AGREEMENT

between

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION (Local 529)

January 1, 2024 to December 31, 2026

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SCHEDULE "A" TO BY-LAW

AGREEMENT entered into as of
October 21, 2024

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter called the "EMPLOYER")

OF THE FIRST PART

- AND -

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION
(Hereinafter called the "ASSOCIATION") (Local 529)

OF THE SECOND PART

1:00 PURPOSE

1:01 Whereas the Association has established to the satisfaction of the Employer that all full-time employees of its Fire Services except the Fire Chief, Deputy Chief – Operations, Deputy Chief – Education, Prevention & Emergency Management and the Assistant Chief - Support Services and Office Supervisor, are members of the Association and that it is therefore entitled to represent the said employees as their bargaining agent.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1:02 The employees shall at all times co-operate with the Employer and the Chief of the Fire Services to the fullest extent to provide an efficient firefighting organization for the benefit of the City and the inhabitants thereof.

2:00 SCOPE

2:01 a) The terms of this agreement shall apply to all full-time employees of the Sault Ste. Marie Fire Services and the Association shall have the right to bargain for the purpose of defining, determining and providing for remuneration, pensions and working conditions for all full-time employees of the Fire Services except the Fire Chief, Deputy Chief - Operations, Deputy Chief - Education, Prevention & Emergency Management and the Assistant Chief - Support Services and Office Supervisor.

b) The probationary period for all new full-time employees of the Fire Service shall be twelve (12) months. A probationary employee ("Probationer") is an employee who is serving the probationary period prior to being recommended as a permanent employee. Probationary employees shall be subject to the terms of this Agreement, except with respect to discipline and/or discharge. If a probationary employee is laid off under article 10:05 and then recalled, all time previously served will be credited toward their twelve (12) month probationary period.

2:02 To ensure the safe and efficient operation of the Fire Services, management staff in the positions of Deputy Chief - Education, Prevention & Emergency Management, Assistant

Chief - Support Services and Office Supervisor shall be allowed to perform the duties of employees under their command as may be required from time to time.

2:03 Every new employee, on joining the Sault Ste. Marie Fire Service shall become a member of the Association. All employees who are now or who in future become members of the Association shall as a condition of employment, maintain such membership in good standing.

2:04 The employer shall deduct from the salary of each employee, the Association contributions (dues), assessments, and remit by cheque or direct deposit each month to the Treasurer of the Association, the full amount so collected.

3:00 RECOGNITION

3:01 The Employer recognizes the Association as the bargaining agent for all said full-time employees (as provided in the Fire Protection and Prevention Act, 1997) of the Sault Ste. Marie Fire Services.

3:02 The Chief of the Fire Services shall meet with a committee of the Association on reasonable notice to discuss any subject or matter which may be deemed of mutual benefit to the employees and the City or the inhabitants thereof.

3:03 The Association agrees to notify the Director of Human Resources in writing, with a copy to the Fire Chief, of the names of all the Association representatives and the committees upon which such representatives will serve. The Association will also be responsible for notifying the employer of any changes to the list of Association representatives.

The City shall not be required to recognize any Association representative until such time as the Director of Human Resources has been notified in writing by the Association as outlined above.

3:04 When employees are involved in a meeting with Senior Management that may become disciplinary in nature, Senior Management shall ensure that the member will have representation from the Association Executive. Please note that discipline “must be forthcoming” for this to take place.

4:00 MANAGEMENTS' RIGHTS

4:01 The Association acknowledges the exclusive right of the Employer to maintain order, discipline and efficiency to establish and enforce rules and regulations necessary to the efficient and safe operation and generally to govern the conduct of employees, including but not limited to, the right to hire, discharge, promote, demote, layoff, classify, assign/realign platoons or suspend or discipline employees. The employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein. The methods to be utilized such as the qualifications, the testing, interview and Firefighter selection are the sole responsibility of the Employer and Senior Fire Management.

4:02 The Association further recognizes that it is the exclusive right and responsibility of the Employer to operate and manage the Fire Services in all respects and in accordance with all its commitments coming within its jurisdiction including but not limited to: the

equipment to be used, the methods to be employed, the number of personnel to be employed, the deployment model and the assignment of personnel.

4:03 The Association also recognizes that it is the right of the Employer to delegate any of its functions, rights, duties, or powers, subject to this agreement or otherwise, to the Fire Chief, or such persons or committees as the Employer may deem advisable subject to the terms of the Fire Protection and Prevention Act, 1997.

4:04 All employees should maintain good physical condition and in accordance with their commitment to protect the public all employees are urged to make every effort to meet this requirement.

4:05 All employees and probationers shall be governed by the Rules and Regulations of the Employer as from time to time established and published after prior notice to the Association. Where the "Rules" are in conflict with the provisions of this agreement, the provisions of the agreement shall apply. The Employer will encourage the study of advanced firefighting techniques by any employee if such studies are approved by a recognized school of instruction.

4:06 Disciplinary action against any employee may result in discharge or suspension if the cause is grave enough to warrant such action. Such causes shall include, but are not limited to, incompetence, neglect of duty, reporting for duty under the influence of liquor, cannabis or other intoxicant, bringing intoxicants into a fire hall, refusal to comply with an order, disorderly conduct or conduct unbecoming an employee, absence from duty without proper leave, theft from the employer and any offense sufficiently grave to warrant disciplinary action or discharge. The employer shall record an employee's offense to both the employee and the Secretary of the Association. Association agrees that all members must be in compliance with the City of Sault Ste. Marie's Employee Code of Conduct, Corporate Policies and Operating Guidelines.

4:07 Discipline of an employee shall be removed from the employee's disciplinary record after twenty-four months (24) provided there has been no further discipline given to the employee within such twenty-four (24) month period. This requirement to remove discipline does not apply to discipline related to substance abuse or workplace violence and/or harassment.

5:00 HOURS OF WORK

5:01 (a) For an employee in the suppression division (that is, an employee on the 24-hour shift rotation) an average of 42 hours per week, in accordance with the following repeating schedule. In this schedule, a week is considered a period of time from the Monday through to and including the Sunday, and a "Full Tour" is considered 24 hours starting at 8:00 a.m. and ending at 7:59 a.m. the following day. The first 12 hours of the shift will be referred to as the "Day shift," the second 12 hours of the shift will be referred to as the "Night shift".

Schedule

Week 1: a shift on the Monday and the Thursday
Week 2: a shift on the Friday and the Sunday
Week 3: a shift on the Wednesday and the Saturday
Week 4: a shift on the Tuesday

Employees shall work no more than a maximum thirty-six (36) consecutive hours and shall have a minimum of twelve (12) hours off duty prior to returning to duty. Employees may work a maximum of twelve (12) hours past or before their shift on the Friday / Sunday "Back to Back" tour. This shall not limit the rights of the Fire Chief under the Fire Protection and Prevention Act, 43 (7).

(b) The working hours of work for the Training Division and Mechanical Division shall be from 7:30 a.m. to 4:00 p.m., Monday to Thursday inclusive, 7:30 a.m. to 3:30 p.m. Friday with one-half (½) hour paid lunch.

The working hours of the Training officer shall be from 8:00 a.m. to 6:30 p.m. Tuesday to Friday with one-half (½) hour paid lunch. It is further understood and agreed that Training Division personnel may conduct training outside these hours or be called out to assist at incidents. Training division personnel will receive lieu-time off at straight pay for such hours.

The working hours for the Mechanics within the Support Services Division, Public Education Officer(s) and the Fire Prevention Planner within the Public Education Prevention Division shall consist of a 42-hour work week shall be Monday to Thursday 8:00 a.m. to 4:30 p.m., Friday 8:00 a.m. to 3:30 p.m. with one-half (½) hour paid lunch.

By the nature of public education work, flexibility to work weekends and nights is expected. As such, only articles 5:03 and 5:04 will apply to overtime hours worked and will not be subject to Article 5:02, unless an 'emergency call back' is actually required in excess of regular flex schedule 42 hours.

When required to work weekends or nights, the City will offer a 'flexible shift' in daily schedule to accommodate the event. This will be offered 48 hours in advance of the event (example – Fire Prevention Week, Tapp-C clients, Community Involvement programs, Partnership meetings, etc.) and will not exceed regular 42 hour work week.

The hours of work for the Administrative Clerks shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday with one (1) hour unpaid lunch for a total of a 35 hour week.

(c) The Fire Prevention Division shall be rotation of Friday/Monday (off day) every four (4) months unless otherwise mutually agreed to by both parties.

A vacation or sick day will be a 10.5-hour deduction from the appropriate bank (vacation or sick leave bank).

Specifically:

The working hours for the Fire Prevention Division shall be an average 42 hour work week within a 2 platoon system as follows;
Platoon A (2-FPO's) – 7:00 a.m. to 5:30 p.m. Monday through Thursday.
Platoon B (2-FPO's) – 7:00 a.m. to 5:30 p.m. Tuesday through Friday.

- 7:00 a.m. to 5:30 p.m. Monday/Thursday or Tuesday/Friday
- 8 hours in lieu of on call time for every completed week
- One half (1/2) hour paid lunch

1) Each Fire Prevention Officer agrees to 13 weeks of scheduled on call (Tuesday to Tuesday, 7:00 a.m. to 7:00 a.m.) to perform Fire Investigation. A vehicle shall be made available to FPO's to take home (within the City of Sault Ste. Marie) when on call. When a call in occurs, articles 5:02, 5:03 and 5:04 of the Collective Agreement will apply. FPOs will earn eight (8) hours of lieu time for each week of standby completed. If the FPO does not complete any number of these standby hours, standby time will be adjusted in accordance with 5:01 (c) 7.

   The Fire Prevention Officers shall schedule standby lieu time and/or payout of standby lieu time in conjunction with the final approval of the Deputy Chief – Education, Prevention & Emergency Management to ensure the level of service for the community is achieved. In order to administer the stand-by bank accumulation, a maximum of 48 hours shall be banked at any one time. Any hours above 48 hours will be paid out at straight time on the following pay period. There shall be no carry over from year to year. Any remaining time will be paid out at straight time at the end of the year unless approved otherwise through the Deputy Chief.

2) Determination concerning specific on call week(s) for upcoming year, shall be decided and agreed upon by FPO's, after holiday signings are determined the previous fall. If FPO's cannot determine the week(s), management reserves the right to schedule the on call week(s).

3) One lieu time or sick time day, will be calculated at a rate of 10.5 hours per day.

4) Outside of scheduled 4-day workweek, only one FPO, at a time, is permitted vacation during the week. Additional requests for vacation and/or lieu time shall be at the discretion of the Deputy Chief – Education, Prevention & Emergency Management. If the statutory holiday is the FPO's normal day off, the FPO's regularly scheduled day following or preceding the holiday will be the FPO's day off in lieu of that day.

5) When any scheduled training, including Ontario Fire College courses occurs, affecting an FPO's schedule, the FPO shall be reverted to a five (5) day work week. Said FPO will receive 30 days' notice of schedule change and vacation schedules will not be affected.

6) When the regularly schedule stand-by FPO calls in sick, the stand-by time outside of regular working hours, will be offered by seniority to the remaining FPO's, at the following rates:
   - 14 hour stand-by shift shall be compensated at 1.5 hours pay or 2 hours stand-by time
   - 24 hour stand-by shift shall be compensated at 3 hours pay or 4 hours stand-by time

7) When the regularly scheduled stand-by FPO calls in sick on a scheduled working day, 0.85 hours of stand-by time will be deducted per day.

   When the regularly scheduled stand-by FPO calls in sick on a non-working day (i.e. vacation, weekend, or day off), 1.5 hours of stand-by time will be deducted per day.

8) If the regularly scheduled FPO is unable to perform their scheduled duties because of scheduled training, the FPO will be given the opportunity to switch their on call days with another FPO. If they are unable to do so, the stand-by time will be deducted as per 5:01 (c) 7 for the time the FPO is unable to fulfill.

9) If an FPO schedules lieu time or vacation time while on call and is called in to perform Fire Investigation cause/determination duties, the schedule FPO will return to their normal working schedule and only the used lieu time hours will be deducted.

(d) From time to time, the Community Emergency Management Coordinator (CEMC) position requires relief coverage (i.e. due to illness, or vacation or otherwise absent). The Deputy Chief – Fire Prevention, Education and Emergency Management shall assign the Public Education Officer or Fire Prevention Planner to act as alternate CEMC as required.

As part of their duties, the alternate CEMC is required to be on call to respond to the Emergency Operation Centre (EOC) during emergencies, including evenings. Only when the CEMC is absent for a full week will the alternate CEMC also be on-call on one weekend, as follows:

- Monday at 8 a.m. to the following Monday at 8 a.m.

When a call in occurs, articles 5:02, 5:03 and 5:04 of the Collective Agreement will apply.

5:02 All employees may be subject to off-shift call back at the discretion of the Chief of the Fire Services. When off-shift employees are called back they will be paid a minimum of three (3) hours pay at the rate of time and one-half. This applies to divisional duties as described in most current job descriptions or up-staffing as determined by the Fire Chief or designate.

Note: Any other requirement to attend the workplace for exams, testing, etc. will be addressed in Article 18 and the employee will only be paid for time spent on the duration of the exam/test except requirements of any promotional process.

5:03 Employees authorized to work greater than fifteen (15) minutes continuous past their regular shift will be paid at time and one-half (1.5x) their rate of pay for overtime worked calculated in quarter hour segments.
Employees are not considered relieved from duty until they have arrived back at their respective fire station and authorized to leave by an officer.

Premium pay will commence on fifteen (15) minutes has been worked and paid in quarter hour segments rounded down to applicable quarter hour.

5:04 When at the discretion of the Fire Chief it is possible, employees will have the option of taking straight time off in lieu of overtime worked.

(a) Any time taken from the lieu time bank in the form of time off with pay shall be scheduled through mutual agreement between members of the Association and their Manager, subject to operational requirements. Any time remaining in the bank as of November 15th shall be paid out to the member in Pay Period 26 of the current year at time and one-half their hourly rate of pay.

(b) An employee may make a request to their supervisor, on an exception basis, to pay out a portion or all of the hours accumulated in their lieu time bank, to be paid out at the rate of time and one half their regular salary on the next possible pay period.

(c) Employees will be allowed to carry over a maximum of 48 hours.

(d) This also applies to any overtime incurred while attending courses.

(e) Lieu time may not be approved for any shift in which overtime will be incurred.

(f) Once approved, the lieu time off will not be revoked or cancelled by either party unless by mutual agreement of the employee and the Chief or designate. The Fire Chief reserves the right to call in off-duty firefighters under the *Fire Protection and Prevention Act*, Section 43 (7).

5:05 Employees shall be allowed to change shifts with other employees at any of the fire stations provided such employees are qualified to perform the duties and that such change of shifts are done when an employee is on a recognized day off or on holidays.

(a) Employees wishing to change shifts will apply for a change to the officer in charge of the shift. Officer in charge of the shift shall mean the officer in charge on the day of the change of shift. Shift exchanges may be made on the basis of 12-hour periods. Shift exchanges shall not result in an employee working more than 36 consecutive hours, or having less than 12 hours off between shifts. All exchanges/trades must be of equal value, 12 or 24 hours and will be clearly recorded on the Master Daily Report (MDR) by the Platoon Chief. Shift coverage practices including those for less than 12 hours shall continue in accordance with past practice.

(b) Twenty-four hours' notice <u>must</u> be given for a change to be given any consideration, except in the case of an extreme emergency when a good reason must be given for a requested change of shift.

(c) Employees requesting a change of shift will see the officer concerned while the employee is on duty at the Fire Hall, except in the case of an emergency.

(d) Employees having a day off due to having exchanged a shift must not work for gain or pay on such a day off. Any employee of the Association working for gain or pay on exchange shift will be immediately suspended from the department. The <u>only</u> exception to exchanging a shift for gain will be for an employee that is a verified Adjunct Instructor or Adjunct Shadow Instructor with the Ontario Fire College and is teaching or instructing a verified Ontario Fire College or Regional Training Center course. The shift trade request must be approved by the Deputy Chief or Fire Chief. Further, the supporting documentation must be submitted to the Deputy or Chief prior to approval to exchange shifts for gain for this sole purpose.

(e) Captains or Acting Captains in charge of shifts will ensure that all changes of shift are duly recorded in the daily report sheets.

(f) Employees, who have promised to work for another employee and then become sick or injured, shall be solely responsible to have that shift filled by another qualified member of the Association able to do the job. Any employee who has promised to work for another employee of the Association and fails to report for duty on the day the employee is scheduled to work for another employee, shall forfeit pay equal to thirty-six (36) hours.

(g) All officers in charge of shifts will ensure that paragraph (b) is adhered to.

(h) For a probationary firefighter, a shift change must be approved by Chief or Deputy Chief in advance of the shift.

(i) Fire Prevention Officers wishing to change shifts shall apply to the Deputy Chief – Fire Prevention, Education and Emergency Management. Articles 5:05 (b) and 5:05 (d) shall apply to FPOs changing shifts. Any FPO who has promised to work for another and fails to report for duty on the day they are scheduled to work for that FPO shall forfeit three (3) days of pay.

5:06 Definitions

"Overtime (OT)" shall be defined as the practice of calling in off-duty employees for the purposes of filling vacancies for the on-duty Platoon that would otherwise bring that Platoon complement below minimum staffing levels.

"Up-staffing" shall be defined as the practice of calling in off-duty employees for the purposes of increasing the on-duty complement of the current on-shift Platoon.

"Meeting" shall be defined as the practice of calling in off-duty employees to attend any meeting pertaining to City or Fire Services business.

"Leave" means authorized absence from duty by an employee during their scheduled day(s) and/or regular hours of work.

6:00 VACATIONS

For an employee on the 24-hour shift rotation, a "week" of vacation and specified paid holidays means the following:

1 week of earned vacation entitlement shall equal 2 vacation credits.
2 weeks of earned vacation entitlement shall equal 4 vacation credits.
3 weeks of earned vacation entitlement shall equal 6 vacation credits.
4 weeks of earned vacation entitlement shall equal 8 vacation credits.
5 weeks of earned vacation entitlement shall equal 10 vacation credits.
6 weeks of earned vacation entitlement shall equal 12 vacation credits.

One (1) 24-hour shift shall be equal to one (1) vacation credit.

Each employee on the 24-hour shift shall be entitled to select vacation and specified paid holidays in blocks of four Vacation Credits for each pick, in rotation, by seniority, except where an employee has a period to be selected of less than this maximum. One 24-hour shift shall equal one (1) Vacation Credit.

6:01 Each employee shall be entitled to vacations with pay as provided hereunder, namely:

(a) All employees who have completed one year of continuous service but less than five years shall receive two (2) weeks annual vacation with pay.

(b) All employees who have completed five years of continuous service but less than ten years shall receive three (3) weeks annual vacation with pay.

(c) All employees who have completed ten years of continuous service but less than fifteen years shall receive four (4) weeks annual vacation with pay.

(d) All employees who have completed fifteen years of continuous service but less than twenty-two years shall receive five (5) weeks annual vacation with pay.

(e) All employees who have completed twenty-two years of continuous service shall receive six (6) weeks annual vacation with pay.

6:02 Employees who are absent from work without pay for 30 days or more due to a leave of absence, suspension, or layoff, shall have their vacation entitlement reduced in proportion to such time absent from work.

6:03 One week of vacation as referred to herein shall mean:

- Administrative Staff: 35 hours at 5 consecutive shifts
- Fire Prevention Officers & Training Officer are 42 hours at 4 consecutive shifts
- Public Education Officer, Fire Prevention Planner, and Mechanical Staff is 42 hours at 5 consecutive shifts

6:04 The period at which employees may take vacation shall run from the 1st day of January to the 31st day of December annually.

6:05 Any employee having become entitled to regular vacation as defined in Sections (a), (b), (c), (d) and (e) of Article 6:01 and who, before receiving such vacations, terminates employment voluntarily with the City's Fire Services shall become entitled to cash payment in lieu of such vacations as the employee had become entitled to at the rate of 1/91 (Suppression only) of the annual wage for each vacation day for the respective rank at the time the employee ceased to be an employee of the City's Fire Services.

6:06 Vacations shall be arranged by the Chief of the Fire Services and shall be given to employees in accordance with seniority. Employees will be granted a maximum of two weeks' vacation at any one signing.

7:00 SPECIFIED PAID HOLIDAYS

7:01 Each employee shall be entitled to the following specified paid or declared holidays, namely, New Year's Day, Family Day (3rd Monday in February), Victoria Day, Good Friday, Easter Monday, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day, occurring in the remainder of the calendar year in and after which three months continuous service has been attained.

7:02 Each Suppression Firefighter is entitled, subject to the terms hereof, to 12 paid off-duty days in lieu of specified paid holidays which equals 6 credits (24 hour shifts).

The following procedure will be used to schedule vacations and specified paid holidays:

(i) Subsequent to September 1st, the platoon lists shall be posted.

(ii) Subsequent to the posting of the platoon lists, a vacation list shall be posted that shall include sufficient space allocation to provide for the scheduling of all vacations, specified paid holidays and confirmed Ontario Fire College attendance, and other Fire Services course offerings.

(iii) Each employee shall be entitled to select vacation and specified paid holidays in blocks of ***two-week periods only***, except where an employee has a period to be selected of less than two weeks.

(iv) No employee shall be permitted to select a period of time off outside the space allocated in the posted vacation and specified paid holidays list.

7:03 An employee who is absent without pay due to a leave of absence, suspension, or layoff during the period when a specified paid holiday occurs shall have off duty days in lieu of such holiday reduced accordingly.

8:00 LEAVE OF ABSENCE

8:01 The employer may grant leave of absence without pay and without loss of seniority for a period up to six months to any employee requesting such leave for good and sufficient cause. Applications for such leave shall be made in writing to the Chief of the Fire Services and such leave must be approved by the Chief and the City's Chief Administrative Officer. During the period of such leave of absence, the total cost of the benefits set out in Articles 11:08 and 11:09 will be payable by the employee. Notwithstanding the provisions of this article, leave of absence will not be granted an employee for the purpose of working at alternative employment.

8:02 Bereavement Leave

(a) An employee shall be granted paid bereavement leave up to two (2) Full Tours for those employees on the 24-hour shift rotation and for all other employees four (4) working days, in total, to make arrangements for, and to attend the funeral of their spouse, common-law spouse, child, stepchild, son-in-law, daughter-in-law, parent, stepparent, mother-in-law, father-in-law, grandparent, grandchild, brother or sister; and up to one (1) 12-hour shift off for those employees on the 24-hour shift rotation, and for all other employees one (1) working day to attend the funeral of their brother-in-law, sister-in-law, spousal grandparent, aunt, uncle, niece, or nephew. Paid bereavement leave shall not be granted beyond one calendar day following the day of the funeral. The pay shall be on a straight time basis and for only such days as are scheduled shifts.

(b) An employee may reserve one (1) twelve (12) hour Day Shift or Night Shift of paid bereavement leave if on a 24-hour shift rotation, or one (1) bereavement day if not on the 24-hour shift, from the above entitlement to attend a Celebration of Life ceremony or internment, to be taken no later than 6 months from the time of death. This time off must coincide directly with the employee's working hours and the scheduled event and is not intended to be used for any other purpose.

(c) An employee shall not be entitled to paid bereavement leave for a day on which they are absent from work for some other reason.

8:03 The City shall pay to the Association an annual allowance in February of each year the amount of twelve thousand ($12,000) for the Association to pay duly appointed or elected officials for attendance at Association conventions, education programs or other Association business. This shall be understood to encompass all union related attendance at meetings, inclusive of, but not limited to negotiations, grievances, investigation and discipline meetings. Any required back-fill for such meetings will be at the expense of the Association.

8.04 Quarantine

Should an employee be quarantined by the Medical Officer of Health as a result of work duties, the City will maintain the employee's pay for the scheduled shifts that the employee was unable to work during the quarantine period.

9:00 SENIORITY

9:01 Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced full time employment with the Fire Services.

9:02 The first twelve (12) months service shall be classed as a probationary period.

9:03 A seniority list shall be prepared and approved by the Fire Chief and the Executive Committee of the Association and such a list shall be posted for a period of thirty (30) days in each Fire Station of the City of Sault Ste. Marie on the fifteenth day of January of each year.

9:04 Errors or omissions in a list posted in accordance with Article 9:03 shall be corrected on application of the Association or the employee concerned provided:

(1) such error or omission relates to the period subsequent to the date of the previous list, and

(2) the error or omission is brought to the attention of the Fire Chief within fifteen (15) days of the employee's first reasonable opportunity to see the list.

9:05 Once a seniority list has been finalized the only protest which will be considered against the next posted list shall be protests relative to deletions and additions occurring since the date of the previous list.

9:06 (a) An employee transferring from one division to another may return to their former position within twelve (12) months from the date of the employee's transfer without loss of divisional seniority. Once an employee has completed twelve (12) months in that division, an employee may request a transfer to the employee's former division and such transfer will be at the discretion of the Chief. However, if the transfer is to the Fire Suppression Division, it shall be a rank not higher than a first class firefighter, at the seniority level corresponding to the master seniority list. In either case, the return to a previous position may result in the displacement and layoff of the lowest seniority member in the division.

(b) Divisional seniority lists shall be prepared and approved by the Chief and the Executive Committee of the Association and such lists shall be posted for a period of 30 days in each fire station on the 15th day of January each year.

10:00 PROMOTIONS AND LAYOFFS

10:01 In the event a permanent position in the Fire Suppression Division under the jurisdiction of the Association becomes vacant, such position shall be filled by the next senior qualified employee that has maintained the required qualifications, acting officer hour requirements and continuing education requirements in line for such position within thirty (30) days. It is understood that the employee must have the ability to perform the job.

10:02 Where a vacancy occurs in other than the Fire Suppression Division, the position will be posted and preference will be given to the senior applicant with the qualifications and the ability to perform the job. It is acknowledged the applicant must have the ability to perform the job.

i) The Employer will post annually, necessary qualifications for all Association positions in the SSMFS, including but not limited to Firefighter, Captain, Platoon Chief, Fire Prevention Officer, Fire Mechanical Technician, Mechanical Officer, Administrative Clerk, Public Education Officer, and Fire Prevention Planner at all Fire Stations within the SSMFS. This shall be posted by January 15 of each year in addition to the Master Seniority List.

ii) All courses required for promotional purposes within the respective Divisions will be as per Policy 1400-17.

iii) If a revision to the required qualifications is made the Employer will notify the Association a minimum of five (5) business days prior to the revised qualifications being posted.

10:03 A member of the Association hired into a position other than the Fire Suppression Division, who wishes to apply to the Fire Suppression Division as a Firefighter shall apply when the recruitment process is activated. The member must have all the necessary requirements as outlined in the firefighter recruitment posting.

1. Upon successful completion of the firefighter recruitment process, the Employee will be placed on the final qualified list in the order of the Employee's ranking, and will be offered a position in the Fire Suppression Division when their rank on the qualified list arises.
2. The Employee will enter the Fire Suppression Division at the bottom rank of a firefighter. Seniority rights for promotion purposes shall be based on the date of entry into the Fire Suppression Division.
3. Service with the Employer, for the purpose of vacation entitlement, sick leave accrual, etc. will be based on the Employee's original hire date.

10:04 An employee who has changed positions shall remain on a trial period for up to six months. If found unsuitable for this position by the Chief during the aforementioned period, such employee shall revert to their former position.

10:05 Lay Off and Recall

In the event of a layoff, it is recognized and agreed that the employee with the least divisional seniority in the affected Division will be the first employee affected.

In the event of a recall in that Division, the employee will be recalled in the reverse order of their respective seniority.

11:00 WELFARE

11:01 The schedule of sick allowance shall be as follows:

24 Hour Shift Rotation

(a) For employees on the 24-hour shift rotation, on completion of three months of service, sick leave bank will be accrued at the rate of 18 hours per month to a maximum sick bank of 2520 hours.
The first 12 hours of the shift will be referred to as the "Day shift". The second 12 hours of the shift will be referred to as the "Night shift".

(b) When calling in sick due to Illness/Injury, employees may utilize their sick bank in 12-hour increments. If an employee leaves work sick, such hours will be pro-rated accordingly.
(c) Employees shall call the Platoon Chief no later than 06:30 hrs when possible to call in sick. If the Employee calls in sick prior to their shift, they are permitted to book off for the Day Shift or Night Shift or both.
(d) An employee who books off for the Day Shift shall call the Platoon Chief by 16:00 hrs of that scheduled shift to indicate if the will be returning for the Night Shift. If overtime was utilized to cover the absence, such overtime cost will cease at 20:00 hrs, as a result, the Firefighter on overtime will be relieved from duty.

Other / Non-24 Hour

(a) Upon completion of three months of service, sick leave will be accumulated at the rate of one and one-half (1 1/2) days per month from the date of employment.
(b) Sick leave will be reduced on the basis that one shift off sick will result in one day deduction from sick leave.
(c) Sick leave accumulation in 11:01 (a), (b), shall commence as of January 1, 1983. Accumulation up to December 31, 1982 shall be converted to days and fixed at that amount in the employee's sick leave bank.

11:02 Sick leave means the period of time any employee is permitted to be absent from duty with full pay by virtue of being disabled or sick, or because of accident, or illness for which compensation is not payable under the Workplace Safety and Insurance Act, 1996. The foregoing accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.

Notwithstanding the provisions of this article, sick leave will not be paid to an employee who is absent due to an injury/illness suffered while employed by another employer covered by the Workplace Safety and Insurance Act, 1996. The employee is obligated under this clause to notify both WSIB and the Employer of any such circumstances. If the injury occurred at another employer, SSMFS is not obligated to offer any accommodated work.

11:03 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

11:04 Such sick leave to be cumulative, but in no case shall such sick leave exceed a period of 2520 hours. An employee who is absent due to illness or leave of absence for the major portion of the employee's regularly schedule hours in any month shall not accumulate sick leave as provided in article 11:01, in that month.

11:05 Recognized days off shall not be deducted from accumulated sick leave.

11:06 No active employee with the Fire Service shall draw accumulated sick leave benefits if the absence from work is not due to illness/injury as supported by the approved certificate of a medical practitioner (if requested by the Employer).

If a medical certificate is requested by the Employer, the Employer shall reimburse the cost of the certificate to a maximum of seventy dollars ($70.00) upon presentation of a valid receipt from the medical practitioner.

When required by the Employer, employees are responsible to provide return to work clearance certificates prior to their return to work in any capacity.

The City's Injury/Illness Status Form shall be used for this request, with the direction that the medical practitioner only complete the form as applicable.

11:07 An employee in receipt of W.S.I.B. benefits for injuries or illness suffered during the course of employment shall receive full net salary and benefits during such period. During the period an employee received full net salary, all compensation payments shall be deposited with the City. A member's sick bank or vacation credits shall not be reduced while in receipt of W.S.I.B. benefits.

11:08 Each employee shall be provided with the Ontario Health Insurance Plan, Green Shield Semi-Private and Green Shield Extended Health Care - vision care to include eye examination $600 every two (2) years and laser eye surgery to a lifetime maximum of $1,800, 100% of the cost of such plan to be contributed by the Employer.

Green Shield Extended Health Care - Drug Plan co-insurance reinstated to 90% employer/10% employee. A cap on dispensing fees – $12 maximum per prescription. Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care. Each employee shall be provided with the Out-of-Province Travel Plan, 100% of the cost of such plan will be contributed by the Employer and will not be available to retirees.

Reimbursements for standard hearing aids, repairs or replacement parts up to $1,500 every four (4) years. Batteries are eligible.

No OTC drug coverage with the exception of those deemed by the insurer to be "life sustaining". This also applies to those employees who retire after June 1st, 2011 on an O.M.E.R.S. unreduced early retirement pension.

Paramedical Benefit:

- Full chiropractic, physiotherapy, massage therapy, chiropody and naturopath coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of $2,000.

Psychological Benefit:

- Psychologist, Master of Social Work, Social Worker/Counsellor, Psychoanalyst and Psychiatrist: up to a combined maximum of $2,500 per calendar year (employee and dependents).

Professional Services are only eligible when the practitioner rendering the service is a member in good standing with their provincial regulatory agency or an active member of a professional association, either of which must be recognized by GSC. Please contact the GSC Customer Service Centre to confirm eligibility when in doubt.

Each employee shall be provided with the Great West Life Long Term Disability Plan, 100% of the cost will be contributed by the Employer with coverage to a maximum $7,500 monthly.

Each employee shall be provided **Maple Premium** virtual health care.

Each employee shall be provided with the Green Shield #9 Dental Plan, Rider 3C, (Lifetime Maximum $3,000), based on current O.D.A. Schedule, 100% of the cost of the plan will be contributed by the Employer.

Each employee shall be provided with restorative dental coverage, 80% to be paid by the employer and 20% by the employee, based on current O.D.A. schedule to a maximum of $2,500 per person per year.

Dental recall for adults (over age 16) to be nine (9) months. Children (age 16 and younger) shall be subject to a six (6) month dental recall.

Overage Dependent Coverage is applied to the Green Shield Dental Plan.

The benefit plan shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician for cancer screening (Protein Specific Antigen, Cancer Antigen 125, Fecal Occult Blood Test). Test results will be between the employee and the physician.

11:09 Each employee shall be provided with Group Life Insurance of two times the employee's salary to the nearest $1,000.00 with double indemnity: 100% of the cost of such plan will be paid by the Employer. The payment of such benefit shall be in accordance with the terms and conditions of the applicable plan "Great West Life policy #320925."

11:10 The Employer shall have the right to select the carrier for such plans. All refunds, reductions in premiums, dividends, etc., shall become and remain the sole property of the Employer. Benefits under any such plan or plans shall not be changed or reduced by the Employer without the consent of the Association.

11:11 The Corporation agrees to pay any employee covered by this agreement the difference in regular salary and witness fees when required to act as a Court witness on matters relating to the Employer's business. In addition, when an employee is required to attend Court as a witness on matters relating to the Employer's business during off duty time, such employee shall be paid at the rate of one and one-half times their regular rate, with a minimum of 4 hours at the premium rate, for time so spent. The employee shall provide proof of services, including proof of time spent and amount of payment received. Failure to provide satisfactory proof shall disqualify the employee from such payment or time off.

11:12 <u>Retiree Benefits</u>

(i) The City shall comply with all Regulations contained in the Ontario Municipal Employees Retirement System (OMERS).

The parties agree that employees covered under O.M.E.R.S. for normal retirement age 60 shall retire no later than the end of the month in which they reach age 60.

Those employees covered under O.M.E.R.S. for normal retirement age 65 shall retire no later than the end of the month in which they reach 65.

(ii) The parties agree that eligibility for LTD benefits, as set out in 11:08 shall cease when the employee becomes eligible for an OMERS unreduced retirement pension.

11:13 The employer agrees to pay the cost of the Ontario Hospital Insurance Plan and the Green Shield Extended Health Care Plan:

Cap Orthotics/Orthopedic shoes at one (1) pair and $400/year; vision care to include eye examination $600 every two (2) years and laser eye surgery to a lifetime maximum of $1,800, 100% of the cost of such plan will be contributed by the Employer.

Green Shield Extended Health Care – Drug Plan co-insurance at 90% employer/10% employee; a cap on dispensing fees - $12.00 maximum per prescription; Drug Plan to provide for the dispensing of generic drugs unless a physician prescribes a brand name. Overage Dependent Coverage is applied to the Green Shield Extended Health Care.

Paramedical Benefit - Full chiropractic, physiotherapy, chiropody and massage therapy coverage shall be provided by the employer, from the first visit, to a combined maximum per person per calendar year of $2,000.00. These benefits are provided for employees who retire on an O.M.E.R.S. unreduced early retirement pension. Such benefits shall be paid for the retired employee to age 65. At age 65, the retiree will cease access to the aforementioned benefit plan and will only be entitled to HCSA of $1000 to age 75. Such benefits shall not apply to a retired employee who is employed elsewhere.

Such benefits shall be paid for a deceased member's surviving spouse and dependent children for a period of twenty-four (24) months following the member's death or until the date as of which the retiree would have attained age 65 or until the surviving spouse remarries, whichever occurs first.

11:14 Pregnancy and Parental Leave

An employee on pregnancy/parental leave shall be entitled to receive Supplementary Employment Benefit (S.E.B.) equal to eighty percent (80%) of their normal weekly earnings for the one (1) week waiting period for Employment Insurance and a topping up of their Employment Insurance benefits to seventy five percent (75%) of their normal weekly earnings for the following seventeen (17) weeks of such leave.

The employee receiving the top-up will present proof of the Employment Insurance amount to the Human Resources Department by way of a copy of the Employment Insurance cheque stub.

The City will not be responsible in any manner for the repayment of any Employment Insurance payable by the employee upon completing their personal income tax return for the year of the leave in accordance with Canada Revenue Agency rules.

The Corporation shall provide Pregnancy/Parental Leave in accordance with the provisions of the Employment Standards Act for the remaining duration of such leave.

Proof of EI receipts is required.

11:15 “Spouse” means either of two persons who,

(a) Are married to each other, or
(b) Are not married to each other and are living together in a conjugal relationship (“conjoint”),
    i. continuously for a period of not less than one (1) year, or

ii. in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the Children's Law Reform Act.

11:16 Health and Wellness

The parties agree to form a voluntary Health and Wellness Committee made up of Association and Employer representatives that will meet every 6 months to provide input and share information that pertains to health and wellness in the Fire industry.

The employer will engage in providing annual resiliency training in conjunction with our peer support provider for all staff. Peer support team members will continue to receive annual update training arranged by and provided by the employer.

12:00 GRIEVANCE PROCEDURE

12:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within 15 working days of the occurrence of the incident which gave rise to the matter in dispute. Any employee or group of employees of the Fire Services covered by this agreement who is of the opinion that the employee has been unjustly disciplined, suspended, superseded, discharged, or unreasonably denied leave of absence, shall have the right to have the case investigated and to be represented by a Committee of the Association.

STEP 1: The employee assisted by an officer of the Association shall discuss the case with the Fire Chief within 15 working days of filing the grievance, barring any unforeseen circumstances for either party. The Fire Chief shall render their decision in writing together with the reason therefore, within five (5) working days of the hearing.

STEP 2: If the Committee considers that a satisfactory settlement was not reached at Step 1, it may within five (5) working days of receipt of the Step 1 reply request a hearing within 15 days of the request, barring any unforeseen circumstances by either party, by the Commissioner of Human Resources, or designated representative.
Such request shall state the reason or reasons the answer at Step 1 was unsatisfactory and in what manner the City's interpretation of the contract clause in question is disputed. The Commissioner of Human Resources or their designated representative shall render a decision within five (5) working days of the hearing.

STEP 3: If the Committee considers that a satisfactory settlement was not reached at Step 2, it may within five (5) working days of receipt of the Step 2 reply, request a hearing by the Chief Administrative Officer. This hearing shall be held within 15 working days of the request, barring any unforeseen circumstances by either party. The Chief Administrative Officer shall render a decision within five (5) working days of the hearing.

STEP 4: If the Committee considers that a satisfactory settlement was not reached at Step 3, it may within five (5) working days of receipt of the Step 3 reply, request that the grievance be referred to Arbitration pursuant to the Fire Protection and Prevention Act 1997.

12:02 In the event that any employee or group of employees who have been unjustly discharged or suspended shall be reinstated as the result of such settlement of any disagreement as aforesaid, such reinstatement shall be made without loss of time, pay or seniority to such employee.

12:03 No employee shall be discharged or disciplined except for just and sufficient cause. In any discharge or discipline grievance, an Arbitration Board or single Arbitrator shall have the power to dispose of the grievance by any arrangement, which in the opinion of the Arbitration Board or single Arbitrator, it is deemed to be just and equitable.

12:04 Any employee or group of employees having a grievance which the employee wishes the Committee of the Association to represent for such employee shall put the grievance in writing on the grievance form adopted by the Association. The Committee of the Association shall abide by the steps on the grievance form.

12:05 In the matter of a grievance a Board of Arbitration or Arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions, or the provisions of the Fire Protection and Prevention Act, 1997.

13:00 STRIKES AND LOCKOUTS

The Association agrees that they will at no time enter into or participate in any strike or join any sympathetic strike with or for any other organization.

14:00 CLOTHING AND TURN-OUT GEAR

14:01 The following articles of clothing and wear apparel shall be supplied to each employee in the Fire Suppression Division and the Training Officer:

1 - Dress uniform as needed, which includes one tunic (coat and pants), one dress cap, one white shirt, and one tie (at the approval of the Fire Chief)
1 - Job Shirt (every 2 years)
2 - Uniform Shirts
2 - T-Shirts
1 - Golf Shirt
2 - Pair Station Wear Pants (annually)
1 - All-Season Coat, as required (at the approval of the Fire Chief)
1 - Toque (every 2 years)
1 - Casual Cap – Fire Dept. Approved (every 2 years) to be worn as directed by the Fire Chief, the same as other items of clothing issued are governed.
1 - $180.00 boot allowance (every 2 calendar years)

The following articles of clothing and wear apparel shall be supplied to each employee in the Support Services Division:

1 - Dress uniform as needed which includes one tunic (coat and pants), one dress cap, one white shift, and one tie (at the approval of the Fire Chief)
1 - Job Shirt (every 2 years)
2 - Uniform Shirts (annually)
4 - T-Shirts (annually)
2 - Pair Station Wear Pants (annually)

1 - All-Season coat as required (at the approval of the Fire Chief)
1 - Toque (every 2 years)
1 - Casual Cap – Fire Dept. Approved (every 2 years) to be worn as directed by the Fire Chief, the same as other items of clothing issued are governed.
1 - Pair Coveralls (as required)
1 - $180.00 boot allowance (every 2 calendar years)

14:02 The City agrees to provide NFPA standard equipment when required at the discretion of the Chief or designate as follows:

- Gloves
- Boots
- Helmet
- Turnout Gear
- Balaclava

14:03 The Fire Prevention and Public Education Division will be provided the following articles of clothing and wearing apparel:

1 - Dress uniform as needed, which includes one tunic (coat and pants), one dress cap, one white shirt, and one tie (at the approval of the Fire Chief)
1 - Job Shirt (every 2 years)
6 - Total Uniform and T-Shirts (minimum 3 uniform shirts) annually
2 - Pair Station Wear Pants (annually)
1 - All-season coat as required (at the approval of the Fire Chief)
1 - Toque (every 2 years)
1 - Casual Cap – Fire Dept. Approved (every 2 years) to be worn as directed by the Fire Chief, the same as other items of clothing issued are governed.
1 - Pair Coveralls (as required)
1 - Boot Allowance of $90.00 (annually)

The Fire Prevention Planner, the Fire Prevention Officers and Public Education Officer shall be provided a dry-cleaning allowance of $115.00 (annually).

14:04 It is a desire of the Sault Ste. Marie Professional Firefighters Association and the Sault Ste. Marie Fire Services that when an employee is not in need of a new portion of the uniform clothing package, the employee is encouraged to notify the Platoon Chief or the Office, of such employee's clothing requirements for the upcoming year.

15:00 SCHEDULE OF WAGES

15:01 The Schedule of Wages shall be provided in Schedule "A" attached to and forming part of this agreement.

15:02 RECOGNITION PAY

Effective April 15, 2016, employees in the Mechanic Division staff and Training Division staff of the Sault Ste. Marie Fire Services will be paid recognition pay of 3/6/9 after 8/17/23 years of service. It is understood that Mechanical and Training staff will not receive service pay once recognition pay is implemented.

15:03 All employees in the Suppression Division working on a statutory holiday will be paid at a rate of 1.5x (one and a half times their regular rate of pay) for twelve (12) hours. The Block of time agreed to constitute the statutory holiday commences at 8:00 A.M. the day of the statutory holiday and ends at 8:00 P.M. the same day for those firefighters (Suppression group). An employee who exchanges a shift on a statutory holiday will be considered working for the purpose of any statutory holiday pay earned for the shift.

It is agreed and understood that any call out on a statutory holiday will only be compensated at 1.5x (one and a half their regular rate of pay).

16:00 CONTRACTING OUT

16:01 Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or a person who is not an employee of the Corporation.

17:00 TECHNOLOGICAL CHANGE

17:01 Where possible and if known in advance, at least 60 days prior the City will provide notice of the introduction or implementation of substantial technological changes that will result in displacement of an Employee from their position. The Corporation shall, by written notice, furnish the Association with full information, known at that time, of the planned change or changes.

Such prior notice shall contain relevant information respecting the nature and degree of change, the date or dates on which the Corporation plans to effect the change.

18:00 GENERAL

18:01 All fire stations shall have a company officer actively on duty and in charge of them at all times. The company officer shall be in charge of all apparatus and staff assigned to their station, including staff designation on front line and ancillary apparatus in accordance with qualification. The company officer shall deploy with and be in charge of their company and apparatus at all times. Where multiple apparatus are assigned that are dispatched and arrive together, and continuously operate together, they are managed by the single company officer. Apparatus responding to a call for mutual aid shall have a Sault Ste. Marie Fire Services company officer on board and in charge at the scene.

18:02 a) Once in each year, in conjunction with the vacation signing, the employees may notify the Fire Chief in writing, in which fire station they prefer to work in order of preference. The Fire Chief, Deputy Fire Chief Operations, or designate, in consultation with the Platoon Chiefs of each Platoon, will determine which station the Firefighters will be assigned. Consideration will be given to assign the firefighter, by seniority, to their respective station by priority of choice. Station postings will be assigned in January of each year. Employees will be scheduled at their respective stations, unless otherwise reassigned for promotion or for operational needs as determined by the Fire Chief or Designate. Promotion means advancement to a position that is classified as a higher salary grade.

b) The Station Captain, in consultation with the Platoon Chief and affected individuals,

has the ability to utilize the firefighter and driver assignments interchangeably for qualified employees.

18:03 Throughout the term of the Collective Agreement the employer will continue its general Municipal liability coverage in the form and upon the terms expressed in the current Royal Insurance Policy #5988612, or its equivalent.

18:04 Where the employee of the SSM Fire Services is charged with criminal or statutory offense flowing from the employee's duties and is subsequently acquitted of such charges, the employee shall be reimbursed for any reasonable legal expenses that have been taxed pursuant to the Solicitor's Act and incurred as a result of such charges. The Corporation further agrees that it will continue the coverage under its present existing general liability insurance or equivalent coverage as specified in article 18:03 herein.

18:05 An employee who is authorized to use their vehicle on city business shall be reimbursed on the basis of the current mileage rate paid to other city employees.

18:06 Employees scheduled to attend Ontario Fire College/Regional Training Centers or all other Training as determined by the Fire Chief or designate will follow the following:

Suppression

I. Employees shall be granted the last twelve (12) hours off of their scheduled shift if it falls directly before the first day of in-town training.

II. The City agrees to pay three hundred dollars ($300) to employees who utilize their personal vehicle in the event a City vehicle is not available to attend out-of-town training as approved by the Chief.

III. Any employee called-in on their scheduled day off for “testing” will be paid at a rate of time and one half, in quarter hour segments, from the scheduled time the event starts to the time that the event is finished. This includes Class exams and Course exams, written and practical components. In the event a re-write is required, the employee will complete it on their own time and there will be no back fill.

IV. For those employees writing during their regularly scheduled shift, Fire Management will authorize the call-in, as per the above, of an employee to cover any Employee who is scheduled to work during a Class or Course exam.

18:06 (a) Change of Work Schedule for Training – Suppression Division

The Fire Chief may schedule an employee out of the 24-hour shift rotation for the purpose of receiving additional training for two weeks per year maximum to a combined total of 10 days, with no less than 45 days advanced notice to firefighters. Further, the parties can meet to discuss alternative dates to replace training dates which conflict with their personal schedules and such alternative dates shall not be unreasonably refused.

Credited Hours of Training

With respect to attending training, employees shall be compensated based on a 42-hour work week +/- regularly scheduled hours for that work week.

Out-of-Town – Training conducted 200 KM or more from SSMFS #1 Station

In-Town – Training conducted less than 200 KM from SSMFS #1 Station

Preparation for Training or Travel – For a regularly scheduled shift that is scheduled to be completed at 8 a.m. on the day of training or travel, the employee will be scheduled off-shift at 8 p.m. on the previous evening of that shift. The employee that is off due to preparation for training may not work overtime, change of shift or any other reason that would cause them to be working during that time. An employee that is scheduled to travel to out-of-town training or attend training may not work overtime, change of shift or any other reason that would cause them to be working after 8 p.m. on the previous evening. This does not limit the rights of the Fire Chief under the Fire Prevention and Protection Act, 43 (7).

Post-Training – If the last day of in-town training falls on a regularly scheduled shift, the employee will return to duty and complete the 24-hour shift.

Compensation Calculation – [Credited hours of training +/- 24 hour scheduled shift hours]

Compensation – Compensation for additional hours will be at a premium rate (time and one half) with the exceptions noted within this document. The Employer will not claw-back wages when the compensation hours are less than the hours the employee would have worked during their regularly scheduled hours of work. Any compensation for training will not move your name in the overtime list.

Other Durations of Training – When the duration of training is other than five (5) scheduled days, compensation calculation will be conducted in a similar manner in consultation with the Association.

In-Town Single-Day Training – The employee will be return to regularly scheduled duties immediately following training that is conducted on a regularly scheduled day of work. The employee will be compensated at a premium rate for actual hours of training when conducted on a regularly scheduled day off.

<u>Fire Prevention and Support Services Division</u>

I. Employees shall be granted equivalent lieu time for travel days to attend training, only when such travel days fall on a regularly scheduled day off.
II. The City agrees to pay three hundred dollars ($300) to employees who utilize their personal vehicle in the event a City vehicle is not available to attend out-of-town training as approved by the Chief.
III. Any employee called-in on their scheduled day off for “testing” will be paid at a rate of time and one half, in quarter hour segments, from the scheduled time the event starts to the time that the event is finished. This includes Class exams and Course exams, written and practical components.

(b) <u>Change of Work Schedule for Training – Fire Prevention and Support Services Division</u>

Credited Hours of Training

With respect to attending training out-of-town, employees shall be compensated with an 8.4 hour shift for each day of training, unless otherwise determined by duration of course hours. With respect to training conducted *in-town*, employees shall be compensated with actual hours of training in lieu if conducted outside of working hours.

Out-of-Town – Training conducted 200 km or more from SSMFS #1 Station

In-Town – Training conducted less than 200 km from SSMFS #1 Station

Compensation – Compensation for additional hours will be at a premium rate (time and one half) or straight lieu time with the exceptions noted within this document. The Employer will not claw-back wages when the compensation hours are less than the hours the employee would have worked during their regularly scheduled hours of work.

Other Durations of Training – When the duration of training is other than five (5) scheduled days, compensation calculation will be conducted in a similar manner in consultation with the Association.

In-Town Single-Day Training – The employee will return to regularly scheduled duties immediately following training that is conducted on a regularly scheduled day of work. The employee will be compensated at a premium rate for actual hours of training when conducted on a regularly scheduled day off.

The following procedure shall apply to all Employees eligible to write examinations for advancement from Probationary year to 1st Class:

a) An examination shall be conducted at least thirty (30) calendar days prior to the Employee's eligibility date. The contents of the examinations shall relate to the Employee's duties as determined by the Fire Chief, Deputy Fire Chief(s) and Training Officer.

b) At the direction of the Fire Chief, the Training Officer shall provide each eligible Employee with forty-five (45) calendar days notice, in writing, of the date set for their examination. An exam outline shall be included at this time.

c) An Employee must achieve a mark of at least seventy percent (70%) in each of the written and practical examinations to qualify for advancement.

d) Should an Employee fail to achieve the required mark of seventy percent (70%) in any examination(s), the Employee shall retry the examination(s) within the next thirty (30) days.

e) Should the Employee again fail to achieve the required marks, the Employee shall request a date to retry within the next thirty (30) days.

f) If still not successful, the Employee will have the option to meet with a Deputy Chief or the Fire Chief to review testing within two (2) weeks. If remedial training is required, Management and the Association agree to meet to review requirements and duration of such training. The employee's classification date will be adjusted in conjunction with the date of successful testing.

g) No adjustments to compensation shall apply during this interval. The Employee shall remain at the compensation rate of the classification last achieved until such time as the Employee qualifies for advancement and there shall be no retro payment due unless the employer fails to administer the exam within these timelines.

18:07 The Employer agrees to provide a $100.00 weekly expense allowance to each employee attending out-of-town training as approved by the Fire Chief. The $100.00 weekly expense allowance will be prorated based on a seven-day week.

18:08 The employer will provide a copy of the "Master Policy" of all benefits to the Association.

18:09 The Employer agrees to pay the cost of DZ medical examinations for Employees up to a maximum of $150.00 per examination and up to $80.00 per Mechanic for Mechanical Licensing/Certification. Employees are required to provide official receipts of payment within thirty (30) days from the date on receipt in order to be reimbursed as above.

19:00 CLERICAL POSITIONS

19:01 Notwithstanding the provisions of Articles 14:00 and 15:02, the clerical staff shall not be entitled to uniform allowance or recognition pay.

20:00 TERM OF AGREEMENT

20:01 This agreement shall be effective from the first day of January 2024 to December 31st, 2026, and from year to year thereafter unless either party notifies the other in writing not more than ninety (90) days and not less than thirty-one (31) days before the thirty-first day of December in any year, of its desire to amend the Agreement.

20:02 If either party desires a change in the agreement, said party shall give written notice of the proposed change to the other party not less than 30 days before the 31st day of December in any year and both parties shall thereupon negotiate in good faith with respect to the matters referred to in the notice.

IN WITNESS WHEREOF the parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MATTHEW SHOEMAKER, MAYOR

RACHEL TYCZINSKI, CITY CLERK

THE SAULT STE. MARIE PROFESSIONAL FIREFIGHTERS ASSOCIATION - LOCAL 529

CHRIS MEI, PRESIDENT

MARK MORGENSTERN, VICE-PRESIDENT

CHRIS PLOTYCIA, SECRETARY

JOSHUA SCOTT, TREASURER

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2025-60

SCHEDULE "A"

Communications Operator – See Letter of Understanding #2 – Communications Operator

(a) Any Firefighter permanently disabled because of sickness or accident, but able to do light duty, shall be assigned to fill the position of Communications Operator and shall be paid at the rate of 3rd class firefighter. This provision shall not apply to short-term disabilities.

(b) Salaries for probationer, 4th class, 3rd class and 2nd class firefighters shall be calculated as follows:

2nd Class Firefighter to be 90% of 1st Class rate
3rd Class Firefighter to be 80% of 1st Class rate
4th Class Firefighter to be 70% of 1st Class rate
Probationer Firefighter to be 60% of 1st Class rate

SCHEDULE "A"

January 1st, 2024		
RANK	**3.00%**	
	Annual	Hourly
Platoon Chief (127%)		
0% (0 – 8 years) Base Rate	$144,028	$65.947
3% (9 – 17 years)	$147,431	$67.505
6% (18 – 23 years)	$150,834	$69.063
9% (24 + years)	$154,236	$70.621
Captain (119%)		
0% (0 – 8 years) Base Rate	$134,956	$61.793
3% (9 – 17 years)	$138,359	$63.351
6% (18 – 23 years)	$141,761	$64.909
9% (24 + years)	$145,164	$66.467
Training Officer (125%)		
0% (0 – 8 years) Base Rate	$141,761	$64.909
3% (9 – 17 years)	$145,164	$66.467
6% (18 – 23 years)	$148,564	$68.024
9% (24 + years)	$151,967	$69.582
Public Education Officer (112%)	$127,017	$58.158
2nd Class	$114,315	$52.342
3rd Class	$101,613	$46.526
4th Class	$88,913	$40.711
Probationer	$76,211	$34.895
Fire Prevention Officer (112%)		
0% (0 – 8 years) Base Rate	$127,017	$58.158
3% (9 – 17 years)	$130,420	$59.716
6% (18 – 23 years)	$133,822	$61.274
9% (24 + years)	$137,225	$62.832
FPO – 2nd Class	$114,315	$52.342
FPO – 3rd Class	$101,613	$46.526
FPO – 4th Class	$88,913	$40.711
FPO – Probationer	$76,211	$34.899
Fire Prevention & Planning (75%)	$85,056	$38.945
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	$113,409	$51.927
3% (9 – 17 years)	$116,811	$53.485
6% (18 – 23 years)	$120,214	$55.043
9% (24 + years)	$123,614	$56.600
Firefighter – 2nd Class	$102,067	$46.734
Firefighter - 3rd Class	$90,728	$41.542
Firefighter - 4th Class	$79,386	$36.349
Firefighter – Probationer	$68,045	$31.156
Firefighter Cadet 3rd year	$79,386	$36.349
Firefighter Cadet 2nd year	$73,717	$33.753
Firefighter Cadet 1st year	$68,045	$31.156
Mechanical Officer (115%)		
3% (9 – 17 years)	$133,822	$61.274
6% (18 – 23 years)	$137,225	$62.832

9% (24+ years)	$140,626	$64.389
Level 4 (0 – 8 years)	$130,420	$59.716
Level 3	$127,017	$58.158
Level 2	$121,347	$55.562
Level 1	$115,678	$52.966
Support Services Mechanic (97%)		
3% (9 – 17 years)	$113,409	$51.927
6% (18 – 23 years)	$116,811	$53.485
9% (24+ years)	$120,214	$55.043
Level 4 (0 – 8 years)	$110,006	$50.369
Level 3	$104,336	$47.773
Level 2	$98,664	$45.176
Level 1	$92,995	$42.580
Administrative (57%)		
Administrative Clerk – Level 3	$64,643	$35.518
Administrative Clerk – Level 2	$61,241	$33.649
Administrative Clerk – Level 1	$57,838	$31.779

SCHEDULE "A"

January 1st, 2025		
RANK	**2.00%**	
	Annual	Hourly
Platoon Chief (127%)		
0% (0 – 8 years) Base Rate	$146,911	$67.267
3% (9 – 17 years)	$150,382	$68.856
6% (18 – 23 years)	$153,852	$70.445
9% (24 + years)	$157,322	$72.034
Captain (119%)		
0% (0 – 8 years) Base Rate	$137,658	$63.030
3% (9 – 17 years)	$141,128	$64.619
6% (18 – 23 years)	$144,598	$66.208
9% (24 + years)	$148,066	$67.796
Training Officer (125%)		
0% (0 – 8 years) Base Rate	$144,598	$66.208
3% (9 – 17 years)	$148,066	$67.796
6% (18 – 23 years)	$151,537	$69.385
9% (24 + years)	$155,007	$70.974
Public Education Officer (112%)	$129,559	$59.322
2nd Class	$116,604	$53.390
3rd Class	$103,648	$47.458
4th Class	$90,691	$41.525
Probationer	$77,735	$35.593
Fire Prevention Officer (112%)		
0% (0 – 8 years) Base Rate	$129,559	$59.322
3% (9 – 17 years)	$133,030	$60.911
6% (18 – 23 years)	$136,500	$62.500
9% (24 + years)	$139,970	$64.089
FPO – 2nd Class	$116,604	$53.390
FPO – 3rd Class	$103,648	$47.458
FPO – 4th Class	$90,691	$41.525
FPO – Probationer	$77,735	$35.593
Fire Prevention & Planning (75%)	$86,759	$39.725
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	$115,678	$52.966
3% (9 – 17 years)	$119,148	$54.555
6% (18 – 23 years)	$122,618	$56.144
9% (24 + years)	$126,089	$57.733
Firefighter – 2nd Class	$104,109	$47.669
Firefighter - 3rd Class	$92,543	$42.373
Firefighter - 4th Class	$80,974	$37.076
Firefighter – Probationer	$69,408	$31.780
Firefighter Cadet 3rd year	$80,974	$37.076
Firefighter Cadet 2nd year	$75,191	$34.428
Firefighter Cadet 1st year	$69,408	$31.780
Mechanical Officer (115%)		
3% (9 – 17 years)	$136,500	$62.500
6% (18 – 23 years)	$139,970	$64.089

9% (24+ years)	$143,441	$65.678
Level 4 (0 – 8 years)	$133,030	$60.911
Level 3	$129,559	$59.322
Level 2	$123,776	$56.674
Level 1	$117,991	$54.025
Support Services Mechanic (97%)		
3% (9 – 17 years)	$115,678	$52.966
6% (18 – 23 years)	$119,148	$54.555
9% (24+ years)	$122,618	$56.144
Level 4 (0 – 8 years)	$112,207	$51.377
Level 3	$106,424	$48.729
Level 2	$100,639	$46.080
Level 1	$94,855	$43.432
Administrative (57%)		
Administrative Clerk – Level 3	$65,936	$36.229
Administrative Clerk – Level 2	$62,466	$34.322
Administrative Clerk – Level 1	$58,996	$32.415

SCHEDULE "A"

January 1st, 2026		
RANK	**2.00%**	
	Annual	Hourly
Platoon Chief (127%)		
0% (0 – 8 years) Base Rate	$149,849	$68.612
3% (9 – 17 years)	$153,389	$70.233
6% (18 – 23 years)	$156,927	$71.853
9% (24 + years)	$160,467	$73.474
Captain (119%)		
0% (0 – 8 years) Base Rate	$140,409	$64.290
3% (9 – 17 years)	$143,950	$65.911
6% (18 – 23 years)	$147,488	$67.531
9% (24 + years)	$151,028	$69.152
Training Officer (125%)		
0% (0 – 8 years) Base Rate	$147,488	$67.531
3% (9 – 17 years)	$151,028	$69.152
6% (18 – 23 years)	$154,568	$70.773
9% (24 + years)	$158,108	$72.394
Public Education Officer (112%)	$132,149	$60.508
2nd Class	$118,934	$54.457
3rd Class	$105,719	$48.406
4th Class	$92,506	$42.356
Probationer	$79,290	$36.305
Fire Prevention Officer (112%)		
0% (0 – 8 years) Base Rate	$132,149	$60.508
3% (9 – 17 years)	$135,690	$62.129
6% (18 – 23 years)	$139,230	$63.750
9% (24 + years)	$142,768	$65.370
FPO – 2nd Class	$118,934	$54.457
FPO – 3rd Class	$105,719	$48.406
FPO – 4th Class	$92,506	$42.356
FPO – Probationer	$79,290	$36.305
Fire Prevention & Planning (75%)	$88,493	$40.519
Firefighter - 1st Class		
0% (0 – 8 years) Base Rate	$117,991	$54.025
3% (9 – 17 years)	$121,531	$55.646
6% (18 – 23 years)	$125,071	$57.267
9% (24 + years)	$128,609	$58.887
Firefighter – 2nd Class	$106,193	$48.623
Firefighter - 3rd Class	$94,392	$43.220
Firefighter - 4th Class	$82,595	$37.818
Firefighter – Probationer	$70,794	$32.415
Firefighter Cadet 3rd year	$82,595	$37.818
Firefighter Cadet 2nd year	$76,693	$35.116
Firefighter Cadet 1st year	$70,794	$32.415
Mechanical Officer (115%)		
3% (9 – 17 years)	$139,230	$63.750
6% (18 – 23 years)	$142,768	$65.370

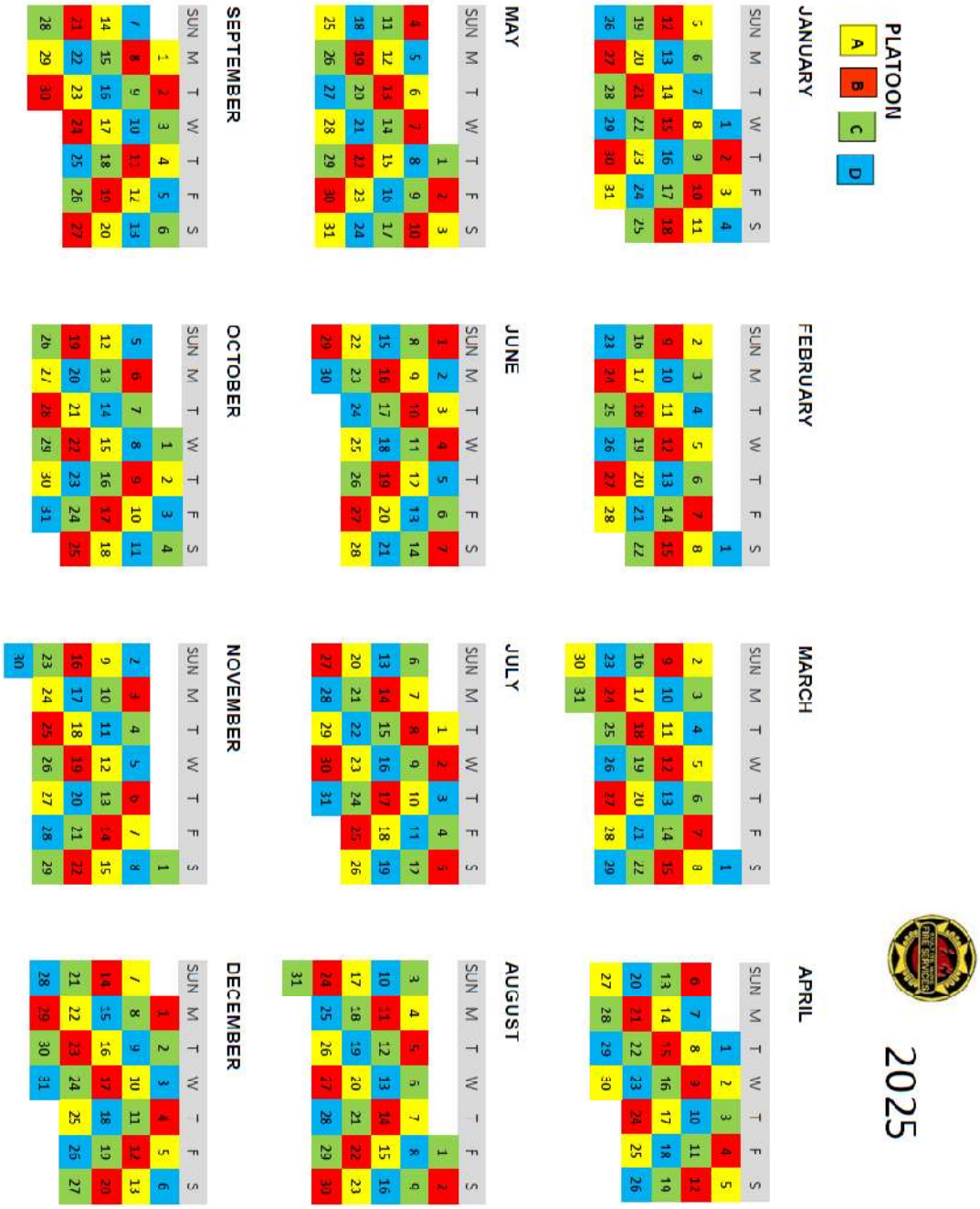
9% (24+ years)	$146,308	$66.991
Level 4 (0 – 8 years)	$135,690	$62.129
Level 3	$132,149	$60.508
Level 2	$126,250	$57.807
Level 1	$120,352	$55.106
Support Services Mechanic (97%)		
3% (9 – 17 years)	$117,991	$54.025
6% (18 – 23 years)	$121,531	$55.646
9% (24+ years)	$125,071	$57.267
Level 4 (0 – 8 years)	$114,450	$52.404
Level 3	$108,551	$49.703
Level 2	$102,652	$47.002
Level 1	$96,753	$44.301
Administrative (57%)		
Administrative Clerk – Level 3	$67,255	$36.953
Administrative Clerk – Level 2	$63,715	$35.008
Administrative Clerk – Level 1	$60,175	$33.063

RANK	**July 1st, 2026**	
	Annual	Hourly
Platoon Chief (130%)		
0% (0 – 8 years) Base Rate	$153,389	$70.233
3% (9 – 17 years)	$156,927	$71.853
6% (18 – 23 years)	$160,467	$73.474
9% (24 + years)	$164,007	$75.095

"Any Firefighter assigned or transferred to the Fire Prevention Division will be placed in the corresponding FPO class level equivalent to their Firefighter class level."

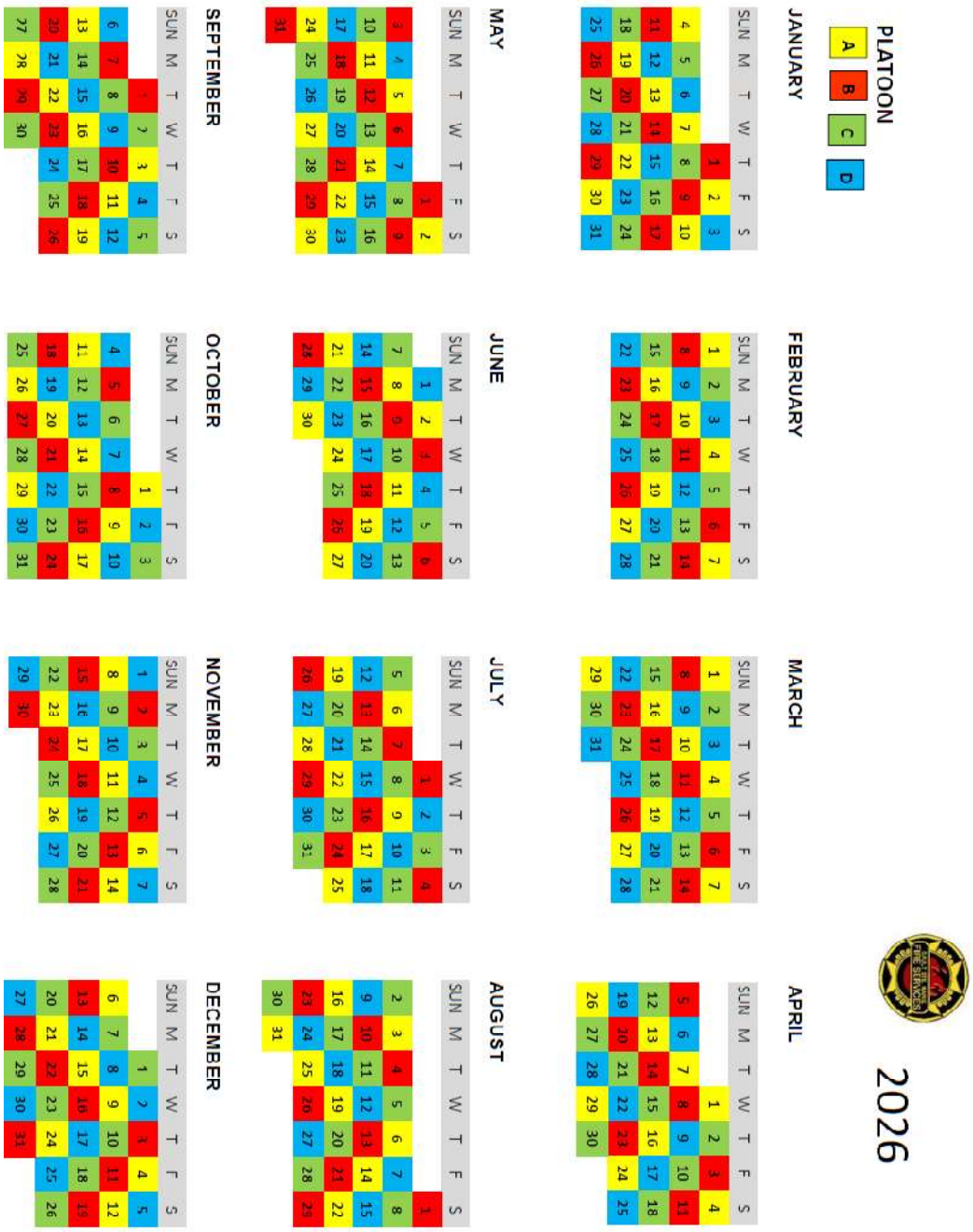
SCHEDULE “B”

2025 Work Schedule – 24 Hour Shifts



SCHEDULE "B"

2026 Work Schedule – 24 Hour Shifts



LETTER OF UNDERSTANDING #1

Transfer of Personnel Policy

1. The Corporation agrees to the annual realignment of platoons for the purpose of vacation selection and acting ranks in accordance with an employee's seniority.
2. The employer agrees to have the Association President and Vice-President in attendance at the scheduling meeting to discuss and review the annual platoon re-alignment and to provide input and suggestions on conflicts and/or errors and omissions.
3. For the purpose of any Platoon transfer or Platoon re-alignment, the member shall not work greater than seven (7) shifts in their 28-day rotation. If the member is required to work greater than seven (7) shifts in the 28-day rotation, they shall be paid the rate of 1.5x (one and a half times the regular rate of pay) for all hours worked.

Temporary Transfer

4. The Employer shall have the right to temporarily transfer the junior Fire Fighter on each platoon who is on duty at the time the reassignment is required.

5. A Fire Fighter on platoon transfer shall be allowed to take their vacation as scheduled to the closest 24-hour period available (i.e.: As the vacation day was scheduled on a different rotation on the original platoon, they will be given the choice of the nearest working day prior to or after that day on the new platoon). Should specific scheduled vacation dates be affected by extenuating circumstances, at the discretion of the Fire Chief, the individual may request to reschedule these specific vacation days to different dates within a 28-day maximum window of the originally scheduled vacation date.

6. It is agreed that a temporary transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer as soon as possible.

Promotional Transfer Mid-Year

7. The Employer may transfer the most senior Acting Member to realign for a permanent promotion mid-year. For the purpose of this promotional transfer, the member shall be allowed to take their vacation as scheduled to the closest 24-hour period available (either the day before or after). Should specific scheduled vacation dates be affected by extenuating circumstances, at the discretion of the Fire Chief, the individual may request to reschedule these specific vacation days to different dates within a 28-day maximum window of the originally scheduled vacation date.

8. It is agreed that such a promotional transfer as outlined above, the Chief will notify with the association and provide the necessary information related to such platoon transfer.

AGREED TO THIS 29th DAY OF May, 2024.

ON BEHALF THE ASSOCIATION	ON BEHALF OF THE CITY
"*Chris Mei*"	*"Nicole Ottolino"*
"Mark Morgenstern"	*"Mike Oliverio"*
"Chris Plotycia"	*"Andrea Mitchell-Wiacek"*
"Josh Scott"	*"Justine Palmer"*

LETTER OF UNDERSTANDING #2

Communications Operator

The City agrees to establish a cadet system to perform the duties of Communications Operator which shall be the entry position into the Firefighting services.

As it is the interest of the City to utilize cadets as both Communications Operators and as firefighters, as necessary, the entry requirements for a cadet will be the same as applied to firefighters.

The City agrees to hire cadets to fill the Communications position at the following rates:

1st year	-	60% of 1st class firefighter rate
2nd year	-	65% of 1st class firefighter rate
3rd year	-	70% of 1st class firefighter rate

An employee shall remain as a Communications Operator until such time as a vacancy occurs for a firefighter and then the senior qualified communications operator shall be assigned as a per Schedule "A" of the Collective Agreement.

A new employee shall be on probation for the first twelve months of employment; a maximum of six (6) months shall be served as Probationary Communication Operator and the remainder of the twelve (12) months as a Probationary Firefighter.

The termination of employment during any such probation periods shall not be the subject of a grievance.

Communications operators will be assigned to firefighting duties to fill temporary vacancies as required and shall be paid at their regular rate of pay.

A regular firefighter who is capable of performing light duty shall be assigned temporarily to the Communications Operator position at their regular rate of pay. In the event of a dispute over the ability of an employee to perform such duties, the final determination will be based on medical evidence.

AGREED TO THIS 23rd DAY OF September, 2024.

ON BEHALF THE ASSOCIATION	ON BEHALF OF THE CITY
"*Chris Mei*"	*"Nicole Ottolino"*
"Mark Morgenstern"	*"Peter Johnson"*
"Chris Plotycia"	*"Mike Oliverio"*
"Josh Scott"	*"Andrea Mitchell-Wiacek"*
	"Justine Palmer"

LETTER OF UNDERSTANDING #3

Health & Safety Committee

It is mutually agreed that the parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees.

The City will make all reasonable provision for the safety and protection of the health of the employees.

The Union agrees that a Worker Representative(s) will be selected for participation in the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

The Union agrees Worker members of the Committee will attend and participate in Joint Health and Safety meetings in accordance with the Occupational Health and Safety Act.

AGREED TO THIS 24th DAY OF April, 2024.

ON BEHALF THE ASSOCIATION	ON BEHALF OF THE CITY
"*Chris Mei*"	*"Nicole Ottolino"*
"Mark Morgenstern"	*"Peter Johnson"*
"Chris Plotycia"	*"Andrea Mitchell-Wiacek"*
"Josh Scott"	*"Justine Palmer"*