	130,319.640
1 Accreditation		Biweekly	4,675.040	4,721.840	4,769.040	4,816.720	4,864.880	4,913.520	4,962.640	5,012.320
8 years service		Hourly	58.438	59.023	59.613	60.209	60.811	61.419	62.033	62.654
<b>Fire Prevention Officer</b>	117% (115% + 2%) of 1st Class FF	Annum	118,512.693	119,697.820	120,894.798	122,103.746	123,324.784	124,558.032	125,803.612	127,061.649
<b>1 Accreditation</b>		Biweekly	4,558.160	4,603.760	4,649.760	4,696.320	4,743.280	4,790.720	4,838.640	4,886.960
		Hourly	56.977	57.547	58.122	58.704	59.291	59.884	60.483	61.087

Fire Prevention Officer	115% + 9%	Annum	125,603.196	126,859.228	128,127.820	129,409.098	130,703.190	132,010.221	133,330.324	134,663.628
23 years service		Biweekly	4,830.880	4,879.200	4,928.000	4,977.280	5,027.040	5,077.280	5,128.080	5,179.360
		Hourly	60.386	60.990	61.600	62.216	62.838	63.466	64.101	64.742
Fire Prevention Officer	115% + 6%	Annum	122,564.409	123,790.053	125,027.953	126,278.233	127,541.016	128,816.425	130,104.590	131,405.637
17 years service		Biweekly	4,714.000	4,761.120	4,808.800	4,856.880	4,905.440	4,954.480	5,004.000	5,054.080
		Hourly	58.925	59.514	60.110	60.711	61.318	61.931	62.550	63.176
Fire Prevention Officer	115% + 3%	Annum	119,525.622	120,720.878	121,928.087	123,147.367	124,378.842	125,622.630	126,878.857	128,147.646
8 years service		Biweekly	4,597.120	4,643.120	4,689.520	4,736.400	4,783.840	4,831.600	4,879.920	4,928.720
		Hourly	57.464	58.039	58.619	59.205	59.798	60.395	60.999	61.609
<b>Fire Prevention Officer</b>	115% of 1st Class FF	Annum	116,486.835	117,651.703	118,828.220	120,016.502	121,216.668	122,428.834	123,653.123	124,889.655
		Biweekly	4,480.240	4,525.040	4,570.320	4,616.000	4,662.160	4,708.800	4,755.920	4,803.440
		Hourly	56.003	56.563	57.129	57.700	58.277	58.860	59.449	60.043

## Public Education and Fire Prevention Division

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
Fire Inspector - 2nd year 23 years service	112% + 9%	Annum	122,564.409	123,790.053	125,027.953	126,278.233	127,541.016	128,816.426	130,104.591	131,405.637
		Biweekly	4,714.000	4,761.120	4,808.800	4,856.880	4,905.440	4,954.480	5,004.000	5,054.080
		Hourly	58.925	59.514	60.110	60.711	61.318	61.931	62.550	63.176
Fire Inspector - 2nd year 17 years service	112% + 6%	Annum	119,525.622	120,720.878	121,928.086	123,147.368	124,378.842	125,622.630	126,878.857	128,147.646
		Biweekly	4,597.120	4,643.120	4,689.520	4,736.400	4,783.840	4,831.600	4,879.920	4,928.720
		Hourly	57.464	58.039	58.619	59.205	59.798	60.395	60.999	61.609
Fire Inspector - 2nd year 8 years service	112% + 3%	Annum	116,486.835	117,651.703	118,828.220	120,016.502	121,216.668	122,428.835	123,653.124	124,889.655
		Biweekly	4,480.240	4,525.040	4,570.320	4,616.000	4,662.160	4,708.800	4,755.920	4,803.440
		Hourly	56.003	56.563	57.129	57.700	58.277	58.860	59.449	60.043
<b>Fire Inspector - 2nd year</b>	112% of 1st Class FF	Annum	113,448.048	114,582.528	115,728.353	116,885.637	118,054.494	119,235.039	120,427.390	121,631.664
		Biweekly	4,363.360	4,407.040	4,451.120	4,495.600	4,540.560	4,586.000	4,631.840	4,678.160
		Hourly	54.542	55.088	55.639	56.195	56.757	57.325	57.898	58.477

Fire Inspector - 1st year 23 years service	109% + 9%	Annum	119,525.622	120,720.879	121,928.087	123,147.368	124,378.842	125,622.630	126,878.857	128,147.646
		Biweekly	4,597.120	4,643.120	4,689.520	4,736.400	4,783.840	4,831.600	4,879.920	4,928.720
		Hourly	57.464	58.039	58.619	59.205	59.798	60.395	60.999	61.609
Fire Inspector - 1st year 17 years service	109% + 6%	Annum	116,486.835	117,651.704	118,828.220	120,016.503	121,216.668	122,428.834	123,653.123	124,889.655
		Biweekly	4,480.240	4,525.040	4,570.320	4,616.000	4,662.160	4,708.800	4,755.920	4,803.440
		Hourly	56.003	56.563	57.129	57.700	58.277	58.860	59.449	60.043
Fire Inspector - 1st year 8 years service	109% + 3%	Annum	113,448.048	114,582.529	115,728.354	116,885.637	118,054.494	119,235.039	120,427.390	121,631.664
		Biweekly	4,363.360	4,407.040	4,451.120	4,495.600	4,540.560	4,586.000	4,631.840	4,678.160
		Hourly	54.542	55.088	55.639	56.195	56.757	57.325	57.898	58.477
<b>Fire Inspector - 1st year</b>	109% of 1st Class FF	Annum	110,409.261	111,513.354	112,628.487	113,754.772	114,892.320	116,041.243	117,201.656	118,373.673
		Biweekly	4,246.480	4,288.960	4,331.840	4,375.200	4,418.960	4,463.120	4,507.760	4,552.800
		Hourly	53.081	53.612	54.148	54.690	55.237	55.789	56.347	56.910

## Training Division

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
Captain in Training 23 years Service	119% + 9%	Annum	129,654.912	130,951.462	132,260.976	133,583.585	134,919.422	136,268.616	137,631.302	139,007.616
		Biweekly	4,986.720	5,036.560	5,086.960	5,137.840	5,189.200	5,241.120	5,293.520	5,346.480
		Hourly	62.334	62.957	63.587	64.223	64.865	65.514	66.169	66.831
Captain in Training 17 years Service	119% + 6%	Annum	126,616.125	127,882.287	129,161.109	130,452.720	131,757.248	133,074.820	134,405.568	135,749.625
		Biweekly	4,869.840	4,918.560	4,967.760	5,017.440	5,067.600	5,118.240	5,169.440	5,221.120
		Hourly	60.873	61.482	62.097	62.718	63.345	63.978	64.618	65.264
Captain in Training 8 years Service	119% + 3%	Annum	123,577.338	124,813.112	126,061.243	127,321.854	128,595.074	129,881.025	131,179.835	132,491.634
		Biweekly	4,752.960	4,800.480	4,848.480	4,896.960	4,946.000	4,995.440	5,045.360	5,095.840
		Hourly	59.412	60.006	60.606	61.212	61.825	62.443	63.067	63.698
Captain in Training	119% (115% + 2% + 2%) 1st Class FF	Annum	120,538.551	121,743.937	122,961.376	124,190.989	125,432.900	126,687.229	127,954.101	129,233.643
		Biweekly	4,636.080	4,682.480	4,729.280	4,776.560	4,824.320	4,872.560	4,921.280	4,970.560
		Hourly	57.951	58.531	59.116	59.707	60.304	60.907	61.516	62.132

Safety/Training Officer 1 Accreditation 23 years Service	117% + 9%	Annum	127,629.054	128,905.345	130,194.398	131,496.342	132,811.306	134,139.419	135,480.813	136,835.622
		Biweekly	4,908.800	4,957.920	5,007.440	5,057.520	5,108.160	5,159.200	5,210.800	5,262.880
		Hourly	61.360	61.974	62.593	63.219	63.852	64.490	65.135	65.786
Safety/Training Officer 1 Accreditation 17 years Service	117% + 6%	Annum	124,590.267	125,836.170	127,094.531	128,365.477	129,649.132	130,945.623	132,255.079	133,577.631
		Biweekly	4,791.920	4,839.840	4,888.240	4,937.120	4,986.480	5,036.400	5,086.720	5,137.600
		Hourly	59.899	60.498	61.103	61.714	62.331	62.955	63.584	64.220
Safety/Training Officer 1 Accreditation 8 years service	117% + 3%	Annum	121,551.480	122,766.995	123,994.665	125,234.611	126,486.958	127,751.828	129,029.346	130,319.640
		Biweekly	4,675.040	4,721.840	4,769.040	4,816.720	4,864.880	4,913.520	4,962.640	5,012.320
		Hourly	58.438	59.023	59.613	60.209	60.811	61.419	62.033	62.654
Safety/Training Officer 1 Accreditation	117% (115% + 2%) of 1st Class FF	Annum	118,512.693	119,697.820	120,894.798	122,103.746	123,324.784	124,558.032	125,803.612	127,061.649
		Biweekly	4,558.160	4,603.760	4,649.760	4,696.320	4,743.280	4,790.720	4,838.640	4,886.960
		Hourly	56.977	57.547	58.122	58.704	59.291	59.884	60.483	61.087

			Jan. 1, 2020	July 1, 2020	Jan. 1, 2021	July 1, 2021	Jan. 1, 2022	July 1, 2022	Jan. 1, 2023	July 1, 2023
Safety/Training Officer 23 years service	115% + 9%	Annum	125,603.196	126,859.228	128,127.820	129,409.098	130,703.190	132,010.221	133,330.324	134,663.628
		Biweekly	4,830.880	4,879.200	4,928.000	4,977.280	5,027.040	5,077.280	5,128.080	5,179.360
		Hourly	60.386	60.990	61.600	62.216	62.838	63.466	64.101	64.742
Safety/Training Officer 17 years service	115% + 6%	Annum	122,564.409	123,790.053	125,027.953	126,278.233	127,541.016	128,816.425	130,104.590	131,405.637
		Biweekly	4,714.000	4,761.120	4,808.800	4,856.880	4,905.440	4,954.480	5,004.000	5,054.080
		Hourly	58.925	59.514	60.110	60.711	61.318	61.931	62.550	63.176
Safety/Training Officer 8 years service	115% + 3%	Annum	119,525.622	120,720.878	121,928.087	123,147.367	124,378.842	125,622.630	126,878.857	128,147.646
		Biweekly	4,597.120	4,643.120	4,689.520	4,736.400	4,783.840	4,831.600	4,879.920	4,928.720
		Hourly	57.464	58.039	58.619	59.205	59.798	60.395	60.999	61.609
Safety/Training Officer	115% of 1st Class FF	Annum	116,486.835	117,651.703	118,828.220	120,016.502	121,216.668	122,428.834	123,653.123	124,889.655
		Biweekly	4,480.240	4,525.040	4,570.320	4,616.000	4,662.160	4,708.800	4,755.920	4,803.440
		Hourly	56.003	56.563	57.129	57.700	58.277	58.860	59.449	60.043



**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 4<sup>th</sup>, 3<sup>rd</sup>, 2<sup>nd</sup> and 1<sup>st</sup> 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.

**11.05 Fire Prevention Division  
(Fire Prevention Bureau)**

Effective January 1, 2021, the following pay grid will be recognized for new employees entering the Fire Prevention division, also known as the Fire Prevention Bureau.

- (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. Required courses for the term of their collective agreement:

NFPA 1031 Level 1  
Fire Code Courses – Part 2 and 6  
Fire Code Courses – Courtroom Proceedings  
Fire Code Courses – Part 9

NFPA 1031 Level 2  
Fire Code Courses – Part 3 and 5  
Fire Code Courses – Part 4

Once completed, Fire Prevention Officers will be promoted to Captain in Fire Prevention at the rate of 119% with the following qualifications:

NFPA 1033 Fire Investigator  
OBOA "Fire Protection" Qualification (also known as Building Construction Identification Number (BCIN))

(ii) Training Safety Officers will be promoted to Captain in Training at the rate of 119% with the following qualifications:

NFPA 1521 Incident Safety Officer  
NFPA 1041 Fire Instructor 2  
NFPA 1021 Fire Officer 2

(iii) The Public Education Officer will be promoted to Captain in Prevention at the rate of 119% with the following qualifications:

NFPA 1035 Public Fire & Life Safety Educator 2  
NFPA 1035 Public Information Officer

## **ARTICLE 12**

### **12.01**

## **PROMOTIONAL SYSTEM**

The classifications of firefighters are established as follows:

- a) Probationer
- b) 4<sup>th</sup> Class Firefighter
- c) 3<sup>rd</sup> Class Firefighter
- d) 2<sup>nd</sup> Class Firefighter
- e) 1<sup>st</sup> 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 <sup>th</sup> Class | 1 Year |
| c) 3 <sup>rd</sup> Class | 1 Year |
| d) 2 <sup>nd</sup> 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, they 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, they shall be re-examined only in those subjects, in which they 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 1<sup>st</sup> 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 1<sup>st</sup> 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, a qualified Platoon Chief shall be 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. Qualified Platoon Chiefs that are within a year of promotion will be assigned to Station #1.

ii. In the absence of a Platoon Chief and the squads senior qualified Platoon Chief, the next senior qualified Platoon Chief will be given the opportunity to assume the duties of Platoon Chief.

iii 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.

### **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. Senior Acting Officers at the station will assume duties in the event of an absence following assignments being posted for each 24 hour shift.

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. 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. Preference will be given to senior employees with NFPA 1031.

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. Employees may refuse a fire prevention course once. Upon the second refusal the employee's name will be removed from the Fire Prevention List.

e) Each year the Corporation agrees to apply and submit at least two (2) fire suppression employee names to the Ontario Fire College for all NFPA 1031 Level 1 courses offered up to a maximum of six (6) employees. The names submitted will be taken from the established Fire Prevention List. Once six (6) fire suppression employees from the established Fire Prevention List have achieved NFPA 1031 Level 1 Certification, the Corporation agrees to apply and submit at least two (2) of those employees for additional courses outlined in article 11.05 each year.

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 employees and/or courses.

g) All employees will be given a one (1) year window, from the signing of the 2020 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.

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

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

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

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

**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. For shift employees, a day shall equal twelve (12) hours. 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. For shift employees, a day shall equal twelve (12) hours.

**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:

**Day Employees:**

- up to four (4) consecutive days: Spouse, Parent, Child
- up to three (3) consecutive days: Sibling, Father/Mother In Law, Son/Daughter In Law.
- up to one (1) day: Brother/Sister In Law, Grandchild, Grandparent of Employee or Spouse, or any other Dependent Relative living with Employee

**Shift Employees:**

- 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

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. Effective November 27, 2019, the Employer will top up the difference between Employment Insurance benefits and 75% of the employee's salary for a period of 15 weeks for pregnancy leave and 10 weeks for parental leave. Top-up is to be granted without regard to any election the employee may make to lengthen the duration of the leave and to thereby receive a lower amount of Employment Insurance.

**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 their 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 their 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 job shirt
- 1 revised department issued ball cap
- 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.

**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 31<sup>st</sup> 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.

**16.05** Any verbal or written disciplinary action, which will have been placed on the personnel file of an employee shall be removed after a period of two (2) years from the effective date of the disciplinary action.

## **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 their 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 employee 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.

**17.04** Each station will be under the command of a Captain.

## **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 seven (7) business days.

**18.03 STEP 2** Within seven (7) business days of the Chief or Deputy Chief's decision, the Executive Committee may decide to proceed further, and may have the grievor accompany three members of the Executive Committee to present the grievance to the General Manager of Corporate Services 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 seven (7) business day period. After considering the written grievance the decision shall be provided in writing within seven (7) business days.

**18.04 STEP 3** Within seven (7) business days of the General Manager of Corporate Service's or designates' decision, if the Executive Committee is not satisfied, the grievance shall be submitted to the Chief Administrative Officer (CAO) in writing and signed by the Executive Committee. The CAO shall consider the grievance within seven (7) days and shall give their decision in writing to the Executive Committee within seven (7) business days of the meeting with the Executive Committee, who may be accompanied by the grieved employee. The CAO may be accompanied by any City staff required.

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

**18.06** Group Grievance

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** Policy Grievance

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 their 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 their work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by them 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 1<sup>st</sup>, 2020 and shall continue in effect until December 31, 2023, 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 31<sup>st</sup> day of December 2023 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 30 day of NOVEMBER, 2020.

**WITNESSED BY:**

The Sarnia Professional Firefighters'  
Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

The Corporation City of Sarnia

  
\_\_\_\_\_  
Fire Chief

  
\_\_\_\_\_  
General Manager, Corporate  
Services

  
\_\_\_\_\_  
Labour Relations Advisor

**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 1<sup>st</sup> 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 1<sup>st</sup>. 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



11/30/2020

(date)

For the Corporation



11/30/2020

(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. 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, will be paid out vacation dates not taken due to their absence upon return at the discretion of the Chief or designate.

If the Chief does not exercise their right to pay out vacation as outlined in #1 above, the following process shall apply:

**Non-prime vacation**

2. 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.
3. 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**

4. 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.

For the Association

For the Corporation



11/30/2020  
(date)



11/30/2020  
(date)

**LETTER OF UNDERSTANDING***between*

The Corporation of the City of Sarnia

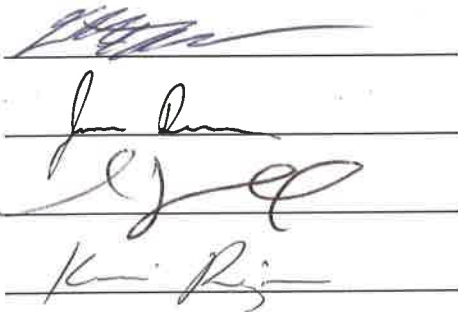
*and*

The Sarnia Professional Fire Fighters Association

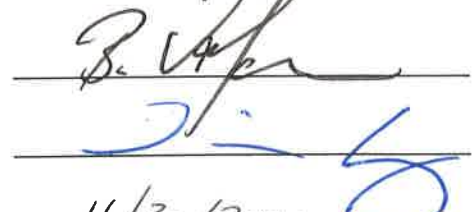
**RE: Return to Work/Wellness Committee**

The parties agree to establishing a Return to Work & Wellness Committee comprised of representatives from the Association and Management. The committee will explore Health, Wellness and Productivity programs and initiatives, along with reviewing employees requiring accommodation from medical leaves. Each party will be represented on the Committee by three (3) members and either party may invite one or more persons to provide expertise and advice on specific items. Meetings shall be held once every three (3) months or as required. Notification of agenda items shall be provided at least five (5) days in advance of the meeting. And, the Employer will maintain and circulate Minutes from each meeting.

For the Association

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
11/30/2020  
(date)

For the Corporation

  
\_\_\_\_\_  
\_\_\_\_\_  
11/30/2020  
(date)