

COLLECTIVE AGREEMENT

- between -

The Corporation of the City of Sarnia



- and -

The Sarnia Professional Firefighters' Association



January 1, 2024 – December 31, 2027

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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) and the Emergency Vehicle Technician.
- 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 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 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' first two pays each month. 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 Employees will be given electronic access to the Collective Agreement. Where access to the Agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the Agreement upon request once during the life of the current Collective Agreement.

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 training. All reasonable efforts will be taken to ensure that the impact on employees of the bargaining unit is minimized. Agreement of the employee will not be unreasonably withheld.

7.02

- a) 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.
- b) Notwithstanding Article 7.02, it is agreed that an Emergency Vehicle Technician will work five (5) days per week, eight (8) hours per day. Subject to the Employer's determination to alter the schedule to meet operational efficiencies

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, with the exception of Shift Training Maintenance. 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.

Shift Training Maintenance will have two (2) hourly rates for the purpose of overtime compensation:

1. Based on 1/2184 of the employee's yearly salary while performing the duties of Shift Training Maintenance.
2. Based on 1/2184 of their first-class firefighter's salary while performing the duties of a firefighter.

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 an existing qualified employee 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 three (3) hours at a rate of time and one-half (1½).

7.06 Qualified employees in the Fire Prevention Branch are required to be on-call for the purposes of origin and cause investigations that extend beyond normal working hours. Such employees will receive on-call pay at 0.2% of the base rate of Captain in Fire Prevention per week scheduled to be on call.

- a) The on-call schedule shall be established on a weekly rotational basis. The final approval of the schedule and any subsequent changes shall be approved by the Fire Chief.
- b) Employees on call shall be available to report to the workplace immediately when called in.
- c) Employees shall not be required to conduct on-call responsibilities while on approved vacation.
- d) Should the employee be required to return to the workplace, payment will be in accordance with Article 7:05.

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 Employer'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 or wage premiums being paid. The attendees to meetings on their day off will be compensated at a rate of 1.5 times hours

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:

	MON	TUE	WED	THU	FRI	SAT	SUN
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.

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) 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
- b) An employee who is absent from duty for more than thirty (30) days due to a maternity or parental leave shall have their vacation entitlement pro-rated by the number of months actually worked in the previous calendar year. The first thirty (30) days of leave will not be subject to proration. Any statutory or declared holidays that fall during the period of leave will be deducted from the employee's entitlement.

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
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

9.02 The thirteen (13) statutory and declared holidays named in Article 9.01 shall be as additional vacation, with the exception of The National Day for Truth and Reconciliation, which will be paid out on the first regularly scheduled pay following the holiday.

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 (1½) 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 - \$600.00 maximum every two (2) calendar years per employee and per dependent. 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 two (2) calendar year vision allotment towards a one (1) time laser eye surgery treatment.
- 4) Chiropractic/Physiotherapy/Massage Therapy/Naturopath/Osteopath Services - \$1,800.00 maximum per calendar year per employee and per dependent(s) increasing to \$1,850.00 effective January 1, 2025, and to \$1,900.00 effective January 1, 2026. Nursing care of up to \$200 per day up to a maximum of ninety (90) days per calendar year. Psychologist/Social Worker/Psychotherapist/Family Therapist/Marriage Therapist visits of up to \$3,000.00 per calendar year. 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.
- 7) 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 Dependent Student Coverage. Overage Dependent Student Coverage shall also be provided for the Vision Care Plan. The Employer shall provide benefits at equal or greater to the benefits described in Green Shield "My Benefit Plan, Corporation of the City of Sarnia, Classification FireFighters, Billing Division 3, Revised Effective Date January 1, 2021".

10.03

- a) 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, one day will represent the scheduled number of regular hours.
- b) In the event that an employee is required to be quarantined (self-isolate) as the result of policy or direction of the Employer, the Government, the Public Health Unit, the local Medical Officer of Health, or the employee's treating physician the employee may utilize leave under this Article, provided they have sufficient sick leave credits.

10.04 Maximum severance pay equal to salary for one-half (½) the number of days or

one-half (1/2) 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 10.04 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 10.04(d) will be adjusted to reflect the changed hours.

10.05

- a) All employees 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.
- 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.

10.06

The Corporation agrees to provide employees with Dental Benefits equal or greater to the benefits described in Green Shield "My Benefit Plan, Corporation of the City of Sarnia, Classification Firefighters, Billing Division 3, Revised Effective Date January 1, 2021" 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 dependent children. The Plan shall also provide over-age dependent student coverage.

The Plan shall include an orthodontic rider on a 50/50 co-insurance basis. Orthodontic coverage with a lifetime maximum of \$3,500.00 for each dependent child. The Plan also includes major restorative and prosthodontic services equal or greater to the benefits described in Green Shield "My Benefit Plan, Corporation of the City of Sarnia, Classification Firefighters, Billing Division 3, Revised Effective Date January 1, 2021" 50/50 co-insurance, \$2,000.00 annually with 100% premiums paid by the Employer.

10.07

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.

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

- a) Employee must qualify for a pension as set out in the OMERS Act;
- b) Employee must have at least fifteen (15) years of service;
- c) Employee must remain a resident of Ontario;
- d) 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.

10.09 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.

10.10 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.

10.11 Group Life dependency benefits will be \$15,000.00 spouse and \$15,000.00 per dependent child.

10.12 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 pro-rated on a calendar year basis in the first and final years of entitlement.

- 10.13** The Corporation agrees to make the health and dental plans available in accordance with articles 10.02 and 10.06 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 Employer'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
- 10.14** The Employer will reimburse the cost associated with an employee obtaining a Medical Report for the purpose of maintaining a Class DZ Licence up to \$150.00.

Article 11 – Salaries

- 11.01** See Appendix 1
- 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 ten (10) 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.

11.05 Fire Prevention Division (Fire Prevention Bureau)

Effective January 1, 2021, the following pay grid will be recognized for 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. 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))
General Legal/Process
- ii) 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

11.06 Training Division

- i) 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
- ii) Shift Training Maintenance
NFPA 1521 Incident Safety Officer
NFPA 1041 Fire Instructor 2

11.07 Emergency Vehicle Technician

Advancement through the increments within the rank will range from probationer to 1st class Emergency Vehicle Technician, and will be subject to attaining qualifications to realize annual increments.

Rank	% of 1st class rate	Minimum qualifications
Emergency Vehicle Technician (Probationer) up to 12 months	70%	<ul style="list-style-type: none">• 310T Certification• 310S Certification• Valid DZ License
Emergency Vehicle Technician Third Class	80%	<ul style="list-style-type: none">• F-1 Inspection, Maintenance & Testing of Fire Apparatus• F-2 Design & Performance of Fire Apparatus
Emergency Vehicle Technician Second Class	90%	<ul style="list-style-type: none">• F-3 Fire Pumps & Accessories• F-4 Electrical Systems
Emergency Vehicle Technician First Class	100%	<ul style="list-style-type: none">• F-5 Aerial Fire Apparatus• F-6 Allison Automatic Transmissions Successful completion of all required Emergency Vehicle Technician certifications and in possession of an Emergency Vehicle Technician Master Level III Certification

Upon completion of Master Level III Certification, Maintenance of the certification will be required and is subject to the EVT Certification Commission standard.

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) 4th Class 1 year
- c) 3rd Class 1 year
- d) 2nd 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** To upgrade classification, eligible Firefighters covered under Article 12.04 will be required to successfully complete the firefighter written examination and skills testing that corresponds with their classifications at least thirty (30) calendar days prior to their anniversary date. Upon successful completion of firefighter written examination and skills testing, firefighters will be issued the ensuing classification skills testing materials. Firefighters will sign for the issued materials and be responsible for them until they are submitted for evaluation.
- 12.06** Candidates wishing to qualify for promotion must signify their intentions in writing to the Fire Chief or designate on or before December 31. Candidates will be notified when courses are made available.
- 12.07** Qualifications for promotion will be based on the process 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 agreed upon established criteria of qualifications for promotion shall be appended to this agreement as Appendix 2.
- 12.08** All employees who have qualified for an officer's position shall be given equal opportunity for officer development where reasonable.
- 12.09** The Employer in consultation with the Association will establish three (3) Promotional Lists.
1. Qualified Captains
 2. Qualified Platoon Chiefs
 3. Fire Prevention
- All qualifying lists will be reviewed annually for correctness.
- 12.10** Upon ten (10) years of uninterrupted service employees have a two (2) year eligibility window to notify the Chief of their intention to assume their position, by seniority, on the Promotional List as a qualified Captain. Employees failing to qualify as a Captain during their qualification process will have their seniority adjusted in accordance with article 12.14.
- 12.11** Upon three (3) years of uninterrupted service as a confirmed Captain employees will have a two (2) year eligibility window to notify the Chief of their intention to assume their position, by seniority, on the Promotional List as a qualified Platoon Chief. Employees failing to qualify as a Platoon Chief during their two qualification process will have their seniority adjusted in accordance with article 12.14.
- 12.12** A confirmed officer shall not be bumped.
- 12.13** For the purpose of promotions, seniority will be based on uninterrupted service within the bargaining unit. The order the names appear on the Promotional List will dictate the sequential order for promotion to the next rank.
- 12.14** 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.

12.15 Only those employees who are on the respective Promotion List shall be allowed to act in the corresponding rank.

12.16 A promoted employee shall have a six (6) month probationary period to show proficiency.

12.17 If during the six (6) month probationary period there is just and sufficient cause to deem the employee unsuitable for that officer position and providing the employee is given the written reason(s), the employee shall be returned to the rank held prior to the promotion. To maintain their status on the Promotion List the employee will be required to demonstrate proficiency in the following year.

12.18 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) All Platoon Chief vacancies will be filled in order of seniority by qualified Platoon Chiefs who are assigned to that platoon and working their regular shift. The four (4) most senior qualified Platoon Chiefs ('Senior Captain') will be assigned to different squads. The Senior Captain on each squad will be assigned to Station #1.
- ii) Qualified Platoon Chiefs with seniority rankings five (5) through eight (8) will be assigned to different squads and fill-in as Platoon Chief as per 12.18 (a)(i).
- iii) For the purpose of evenly distributing the four (4) Senior Captains and the qualified Platoon Chiefs with seniority rankings five (5) through eight (8) the employee with the least seniority within this classification shall be moved to the unoccupied position.
- iv) Employees qualified for promotion are obligated to advance when an open position is available. Notwithstanding, a qualified employee may request to pass on 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.

b) Firefighters, qualified for the rank of Captain:

For clarification, a qualified Captain will mean a firefighter qualified to perform the duties of a Captain.

- i) All Captain vacancies will be filled in order of seniority by qualified Captains who are assigned to that platoon and working their regular shift. The four (4) most senior qualified Captains will be assigned to different squads.
- ii) Qualified Captains with seniority rankings five (5) through eight (8) will be assigned to different squads and fill-in as Captain as per 12.18 (b)(i).
- iii) For the purpose of evenly distributing the four (4) most senior qualified Captains and qualified Captains with seniority rankings five (5) through eight (8) the employee with the least seniority within this classification shall be moved to the unoccupied position.
- iv) Employees qualified for promotion are obligated to advance when an open position is available. Notwithstanding, a qualified employee may request to

pass on 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.

- v) Firefighters assigned the additional Shift Training Maintenance responsibilities will be ineligible to perform the duties of Acting Captain. They will remain in the suppression promotional system until they are eligible to enter the top eight (8) Qualified Captain spots. At that time, the Firefighter will be required to either;
 - 1. Vacate the Shift Training Maintenance assignment to continue into the top eight (8), or;
 - 2. Waive/forfeit their suppression promotion seniority and remain in the Shift Training Maintenance assignment.

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 employee's position on the promotion list being lowered.

d) Lateral Transfers

Regarding 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.

12.19 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 the Fire Prevention Division.
- b) All future vacancies in the Fire Prevention Division will be filled from the established Fire Prevention List, based on seniority.
- 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 does not restrict an employee from choosing to attend courses 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. The names submitted will be taken from the established Fire Prevention List. Upon cancellation by an employee or the failure to successfully complete a course after the registration has been completed the employee is charged one (1) refusal toward the 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 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, upon hire, employees shall have their name entered onto the bottom of the Fire Prevention List by order of seniority.
- h) Confirmed Captains will enter the Prevention division at the Captain's salary.
- i) Employees electing to return to the Suppression Division may do so at the salary level prior to entering the Fire Prevention Division.

12.20 Appointment by Fire Chief

- a) The positions of Public Education Officer, Training Safety Officer, Shift Training Maintenance, and Emergency Vehicle Technician shall be by appointment by the Fire Chief.
- b) Appointment to the positions of Public Education Officer, Training Safety Officer, and Shift Training Maintenance shall be subject to the following criteria:
 - i) Candidates must have seven (7) years of uninterrupted service in the bargaining unit
 - ii) Appointment will be based on an assessment of the candidate's education, training, past performance, experience, skills, and ability.
 - iii) The Association will have a non-voting observer during the interviews.

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 (including common-law partner), Parent, Child.
- up to three (3) consecutive days: Sibling, Mother/Father-in-law, Son/Daughter-in-law.
- up to one (1) day: Brother/Sister-in-law, Grandchild, Grandparent of Employee or Spouse, Aunt/Uncle, or other dependent relatives living with employee.

Shift Employees:

- up to two (2) 24 Hour Shifts: Spouse (including common-law partner), 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, Aunt/Uncle or any other dependent relative living with Employee

When requested and approved by the Fire Chief bereavement leave may be taken in two (2) periods. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

In special circumstances, the Chief or Deputy Chief, may grant additional time.

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. 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 A leave of absence without pay, of up to one year, shall be granted to employees to serve in the Canadian Armed Forces during hostilities, peacekeeping missions, training exercises, or during a time of war as declared by the Government of Canada. Seniority will accumulate, and benefits will be maintained during such leave.

13.07 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 (OMERS) and shall also be entitled to OMERS 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 OMERS Act it will be amended immediately to reflect any changes to the OMERS 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 department issued ball cap
- 4 pairs of black socks

- 1 nylon mesh belt with insignia
- 1 pair of C.S.A approved black leather safety shoes or boots for station wear, not to exceed \$300.00.

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, layoff 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

- a) 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.
- b) The Employer reserves the right to contract the work of the Emergency Vehicle Technician outside of the Association in the event of vacation, illness, injury or other leave of absence.

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 layoff for a period of two (2) years from the date of layoff. All employees laid off shall be eligible for recall up to two (2) years from the date of layoff 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 employee 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 1st, 2024 and shall continue in effect until December 31, 2027, 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 2027 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 22nd day of April, 2024.

WITNESSED BY:

The Sarnia Professional Firefighters' Association



Matt Madere, President



Brian Secord, Vice-President



Kevin Ringrose, Secretary



Jason Carnahan, Treasurer

The Corporation of the City of Sarnia



Jeff Weber, Fire Chief



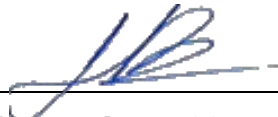
David Stockdale, GM, Corporate Services



Ken Dwinnell, Deputy Fire Chief



Dale Gartshore, Deputy Fire Chief



Tammy Broer, Manager, HR



Tara Broad, Senior Labour Relations Advisor

Appendix 1 - Salary Schedule

SPFFA Schedule A - January 1, 2024 to December 31, 2027

<i>Negotiated Increases</i>			Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
Fire Suppression Division										
			Jan. 1, 2024 130%	July 1, 2024 130%	Jan. 1, 2025 130%	July 1, 2025 130%	Jan. 1, 2026 130%	July 1, 2026 130%	Jan. 1, 2027 130%	July 1, 2027 130%
Platoon Chief 23 years of service	130% + 9%	Annum	153,406.579	155,899.435	158,432.801	161,007.333	163,623.702	166,282.587	168,984.680	171,730.681
		Biweekly	5,900.244	5,996.172	6,093.528	6,192.564	6,293.196	6,395.508	6,499.416	6,605.004
		Hourly	70.241	71.383	72.542	73.721	74.919	76.137	77.374	78.631
Platoon Chief 17 years of service	130% + 6%	Annum	150,095.646	152,534.699	155,013.388	157,532.355	160,092.256	162,693.755	165,337.529	168,024.263
		Biweekly	5,772.900	5,866.728	5,962.068	6,058.920	6,157.368	6,257.412	6,359.136	6,462.456
		Hourly	68.725	69.842	70.977	72.130	73.302	74.493	75.704	76.934
Platoon Chief 8 years of service	130% + 3%	Annum	146,784.712	149,169.963	151,593.975	154,057.376	156,560.809	159,104.922	161,690.377	164,317.846
		Biweekly	5,645.556	5,737.284	5,830.524	5,925.276	6,021.540	6,119.400	6,218.856	6,319.908
		Hourly	67.209	68.301	69.411	70.539	71.685	72.850	74.034	75.237
Platoon Chief	130% of 1st Class FF	Annum	143,473.779	145,805.227	148,174.562	150,582.398	153,029.362	155,516.089	158,043.226	160,611.428
		Biweekly	5,518.212	5,607.924	5,698.980	5,791.632	5,885.712	5,981.388	6,078.576	6,177.360
		Hourly	65.693	66.761	67.845	68.948	70.068	71.207	72.364	73.540
			119%	119%	121%	121%	122%	122%	122%	122%
Senior Captain 23 years of service	119%, 121%, 122% +9%	Annum	141,266.490	143,562.070	148,174.562	150,582.398	154,206.511	156,712.366	159,258.943	161,846.900
		Biweekly	5,433.288	5,521.656	5,698.980	5,791.632	5,930.988	6,027.420	6,125.364	6,224.904
		Hourly	64.682	65.734	67.845	68.948	70.607	71.755	72.921	74.106
Senior Captain 17 years of service	119%, 121%, 122% +6%	Annum	137,955.557	140,197.334	144,755.149	147,107.420	150,675.065	153,123.534	155,611.792	158,140.482
		Biweekly	5,305.944	5,392.212	5,567.520	5,657.988	5,795.160	5,889.408	5,985.084	6,082.356
		Hourly	63.166	64.193	66.280	67.357	68.990	70.112	71.251	72.409
Senior Captain 8 years of service	119%, 121%, 122% +3%	Annum	134,644.623	136,832.598	141,335.736	143,632.441	147,143.618	149,534.701	151,964.640	154,434.065
		Biweekly	5,178.600	5,262.768	5,435.976	5,524.344	5,659.332	5,751.312	5,844.804	5,939.808
		Hourly	61.650	62.652	64.714	65.766	67.373	68.468	69.581	70.712
Senior Captain	119%, 121%, 122% of 1st Class FF	Annum	131,333.690	133,467.862	137,916.323	140,157.463	143,612.171	145,945.868	148,317.489	150,727.647
		Biweekly	5,051.256	5,133.408	5,304.432	5,390.700	5,523.504	5,613.300	5,704.524	5,797.176
		Hourly	60.134	61.112	63.148	64.175	65.756	66.825	67.911	69.014
			119%	119%	120%	120%	120%	120%	120%	120%
Captain 23 years of service	119%, 120% +9%	Annum	141,266.490	143,562.070	147,034.757	149,424.072	151,852.213	154,319.811	156,827.508	159,375.955
		Biweekly	5,433.288	5,521.656	5,655.216	5,747.112	5,840.436	5,935.356	6,031.788	6,129.816
		Hourly	64.682	65.734	67.324	68.418	69.529	70.659	71.807	72.974
Captain 17 years of service	119%, 120% +6%	Annum	137,955.557	140,197.334	143,615.344	145,949.094	148,320.767	150,730.979	153,180.357	155,669.537
		Biweekly	5,305.944	5,392.212	5,523.672	5,613.468	5,704.608	5,797.344	5,891.592	5,987.268
		Hourly	63.166	64.193	65.758	66.827	67.912	69.016	70.138	71.277
Captain 8 years of service	119%, 120% +3%	Annum	134,644.623	136,832.598	140,195.931	142,474.115	144,789.320	147,142.146	149,533.205	151,963.120
		Biweekly	5,178.600	5,262.768	5,392.128	5,479.740	5,568.780	5,659.332	5,751.312	5,844.720
		Hourly	61.650	62.652	64.192	65.235	66.295	67.373	68.468	69.580
Captain	119%, 120% of 1st Class FF	Annum	131,333.690	133,467.862	136,776.518	138,999.137	141,257.873	143,553.313	145,886.054	148,256.702
		Biweekly	5,051.256	5,133.408	5,260.668	5,346.096	5,433.036	5,521.320	5,611.032	5,702.172
		Hourly	60.134	61.112	62.627	63.644	64.679	65.730	66.798	67.883

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Fire Suppression Division Cont'd

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
First Class Firefighter 23 years of service	109%	Annum	120,297.245	122,252.075	124,238.671	126,257.549	128,309.234	130,394.259	132,513.166	134,666.505
		Biweekly	4,626.804	4,701.984	4,778.424	4,856.040	4,935.000	5,015.136	5,096.700	5,179.440
		Hourly	55.081	55.976	56.886	57.810	58.750	59.704	60.675	61.660
First Class Firefighter 17 years of service	106%	Annum	116,986.312	118,887.339	120,819.258	122,782.571	124,777.788	126,805.427	128,866.015	130,960.087
		Biweekly	4,499.460	4,572.624	4,646.880	4,722.396	4,799.172	4,877.124	4,956.420	5,036.892
		Hourly	53.565	54.436	55.320	56.219	57.133	58.061	59.005	59.963
First Class Firefighter 8 years of service	103%	Annum	113,675.378	115,522.603	117,399.845	119,307.592	121,246.341	123,216.594	125,218.863	127,253.670
		Biweekly	4,372.116	4,443.180	4,515.420	4,588.752	4,663.344	4,739.112	4,816.140	4,894.344
		Hourly	52.049	52.895	53.755	54.628	55.516	56.418	57.335	58.266
First Class Firefighter		Annum	110,364.445	112,157.867	113,980.432	115,832.614	117,714.894	119,627.761	121,571.712	123,547.252
		Biweekly	4,244.772	4,313.736	4,383.876	4,455.108	4,527.516	4,601.100	4,675.860	4,751.796
		Hourly	50.533	51.354	52.189	53.037	53.899	54.775	55.665	56.569

Second Class Firefighter	90% of 1st Class FF	Annum	99,328.001	100,942.080	102,582.389	104,249.353	105,943.405	107,664.985	109,414.541	111,192.527
		Biweekly	3,820.320	3,882.396	3,945.480	4,009.572	4,074.756	4,140.948	4,208.232	4,276.608
		Hourly	45.480	46.219	46.970	47.733	48.509	49.297	50.098	50.912
Third Class Firefighter	80% of 1st Class FF	Annum	88,291.556	89,726.294	91,184.346	92,666.091	94,171.915	95,702.209	97,257.370	98,837.802
		Biweekly	3,395.868	3,450.972	3,507.084	3,564.120	3,621.996	3,680.880	3,740.688	3,801.420
		Hourly	40.427	41.083	41.751	42.430	43.119	43.820	44.532	45.255
Fourth Class Firefighter	70% of 1st Class FF	Annum	77,255.112	78,510.507	79,786.302	81,082.830	82,400.426	83,739.433	85,100.198	86,483.076
		Biweekly	2,971.332	3,019.632	3,068.688	3,118.584	3,169.236	3,220.728	3,273.060	3,326.232
		Hourly	35.373	35.948	36.532	37.126	37.729	38.342	38.965	39.598
Probationer	60% of 1st Class FF	Annum	66,218.667	67,294.720	68,388.259	69,499.568	70,628.936	71,776.657	72,943.027	74,128.351
		Biweekly	2,546.880	2,588.292	2,630.292	2,673.048	2,716.476	2,760.660	2,805.516	2,851.128
		Hourly	30.320	30.813	31.313	31.822	32.339	32.865	33.399	33.942

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Public Education and Fire Prevention Division

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Public Education Officer 23 years of service	115% + 9%	Annum	136,851.912	139,075.755	141,335.736	143,632.441	145,966.468	148,338.423	150,748.923	153,198.593
		Biweekly	5,263.520	5,349.040	5,436.000	5,524.320	5,614.080	5,705.360	5,798.000	5,892.240
		Hourly	65.794	66.863	67.950	69.054	70.176	71.317	72.475	73.653
Public Education Officer 17 years of service	115% + 6%	Annum	133,540.979	135,711.019	137,916.323	140,157.463	142,435.022	144,749.591	147,101.772	149,492.175
		Biweekly	5,136.160	5,219.680	5,304.480	5,390.640	5,478.240	5,567.280	5,657.760	5,749.680
		Hourly	64.202	65.246	66.306	67.383	68.478	69.591	70.722	71.871
Public Education Officer 8 years of service	115% + 3%	Annum	130,230.045	132,346.283	134,496.910	136,682.484	138,903.575	141,160.758	143,454.620	145,785.758
		Biweekly	5,008.880	5,090.240	5,172.960	5,257.040	5,342.480	5,429.280	5,517.520	5,607.120
		Hourly	62.611	63.628	64.662	65.713	66.781	67.866	68.969	70.089
Public Education Officer	115% of 1st Class FF	Annum	126,919.112	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.469	142,079.340
		Biweekly	4,881.520	4,960.800	5,041.440	5,123.360	5,206.640	5,291.200	5,377.200	5,464.560
		Hourly	61.019	62.010	63.018	64.042	65.083	66.140	67.215	68.307

Captain in Fire Prevention 23 years of service	119%, 120% +9%	Annum	141,266.490	143,562.070	147,034.757	149,424.072	151,852.213	154,319.811	156,827.508	159,375.955
		Biweekly	5,433.360	5,521.600	5,655.200	5,747.040	5,840.480	5,935.360	6,031.840	6,129.840
		Hourly	67.917	69.020	70.690	71.838	73.006	74.192	75.398	76.623
Captain in Fire Prevention 17 years of service	119%, 120% +6%	Annum	137,955.557	140,197.334	143,615.344	145,949.094	148,320.767	150,730.979	153,180.357	155,669.537
		Biweekly	5,306.000	5,392.240	5,523.680	5,613.440	5,704.640	5,797.360	5,891.520	5,987.280
		Hourly	66.325	67.403	69.046	70.168	71.308	72.467	73.644	74.841
Captain in Fire Prevention 8 years of service	119%, 120% +3%	Annum	134,644.623	136,832.598	140,195.931	142,474.115	144,789.320	147,142.146	149,533.205	151,963.120
		Biweekly	5,178.640	5,262.800	5,392.160	5,479.760	5,568.800	5,659.280	5,751.280	5,844.720
		Hourly	64.733	65.785	67.402	68.497	69.610	70.741	71.891	73.059
Captain in Fire Prevention	119%, 120% of 1st Class FF	Annum	131,333.690	133,467.862	136,776.518	138,999.137	141,257.873	143,553.313	145,886.054	148,256.702
		Biweekly	5,051.280	5,133.360	5,260.640	5,346.160	5,432.960	5,521.280	5,611.040	5,702.160
		Hourly	63.141	64.167	65.758	66.827	67.912	69.016	70.138	71.277

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Public Education and Fire Prevention Division Cont'd

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Fire Prevention Officer 1 Accreditation 23 years of service	117% + 9%	Annum	139,059.201	141,318.912	143,615.344	145,949.093	148,320.766	150,730.978	153,180.357	155,669.538
		Biweekly	5,348.400	5,435.360	5,523.680	5,613.440	5,704.640	5,797.360	5,891.520	5,987.280
		Hourly	66.855	67.942	69.046	70.168	71.308	72.467	73.644	74.841
Fire Prevention Officer 1 Accreditation 17 years of service	117% + 6%	Annum	135,748.268	137,954.176	140,195.931	142,474.115	144,789.320	147,142.146	149,533.206	151,963.120
		Biweekly	5,221.120	5,305.920	5,392.160	5,479.760	5,568.800	5,659.280	5,751.280	5,844.720
		Hourly	65.264	66.324	67.402	68.497	69.610	70.741	71.891	73.059
Fire Prevention Officer 1 Accreditation 8 years of service	117% + 3%	Annum	132,437.334	134,589.440	136,776.518	138,999.136	141,257.873	143,553.313	145,886.054	148,256.703
		Biweekly	5,093.760	5,176.480	5,260.640	5,346.160	5,432.960	5,521.280	5,611.040	5,702.160
		Hourly	63.672	64.706	65.758	66.827	67.912	69.016	70.138	71.277
Fire Prevention Officer 1 Accreditation	117% (115% +2%) of 1st Class FF	Annum	129,126.401	131,224.704	133,357.105	135,524.158	137,726.426	139,964.480	142,238.903	144,550.285
		Biweekly	4,966.400	5,047.120	5,129.120	5,212.480	5,297.200	5,383.280	5,470.720	5,559.600
		Hourly	62.080	63.089	64.114	65.156	66.215	67.291	68.384	69.495

Fire Prevention Officer 23 years of service	115% + 9%	Annum	136,851.912	139,075.755	141,335.736	143,632.441	145,966.468	148,338.423	150,748.923	153,198.593
		Biweekly	5,263.520	5,349.040	5,436.000	5,524.320	5,614.080	5,705.360	5,798.000	5,892.240
		Hourly	65.794	66.863	67.950	69.054	70.176	71.317	72.475	73.653
Fire Prevention Officer 17 years of service	115% + 6%	Annum	133,540.979	135,711.019	137,916.323	140,157.463	142,435.022	144,749.591	147,101.772	149,492.175
		Biweekly	5,136.160	5,219.680	5,304.480	5,390.640	5,478.240	5,567.280	5,657.760	5,749.680
		Hourly	64.202	65.246	66.306	67.383	68.478	69.591	70.722	71.871
Fire Prevention Officer 8 years of service	115% + 3%	Annum	130,230.045	132,346.283	134,496.910	136,682.484	138,903.575	141,160.758	143,454.620	145,785.758
		Biweekly	5,008.880	5,090.240	5,172.960	5,257.040	5,342.480	5,429.280	5,517.520	5,607.120
		Hourly	62.611	63.628	64.662	65.713	66.781	67.866	68.969	70.089
Fire Prevention Officer	115% of 1st Class FF	Annum	126,919.112	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.469	142,079.340
		Biweekly	4,881.520	4,960.800	5,041.440	5,123.360	5,206.640	5,291.200	5,377.200	5,464.560
		Hourly	61.019	62.010	63.018	64.042	65.083	66.140	67.215	68.307

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Public Education and Fire Prevention Division Cont'd

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Fire Inspector - 2nd year 23 years of service	112% + 9%	Annum	133,540.978	135,711.019	137,916.323	140,157.463	142,435.021	144,749.590	147,101.771	149,492.175
		Biweekly	5,136.160	5,219.680	5,304.480	5,390.640	5,478.240	5,567.280	5,657.760	5,749.680
		Hourly	64.202	65.246	66.306	67.383	68.478	69.591	70.722	71.871
Fire Inspector - 2nd year 17 years of service	112% + 6%	Annum	130,230.045	132,346.283	134,496.910	136,682.485	138,903.575	141,160.758	143,454.620	145,785.757
		Biweekly	5,008.880	5,090.240	5,172.960	5,257.040	5,342.480	5,429.280	5,517.520	5,607.120
		Hourly	62.611	63.628	64.662	65.713	66.781	67.866	68.969	70.089
Fire Inspector - 2nd year 8 years of service	112% + 3%	Annum	126,919.111	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.468	142,079.340
		Biweekly	4,881.520	4,960.800	5,041.440	5,123.360	5,206.640	5,291.200	5,377.200	5,464.560
		Hourly	61.019	62.010	63.018	64.042	65.083	66.140	67.215	68.307
Fire Inspector - 2nd year of 1st Class FF	112%	Annum	123,608.178	125,616.811	127,658.084	129,732.528	131,840.681	133,983.092	136,160.317	138,372.922
		Biweekly	4,754.160	4,831.440	4,909.920	4,989.680	5,070.800	5,153.200	5,236.960	5,322.000
		Hourly	59.427	60.393	61.374	62.371	63.385	64.415	65.462	66.525

Fire Inspector - 1st year 23 years of service	109% + 9%	Annum	130,230.045	132,346.283	134,496.910	136,682.484	138,903.574	141,160.757	143,454.620	145,785.758
		Biweekly	5,008.880	5,090.240	5,172.960	5,257.040	5,342.480	5,429.280	5,517.520	5,607.120
		Hourly	62.611	63.628	64.662	65.713	66.781	67.866	68.969	70.089
Fire Inspector - 1st year 17 years of service	109% + 6%	Annum	126,919.112	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.469	142,079.340
		Biweekly	4,881.520	4,960.800	5,041.440	5,123.360	5,206.640	5,291.200	5,377.200	5,464.560
		Hourly	61.019	62.010	63.018	64.042	65.083	66.140	67.215	68.307
Fire Inspector - 1st year 8 years of service	109% + 3%	Annum	123,608.178	125,616.811	127,658.084	129,732.527	131,840.681	133,983.092	136,160.317	138,372.923
		Biweekly	4,754.160	4,831.440	4,909.920	4,989.680	5,070.800	5,153.200	5,236.960	5,322.000
		Hourly	59.427	60.393	61.374	62.371	63.385	64.415	65.462	66.525
Fire Inspector - 1st year of 1st Class FF	109%	Annum	120,297.245	122,252.075	124,238.671	126,257.549	128,309.234	130,394.259	132,513.166	134,666.505
		Biweekly	4,626.800	4,702.000	4,778.400	4,856.080	4,934.960	5,015.200	5,096.640	5,179.520
		Hourly	57.835	58.775	59.730	60.701	61.687	62.690	63.708	64.744

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Training Division

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Captain in Training 23 years of service	119% + 9%	Annum	141,266.490	143,562.070	145,894.953	148,265.746	150,675.064	153,123.534	155,611.791	158,140.483
		Biweekly	5,433.360	5,521.600	5,611.360	5,702.560	5,795.200	5,889.360	5,985.040	6,082.320
		Hourly	67.917	69.020	70.142	71.282	72.440	73.617	74.813	76.029
Captain in Training 17 years of service	119% + 6%	Annum	137,955.557	140,197.334	142,475.540	144,790.768	147,143.618	149,534.702	151,964.640	154,434.065
		Biweekly	5,306.000	5,392.240	5,479.840	5,568.880	5,659.360	5,751.360	5,844.800	5,939.760
		Hourly	66.325	67.403	68.498	69.611	70.742	71.892	73.060	74.247
Captain in Training 8 years of service	119% + 3%	Annum	134,644.623	136,832.598	139,056.127	141,315.789	143,612.171	145,945.869	148,317.488	150,727.648
		Biweekly	5,178.640	5,262.800	5,348.320	5,435.200	5,523.520	5,613.280	5,704.480	5,797.200
		Hourly	64.733	65.785	66.854	67.940	69.044	70.166	71.306	72.465
Captain in Training	119% (115% +2% +2%) of 1st Class FF	Annum	131,333.690	133,467.862	135,636.714	137,840.811	140,080.724	142,357.036	144,670.337	147,021.230
		Biweekly	5,051.280	5,133.360	5,216.800	5,301.600	5,387.760	5,475.280	5,564.240	5,654.640
		Hourly	63.141	64.167	65.210	66.270	67.347	68.441	69.553	70.683

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Safety/Training Officer 23 years of service	115% + 9%	Annum	136,851.912	139,075.755	141,335.736	143,632.441	145,966.468	148,338.423	150,748.923	153,198.593
		Biweekly	5,263.520	5,349.040	5,436.000	5,524.320	5,614.080	5,705.360	5,798.000	5,892.240
		Hourly	65.794	66.863	67.950	69.054	70.176	71.317	72.475	73.653
Safety/Training Officer 17 years of service	115% + 6%	Annum	133,540.979	135,711.019	137,916.323	140,157.463	142,435.022	144,749.591	147,101.772	149,492.175
		Biweekly	5,136.160	5,219.680	5,304.480	5,390.640	5,478.240	5,567.280	5,657.760	5,749.680
		Hourly	64.202	65.246	66.306	67.383	68.478	69.591	70.722	71.871
Safety/Training Officer 8 years of service	115% + 3%	Annum	130,230.045	132,346.283	134,496.910	136,682.484	138,903.575	141,160.758	143,454.620	145,785.758
		Biweekly	5,008.880	5,090.240	5,172.960	5,257.040	5,342.480	5,429.280	5,517.520	5,607.120
		Hourly	62.611	63.628	64.662	65.713	66.781	67.866	68.969	70.089
Safety/Training Officer	115% of 1st Class FF	Annum	126,919.112	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.469	142,079.340
		Biweekly	4,881.520	4,960.800	5,041.440	5,123.360	5,206.640	5,291.200	5,377.200	5,464.560
		Hourly	61.019	62.010	63.018	64.042	65.083	66.140	67.215	68.307

			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
Shift Training Maintenance 23 years of service	115% + 9%	Annum	136,851.912	139,075.755	141,335.736	143,632.441	145,966.468	148,338.423	150,748.923	153,198.593
		Biweekly	5,263.524	5,349.036	5,435.976	5,524.344	5,614.056	5,705.364	5,798.016	5,892.264
		Hourly	62.661	63.679	64.714	65.766	66.834	67.921	69.024	70.146
Shift Training Maintenance 17 years of service	115% + 6%	Annum	133,540.979	135,711.019	137,916.323	140,157.463	142,435.022	144,749.591	147,101.772	149,492.175
		Biweekly	5,136.180	5,219.676	5,304.432	5,390.700	5,478.312	5,567.268	5,657.736	5,749.716
		Hourly	61.145	62.139	63.148	64.175	65.218	66.277	67.354	68.449
Shift Training Maintenance 8 years of service	115% + 3%	Annum	130,230.045	132,346.283	134,496.910	136,682.484	138,903.575	141,160.758	143,454.620	145,785.758
		Biweekly	5,008.836	5,090.232	5,172.972	5,257.040	5,342.484	5,429.256	5,517.456	5,607.168
		Hourly	59.629	60.598	61.583	62.584	63.601	64.634	65.684	66.752
Shift Training Maintenance	115% of 1st Class FF	Annum	126,919.112	128,981.547	131,077.497	133,207.506	135,372.128	137,571.925	139,807.469	142,079.340
		Biweekly	4,881.492	4,960.788	5,041.428	5,123.328	5,206.656	5,291.244	5,377.176	5,464.620
		Hourly	58.113	59.057	60.017	60.992	61.984	62.991	64.014	65.055

SPFFA Schedule A - January 1, 2024 to December 31, 2027

Negotiated Increases	Jan. 1, 2024 0.01625	July 1, 2024 0.01625	Jan. 1, 2025 0.01625	July 1, 2025 0.01625	Jan. 1, 2026 0.01625	July 1, 2026 0.01625	Jan. 1, 2027 0.01625	July 1, 2027 0.01625
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Emergency Vehicle Technician									
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			Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	July 1, 2027
EVT 1st Class 23 years of service	109%	Annum	120,297.245	122,252.075	124,238.671	126,257.549	128,309.234	130,394.259	132,513.166	134,666.505
		Biweekly	4,626.804	4,701.984	4,778.424	4,856.040	4,935.000	5,015.136	5,096.700	5,179.440
		Hourly	55.081	55.976	56.886	57.810	58.750	59.704	60.675	61.660
EVT 1st Class 17 years of service	106%	Annum	116,986.312	118,887.339	120,819.258	122,782.571	124,777.788	126,805.427	128,866.015	130,960.087
		Biweekly	4,499.460	4,572.624	4,646.880	4,722.396	4,799.172	4,877.124	4,956.420	5,036.892
		Hourly	53.565	54.436	55.320	56.219	57.133	58.061	59.005	59.963
EVT 1st Class 8 years of service	103%	Annum	113,675.378	115,522.603	117,399.845	119,307.592	121,246.341	123,216.594	125,218.863	127,253.670
		Biweekly	4,372.116	4,443.180	4,515.420	4,588.752	4,663.344	4,739.112	4,816.140	4,894.344
		Hourly	52.049	52.895	53.755	54.628	55.516	56.418	57.335	58.266
EVT 1st Class	100% of 1st Class FF	Annum	110,364.445	112,157.867	113,980.432	115,832.614	117,714.894	119,627.761	121,571.712	123,547.252
		Biweekly	4,244.800	4,313.760	4,383.840	4,455.120	4,527.520	4,601.040	4,675.840	4,751.840
		Hourly	53.060	53.922	54.798	55.689	56.594	57.513	58.448	59.398

EVT 2nd Class	90% of 1st Class FF	Annum	99,328.001	100,942.080	102,582.389	104,249.353	105,943.405	107,664.985	109,414.541	111,192.527
		Biweekly	3,820.320	3,882.396	3,945.480	4,009.572	4,074.756	4,140.948	4,208.232	4,276.608
		Hourly	45.480	46.219	46.970	47.733	48.509	49.297	50.098	50.912
EVT 3rd Class	80% of 1st Class FF	Annum	88,291.556	89,726.294	91,184.346	92,666.091	94,171.915	95,702.209	97,257.370	98,837.802
		Biweekly	3,395.868	3,450.972	3,507.084	3,564.120	3,621.996	3,680.880	3,740.688	3,801.420
		Hourly	40.427	41.083	41.751	42.430	43.119	43.820	44.532	45.255
EVT Probationer	70% of 1st Class FF	Annum	77,255.112	78,510.507	79,786.302	81,082.830	82,400.426	83,739.433	85,100.198	86,483.076
		Biweekly	2,971.332	3,019.632	3,068.688	3,118.584	3,169.236	3,220.728	3,273.060	3,326.232
		Hourly	35.373	35.948	36.532	37.126	37.729	38.342	38.965	39.598

Appendix 2 – Agreed Upon Criteria for Promotions to Captain and Platoon Chief

To qualify for promotional system as a Qualified Captain and Promotion to Captain

- NFPA 1021 – Officer Level I Certification (including grandfathered to same level by the OFM)
- NFPA 1041 – Instructor Level I Certification (including grandfathered to same level by the OFM)
- Completion of any online training components identified as mandatory for Captains and Qualified Captains

To qualify for promotional system as a Qualified Platoon Chief and Promotion to Platoon Chief

- NFPA 1021 – Officer Level II Certification (including grandfathered to same level by the OFM)
- Completion of any online training components identified as mandatory for Platoon Chiefs and Qualified Platoon Chiefs

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

For the Corporation



Matt Madere, President



Jeff Weber, Fire Chief



Kevin Ringrose, Secretary



David Stockdale, GM, Corporate Services

April 22, 2024

Date

April 22, 2024

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, may be paid out vacation dates not taken due to their absence upon return at the discretion of the Chief or designate. Accrued vacation time under this term will be reviewed in December and paid out prior to the end of that year.

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



Matt Madere, President



Kevin Ringrose, Secretary

April 22, 2024

Date

For the Corporation



Jeff Weber, Fire Chief



David Stockdale, GM, Corporate Services

April 22, 2024

Date

LETTER OF UNDERSTANDING

between

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

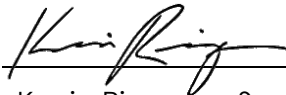
RE: Return to Work/Wellness Committee

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



Matt Madere, President

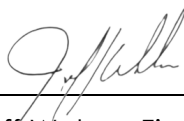


Kevin Ringrose, Secretary

April 22, 2024

Date

For the Corporation



Jeff Weber, Fire Chief



David Stockdale, GM, Corporate Services

April 22, 2024

Date

LETTER OF UNDERSTANDING

between

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

RE: Job Description Committee

In accordance with the amendments introducing Senior Captains to the Collective Agreement, the parties hereby agree to establish a joint committee tasked with consulting and drafting comprehensive job descriptions for various positions within Sarnia Fire Services.

Purpose: The committee's primary purpose is to develop accurate, fair, and consistent job descriptions, initially focusing on Senior Captains and subsequently addressing other positions within Sarnia Fire Services.

Committee Composition: The committee shall consist of representatives from both The Corporation of the City of Sarnia and The Sarnia Professional Fire Fighters Association. The specific number of representatives from each party and the selection process will be determined collaboratively.

Consultation Process: The committee will engage in a consultative process that includes seeking input from relevant stakeholders, including employees holding the positions for which job descriptions are being drafted. Opportunities for feedback will be provided to ensure a thorough and inclusive process.

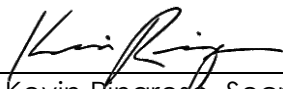
Chief's Review: Upon completion, the drafted job descriptions will be presented to the Chief for final review and approval. The Chief's role in the review process will be to ensure alignment with organizational needs and objectives.

Timeline: The working committee will be established promptly following the ratification of the Agreement, with the goal of completing the job descriptions for Senior Captains by the end of 2024. Specific milestones, such as the committee formation date and initial draft presentation date, will be determined and communicated promptly.

For the Association



Matt Madere, President



Kevin Ringrose, Secretary

April 22, 2024

Date

For the Corporation



Jeff Weber, Fire Chief



David Stockdale, GM, Corporate Services

April 22, 2024

Date

LETTER OF UNDERSTANDING

between

The Corporation of the City of Sarnia

and

The Sarnia Professional Fire Fighters Association

RE: Chief Fire Prevention Officer (CFPO)

The parties agree to create a new position of Chief Fire Prevention Officer. The position will be placed into the salary schedule at the rate of pay equivalent to that of Platoon Chief. The qualifications, duties and accountabilities of the position will be outlined in the attached job description, which may be amended by the Employer. It is agreed that this position will work five (5) days per week, eight (8) hours per day.

Employees with three (3) years' experience as a confirmed Captain in Fire Prevention are eligible to apply for a promotion to qualified CFPO, with selection based upon divisional seniority.

For the Association



Matt Madere, President



Kevin Ringrose, Secretary

April 22, 2024

Date

For the Corporation



Jeff Weber, Fire Chief



David Stockdale, GM, Corporate Services

April 22, 2024

Date



Sarnia Fire Rescue Services Chief Fire Prevention Officer Position Profile

Under the general direction of the Fire Chief, the Chief Fire Prevention Officer position is a senior administrative and technical position of a regulatory and supervisory nature in planning, promoting and directing the operation of the Fire Prevention Bureau of Sarnia Fire Rescue Services. Exercising considerable independence of judgment and action, the Chief Fire Prevention Officer is required to interpret complex regulations.

Key accountabilities of the role include:

- Plans and develops programs to ensure an adequate standard of fire safety; develops inspection techniques; recommends amendments to fire and life safety Bylaws, Acts and Regulations.
- Responsible for the planning, assigning and completing of inspections and surveys of premises, examination of building plans for compliance with applicable codes and standards, investigations to determine fire cause, assistance to other agencies in laying charges for criminal acts and for the preparation and delivery of public education lectures, seminars or demonstrations.
- Supervises and motivates assigned staff in enforcing the fire prevention bylaws of the municipality and applicable Provincial, Territorial or Federal Acts, Regulations or Codes.
- Responsible and accountable for knowing and working in accordance with the department's health and safety policies; and working in such a way as not to endanger himself/herself, fellow employees or the public.
- Participates in the investigation of fire fatalities and all significant fires. Maintains a record system for all inspected properties and investigations.
- Prepares reports, under the direction of the Fire Chief, to the municipality and its committees pertinent to the enforcement of fire safety regulations, including losses, causes, investigations and related data.
- Supervises and participates in arson investigations and assists in prosecution of fire safety violations.
- Liaises with other civic departments relative to fire protection and prevention.
- Advises architects, engineers and building owners to ensure compliance with the provisions of applicable Acts and Regulations for fire safety in new and existing buildings.



Sarnia Fire Rescue Services Chief Fire Prevention Officer Position Profile

Qualifications and Experience

- Completed all necessary components to be promoted to the position of Captain in the Fire Prevention Bureau including:
 - 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
 - NFPA 1033 Fire Investigator
 - OBOA "Fire Protection" Qualification (also known as Building Construction Identification Number (BCIN))
- NFPA 1021 Fire Officer III
- NFPA 1021 Fire Officer IV

- Extensive knowledge of fire prevention, inspection and investigation methods, procedures, Bylaws, Codes, Acts and related Regulations.
- Extensive knowledge of fire hazards, fire protection methods and firefighting techniques.
- Extensive knowledge of building construction, electrical codes, industrial processes and a recognition of the various fire hazard areas in the municipality.

Competencies

Strategic Thinking

- Identifies areas of improvement for potential amendments to fire and life safety Bylaws, Acts and Regulations.
- Provides quality judgment, advice and feedback based on analysis of comprehensive information related to fire prevention, education, and protection.
- Teaches and learns from others



Sarnia Fire Rescue Services Chief Fire Prevention Officer Position Profile

Engagement

- Maximizes opportunities through relationships and networks – work inter- and intra-departmentally to achieve organizational objectives to influence outcomes
- Mobilizes people and resources sharing information, demonstrating an understanding of and respect for stakeholders' views; communicates vision and divisional priorities with clarity and candour
- Works with others to achieve life safety and protection goals

Management Excellence

- Change management – ability to lead and advance changes necessary to enhance protective measures for life safety; adjusts plans in relation to priorities; adopts and incorporates changes due to amendments in bylaws, legislation or regulations in policies, procedures and rules; promotes and stimulates interest and cooperation in fire prevention activities through public speaking, demonstrations and other methods.
- Financial and Asset management – develops and monitors plans, fulfilling financial obligations
- People management - Ability to meet and deal effectively with property owners and other contacts in the community in seeking compliance with bylaws and codes to eliminate fire hazards and prevent fires; demonstrated commitment to learning and development for self and employees; implements HR strategies; fulfills human resources accountabilities including conducting performance evaluations.
- Information management - manages information and records according to municipal and Departmental records management policies.

Values and Ethics

- Service delivery with integrity and respect
- Demonstrates and promotes professionalism and integrates values and ethics in personal behaviour and Fire Department practices
- Addresses breaches in values, ethics, and conduct



Sarnia Fire Rescue Services Chief Fire Prevention Officer Position Profile

Required Licences

- Valid Driver's License for the Province/Territory

Hours of Work and Rate of Pay

- The position will be placed into the salary schedule at the rate of pay equivalent to that of Platoon Chief. The schedule shall consist of a five (5) day, eight (8) hour per day work week. The five (5) day work week shall be scheduled Monday through Friday.